



A G E N D A

OCONEE COUNTY COUNCIL MEETING

February 5, 2019

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

- January 17, 2019 Workshop with Planning Commission Minutes
- January 22, 2019 Regular Minutes

Administrator Comments

Proclamation 2019-01

- **Proclamation 2019-01 Recognizing Responders who operated at the house fire on Dr. John's Road in Westminster, SC**

Presentation to Council

- **Emergency Medical Services Update / Aaron Dix, Director of Mobile Services – Greenville Health System [GHS]**

Public Hearings for the Following Ordinances

Third Reading of the Following Ordinances

Second Reading of the Following Ordinances

Ordinance 2019-04 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND OCONEE HERITAGE CENTER, INC., NOW KNOWN AS OCONEE HISTORY MUSEUM, INC., AS LESSEE, IN RELATION TO THE PREMISES KNOWN AS THE TOBACCO BARN, LOCATED AT THE CORNER OF TUGALOO STREET AND BROAD STREET IN WALHALLA, SOUTH CAROLINA.”

Ordinance 2019-06 “AN ORDINANCE AUTHORIZING THE ISSUANCE AND

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.

SALE OF A GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT) OF OCONEE COUNTY, SOUTH CAROLINA. IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$550,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.”

Ordinance 2019-07 “AN ORDINANCE TO AMEND CHAPTER 22 OF THE OCONEE COUNTY CODE OF ORDINANCES, ENTITLED PARKS, RECREATION, AND TOURISM; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2019-08 “AN ORDINANCE TO AMEND OCONEE COUNTY’S ROAD ENCROACHMENT PERMIT POLICY AND ENCROACHMENT PERMIT APPLICATION; AND OTHER MATTERS RELATED THERETO.”

First Reading of the Following Ordinances

Ordinance 2019-09 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND THE UNITED STATES OF AMERICA / U.S. DEPARTMENT OF AGRICULTURE – FARM SERVICE AGENCY, AS LESSEE, IN RELATION TO CERTAIN PREMISES LOCATED AT 301 WEST SOUTH BROAD STREET, WALHALLA, SOUTH CAROLINA.”

Ordinance 2019-10 “AN ORDINANCE AMENDING CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY REVISING CERTAIN TERMS CONTAINED THEREIN, IN ORDER TO PROPERLY DESCRIBE NEW DEPARTMENTS AND DEPARTMENTAL POSITIONS AND RESPONSIBILITIES RESULTING FROM COUNTY COUNCIL’S DIRECTIVE TO DIVIDE THE COMMUNITY DEVELOPMENT DEPARTMENT INTO BUILDING CODES AND PLANNING DEPARTMENTS.”

Ordinance 2019-11 “AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY REVISING CERTAIN TERMS CONTAINED THEREIN, IN ORDER TO PROPERLY DESCRIBE NEW DEPARTMENTS AND DEPARTMENTAL POSITIONS AND RESPONSIBILITIES RESULTING FROM COUNTY COUNCIL’S DIRECTIVE TO DIVIDE THE COMMUNITY DEVELOPMENT DEPARTMENT INTO BUILDING CODES AND PLANNING DEPARTMENTS.”

Ordinance 2019-12 “AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY REVISING CERTAIN TERMS CONTAINED THEREIN, IN ORDER TO PROPERLY DESCRIBE NEW DEPARTMENTS AND DEPARTMENTAL POSITIONS AND RESPONSIBILITIES RESULTING FROM COUNTY COUNCIL’S DIRECTIVE TO DIVIDE THE COMMUNITY DEVELOPMENT DEPARTMENT INTO BUILDING CODES AND PLANNING DEPARTMENTS.”

First & Final Reading for the Following Resolutions

Discussion Regarding Action Items

Planning Commission Review of Chapter 38-11.2 I-85 Overlay District discussion

In 2012, some residents of Fair Play worked together to help Council create the “I-85 Overlay”. Since that time, very little development has occurred within the Overlay. In the last four months, issues with the I-85 Overlay have come to light during the permitting process for several projects. After meeting with a small group of residents and business owners of Fair Play, revising the ordinance to address certain issues, such as design and density, would be advisable. Planning Commission should engage with the residents of Fair Play to define what issues in the I-85 Overlay could be addressed and provide revised language to Council , while still focusing on the Comprehensive Plan update and the upcoming corridor plan for 123.

Consideration for approval to convert a Part Time staff position to a Full Time staff position within the Facilities Maintenance Department

Board & Commission Appointments *(IF ANY)* [Seats listed are all co-terminus seats]

- Aeronautics Commission.....District III, & 1 At Large Seat
- Agriculture Advisory Board.....District III & 1 Ex Officio Seat
- Board of Zoning Appeals.....District III & 1 At Large Seat
- Building Codes Appeal Board.....District III
- Arts & Historical Commission [staggered terms].....2 At Large Seats
- Conservation Bank Board.....District I, District III, & 1 At Large Seat
- Parks, Recreation, & Tourism Commission.....3 At Large Seats

Council Committee Reports

- Planning & Economic Development / Mr. Cain.....[12/04/2018]
- Law Enforcement, Public Safety, Health & Welfare / Mr. McCall.....[1/22/2019]

Approval to accept proposal to use FEMA Reimbursement with an amount not to exceed \$70,968 for Radio Communication Systems in Oconee County Emergency Services per unanimous recommendation by the Law Enforcement, Public Safety, Health & Welfare Committee on January 22, 2019.

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.]

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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] Discussion regarding an Economic Development matter, Project Aztec.

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

[4] Discussion regarding an Economic Development matter, Project Plan 4.

[5] Receive legal advice and discuss personnel matter related to hiring of permanent County Administrator, to include discussion of approach and process.

[6] Receive legal advice and discuss purchase of properties adjacent to Rock Quarry.

Discussion Regarding Action Items (if necessary)

To authorize the Interim County Administrator to issue a letter of commitment in response to 2018 / 2019 EDA Disaster and SCRIA additional grant requirements for the Sewer South Phase 2 Project. The letter will outline the County's pledge of an additional amount not to exceed \$42,270 for Engineering / Permitting / Construction costs, such funds to come from the Economic Development Fund, contingent upon the County reaching an agreement with the OJRSA on the Transfer Agreement for Sewer South Phase 1. This sum is over and above the \$613,300 previously committed by the County for the same project under the same terms.

To authorize the procurement of an archeological survey, as requested by the OJRSA, to support its 2018 / 2019 EDA Disaster grant application for the Sewer South Phase 2 Project.

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.

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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2019-01**

**A PROCLAMATION HONORING THE PERSONNEL WHO OPERATED AT THE
RESIDENTIAL STRUCTURE FIRE ON DR. JOHN'S ROAD**

WHEREAS, on the morning of January 14th, 2019, firefighters were alerted to a residential structure fire on Dr. John's Road outside of Westminster; and

WHEREAS, crews from the Westminster Fire Department, Oakway Fire Department, Seneca Fire Department, Westminster Rescue Squad, and Oconee Emergency Services arrived on scene to find a single family home with heavy smoke billowing out of it; and

WHEREAS, two crews worked to control the fire inside the home and search for occupants while others worked outside to secure utilities, ensure an adequate water supply and perform other support actions; and

WHEREAS, the interior search crews located an unresponsive male occupant and, realizing the serious condition he was in, called for assistance. Crews worked together to remove Mr. Cobb from the residential structure through the rear bedroom window and began treating him for his injuries; and

WHEREAS, upon returning home, Mr. Cobb's wife found crews caring for her husband in the yard. Team members were able to provide her comfort and care while providing updates on her husband's treatment. GHS-OHS Emergency Medical Services crews arrived several minutes later to continue care and transport Mr. Cobb to the hospital; and

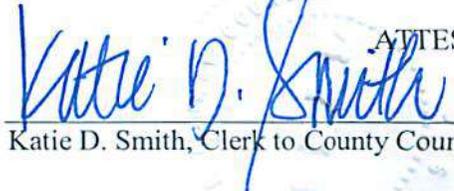
WHEREAS, the collective team effort by all involved allowed for the best possible outcome in a dire circumstance.

NOW, THEREFORE, we, the Oconee County Council, do hereby honor the men and women for their dedication and assistance, specifically, Jason Garrett, Lisa Honea, Will Merritt, Terry Sanford, Kenny Rogers, Steve Zahn, Brady Norris, Justin Pelfrey, James Roach, Tracy Sanders, Paul Marcengill, Claudie Marcengill, Matthew Brooks, Matthew Nix, Scott Alexander, Clint Livingston, Cody Collopoy, Travis Collins, Jason Grant, Gabe Haney, Timothy Owens, Jimmy Ashton, Dwayne Peay, Avery Taylor, Ray Barnes, Charlie King, Michael Smith, Scott Krein, and Scott Smith.

APPROVED AND ADOPTED this 5th day of February, 2019.

OCONEE COUNTY, SOUTH CAROLINA


Julian Davis, III, Chairman of Oconee County Council

ATTEST:

Katie D. Smith, Clerk to County Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2019-04

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND OCONEE HERITAGE CENTER, INC., NOW KNOWN AS OCONEE HISTORY MUSEUM, INC., AS LESSEE, IN RELATION TO THE PREMISES KNOWN AS THE TOBACCO BARN, LOCATED AT THE CORNER OF TUGALOO STREET AND BROAD STREET IN WALHALLA, SOUTH CAROLINA.

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

WHEREAS, as of June 20, 2001, the County entered into a Lease Agreement with Oconee Heritage Center, Inc. for a portion of the premises known as the Tobacco Barn located at the corner of Tugaloo Street and Broad Street in Walhalla, South Carolina (the "Lease Agreement"), attached hereto as "Exhibit A"; and

WHEREAS, effective June 04, 2018, Oconee Heritage Center, Inc. changed its corporate name to Oconee History Museum, Inc.; and

WHEREAS, Oconee History Museum, Inc. has requested that the County acknowledge the corporate name change noted above and affirm the Lease Agreement with Oconee History Museum, Inc. as "Lessee" as if originally executed in its name; and

WHEREAS, pursuant to Section 6.6 of the Lease Agreement, in the event the County ceased using the basement of the Tobacco Barn, Lessee was granted a first option to lease the basement, such additional premises to be incorporated into the lease premises; and

WHEREAS, the County no longer uses the basement of the Tobacco Barn, and Lessee desires to add that portion of the Tobacco Barn to the lease premises; and

WHEREAS, attached hereto is an Addendum to the Lease Agreement, which acknowledges the corporate name change of Lessee and which revises the lease premises, consistent with Section 6.6 of the Lease Agreement.

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

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

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

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

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

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: January 22, 2019

Second Reading: February 5, 2019

Third Reading: _____

Public Hearing: _____

EXHIBIT A

COPY

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS AGREEMENT entered into this 20th day of June, 2001, by and between Oconee County, (hereinafter "the Lessor"), and Oconee Heritage Center, Inc. (hereinafter "the Lessee"), and the Agreement is executed and delivered in duplicate originals.

ARTICLE I: PREMISES

For and in consideration of the rental hereinafter specified and the mutual promises and covenants herein, the Lessor hereby agrees to lease and demise to the Lessee and the Lessee agrees to rent from the Lessor according to the terms hereof the following described property (hereinafter "the Premises"), to wit:

The main floor and attic of the building known as the Tobacco Barn, located at the corner of Tugaloo Street and Broad Street in Walhalla, South Carolina.

ARTICLE II: TERM AND RENTAL

2.1: ORIGINAL TERM

The term of this Lease shall be for a period of twenty-five (25) years, that is, commencing on the 20th day of June, 2001, and ending on the 20th day of June, 2026.

2.2: RENTAL

The rental for the Premises shall be the sum of one (\$1,000) dollar per annum.

2.3: Optional Term

Lessor hereby grants to the Lessee the right and option to renew this Lease for an additional term of twenty-five (25) years, to run consecutively with the original term.

under the same terms and conditions as herein set forth with the exception of this option to renew and the rental for the renewal term. PROVIDED that the Lessee shall give notice to Lessor of their desire to exercise this option to renew and commence negotiations as to the rental for the renewal period at least nine (9) months prior to the expiration of the original term and PROVIDED FURTHER that all other terms and conditions hereof shall have been fully complied with by the Lessee, and PROVIDED FURTHER that Lessor agrees to renew this Lease.

ARTICLE III: REPAIR AND MAINTENANCE

Lessee agrees to accept the Premises which are the subject of the Lease in the same condition and state of repair as exists upon the date of taking possession hereunder and thereafter, except such exterior improvements as Lessor may cause to be effected, in which case the Lessor will be responsible for maintenance of these items. Lessee shall be responsible for all maintenance and upkeep thereon without exception. If any computerized or mechanical equipment in the Premises is presently under warranty, the Lessor agrees to make same available to the Lessee, but the responsibility of the Lessor for maintenance of such units shall be limited to that contained in the warranties from manufacturers.

ARTICLE IV: COVENANTS OF LESSORS

The Lessor, for itself and its assigns, covenants and agrees with the Lessee as follows, to wit:

4.1: To allow Lessee quiet and peaceful possession of the leased Premises so long as same be not inconsistent with the terms of this Lease.

4.2: To timely pay any taxes and assessments which may become due and owing on the leased Premises which are not herein assumed by the Lessee.

4.3: That it will keep and maintain fire and hazard insurance on the leased Premises for its own protection, but will not be responsible for insuring the contents for any fixtures or equipment of Lessee, same being the sole responsibility of the Lessee.

4.4: To allow Lessee to remove their own property and equipment from the Premises at the expiration of the Lease, provided that any damage to the Premises occasioned by such removal be repaired and replaced by Lessee within thirty (30) days of such removal.

4.5: Lessor reserves the right to go upon the Premises from time to time to inspect the same, but agrees that such inspection shall be carried on in such a manner as not to interfere with continued peaceful possession thereof by the Lessee.

ARTICLE V: COVENANTS OF LESSEES

The Lessee for itself and its assigns, hereby covenants and agrees with the Lessor as follows, to wit:

5.1: To pay the rental when due and not to suffer to exist on the leased Premises any nuisance or any illegal or unlawful activity, nor suffer to exist thereon any condition which would adversely effect the fire insurance rates from those in effect upon the date hereof or which would tend to detract from the general neighborhood. Should the Lessee operate or maintain on the leased Premises any activity or condition which would cause an increase in the fire insurance rates from those in effect on the date hereof, Lessee shall, upon demand of the Lessor, reimburse Lessor to the full extent of such increase throughout the term of this Lease and any optional period exercised by Lessees'.

5.2: That it will not sublet the Premises nor assign this Lease to any other person, firm or corporation, without the prior written consent of the Lessor, which consent shall not be arbitrarily or unreasonably withheld.

5.3: That it will be responsible for any alterations or improvements made on the Premises with the consent of the Lessor, it being understood and agreed that no such alteration may be made without the consent of the Lessor, and shall cause to be paid all costs and expenses in connection therewith in a prompt and businesslike manner so as to protect and save harmless the Lessor and the leased Premises from claims or materialmen or mechanics. Lessee agrees that any such improvements permanently affixed to the leased Premises shall remain with the Premises and become the property of the Lessor at the termination of this Lease.

5.4: That as additional consideration for this Lease, it will timely pay all assessments for utilities consumed upon the Premises other than water to be provided by the Lessor, as well as all ad valorem taxes and assessments which may become due and owing on any of the leased property excepting the building itself, during the term of this Lease, and will present to the Lessor evidence of prompt payment thereof.

5.5: That it will, so long as this Lease be in full force and effect and including any optional term, keep and maintain on the leased Premises public liability insurance in such amounts as shall be required from time to time by the Lessor, and in such form as to protect the Lessor and the leased Premises from any claim for injury to person or damage to property upon the leased Premises and shall furnish to the Lessor a copy of the policy providing such coverage, together with evidence of prompt payment of all premiums due thereon. The Lessor and Lessee agree that the minimum amount of public liability

insurance shall be one million (\$1,000,000.00) dollars. The parties shall re-evaluate the amount of minimum coverage needed every five (5) years during the term of this lease. In the event a dispute arises over the amount of coverage needed, the Lessor's determination of the minimum coverage needed shall govern.

5.6: That at the expiration of this Lease or any extension thereof, it will return the leased Premises to the Lessor in as good condition as when received, excepting only reasonable wear and tear occasioned by everyday use and occupancy or damage or destruction by fire or other unavoidable casualty as hereinafter set forth. Lessee specifically agrees to promptly repair and replace any damage to the Premises occasioned by the negligence of the Lessee or its employees, agents or customers.

5.7: Should Lessor find it necessary to bring legal action to cure any default or breach of any covenant or condition hereof, including but not limited to the covenant to pay the rental as stated heretin, it is understood and agreed that the Lessor shall be entitled to an award of reasonable attorney fees, together with all court costs and expenses in connection with the enforcement of its claim.

ARTICLE VI: MUTUAL COVENANTS

The Lessor and the Lessee mutually covenant and agree, each with the other, as follows, to wit:

6.1: If the Lessee shall breach any of the terms of this Lease or if it shall fail to pay the rental for any period in excess thirty (30) days, and if such default continues after ten (10) days written notice to cure the same, then in any such event the Lessor shall have the right to retake possession of the leased Premises immediately and all rights of possession of the Lessee shall end and the Lessor shall have the right to relet the Premises

under such terms and conditions as it may be able, the Lessee remaining responsible for any and all loss of rental suffered by Lessor by reason of a breach of this Agreement.

6.2: If the leased Premises or any portion thereof be hereafter acquired by public authority through eminent domain or condemnation and if such taking or condemnation be such as to materially affect the purpose for which the Premises are rented, including but not limited to the taking of more than thirty (30%) percent of the parking area adjacent to the building on the leased Premises, then the Lessor shall have the option to substitute such additional parking area as to restore the usefulness of the Premises to Lessee or if the Lessor be unable to restore or unwilling to do so, the Lessee shall have the right to revoke this Lease. It is specifically agreed however, that the Lessee shall have no claim to any award for condemnation received by Lessor, any damages suffered by the taking of the Premises by an condemning authority to be damage to the Lessor, only.

6.3: Bankruptcy, assignment for the benefit of creditors or receivership by the Lessee, voluntary or involuntary, shall constitute a breach of this Lease at the option of the Lessor, whereupon Lessor shall be entitled to retake possession of the Premises in the same manner as if Lessee had failed to pay the rental when due.

6.4: If the leased Premises be destroyed by fire or other unavoidable casualty which is not due to the negligence of the Lessee or their agents, employees or customers, so as to render the same untenable and unfit for use and occupancy by the Lessee for a period in excess of thirty (30) days, then at the option of either party this Lease may be rescinded and become of no further force and effect. Provided, however, if the Premises may be repaired and restored to usefulness within a reasonable time, then at the option of

the Lessor the Premises may be restored and this Lease preserved and the rental shall cease for such time as the Premises are untenable by the Lessees.

6.5: The parties agree that Lessee shall be allowed to use the lot behind the Tobacco Barn for exhibits, so as long as said use does not interfere with the operations of the Lessor. Lessee shall notify Lessor at least thirty (30) days prior to the date that Lessee intends to use the lot. Lessor shall respond within fifteen (15) days as to whether or not Lessee's use of the lot will interfere with Lessor's operations. Lessor shall have the right to require Lessee to stop using the lot upon forty-five (45) days written notice.

6.6: In the event Lessor stops using the basement of the Tobacco Barn, Lessor hereby grants Lessee first option to lease said basement. In the event that Lessee exercises said option, said lease of the basement shall be incorporated into the current lease.

6.7: Each of the parties acknowledges receipt of one copy of this Lease, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their heirs and assigns during the term herein created and is enforceable at law. The parties acknowledge their mailing addresses to be as noted beneath their signatures below and that all notices required under the terms hereof may be mailed to that address.

TO ALL OF WHICH the parties have heretofore agreed and in witness whereof,
have hereunto placed their Hand and affixed their Seals this day and date first above
written.

Signed, Sealed and Delivered
in the presence of:

Opal O. Brown
Stephanie Matheson

H. Frank Ables, Jr.
H. Frank Ables, Jr., Chair
Oconee County Council, Lessor
415 South Pine Street
Walhalla, SC 29691

Opal O. Brown
Stephanie Matheson

Patricia E. Embhardt
Heritage Center, Inc. Lessee
P. O. Box 395
Walhalla, SC 29691

STATE OF SOUTH CAROLINA)

ADDENDUM TO LEASE AGREEMENT

COUNTY OF OCONEE)

This addendum to the Lease Agreement dated June 20, 2001, between Oconee County, South Carolina, and the Oconee Heritage Center, Inc., (attached hereto as "Exhibit A") shall be incorporated into and made a part of said Lease Agreement for the premises known as the Tobacco Barn, located at the corner of Tugaloo Street and Broad Street in Walhalla, South Carolina. All terms, covenants, and conditions as set forth in said Lease Agreement (the "Lease Agreement") shall remain in full force and effect, except as amended herein.

It is agreed by and between the parties that the Lease Agreement shall be subject to the following terms and conditions:

1. Oconee Heritage Center, Inc., filed Articles of Amendment with the South Carolina Secretary of State on June 04, 2018, changing its name to Oconee History Museum, Inc.
2. Oconee History Museum, Inc., has requested that Oconee County acknowledge the corporate name change noted above and affirm the Lease Agreement with Oconee History Museum, Inc., as "Lessee" as if originally executed in its name.
3. Further, pursuant to Section 6.6 of the Lease Agreement, in the event the County ceased using the basement of the Tobacco Barn, Lessee was granted a first option to lease the basement, such additional premises to be incorporated into the lease premises. The County no longer uses the basement of the Tobacco Barn, and Lessee desires to add that portion of the Tobacco Barn to the lease premises.
4. Therefore, as evidenced by its execution below and by virtue of Oconee County Ordinance 2019-04, approving this Addendum, Oconee County hereby acknowledges Oconee History Museum, Inc., as Lessee under the Lease Agreement, and Oconee County adds to the lease premises the basement of the Tobacco Barn.
5. All other terms, covenants, and conditions of the Lease Agreement remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

OCONEE COUNTY, SOUTH CAROLINA

First Witness

By: _____ (SEAL)

Its: _____

Second Witness

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF OCONEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, on behalf of Oconee County.

Notary Public for _____
My commission expires: _____

OCONEE HISTORY MUSEUM, INC.

First Witness

By: _____ (SEAL)

Its: _____

Second Witness

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF OCONEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of Oconee History Museum, Inc.

Notary Public for _____
My commission expires: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2019-06**

AUTHORIZING THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT) OF OCONEE COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$550,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Enacted: February 19, 2019

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

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

"Bondholder" or the term **"Holder"** or any similar term means the registered owner of any outstanding Bond.

"Books of Registry" means the registration books maintained by the Registrar in accordance with Section 6 hereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Constitution" means the Constitution of the State of South Carolina, 1895, as amended.

"County Administrator" shall mean the Administrator or Interim Administrator of the County.

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

"County" means Oconee County, South Carolina.

"Enabling Act" shall mean Title 4, Chapter 15 of the South Carolina Code, as supplemented by Section 11-27-40 of the South Carolina Code.

"Fire District" means the Keowee Fire Tax District created and established pursuant to Section 4-9-30(5) of the South Carolina Code and an ordinance enacted on August 19, 2003, as amended, to provide fire protection services in a portion of the County.

"Government Obligations" means any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; or (7) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of holder thereof.

"Interest Payment Date" means either semi-annually on April 1 and October 1 of each year, or annually on April 1 of each year, or such other dates as determined by the County Administrator, commencing on April 1, 2020, or such other date as determined by the County Administrator.

"Ordinance" means this Ordinance.

"Paying Agent" means the County Treasurer or a bank or trust company appointed as paying agent pursuant to this Ordinance.

"Purchaser" means the initial purchaser of the Series 2019 Bond.

"Registrar" means the County Treasurer or a bank or trust company appointed as registrar pursuant to this Ordinance.

"Series 2019 Bond" means the General Obligation Bond (Keowee Fire Tax District) Series 2019, or such other appropriate series designation, in the aggregate principal amount of not exceeding \$550,000 authorized to be issued pursuant to Section 3 hereof.

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

"State" means the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10 of the South Carolina Code, the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) Pursuant to Section 4-9-30(5) of the South Carolina Code and an ordinance enacted on August 19, 2003, as amended, the County Council created the Fire District to provide fire protection services in a portion of the County.

(c) By virtue of the Enabling Act, the County is empowered to issue general obligation bonds for any authorized purpose.

(d) Article X, Section 14 of the Constitution provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Pursuant to Article X, Sections 12 and 14(7)(b) of the Constitution, general obligation debt incurred pursuant to and within the limitations prescribed by Section 12 of Article X shall not be considered in determining the County's eight percent constitutional debt limitation. In compliance with the provisions of Article X, Section 12 of the Constitution a tax in an amount designed to provide debt service on the Series 2019 Bond shall be imposed upon the area or persons in the Fire District receiving the benefit of the fire protection services.

(e) The proceeds derived from the sale of the Series 2019 Bond shall be applied to defray the costs of acquisition of a rescue pumper fire truck (the "Equipment") for the Fire District and to defray the costs of issuance of the Series 2019 Bond. The Equipment is necessary and in the best interest of the County and the Fire District. The issuance of the Series 2019 Bond authorized by this Ordinance for such purpose is necessary, and such Series 2019 Bond will be issued for a corporate purpose and a public purpose of the County, and the benefits arising from the Equipment will accrue to all persons and property within the Fire District.

(f) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$550,000 aggregate principal amount general obligation bond of the County to provide funds for the purposes set forth in Section 2(e) above.

SECTION 3. Authorization and Details of the Series 2019 Bond. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued, a not exceeding \$550,000 aggregate principal amount of general obligation bond (Keowee Fire Tax District) of the County to obtain funds for the purposes set forth in Section 2(e) above, including any accounting, financial and legal fees relating thereto and other incidental costs of issuing the Series 2019 Bond.

The Series 2019 Bond shall be designated "\$550,000 [or principal amount issued] General Obligation Bond (Keowee Fire Tax District), Series 2019, of Oconee County, South Carolina".

The Series 2019 Bond shall be issued in fully registered form; shall be registered as to principal and interest in the name of the Purchaser; shall be dated as of the date of its delivery or such other date as the County Administrator determines; shall bear interest at the rate or rates determined by the County Administrator at the time of the sale thereof; may be issued as a single Bond in the denomination of not exceeding \$550,000; and shall mature on the maturity date in each of the years and in the principal amounts as determined by the County Administrator pursuant to Section 5 hereof.

Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, unless otherwise agreed upon by the County Administrator and the Purchaser of the Series 2019 Bond.

SECTION 4. Redemption Provisions. The Series 2019 Bond may be subject to prepayment or redemption upon such terms and conditions as the County Administrator and the Purchaser agree, including, but not limited to, terms and conditions specifying the manner of call and notice thereof.

SECTION 5. Authority to Determine Certain Matters. The County Council hereby authorizes the County Administrator to offer the Series 2019 Bond for sale at such date and time and in such manner as he may determine. The County Council hereby further authorizes the County Administrator to:

- (a) determine the original issue date of the Series 2019 Bond;
- (b) determine the aggregate principal amount of the Series 2019 Bond to be issued if less than authorized by this Ordinance;
- (c) determine the Interest Payment Date (including the initial Interest Payment Date), and determine the maturity dates and principal amounts maturing on such dates;
- (d) determine whether the Series 2019 Bond will be subject to optional redemption prior to maturity and, if so, the terms and conditions of redemption;
- (e) designate the Paying Agent and Registrar for the Series 2019 Bond;
- (f) determine the date and time of sale of the Series 2019 Bond;
- (g) determine the manner in which the Series 2019 Bond shall be sold, including (i) negotiation of the terms of the sale of the Series 2019 Bond directly with the Purchaser;

and (ii) receipt of bids for the Series 2019 Bond on behalf of the County pursuant to a Notice of Sale in such form and distributed in such manner as shall be determined by the County Administrator;

- (h) award the sale of the Series 2019 Bond and determine the interest rate on the Series 2019 Bond;
- (i) determine whether to publish a notice of the enactment of this Ordinance as provided in Section 11-27-40(8) of the South Carolina Code;
- (j) negotiate and execute all other contracts and approve any other matters necessary to effect the issuance of the Series 2019 Bond;
- (k) determine whether the Series 2019 Bond shall be designated as "qualified tax exempt obligation as defined in Section 265(b)(3) of the Code; and
- (l) to approve any other matters necessary to effect the issuance of the Series 2019 Bond.

After the sale of the Series 2019 Bond, the County Administrator shall submit a written report to the County Council setting forth the results of the sale of the Series 2019 Bond.

SECTION 6. Registration of the Series 2019 Bond. The Series 2019 Bond shall be registered in the name of the Purchaser thereof, as the registered owner, at the office of the Treasurer of Oconee County or at the office of a bank or trust company designated by the Purchaser and approved by the County Administrator on the Books of Registry to be kept for that purpose, and such registration shall be noted on the registration attached to the Series 2019 Bond, after which no transfer of such Series 2019 Bond shall be effective unless made on such Books of Registry by the registered owner in person or its duly authorized legal representative and similarly noted on the Series 2019 Bond.

With the consent of the Purchaser of the Series 2019 Bond, and notwithstanding any provision to the contrary contained in this Ordinance or in the Series 2019 Bond, the Series 2019 Bond may be sold or transferred by the Purchaser thereof only to purchasers ("Qualified Investors") who execute an investment letter delivered to the County, in form satisfactory to the County (the "Investment Letter"), containing certain representations, warranties and covenants as to the suitability of such purchasers to purchase and hold the Series 2019 Bond. Such restrictions shall be set forth on the face of the Series 2019 Bond and shall be complied with by each transferee of the Series 2019 Bond.

SECTION 7. Execution of Series 2019 Bond. The Series 2019 Bond shall be executed in the name of the County with the manual or facsimile signature of the Chairman of County Council (or in his absence the Vice Chairman of Council), attested by the manual or facsimile signature of the Clerk to the County Council under the seal of the County to be impressed or affixed thereon.

SECTION 8. Form of Series 2019 Bond. The Series 2019 Bond and the provisions for registration to be endorsed thereon shall be in substantially the following form:

(FORM OF BOND)

THIS BOND MAY BE SOLD OR TRANSFERRED IN WHOLE OR IN PART ONLY TO A PURCHASER OR TRANSFEREE CONSTITUTING A QUALIFIED INVESTOR (AS SUCH TERM IS DEFINED IN THE HEREAFTER DEFINED ORDINANCE UNDER WHICH THIS BOND IS ISSUED), AND ONLY UPON SUCH QUALIFIED INVESTOR DELIVERING TO THE COUNTY AN INVESTMENT LETTER IN THE FORM REQUIRED UNDER THE ORDINANCE.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
OCONEE COUNTY
GENERAL OBLIGATION BOND
(KEOWEE FIRE TAX DISTRICT),
SERIES 2019

\$ _____

R- _____

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to _____ (the "Bank"), in _____, its successors or registered assigns, the principal amount of \$ _____ together with interest on the unpaid principal balance hereof at the rate of ____% per annum until this Bond matures or is earlier redeemed. Interest on this Bond is payable on _____, _____, and [semi]annually thereafter on April 1 [and October 1] of each year until the final maturity [or earlier redemption] of this Bond. Principal on this Bond is payable in annual installments on [April 1] of each of the years and in the principal amounts, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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Interest on this Bond will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Both the principal of and interest on this Bond are payable at the office of [the County Treasurer in Walhalla, South Carolina], without presentation and surrender of this Bond in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, the Purchaser agrees to surrender this Bond before or within a reasonable time after its final maturity or earlier redemption.

This Bond is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "State Constitution"); Title 4, Chapter 15 and Title 11, Chapter 27, Code of Laws of South

Carolina, 1976, as amended (the "South Carolina Code"); and Ordinance No. ____ duly enacted on February 19, 2019 by the County Council of the County (the "Ordinance") for the purpose of acquiring fire protection equipment for the Keowee Fire Tax District (the "Fire District") created by ordinance of the County enacted on August 19, 2003.

For the payment of the principal and interest of this Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment hereof, the full faith, credit and taxing power of the County are hereby irrevocably pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Fire District an ad valorem tax in an amount designed to provide debt service on this Bond.

[This Bond shall be subject to prepayment or redemption at any time at the option of the County, as a whole or in part, at the principal amount thereof and interest accrued on such principal amount to be redeemed to the date fixed for redemption, without payment of any premium or penalty.] In the event this Bond is called for redemption, the County shall give notice of redemption of this Bond by first-class mail, postage prepaid, to the registered owner thereof as shown on the books of registry of the County not less than [five (5)] business days prior to the date fixed for redemption thereof.

This Bond is transferable as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the office of [the County Treasurer, as Registrar, in Walhalla, South Carolina,] by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds in the same aggregate principal amount, interest rate, and maturity date shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner thereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the State Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that for the payment of the principal and interest of this Bond as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Fire District an ad valorem tax in an amount designed to provide debt service on this Bond.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Bond to be signed with the [manual or facsimile] signature of the [Vice-]Chairman of County Council, attested by the [manual or facsimile] signature of the Clerk to the County Council under the corporate seal of the County impressed, imprinted or reproduced hereon and this Bond to be dated the ___ day of _____, 2019.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

[Vice-]Chairman

ATTEST:

Clerk to County Council

REGISTRATION

This Bond has been registered in the name of _____ in _____, on the registration books kept by the Treasurer of Oconee County, South Carolina.

Dated this ___ day of _____, 2019.

[Treasurer of Oconee County,
South Carolina]

SECTION 9. Security. For the payment of the principal and interest on the Series 2019 Bond as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, sufficient to pay the principal and interest of the Series 2019 Bond as they respectively mature and to create such sinking funds as may be necessary therefor; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Fire District an ad valorem tax in an amount designed to provide debt service on the Series 2019 Bond.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Series 2019 Bond, and they are hereby directed to levy and collect annually, on all taxable property in the Fire District, an ad valorem tax in an amount sufficient to pay the principal installments and interest on the Series 2019 Bond as they respectively mature, and to create such sinking fund as may be necessary therefor.

SECTION 10. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and

satisfied as to any portion of the Series 2019 Bond, and such Series 2019 Bond shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2019 Bond shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Series 2019 Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Series 2019 Bond shall no longer be deemed to be outstanding hereunder, such Series 2019 Bond shall cease to draw interest from the maturity date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 11. Exemption from State Taxes. Both the principal of and interest on the Series 2019 Bond shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 12. Sale of Series 2019 Bond, Form of Notice of Sale. A Notice of Sale in the form attached as Exhibit B may be distributed to prospective bidders and, unless the Series 2019 Bond is sold at a private sale pursuant to Section 11-27-40(4) of the South Carolina Code, a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina, not less than seven (7) days prior to the date set for such sale.

In the event the Series 2019 Bond is sold at private sale as authorized by Section 11-27-40(4) of the South Carolina Code, not less than seven (7) days prior to the delivery of the Series 2019 Bond, notice of intention to sell the Series 2019 Bond at a private sale shall be given by publication in a newspaper of general circulation in the County in substantially the following form:

NOTICE REGARDING SALE OF \$ _____
GENERAL OBLIGATION BOND
(KEOWEE FIRE TAX DISTRICT), SERIES 2019, OF
OCONEE COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that pursuant to the provisions of the S.C. Code § 11-27-40(4), Oconee County, South Carolina, by Ordinance No. _____ enacted on February 19, 2019, approved the sale of a not exceeding \$550,000 General Obligation Bond (Keowee Fire Tax District), Series 2019 (the "Bond"), of Oconee County, South Carolina. The Bond will be sold to _____, at a purchase price of \$ _____; will bear interest at the rate of ___% per annum, payable on April 1 [and October 1] of each year commencing [April][October] 1 ____; will be dated as of the date of delivery; and will mature in annual installments of principal on April 1 in each

of the years and in the principal amounts as follows:

Year	Principal Amount \$
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Oconee County, South Carolina

SECTION 13. Filings with Central Repository. In accordance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual independent audit of the County within thirty days (30) of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five (5%) of the County's revenue or its tax base.

SECTION 14. Deposit and Use of Proceeds. The proceeds derived from the sale of the Series 2019 Bond shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time to acquire and install the Equipment and to pay costs of issuance of the Series 2019 Bond.

SECTION 15. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2019 Bond and this Ordinance, such notice in the form attached hereto as Exhibit A, in *The Journal*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 16. Federal Tax Covenants. The County covenants and agrees with the holders of the Series 2019 Bond that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2019 Bond to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2019 Bond and that no use of the proceeds of the sale of the Series 2019 Bond shall be made which, if such use had been reasonably expected on the date of issue of such Series 2019 Bond would have caused the Series 2019 Bond to be "arbitrage bonds", as defined in the Code, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2019 Bond is outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The County Administrator is hereby authorized to adopt written procedures to ensure the County's compliance with federal tax matters relating to the Series 2019 Bond.

SECTION 17. Miscellaneous. The County Council hereby authorizes the County Administrator to retain Burr Forman McNair as bond counsel and Compass Municipal Advisors as financial advisor in connection with the issuance of the Series 2019 Bond. The County Council further authorizes the County

Administrator, Chairman to County Council, Vice-Chairman to County Council, Finance Director, and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Series 2019 Bond or make modifications in any documents including but not limited to the form of the Series 2019 Bond.

SECTION 18. Repeal of Conflicting Ordinances. All rules, regulations, resolutions, ordinances, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2019 Bond is, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

SECTION 19. Codification. This Ordinance shall be forthwith codified in the County Code of Ordinances in the manner required by law.

SECTION 20. Effective Date. The provisions of this Ordinance shall be effective upon its enactment.

[Signature page to follow]

Enacted by the County Council of Oconee County, South Carolina, this 19th day of February, 2019.

OCONEE COUNTY, SOUTH CAROLINA

**Chair, County Council
Oconee County, South Carolina**

(SEAL)

**County Administrator
Oconee County, South Carolina**

ATTEST:

**Clerk to County Council
Oconee County, South Carolina**

**Date of First Reading: January 22, 2019
Date of Second Reading: February 5, 2019
Date of Public Hearing: February 19, 2019
Date of Third Reading: February 19, 2019**

[Signature page]

Exhibit A

PUBLIC NOTICE

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the [6:00 p.m.] meeting of Oconee County Council on [February 19, 2019], at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider an Ordinance authorizing the County to issue a not exceeding \$550,000 General Obligation Bond (Keowee Fire Tax District), Series 2019 (the "Series 2019 Bond"), the proceeds of which will be applied to defray the costs of a rescue pumper fire truck for use by the Keowee Fire Tax District.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Series 2019 Bond.

OCONEE COUNTY COUNCIL, SOUTH CAROLINA

Exhibit B

FORM OF NOTICE OF SALE

NOTICE OF SALE

**\$ _____
GENERAL OBLIGATION BOND
(KEOWEE FIRE TAX DISTRICT), SERIES 2019,
OCONEE COUNTY, SOUTH CAROLINA
STATE OF SOUTH CAROLINA**

[BANK QUALIFIED]

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of a \$ _____ * General Obligation Bond (Keowee Fire Tax District), Series 2019 (the "Bond"), of Oconee County, South Carolina (the "County") will be received by the Finance Director, Ladale Price, on behalf of the County in the County's offices, 415 S. Pine Street, Walhalla, South Carolina, 29691 until [11:00 a.m.], South Carolina time, on _____, 2019, at which time such proposals will be publicly opened.

Mailed or Hand-Delivered Proposals: Each hand-delivered proposal should be enclosed in a sealed envelope marked "Proposal for \$ _____ * General Obligation Bond (Keowee Fire Tax District), Series 2019 of Oconee County, South Carolina" and should be mailed or hand-delivered to Ladale Price, Finance Director at the address in the first paragraph hereof.

E-mail Proposals: E-mail proposals may be e-mailed to the attention of Ladale Price, Finance Director, at lprice@oconeesc.com with a copy to Michael W. Burns, Esq., Bond Counsel, at mburns@burr.com, and a copy to Brian Nurick, Financial Advisor, at proposals@compassmuni.com.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED ON BEHALF OF THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Bond: The Bond will be issued as a single, fully registered bond; will be registered as to principal and interest in the name of the purchaser thereof; will be dated as of the date of its delivery or such other date as the County Administrator determines; will bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) payable on [April 1] of each year commencing [April 1, 2020], until final maturity or prior redemption; and will mature in successive annual installments on [April 1] in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>
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* Subject to adjustment, as described herein.

Redemption Provisions:

Paying Agent and Registrar: The Oconee County Treasurer or a bank or trust company selected by the County Administrator will act as Paying Agent and Registrar for the Bond.

Bid Requirements: Bidders shall specify a single, fixed rate of interest per annum which the Bond is to bear. For purposes of bid computations, it is assumed the Bond will be dated _____, 2019. The Bond is being sold at par. A bid for less than the entire issue, or a bid at a price less than par, will not be considered. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval. All proposals must specify the amount of all commitment and other fees the bidder may require the County to pay, if any, and the maximum amount of any out-of-pocket costs and expenses (including, but not limited to, legal counsel fees) for which the County may be required to reimburse the bidder, if any. It is requested, but not required, that your bid be submitted on the attached bid form.

Bids containing rates of interest which may adjust upon the occurrence of specified events, including changes in the Internal Revenue Code, changes in the bidder's capital requirements or cost of capital, or for any other reason (other than loss of tax exemption due to the actions or omissions of the County) will be rejected.

Adjustment of Principal Amount and/or Maturity Schedule: The County reserves the right to adjust the aggregate principal amount of the Bond, or the principal repayment schedule of the Bond. The County anticipates that it will adjust the principal repayment schedule of the Bond in order to achieve approximately level annual debt service. In the event of any such adjustment, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, for purposes of the County's evaluation of the bids, true interest cost will be determined solely on the basis of the Bond offered, without taking into account any adjustment to the aggregate principal amount of the Bond, or to the principal amount of any maturities of the Bond, pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any adjustment to the principal amount or maturities of the Bond as described herein.

Award of Bid: The Bond will be awarded to the bidder that provides the most advantageous proposal, as determined by the County in its sole and absolute discretion. Proposals will be evaluated on various factors, including the interest rate, additional credit or underwriting approval, additional covenants and terms, if any, and other conditions set forth therein. The interest cost of the Bond will be determined on a lowest true interest cost (TIC) basis. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bond, respectively (computed at the interest rate specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months), to the dated date of the Bond, results in an amount equal to the price bid for the Bond. In the case of a tie bid for the Bond, the winning bid will be the first of the tied bids to have been received. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids are anticipated to be accepted or rejected no later than 5:00 p.m., South Carolina time, on the date of the sale. Any fees or charges of the bidder to be paid by the County will be treated as additional interest.

Good Faith Deposit: No good faith check is required.

Purpose: The Bond is being issued for the purpose of defraying the costs of acquisition of a rescue pumper fire truck for the Fire District and costs of issuance of the Bond.

Security: For the payment of the principal and interest of the Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment thereof, the full faith, credit and taxing power of the County are hereby irrevocably pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Fire District an ad valorem tax in an amount designed to provide debt service on the Bond.

[Initiative and Referendum: Section 4-9-1220 of the Code of Laws of South Carolina, 1976, as amended, provides that within 60 days after the enactment of any ordinance authorizing the issuance of general obligation bonds, a petition signed by 15% of the qualified electors of the County may be filed with the Clerk to County Council requesting that the ordinance be repealed. The Ordinance authorizing the Bond was enacted on February 19, 2019. In the event that such a petition is filed, the County reserves the right to rescind the award of the sale of the Bond without any liability to the County.]

Legal Opinion: The issuance of the Bond is subject to the approving opinion of Burr Forman McNair, Bond Counsel, as to the validity of the issuance of the Bond under the Constitution and laws of the State.

Tax Exemption and Other Tax Matters: The Internal Revenue Code of 1986, as amended (the "Code"), includes provisions that relate to tax-exempt obligations, such as the Bond, including, among other things, permitted uses and investment of the proceeds of the Bond and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the Bond becoming subject to federal income taxation retroactive to the date of issuance of the Bond. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Bond from gross income for federal tax purposes. Failure of the County to comply with the covenant could cause the interest on the Bond to be taxable retroactively to the date of issuance.

Interest on the Bond is not an item for tax preference for purposes of the federal alternative minimum tax.

The Purchaser of the Bond should consult its tax advisors with respect to collateral tax consequences of ownership of the Bond, such as the calculation of alternative minimum tax, environmental tax or foreign branch profits tax liability, the tax on passive income of S corporations, the inclusion of Social Security or other retirement payments in taxable income, or the portion of interest expense of a financial institution which is allocable to tax-exempt interest.

[Bond "Bank Qualified": The County has designated the Bond as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct, from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.]

South Carolina Taxation: The interest on the Bond is exempt from all State taxation except estate or other transfer taxes. Section 12-11-20 of the South Carolina Code of Laws 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed at the rate of 4-1/2% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue and Taxation require that the term "entire net income" includes income derived from any source whatsoever including interest on obligations of any state and any political subdivision thereof. Interest on the Bond will be included in such computation.

Financial Advisor: Compass Municipal Advisors, LLC has acted as Financial Advisor to County in connection with the issuance of the Bond. In this capacity, Compass Municipal Advisors, LLC provided technical assistance in the preparation of this Notice of Sale and assisted the County in preparing for this financing.

Certificate of Lender: The successful purchaser of the Bond will be required to execute a Written Confirmation of Lender in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Miscellaneous: Bidders are requested to indicate their intentions with respect to subsequent sales or transfers of the Bond.

Delivery: The Bond will be delivered on or about _____, 2019, in Walhalla, South Carolina. The purchase price then due must be paid in federal funds or other immediately available funds.

Additional Information: Bidders may not rely on this Notice of Sale as to the complete information concerning the Bond. Persons seeking additional information should communicate with:

Ladale V. Price
Oconee County, South Carolina
Finance Director
864.638.4235
email: lprice@oconeesc.com

Michael W. Burns, Esq.
Burr Forman McNair
864.271.4940
email: mburns@burr.com

Brian Nurick
Compass Municipal Advisors, LLC
Managing Director
803.733.1604
e-mail: brian.nurick@compassmuni.com

Brandon T. Norris, Esq.
Burr Forman McNair
864.271.4940
email: bnorris@burr.com

Oconee County, South Carolina

Exhibit A

FORM OF WRITTEN CONFIRMATION OF LENDER

[Date of Closing]

Oconee County, South Carolina
Walhalla, South Carolina

Burr Forman McNair
Greenville, South Carolina

Compass Municipal Advisors, LLC
Columbia, South Carolina

\$ _____ General Obligation Bond (Keowee Fire Tax District), Series 2019

Ladies and Gentlemen:

The undersigned, on behalf of [NAME OF LENDER], as purchaser of the above-referenced Bond (the "*Lender*"), has agreed to purchase the above-referenced Bond issued by Oconee County, South Carolina (the "*County*").

The Lender hereby represents to you that:

- (1) The Bond is non-transferable or restricted to transfer to acquirers similar to Lender.
- (2) The Bond may be transferred through participation or syndication only.
- (3) The financing arrangement between the Lender and the Bond is represented solely by the Bond, which is a contract between the parties thereto.
- (4) The Bond is not rated by a credit rating agency.
- (5) The Bond is not assigned a CUSIP number.
- (6) Assignment of Lender's rights under the Bond is subject to the terms and conditions of the Bond.
- (7) There is no agreement facilitating creation of a market for trading, such as a marketing or remarketing agreement or continuing disclosure agreement, with respect to the Bond or any obligations thereunder.
- (8) The terms of the Bond have been negotiated between Lender and the County.

- (9) The obligations of the Lender under the Bond will be those of the Lender, not the securities affiliate of the Lender.
- (10) Lender will treat the transaction contemplated by the Bond as a loan, not a security, for accounting and regulatory purposes.
- (11) Registration is in physical form, in name of the Lender.
- (12) The Lender has sufficient knowledge and experience in financial and business matters, including those involving loans to public bodies, to be able to evaluate the risks and merits of the credit represented by the purchase of the Bond.
- (13) The Lender understands that no official statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the County and the Bond is being issued, and that, in due diligence, it has made its own inquiry and analysis with respect to the County, the Bond, and other material factors affecting the security for and payment of the County's obligations under the Bond.
- (14) The Lender acknowledges that it has either been supplied with or has access to information, including financial statements and other financial information, regarding the County, to which a reasonable lender would attach significance in making credit decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Bond and the security therefor, so that as a reasonable lender, it has been able to make its decision to purchase the Bond.
- (15) The Lender understands that the scope of engagement of Burr Forman McNair, as Bond Counsel, with respect to the Bond has been limited to matters set forth in their opinion based on their view of such legal proceedings as they deem necessary to approve the validity of the Bond.

[LENDER]

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-07**

**AN ORDINANCE TO AMEND CHAPTER 22 OF THE
OCONEE COUNTY CODE OF ORDINANCES, ENTITLED
PARKS, RECREATION, AND TOURISM; 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 22 of the Code of Ordinances, entitled “Parks, Recreation, and Tourism,” primarily by modifying the language relating to County park rangers serving as code enforcement officers, among other matters; and

WHEREAS, County Council has therefore determined to modify Chapter 22 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 22 of the Code of Ordinances, entitled *Parks, Recreation, and Tourism*, is hereby revised, rewritten, and amended to read as set forth in “Attachment A,” which is attached hereto and incorporated herein by reference.

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 _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: January 22, 2019
Second Reading: February 5, 2019
Third Reading: _____
Public Hearing: _____

EXHIBIT A

Chapter 22 - PARKS, RECREATION, AND TOURISM

ARTICLE I. - IN GENERAL

Sec. 22-1. - Waterfowl and game sanctuary.

- (a) *Established; restrictions.* The portion of the watershed lake located on property owned by Oconee County ("County"), adjacent to Hunter's Run Subdivision and near the Lakeview Rest Home in the area on the eastern side of the lake extending to a dirt road presently existing, is hereby designated as a waterfowl sanctuary or preserve. The portion of property owned by the County, adjacent to the waterfowl sanctuary or preserve and lying north of County Road TU 7 that is presently in pasture and contains approximately 41.5 acres, is hereby designated as an all-game preserve or sanctuary. The entire portion of property owned by the County, lying north of County Road Number TU 7, is hereby declared to be restricted from the discharge of firearms.
- (b) *Prohibited and permitted acts.*
- (1) It shall be unlawful for any person to hunt, maim, trap, and/or kill wild game, particularly waterfowl, on, in or over the areas designated as a waterfowl sanctuary or preserve pursuant to subsection (a) of this section and/or the area designated as an all-game preserve or sanctuary pursuant to subsection (a) of this section.
 - (2) It shall be unlawful for any person to discharge a firearm on, in, or over the entire portion of property owned by the County designated in subsection (a) of this section.
 - (3) Nothing contained in this section shall be construed to prohibit fishing, swimming, or boating in the watershed lake.
- (c) *Penalty for violation of section.* Any person found violating any portion of this section shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7 of the Oconee County Code of Ordinances.

Sec. 22-2. - Regulation of traffic on Poor Farm Lake.

- (a) *Prohibited acts.* It shall be unlawful for any person to operate or use any type of motorized vehicle upon any real property owned by the County located in the Wagner Township of Oconee County, South Carolina, and in particular, that property upon which is designated as Water Shed Dam 1-A, commonly known as Poor Farm Lake, except upon such roadways as are clearly marked or designated for vehicular traffic. This prohibition shall not apply to duly constituted and authorized federal, state, or local government personnel, agents, or officers engaged in the lawful performance of their duties.
- (b) *Penalty for violation of section.* Any person found violating any portion of this section shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7 of the Oconee County Code of Ordinances.

Secs. 22-3—22-30. - Reserved.

ARTICLE II. - RESERVED

Secs. 22-31—22-70. - Reserved.

ARTICLE III. - CODE ENFORCEMENT OFFICERS

Sec. 22-71. - Legislative findings.

The Oconee County Council (“County Council”), as the governing body of the County, is authorized to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County pursuant to the provisions of S.C. Code § 4-9-145. The County Council, incident to the enactment of this section, finds that code enforcement powers should be conferred upon certain County park rangers in order to promote the proper security, general welfare, and convenience of the County in relation to County parks and recreation areas.

Sec. 22-72. - Appointment authorized.

The County Council, as the governing body of the County, shall appoint and commission such code enforcement officers from time to time as may be necessary for the proper security, general welfare and convenience of the County, as provided by S.C. Code § 4-9-145.

Sec. 22-73. - Terms of office.

Code enforcement officers commissioned by the County Council pursuant to the provisions of this article shall hold such commission for the duration of their employment, unless the same is terminated earlier at the discretion of the County Council.

Sec. 22-74. - Powers and authority.

County code enforcement officers appointed pursuant to the provisions of this article:

- (1) Shall be appointed and commissioned for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, the code enforcement officers shall not perform any custodial arrests in the exercise of their duties.
- (2) Shall have code enforcement authority extending throughout the entirety of Oconee County, but such authority shall be limited to enforcing those ordinances and regulations that are related to the proper security, general welfare, and convenience of the County as regards County parks and recreation areas. All enforcement activities shall be carried out in a manner consistent with local, state, and federal law.

Secs. 22-75—22-110. - Reserved.

ARTICLE IV. - USE OF PARKS AND RECREATION AREAS

Sec. 22-111. - Authority of the Director of the County Parks, Recreation and Tourism Department; implementation of rules.

The Director of the County Parks, Recreation and Tourism Department (the "Director"), with the approval of the County Administrator, shall have the authority to implement necessary rules and regulations concerning the conduct, admission, and regulation of users of all County parks and recreation areas open to the general public, not inconsistent with the provisions of this article. The Director shall notify the County Council Clerk and the County Council in writing 30 days prior to the implementation of such rules and regulations. The County Council may change any rules upon a majority vote of the Council with a quorum present.

Sec. 22-112. - Violations of County parks and recreation areas rules; trespass; notice; appeals.

Any person who is directed by County parks and recreation area officials or law enforcement officials to abandon or leave a County park and recreation area for violation of park and recreation area rules or violations of this article, and who, after such notice, refuses to do so, as directed, shall be guilty of trespass and punished in accordance with the dictates of this article. If a person refuses to comply with County parks and recreation area rules or has multiple violations of County parks and recreation area rules, the Director or his designee may expressly notify such person, in writing, via a "Trespass Notice," that such person no longer has permission to use County parks or recreation areas. After a period of one year from the issuance of the Trespass Notice, unless a shorter time is indicated on the notice, the subject person may petition the Director for permission to again utilize County parks and recreation areas. Any person who receives such notice may appeal the Director's decision to the County Council. After receiving such notice, any person who violates the restrictions set out in the Trespass Notice shall be guilty of trespass and shall be punished in accordance with the dictates of this article.

Sec. 22-113. - Penalty for violation of article.

Any person violating the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7 of the Oconee County Code of Ordinances.

Sec. 22-114. - Definitions.

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

Alcoholic beverages and *alcoholic liquors* means any beer, malt, wine, spirits, liquors, or other beverages whose sale is regulated and licensed by the state alcoholic beverage control commission.

Corps means the United States Army Corps of Engineers.

County parks and recreation areas means all public parks, public recreation areas, and associated or related facilities, which are owned, operated and/or maintained by Oconee County, and which are located in the unincorporated portions of the County, including public access areas, public recreation areas, camping areas, and all areas designed and established for the use of the public, to include those areas for the parking of motor vehicles, to gain access to Lake Hartwell, Lake Jocassee, Lake Keowee, Chauga River, Ramsey Creek, and all other rivers, streams, and waters located within the boundaries of the County, as well as parking and recreational areas for access to public lands and the Sumter National Forest, or other wilderness

areas. Excluded from this definition are all municipal, state, or federal parks and recreation areas and facilities, which are located within the County, but which are outside of the jurisdiction of Oconee County government.

Hartwell Lake Recreation Areas means all public parks, public recreation areas and facilities located on or adjacent to Hartwell Lake in the County under the concurrent jurisdiction of the United States Army Corps of Engineers and the Oconee County Sheriff's Office as well as properties leased to Oconee County for recreation management.

Parks, Recreation and Tourism Department means the Oconee County Parks, Recreation and Tourism Department.

Sec. 22-115. - Prohibited acts.

It shall be unlawful for any person to commit any of the following acts at any County park or recreation area:

- (1) Destroying, defacing, disturbing, disfiguring, or removing any part of any building, sign, structure, or equipment.
- (2) Destroying, cutting, breaking, removing, defacing, mutilating, injuring, taking, or gathering any tree, shrub, other plant or plant part, rock, mineral, or geological feature except by permit issued by the Parks, Recreation and Tourism Department.
- (3) Building any fire in any place other than those specifically designated for such a purpose.
- (4) Disposing of litter, garbage, or other refuse in places or receptacles other than those specifically provided for such purpose. Such unlawful disposing of litter, garbage, or refuse shall include:
 - a. Dumping any refuse or waste from any trailer or other vehicle except in places or receptacles provided for such use.
 - b. Cleaning fish or food, or washing clothing or articles for household use in any sink or at any faucet located in restrooms.
 - c. Polluting or contaminating any water used for human consumption.
 - d. Using County park or recreation area refuse containers or facilities for dumping household or commercial garbage or trash brought as such from private property.
 - e. Depositing, except into receptacles provided for that purpose, any body waste, or depositing any bottles, cans, clothes, rags, metal, wood, stone, or other damaging substance in any fixture in any restroom or other structure.
- (5) Possessing any firearm, air gun, explosive, or firework, except by duly authorized park personnel, law enforcement officers, or persons using areas specifically designated by the Director of the Parks, Recreation and Tourism Department and/or the Corps for use of firearms, air guns, fireworks, or explosives.

- (6) Operating vehicles in a careless manner, or in excess of posted speed limits, or in areas other than those specifically intended for vehicular traffic. A violation of any of the following provisions constitutes the unlawful operating of a vehicle:
- a. Motorbikes, minibikes, mopeds, motor scooters, go-carts, and any other types of motorized vehicles shall not be driven in any area or on any trail not intended for their use. Only licensed and insured motorized vehicles shall be allowed on park or recreation area roads, unless specifically approved by the Director of the Parks, Recreation and Tourism Department or the park superintendent.
 - b. No motorized vehicle of any kind shall be allowed on horse trails, hiking trails, or beach areas unless utilized for ADA mobility.
 - c. Motor vehicles shall not be driven on roads in developed recreation sites for any purpose other than access into or egress out of the site by persons lawfully using or occupying such areas.
 - d. No motorized vehicle of any kind shall be operated at any time without a muffler in good working order, or in such a manner as to create excessive or unusual noise or annoying smoke, or using a muffler cutoff, bypass or similar device.
 - e. No person shall excessively accelerate the engine of a motor vehicle or motorcycle when such vehicle is not moving or is approaching or leaving a stopping place.
 - f. Vehicles shall not be permitted in a cabin or camping area unless the operator thereof is a registered guest within the area, except for the express intent of renting such area or with prior permission of authorized park officials.
 - g. Electric golf carts may be operated at all County parks and recreation areas subject to the following regulations:
 - i. All carts must have a valid registration with the Department of Motor Vehicles, display the Department of Motor Vehicles' decal at all times, and carry proof of insurance.
 - ii. Golf carts shall only be driven by people with a valid driver's license who are named insured on the golf cart's insurance policy.
 - iii. Golf carts shall only be driven on park or recreation area roads.
 - iv. Golf carts shall only be driven from one park or recreation area facility to another; cruising is prohibited.
 - v. No golf carts shall be operated after 10 p.m. except for emergencies and/or trips to the bath house(s).
 - vi. Only golf carts with headlights and taillights may be driven between sunset and sunrise.
- (7) Using privately owned boats or gasoline motors on any waters lying within the jurisdiction of the County in a reckless or careless manner or in violation of any posted rules and regulations including, but not limited to, wake zones.
- (8) By way of example and not limitation, the following are generally prohibited from taking off, landing, or operating on or within County parks and recreation areas:

airplanes, including ultralight aircraft; unmanned flying aircraft (drones, unmanned aircraft systems, remote controlled model aircraft, and the like); balloons; parachutes; or other apparatus for aviation. In some limited circumstances, certain of these machines may be operated within designated areas of County parks and recreation areas after the operator obtains a special activity permit.

- (9) No person using or occupying public park and recreation area, which come within the Hartwell Lake Recreation Areas, as defined in section 22-114 and/or within the jurisdiction of the County Parks, Recreation and Tourism Department, as defined in section 22-114, shall possess or consume any alcoholic beverage, of any type. The County Council may, however, allow a County park or recreation area to be used for a private social function at which alcoholic beverages may be legally consumed at such place, time, and circumstances as allowed by the Council.
- (10) Acting in a disorderly manner or creating any noise which would result in annoyance to others. Acting in a disorderly manner shall include inciting or participating in riots, or indulging in boisterous, abusive, threatening, indecent, or disorderly conduct or other breaches of the peace. In addition to other authorized penalty provisions, anyone in violation of this subsection may be ejected from the park or recreation area and shall not be entitled to a refund of any fee or rental.
- (11) Entering or remaining within the limits of the park or recreation area while in an intoxicated or drug-impaired condition.
- (12) Operating or using audio devices, including radio, television, musical instruments or any other noise producing devices, such as electrical generators, and equipment driven by motor engines, in such a manner and at such times as to disturb other persons, and no person shall operate or use any public address system, whether fixed, portable or vehicle mounted, except when such use or operation has been approved by the Director of the Parks, Recreation and Tourism Department, the park superintendent or Corps officials.
- (13) Engaging in or soliciting business within a park or recreation area except where authorized by the Director of the Parks, Recreation and Tourism Department, and no person shall distribute, post, place or erect any bills, notices, paper, or advertising device or matter of any kind without consent of the Director of the Parks, Recreation and Tourism Department.
- (14) Swimming in areas not designated for the purpose and/or failing to obey all posted rules while swimming.
- (15) Bringing a dog or any other animal into a park or recreation area unless it is crated, caged or upon a leash not longer than six feet or otherwise under physically restrictive control at all times. For this purpose:
 - a. No person shall leave any dog or other animal unattended within any park or recreation area.
 - b. No person shall keep in a park or recreation area a noisy, vicious, or dangerous dog or animal, or one which is disturbing to another person after he has been asked to remove such animal.

- c. No person shall bring a saddle, pack, or draft animal into a site, which has not been developed to accommodate it.
 - d. No person shall bring an animal into any beach area, except where such animal is necessary to assist the owner with a physical handicap.
 - e. The owner of any animal shall be responsible for cleaning up and properly disposing of any waste from such animal.
- (16) Entering a facility or area without regard to restrictions on public use. These restrictions on public use shall include the following provisions and a violation of such provisions shall be considered to be a violation of this subsection:
- a. All County parks and recreation areas shall be closed between the hours of 10:00 p.m. and 7:00 a.m. each day, including Sunday. The Director of the Parks, Recreation and Tourism Department, with the approval of the County Council, may designate different hours of operation for the various County parks or recreation areas. It shall be unlawful for any person to enter or to remain in such public parks, recreation areas and facilities during closed hours, with the following exceptions:
 - 1. When such use or entry is for the exclusive purpose of launching or removing boats, and then only if such launching and retrieval of boats takes place within a reasonable time;
 - 2. Those areas contained and encompassed in such parks or recreation areas designated for camping or occupancy by recreational vehicles, and then only if such occupants are lawfully engaged and occupied in camping and/or parking of recreational vehicles or are the invited guests of any person so lawfully occupied;
 - 3. When such use or entry is for the exclusive purpose of fishing and then only if such persons who are fishing are not disturbing others in the surrounding area.
 - b. No person shall make, use, or gain admittance or attempt to use or gain admittance to facilities within any County park or recreation area, for which a charge is made, without paying the fee.
 - c. No person shall remain in any County park or recreation area if he refuses to pay the required fee to enter and use the park or recreation area.
 - d. No person shall enter any park or any park or recreation area when it is closed to the public.
 - e. No person shall willfully provide erroneous information for any campsite or cabin registration.
 - f. No person shall occupy a campsite for a consecutive period longer than thirty (30) days without permission from the Director of the Parks, Recreation and Tourism Department or the park superintendent.
- (17) Killing, harming, or harassing any mammal, bird, reptile, or amphibian or hunting in any area except those areas designated for hunting.

- (18) Only campers and their guests are allowed in a campground. Cruising is prohibited in campgrounds.**
- (19) All camping units must have current license plate or registration in order to camp. Campers must be at least eighteen (18) years old and have a valid picture ID to register for camping. Campers are responsible for their guests.**
- (20) Camping is allowed only at designated sites. Only one (1) camper and one (1) tent, or two (2) tents are allowed per site, and not more than two (2) vehicles and six (6) persons, including visitors are permitted. Washing of vehicles, campers, or boats on site is prohibited**
- (21) All guests must leave the park before gate closing time unless staying overnight. A fee will be charged for opening a gate for other than emergencies.**
- (22) All posted speed limits and other regulations shall be followed.**
- (23) Due to underground wiring, digging and/or trenching is prohibited. The use of wood, fiberglass, or plastic tent stakes is permitted**
- (24) Day use recreation areas and picnic areas are available on a first come first serve basis unless reserved. The Recreation building and some shelters are available by reservation only.**

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-08**

**AN ORDINANCE TO AMEND OCONEE COUNTY'S ROAD
ENCROACHMENT PERMIT POLICY AND ENCROACHMENT
PERMIT APPLICATION; AND OTHER MATTERS RELATED
THERE TO.**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by Section 4-9-30, South Carolina Code, 1976, as amended (the "Code"), among other sources, to provide for a system of public works, including roads and bridges, for the County, and to assess property and levy ad valorem property taxes and uniform service charges for functions and operations to the County, including, but not limited to, appropriations for such general public works, including roads; and

WHEREAS, Oconee County Council has heretofore, by and through Chapter 26 ("Roads and Bridges") of the Oconee County Code of Ordinances (the "County Code"), provided for certain policies, procedures, fees, and other funding pertaining to the roads and bridges portion of the public works program of Oconee County; and

WHEREAS, pursuant to O.C. Code § 26-7(e), Oconee County Council deems it necessary and proper to amend the County's Encroachment Permit Policy and Encroachment Permit Application, in the form attached hereto as Exhibit A, which shall govern excavations within, encroachments upon, and other alterations of county-maintained roads, rights-of-way, and easements.

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

1. Oconee County's Encroachment Permit Policy and Encroachment Permit Application are hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

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 _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: January 22, 2019
Second Reading: February 5, 2019
Third Reading: _____
Public Hearing: _____

EXHIBIT A

OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT

ENCROACHMENT PERMIT POLICY

I. GENERALLY

1.1 It shall be unlawful for any utility, business, entity, or individual to excavate within, encroach upon, or in any other way alter a County-maintained road, easement, or right-of-way, except in accordance with Oconee County Code of Ordinances (the "Code"), Section 26-7 (the "Section"), and this Policy.

1.2 Any utility, business, entity, or individual desiring to excavate within, encroach upon, or in any other way alter a County-maintained road, easement, or right-of-way shall notify the Oconee County Roads and Bridges ("OCR&B") department of the proposed activity by submitting an application for an Encroachment Permit ("Permit"). A Permit ensures that all activities will be performed in accordance with applicable design and construction standards; that anyone working within the County-maintained road, easement, or right-of-way shall have sufficient insurance necessary to safeguard the public interest; that facilities will be properly located within the right-of-way to prevent obstruction of and damage to existing facilities and public and private property; and that all activity will be performed in accordance with applicable federal, state, and local law, as well as this Policy.

1.3 A copy of an issued Permit shall be maintained by the Applicant / Permittee (Applicant becomes Permittee after issuance of an Encroachment Permit) and kept at the worksite at all times during the permitted activity, except for Annual Blanket Permit holders, which are only required to notify the OCR&B department of work recently performed. Failure to obtain a Permit or failure to comply with the terms of a Permit shall result in a civil penalty of \$500 per day. Failure to comply with and honor a civil penalty shall constitute a violation of the Code and shall be punishable pursuant to Section 1-7 of the Code. Upon issuance of a civil penalty, all activity at the worksite must immediately stop until the penalty has been paid in full and a Permit has been issued or the Applicant / Permittee complies with the terms of the existing Permit. Failure to stop the activity at the worksite after issuance of a civil penalty constitutes a separate offense under the Code.

1.4 If a bond is required by the Code or hereunder, a surety bond, cash bond, or Irrevocable Letter of Credit from an accredited lending institution must be posted with Oconee County prior to issuance of the Permit and will be held for a period of eighteen (18) months after all permitted work has been completed. The cash / bond is refundable after the eighteen (18) month period upon a final inspection by the OCR&B department, confirming that all work has been satisfactorily completed.

II. ENCROACHMENT PERMITS ("PERMITS")

2.1 Permits must be obtained at least forty-eight (48) hours prior to initiating any activity within a County-maintained road, easement, or right-of-way. Permit application forms and a schedule of required fees and security, as amended periodically by County Council, shall be made available upon request to the Oconee County Roads and Bridges department, located at 15022 Wells Highway, Seneca, South Carolina (864-886-1072).

2.2 The Applicant / Permittee should be familiar with the proposed activity within the County-maintained road, right-of-way, or easement, or secure the assistance of a qualified contractor to represent the Applicant / Permittee, and should be prepared to discuss the proposed activity with the OCR&B department at the time of application. The Applicant / Permittee shall be required to submit a sketch or drawing with each Permit application. Depending upon the complexity of the proposed activity (as determined by the OCR&B department) three sets of detailed engineering plans may be required to provide sufficient information regarding the horizontal and vertical placement of the proposed facilities, such as the area of placement, proximity to existing facilities, safety measures needed to protect the public, and methods of protection of public and private facilities from damage during and after construction.

2.3 Except as noted below, licensed, insured, and bonded contractors, or utility companies shall be required to perform all activities within the County-maintained road, right-of-way, or easement. The issuance of Permits to individuals shall be restricted to situations where the nature of the encroachment is such that a licensed, insured, and bonded contractor is not required to ensure and protect the integrity of the roadway and the safety of the public, and to situations involving the installation of driveways (where the use of licensed, insured, and bonded contractors may be required, but the Permit will nevertheless be issued to individual owners of property involved). Permits, however, shall not be issued to individuals without the use of a licensed, insured, and bonded contractor if the proposed activity requires compaction of fill, erosion protection measures, or other activities that would place at risk the integrity and stability of the County-maintained road right-of-way, in any event.

2.4 A contractor or utility company acting as an authorized agent for an Applicant / Permittee may secure a Permit, upon sufficient proof of such agency, or authority. However, by signing the application, the agent as well as the Applicant / Permittee accepts all responsibility for all activity associated with the Permit and both must sign the application.

2.5 Permits shall be valid for a period of time not to exceed ninety (90) days from the date of issuance, unless specifically approved for a longer period of time by the OCR&B department. A Permit may be extended for an additional reasonable period of time, upon good cause shown, as determined by the OCR&B department. Applicants / Permittees or their agents working under an expired Permit shall be subject to the same penalties as an individual or entity working without or failing to comply with the terms of a Permit.

2.6 The Applicant / Permittee, or any agent or employee of the Applicant / Permittee, shall obtain all necessary information related to the existence and location of all existing surface and underground facilities. The Applicant / Permittee shall defend, hold harmless, and indemnify the County, its successors and assigns, officers, council members, agents, and employees from and against any and all claims, damages, losses, expenses (including reasonable attorney's fees), demands, or judgments, which result from or relate to work permitted by the County pursuant to an encroachment permit, including but not limited to claims related to personal injury, property damage, and/or infringement of property rights.

2.7 Upon completion of the permitted activity, the Applicant / Permittee shall restore the County-maintained road, right-of-way, or easement to its original condition, pre-construction, ensuring that all repairs conform to the requirements contained in the current edition of the SCDOT Standard Specifications for Highway Construction Manual, the Permit, this Policy, and the Code. Eighteen (18) months after completion of the permitted activity, security funds held by the County, if any, shall be returned to the Applicant / Permittee, provided the OCR&B department, upon final inspection, approves the work. If the OCR&B department deems the repair to be unacceptable, then it shall notify the Applicant / Permittee of the unacceptable work, and provide the applicant thirty (30) days to correct it, before permanently retaining the security to properly repair and restore the County-maintained road, right-of-way, or easement to its original condition. Once the County-maintained road, right-of-way, or easement has been properly repaired, excess security funds held by the County, if any, shall be returned to the Applicant / Permittee. The OCR&B department reserves the right to correct, or have corrected, any problems arising from an encroachment on a County road, easement, or right-of-way, and charge all associated costs (including but not limited to labor, materials, equipment, supervision, and administration) to the Applicant / Permittee or charged against its surety.

2.8 The OCR&B department may refuse to issue a Permit if any monies are due from the Applicant / Permittee or for inadequate past performance on the part of that Applicant / Permittee that was not corrected after notice from the County.

2.9 For driveways, or driveway culverts and aprons, abutting any County road, right-of-way, or easement, any driveway must have an approved encroachment permit from the County before any work takes place. There exists a standard inspection fee covering one pre-work inspection and one final inspection. If the owner has not properly identified the location at the time of the first inspection, there will be an additional fee for a return pre-work inspection. All driveway aprons along County roads, right-of-ways, or easements, which are installed by Oconee County, shall be billed to the owner at 2.5 times the cost of the materials, in accordance with the Code. Any relocation of utilities, landscaping, or other appurtenances shall be the responsibility of the property owner and the respective utility company.

2.10 All fees hereunder are to be paid at the Oconee County Roads and Bridges department, 15022 Wells Highway, Seneca SC 29678. Phone 864-886-1072

III. MISCELLANEOUS

3.1 All permitted activity on County-maintained roads, rights-of-way, or easements shall be performed in accordance with applicable federal, state, and local laws, rules, and regulations, as well as the Permit and this Policy.

3.2 All permitted activity shall be performed to the satisfaction of the OCR&B department. Permits will not be issued, or will be revoked, for activity that is not performed in accordance with sound engineering and construction principles or otherwise in compliance with the terms of this Policy, including all requirements incorporated herein, all as determined by the OCR&B department.

3.3 Except in emergency circumstances, all activity in the public roads, right-of-way, or easements shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.

3.4 Except in the event of an emergency, the OCR&B department shall be notified at least forty-eight (48) hours in advance of the start of the activity. Should the OCR&B department find work in progress prior to notification by the Applicant / Permittee and/or if the Permit is not posted on-site during construction, work will be stopped until all permit and regulatory requirements have been met.

3.5 As required by law, the Applicant / Permittee must contact the Palmetto Utility Protection Service (PUPS) at 1-888-721-7877 at least three (3) business days before any type of excavation activity commences. The PUPS number must be noted on the Permit.

3.6 All activities within a County-maintained road, right-of-way, or easement shall be conducted in a manner that causes minimal inconvenience to adjacent property owners and the traveling public. Reasonable access to driveways, houses, and buildings adjacent to the site shall be maintained at all times unless previously arranged in writing with the affected party. Any temporary approaches to crossings or intersecting highways shall be pre-approved by the OCR&B department and shall be appropriately maintained. All business establishments or residences within three hundred (300') feet of the site shall be notified by Applicant / Permittee or agent at least twenty-four (24) hours in advance of any activity and shall have access during construction at all times. Any trees, shrubbery, or landscaping damaged by the Applicant / Permittee during the activity shall be replaced as directed by the OCR&B department if owned by the County, or as directed by the owner if on private property.

3.7 No debris, spoils, or stockpiling of materials shall be allowed unless specifically authorized in a Permit. Under no circumstances shall material stockpiles be left in the street or on shoulders of the County-maintained road, right-of-way, or easement overnight.

3.8 Excavations shall be limited to a maximum of one thousand linear feet (1000') of open trench before backfill operations must begin. If any excavation cannot be backfilled immediately, the Applicant / Permittee shall securely and adequately cover the excavation and maintain proper barricades and lighting, to be kept in place from the time of the opening of the excavation until the excavation is surfaced and opened for travel. The OCR&B department may require additional barricading to maintain public safety.

3.9 All concrete forms shall be inspected for consistency with the applicable Permit and this Policy by the OCR&B department twenty-four (24) hours prior to pouring.

3.10 Traffic controls within any Permit site shall conform to the Manual of Uniform Traffic Control Devices (MUTCD), Latest Edition.

3.11 If it should become necessary to move or relocate a facility permitted hereunder, or any part thereof, on account of change in location of the roadway, widening of the roadway, or for any other reason, such moving or relocation shall be done, on reasonable demand of the OCR&B department, at the sole expense of the owner of the facility, and the roadway and facilities shall be restored to their original condition. An additional encroachment Permit shall be required for any such relocation, but the OCR&B department may waive otherwise applicable fees if such relocation is at the County's request.

3.12 If significant damage to the asphalt surface of a County road, right-of-way, or easement occurs or is anticipated to occur as a result of a permitted activity, the OCR&B department has the right, as a condition of the Permit, to require the Applicant / Permittee to resurface (not spot repair) the entire affected road surface within or adjacent to the permitted site. A separate bond in the amount of 125 percent (125%) of the contract cost of resurfacing shall be posted prior to construction.

3.13 In the event of an emergency, an individual or entity may act without a Permit, but shall notify the OCR&B department within twenty-four (24) hours of the emergency response, or as soon thereafter as reasonably practicable. The individual or entity shall then obtain a Permit from the OCR&B department within forty-eight (48) hours of the emergency response, or it will be subject to a civil penalty not to exceed \$500. Failure to comply with and honor a civil penalty shall constitute a violation of the Code and such violation shall be punishable in accordance with Section 1-7 of the Code. If the County will not issue a permit for such work, all work performed must be removed and the site returned to pre-work condition within thirty (30) days after notice from the County that a Permit will not be issued. Failure to do so constitutes a violation of this Policy and will be handled in the same manner as performing work without a permit, and shall result in the same penalty(ies). The OCR&B department reserves the right to correct, or have corrected, any problems related to an improper encroachment (those violating the terms of Chapter 26 of the Code or this Policy or a Permit) on a County road, easement, or right-of-way, and charge all associated costs (including but not limited to labor, materials, equipment, supervision, reasonable attorney fees, and administration) to the violator.

3.14 Activities or conditions typically prohibited from encroachment Permit approval include, but are not limited, to the following:

- Unsafe or poorly maintained driveway aprons. Such improper aprons may be removed by the County.
- Concrete driveways, aprons, and sidewalks.
- Planting of trees and shrubs and other landscaping including fencing, walls, lighting, plantings, and irrigation.
- Landscaped islands and/or medians.

- Privately owned utility (water, sewer, communication, etc.), except for bores crossing the road at 90 degrees.
- Speed bumps/humps.
- Basketball goals (portable or otherwise).
- Unauthorized road markings, paintings, or signage.
- Direct discharge of stormwater on to road surface.

3.15 The County may only authorize encroachments on those County roads, rights-of-way, and easements for which it possesses the right to do so, such as those deeded to the County in fee simple. For other roads, rights-of-way, and easements as to which the County possesses less than a fee simple interest, or which are otherwise encumbered, such as roads for which the County possesses only a prescriptive easement, the County may only permit encroachments consistent with its interests.

IV. PUBLIC UTILITY ANNUAL BLANKET PERMITS

4.1 Public utility companies may apply for an Annual Blanket Permit with the OCR&B department, allowing an unlimited number of permits for all activities that do not disturb the road surface of a County-maintained public road. However, public utility companies shall provide the OCR&B department a weekly report detailing activities performed such as the location of the activity and the type of work performed. Plans are not required for routine maintenance and service connections. It is the intention of this Annual Blanket Permit to cover emergency repairs, routine maintenance, and service connections that do not involve disturbing the road surface.

4.2 Public utility companies that do not desire to apply for an Annual Blanket Permit shall apply for a separate permit for each activity within a County-maintained road, right-of-way, or easement together with applicable fees and/or security.

4.3 Regardless of whether a utility company has obtained an Annual Blanket Permit, separate Permits are required for new or replacement line installations, new or relocated service poles, and any activity disturbing the asphalt surface of a County-maintained road.

4.4 Annual Blanket Permits are valid from July 1 until June 30 (the County's fiscal year). No prorated fees are accepted.

V. FEE SCHEDULE

5.1 Permit Fees

General Permit Fee: \$60.00

Permit Extension Fee: \$10.00

Blanket Permit Fee: \$1,000.00

Re-inspection Fee: \$60.00

Pavement Removed: \$250.00 Permit Fee + \$10.00/sf of pavement removed

Longitudinal Work in R/W: General Permit Fee + \$0.10/linear foot

5.2 Required Bonds

Pavement Cut, Pavement Removed: Permit Fee x 10

Longitudinal Work in R/W: Longitudinal Work Permit Fee x 50

Bonds may be in the form of a Surety Bond, Cash Bond or Irrevocable Letter of Credit. Bond will be waived for an adjacent homeowner who is doing less than 100 linear feet of work or at the discretion of the County Engineer.

VI. APPLICATION FORM (Attached)



OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT
15022 WELLS HIGHWAY
SENECA SC 29678
864-886-1072

PERMIT # _____

ENCROACHMENT PERMIT APPLICATION

EXP. DATE: _____

(Home Owner		(Contractor	PUPS #	
(D/W Installation Requested		(Utility	Locate calls are required by law, call 1-888-721-7877 at least 3 business days before any type of excavation.	
Applicant Name				
Company Name			Contractors License #	
Address:	City	Zip	Phone	
PROPERTY OWNER Name				
Address	City	Zip	Phone	
Work Location Address of Work Site			ROADNUMBER:	
Nearest Intersecting Road:				
DESCRIPTION OF WORK TO BE DONE:		SQ. FT OF PAVEMENT CUT _____ X _____ = _____		
		LINEAR FT OF NEW INSTALLATION:		
ESTIMATED START DATE:		ESTIMATED FINISH DATE:		

<p align="center">PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items. (Applicant becomes Permittee upon permit approval)</p>	
Notify the County inspector if there are any changes to the approved permit.	PERMIT FEE:
Notify the Oconee County Road and Bridges department (864) 886-1072 at least 48 hours before work begins.	
Keep a copy of this permit and approved plans at the work site at all times.	BOND:
Notify County inspector upon completion of activity for final inspection.	DATE:

APPLICANT CERTIFICATION

1. Pursuant to provisions of the South Carolina Code of Laws, the Oconee County Code of Ordinances, specifically Section 26-7, and the Oconee County Encroachment Permit Policy (all of which are incorporated herein by reference) the undersigned Applicant hereby notifies the OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT ("OCR&B") of the Applicant's desire to encroach upon a County-maintained road, right-of-way, or easement to perform the work and install the materials described herein.

2. Description of location: (Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk, curb and gutter, significant drainage structure(s), north arrow, right-of-way width, location of proposed work and facilities with respect to the roadway centerline and the nearest intersecting road on the County system.) Utility companies are required to submit three (3) sets of plans or drawings.

3. The undersigned Applicant hereby requests that the OCR&B department permit construction and/or maintenance of the work described herein. It is expressly understood that the work, if and when constructed, shall be completed in accordance with the sketch attached hereto and made a part hereof. The Applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights-of-Way" and "Standard Specifications for Highway Construction" (made a part hereof by reference) on file in the OCR&B, and all general provisions on the reverse hereof and special provisions below or attached hereto during the installation, operation, and maintenance of said work and/or facilities within the County's road, right-of-way, and/or easement. The Applicant hereby further agrees, and binds its heirs, successors, and assigns to defend, hold harmless, and indemnify the County, its successors and assigns, officers, council members, agents, and employees from and against any and all claims, damages, losses, expenses (including reasonable attorney's fees), demands, or judgments, which result from or relate to the work permitted hereby, including but not limited to claims related to personal injury, property damage, and/or infringement of property rights.

4. Attach copy of license, insurance and bond to verify capability to perform work.

5. If applicable, attach document to verify authority as agent.

APPLICANT SIGNATURE: _____

DATE: _____

PROPERTY OWNER OR PUBLIC UTILITY AUTHORIZED AGENT CERTIFICATION

I certify to the best of my knowledge, information and belief that:

1. The applicant is capable and understands the terms and agreements of this Application / Permit.
2. The applicant is authorized to perform the work as requested on the application.
3. The proposed encroachment is not contrary or conflicting with any recorded covenants.
4. The work is to be performed in compliance with all applicable federal, state, and local laws and regulations, as well as the provisions of this Application and Permit, and the Oconee County Encroachment Permit Policy.

PROPERTY OWNER
 OR AUTHORIZED AGENT SIGNATURE: _____

DATE: _____

OCONEE COUNTY ROADS AND BRIDGES

ENCROACHMENT PERMIT APPLICATION

FEES	Permit fees (non-refundable)	Bonds (if required)	Permit Conditions
(Residential / Commercial	\$60.00	(Road Cut	(Traffic Control (see 3 on back)
(D/W Installation Requested	2.5 x Materials	Pavement Cut Permit	
(Pavement Cut Fee- Contractor Only	\$250.00 +\$10.00 /sf	Fee x 10 = _____	(Commercial / Utility (must provide 3 sets of Engineering Drawings)
(Permit Extension	\$10.00		
(Re-Inspection Fee	\$60.00	(New Installation	(Residential (drawing or sketch)
(Longitudinal work in ROW	\$60.00 +\$0.10 / lf	Longitudinal Permit	
(Bore Beneath Pavement	\$60.00 +\$0.10 / lf	Fee x 50 = _____	

OCONEE COUNTY Roads and Bridges Department Approval

In compliance with your request and subject to all provisions, terms, conditions and restrictions stated in the application, general provisions on the reverse hereof, and special provisions below or attached hereto, the OCR&B approves the request. This permit shall become null and void unless the work contemplated herein shall have been completed prior to:

Date: _____

SPECIAL PROVISIONS: _____

Permit Specialist Review and Verification of Completeness of Form and Compliance of Encroachment Permit Policy.

Approval
Signature: _____

Date: _____

Manager/ Engineer: _____

Date: _____

FOR COUNTY INSPECTOR'S USE ONLY	DATE	ACCEPT	ADDITIONAL INSPECTOR COMMENTS:
Application Received			
Initial Inspection			
Pre-Construction Inspection			
In-Progress Inspection			
Final Inspection			
Additional Inspections			

OCONEE COUNTY ROADS AND BRIDGES

ENCROACHMENT PERMIT APPLICATION

GENERAL PROVISIONS

- 1 **NOTICE PRIOR TO STARTING WORK:** The Oconee County Roads and Bridges ("OCR&B") department shall be notified forty-eight (48) hours prior to the permitted activity (also referred to as the "work") commencing pursuant to this Application / Permit, in order that it may be present to view the work as it begins and in progress.
- 2 **PERMIT SUBJECT TO INSPECTION:** This Application / Permit shall be kept at the site of the work at all times and must be shown to representative(s) of the County or law enforcement officer(s) on request.
- 3 **PROTECTION OF ROADWAY TRAFFIC:** Adequate provisions shall be made for the protection of roadway traffic at all times. Necessary detours, barricades, warning signs, and flagmen shall be provided by and at the expense of the Permittee and shall be implemented in accordance with the MUTCD, Latest Edition. No road will be blocked except in emergency situations. Road closures are prohibited unless approved by the OCR&B department, which will require proper community notification, as determined by the OCR&B department. The work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The Permittee agrees to observe all local, state, and federal laws, rules, and regulations, including specifically, the policies and regulations of the SCDOT and the policies, ordinances, and resolutions of Oconee County, while carrying on the work contemplated herein, and it shall take all other precautions necessary and proper under the circumstances to insure the work is performed in a proper and safe manner.
- 4 **STANDARDS OF CONSTRUCTION:** All work shall conform to recognized standards of construction and shall be performed in a workmanlike manner. Adequate provisions shall be made for maintaining proper drainage. All work shall be subject to the supervision and satisfaction of the OCR&B department.
- 5 **FUTURE MOVING OF PHYSICAL APPURTENANCES:** If, in the opinion of the OCR&B department, it should ever become necessary to move or remove any physical appurtenances, or any part thereof, which are associated with the permitted activity, on account of change in location of the roadway, widening of the roadway, or for any other reason, such moving or removing shall be done immediately upon demand of the OCR&B department to Permittee or its successors or assigns, and shall be effected at the expense of the Permittee, its successors or assigns.
- 6 **RESTORATION OF ROADWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES.** If, and when, the physical appurtenances associated with the permitted activity shall be moved or removed, either on the demand of the OCR&B department or at the option of the Permittee, the roadway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
- 7 **COSTS** All work in connection with the construction, maintenance, moving, or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
- 8 Definitions of important terms are included in Section 26-7 of the Oconee County Code of Ordinances and are incorporated herein by reference.
- 9 **PERMISSION OF ADJOINING PROPERTY OWNERS:** This Application / Permit does not in any way grant, transfer, or release any right or interests possessed by persons or entities in relation to property on, under, over, or adjacent to the subject work area. The Permittee shall secure any such rights or interests, which are necessary to the work contemplated herein, from such persons or entities. Oconee County may only authorize encroachments or grant easements or rights-of-way, for any purpose, on those County roads for which it owns the right to do so, such as on rights-of-way deeded to the County in fee simple title. For other roads, such as those for which the county owns less than fee simple title, such as roads for which the County has only prescriptive easements, the County may only grant encroachments, easements, and rights-of-way consistent with its interests; for example, the County may be able to permit only surface encroachments.
- 10 **WORK PERFORMANCE**
 - (a) Utility Poles shall be placed at the distance from the centerline of the roadway as specifically stipulated herein.
 - (b) All crossings over the roadway shall be constructed in accordance with Specifications for Overhead Crossings of Light and Power Transmission Lines and Telephone and Telegraph Lines over each other and over Highway Rights-of-Way in South Carolina, as approved by the Public Service Commission of South Carolina and effective as of date of this Permit.
 - (c) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing said pavement. The section under the roadway pavement and within a distance of two (2) feet either side shall be continuous without joints.
 - (d) No pavement shall be cut unless specifically authorized herein.
 - (e) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein, nor shall be left open overnight without proper barricades and lights. Excavations shall be limited to a maximum one thousand (1000) linear feet of open trench before backfill operations must begin.
 - (f) Underground facilities will be at minimum depths as defined in the Utility Accommodations Manual for the transmittant, as follows: (1) Bury under pavement - 4 feet minimum for hazardous or dangerous transmittant - 3 feet minimum for other lines. (2) Bury under other surfaces - 30 inches minimum for power and communication lines and 3 feet for all other facilities. Shallower depths may be approved in writing prior to installation if adequate protection is provided.
 - (g) Work shall be performed in accordance with the SCDOT's Latest Editions of "A Policy for Accommodating Utilities on Highway Rights-of-Way" and "Standard Specifications for Highway Construction".
- 11 The Permittee shall be responsible for obtaining any other approvals or permits necessary or proper for completion, operation, and maintenance of the permitted activity.
- 12 Permittee is responsible for maintaining reasonable access to private driveways during construction.
- 13 If a driveway apron adjoining a County road is cut or damaged during the work, it is the responsibility of the Permittee to replace the entire apron.
- 14 There shall be no excavation of soil within two (2) feet of any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of the OCR&B department, after an opportunity to be heard is given the owner of such line or appurtenant facility.
- 15 **LICENSED CONTRACTOR REQUIRED:** Licensed and bonded contractors/subcontractors or utility companies shall be required to perform all work within the County right-of-way unless explicitly waived by the OCR&B department.
- 16 **BONDING OF WORK:** If a bond is required, a surety bond, cash bond, or irrevocable Letter of Credit from an accredited lending institution must be posted prior to issuance of the Permit and it will be held for a period of eighteen (18) months after all work has been completed. The cash bond is refundable after said eighteen (18) months, upon a final inspection by the OCR&B department to ensure the work is completed to the satisfaction of the County.
- 17 The OCR&B department may revoke, annul, change, amend, amplify, or terminate this Application / Permit, in whole or in part, if Permittee fails to comply with any provision contained herein.
- 18 Except in emergency circumstances, all activity in the public right-of-way shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.
- 19 In accepting this Permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by the Permittee through the operation of a contractor shall be the sole responsibility of the Permittee.
- 20 **LIABILITY:** Applicant/ Permittee assumes the sole responsibility for the safety and protection of the premises and of employees and other persons and assumes liability for any injury or damage occurring on account of the performance of work under this encroachment Permit, whether due to negligence, fault or default of Applicant/ Permittee or not. Such liability of Applicant/ Permittee under this encroachment Permit is absolute and is not dependent upon any question of negligence on its part or on the part of its agents, servants or employees, and neither the approval by the engineers or the chief engineer of the methods of doing the work nor the failure of the engineers or the chief engineer to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the engineers or the chief engineer to direct the Applicant/ Permittee to take any particular precautions or to refrain from doing any particular thing shall excuse the Applicant/ Permittee in case of any such injury to person or damage to property.
- 21 **INDEMNITY AGAINST LIABILITY:** The Applicant / Permittee shall defend, hold harmless, and indemnify the County, its successors and assigns, officers, council members, agents, and employees from and against any and all claims, damages, losses, expenses (including reasonable attorney's fees), demands, or judgments, which result from or relate to the work permitted hereby, including but not limited to claims related to personal injury, property damage, and/or infringement of property rights. Applicant / Permittee expressly understands and agrees that any performance bond or insurance protection required by this Application / Permit, or otherwise provided by Applicant / Permittee, shall in no way limit its responsibility to indemnify, hold harmless, and defend Oconee County as herein provided. Insurance coverage specified herein constitutes the minimum requirements and shall in no way lessen or limit the liability of Applicant / Permittee. Applicant / Permittee shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in its judgment, may be necessary.
- 22 **REVOCATION:** Oconee County reserves the right, at any time, to cancel the permit should the Applicant/ Permittee fail to comply with the terms and conditions under which it was granted.
- 23 Sections 1-22 above represent a sub-set of the official Oconee County Roads and Bridges Department Encroachment Permit Policy that is included in Oconee County Code of Ordinances: Section 26.

Initials of Applicant

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 5, 2019
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

ORDINANCE 2019-09: “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND THE UNITED STATES OF AMERICA / U.S. DEPARTMENT OF AGRICULTURE – FARM SERVICE AGENCY, AS LESSEE, IN RELATION TO CERTAIN PREMISES LOCATED AT 301 WEST SOUTH BROAD STREET, WALHALLA, SOUTH CAROLINA.”

BACKGROUND DESCRIPTION:

Ordinance 2019-09 will approve the execution of an Amendment to a Lease Agreement between Oconee County and the United States of America / U.S. Department of Agriculture – Farm Service Agency. The Amendment will extend the lease period and establish the annual rent paid to Oconee County at \$7,800.00, payable at the rate of \$650 per month.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council consider first reading of Ordinance 2019-09.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2019-09

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND THE UNITED STATES OF AMERICA / U.S. DEPARTMENT OF AGRICULTURE – FARM SERVICE AGENCY, AS LESSEE, IN RELATION TO CERTAIN PREMISES LOCATED AT 301 WEST SOUTH BROAD STREET, WALHALLA, SOUTH CAROLINA.

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

WHEREAS, as of September 23, 2003, the County entered into a Lease Agreement with the United States of America / U.S. Department of Agriculture – Farm Service Agency (“Lessee”) for the premises located at 301 West Broad Street in Walhalla, South Carolina (the “Lease Agreement”), attached hereto as “Exhibit A”; and

WHEREAS, attached hereto is an Amendment to the Lease Agreement, which extends the lease term to January 1, 2019 through December 31, 2021; and

WHEREAS, Lessee shall pay the County annual rent of seven thousand eight hundred (\$7,800.00) dollars, payable at the rate of six hundred and fifty (\$650.00) dollars per month.

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

Section 1. Amendment to Lease Agreement Approved. The Amendment to the Lease Agreement is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Amendment in substantially the same form as Exhibit “B,” attached hereto.

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

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

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

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

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: February 5, 2019
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A

REPRODUCE LOCALLY. Include form number and date on all reproductions.

CCC-2
(10-18-01)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

LEASE FOR REAL PROPERTY

1. DATE 09/23/2003	2. COUNTY NAME Oconee County Walhalla, S.C.
---------------------------	---

3. THIS LEASE, made and entered into this day by and between Oconee County
whose address is: 415 S. Pine St.
Walhalla, S.C. 29691

and whose interest in the property hereinafter called the Lessor and the Farm Service Agency hereinafter called FSA.

4. WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

a. The Lessor hereby leases to FSA the following described premises: 1388 net usable square feet at 3001 W.
South Broad Street, Walhalla, South Carolina
to be used for office space.

b. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning
10/01/2003 through 09/30/2008 subject to termination and renewal rights
as may be hereinafter set forth.

c. The FSA shall pay the Lessor annual rent of \$ 2400.00 at the rate of \$ 200.00
per month (\$ 1.7291 per square foot) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be
made payable to: Oconee County

d. The FSA may terminate this lease or decrease the amount of space at any time by giving at least 120
days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed
commencing with the day after the date of mailing.

e. This lease may be renewed at the option of the FSA for the following terms and at the following rentals :
One 5-year option to renew for the term beginning October 01, 2003, through September 30,
2008. Rate negotiable at time of renewal.

provided notice be given in writing to the Lessor at least 120 days before the end of the original lease term
or any renewal terms; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall
be computed commencing with the day after the date of mailing.

f. The Lessor shall furnish the FSA, as part of the rental consideration, the following:

This is a fixed-rate fully serviced lease, including janitorial services and supplies, building maintenance, ground maintenance, and snow removal. The space will be fully maintained and altered per government requirements for occupancy by the government no later than October 01, 2003.

g. The following are attached and made a part hereof:
(Solicitation For Offers (SFO))

h. The following changes were made in this lease prior to its execution:

Oconee County may terminate this lease or decrease the amount of space at any time by giving at least 120 days notice in writing to FSA and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates written above.

A. LESSOR	SIGNATURE	DATE
	<i>Henry R. Hamilton</i>	11-24-03
B. STATE OFFICE DESIGNEE	SIGNATURE	DATE
J. Kenneth Rentiers, Jr., SBD		
C. COUNTY EXECUTIVE DIRECTOR	SIGNATURE	DATE
Elizabeth D Blackwell, Acting CED	<i>Elizabeth D Blackwell</i>	11-24-2003

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

United States
Department of
Agriculture



Farm and Foreign
Agricultural
Services

Farm Service
Agency

Oconee FSA Office
301B W. South
Broad St.
Walhalla, S.C.
29691-2102

September 23, 2003

Mr. Harry Hamilton
Oconee County Supervisor
415 S. Pine St.
Walhalla, S.C. 29691

Dear Mr. Hamilton:

Please find enclosed form CCC-2, Lease for Real Property, for office space which is now occupied by Farm Service Agency, Natural Resources Conservation Service and Oconee Soil and Water Conservation District.

Please review the enclosed lease agreement, sign item #5a, and return in the enclosed stamped, self-addressed envelope.

If you have any questions, please call this office at 864-638-2213.

Sincerely,

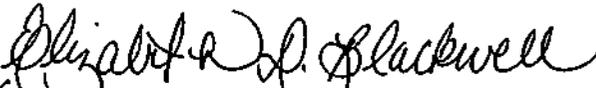

For Brian K. Blount
County Executive Director
Enclosure
BKB:bb

EXHIBIT B

<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p>LEASE AMENDMENT</p>	<p>LEASE AMENDMENT No. <u>4</u></p> <p>TO LEASE NO. USDA Oconee County Service</p>
<p>ADDRESS OF PREMISES</p> <p>301 W. SOUTH BROAD ST. WALHALLA, SC 29691</p>	<p>PDN Number: N/A</p>

THIS AMENDMENT is made and entered into between **Oconee County**

whose address is: **415 S. Pine Street, Walhalla, S.C, 29692**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **January 1, 2019 through December 31, 2021**
2. The Government will pay the Lessor annual rent of **\$7,800.00** payable at the rate of **\$650.00** per month representing **\$5.61** per **1,388** net usable square feet in arrears
3. The Lessor must have an active/updated registration in the System for Award Management (SAM) System(<https://www.sam.gov>) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 U.S. Department of Agriculture
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Oconee County, South Carolina



Ordinance 2019-10
contains an
Attachment B that
highlights the changes
being proposed.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 5, 2019
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

ORDINANCE 2019-10: "AN ORDINANCE AMENDING CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY REVISING CERTAIN TERMS CONTAINED THEREIN, IN ORDER TO PROPERLY DESCRIBE NEW DEPARTMENTS AND DEPARTMENTAL POSITIONS AND RESPONSIBILITIES RESULTING FROM COUNTY COUNCIL'S DIRECTIVE TO DIVIDE THE COMMUNITY DEVELOPMENT DEPARTMENT INTO BUILDING CODES AND PLANNING DEPARTMENTS."

BACKGROUND DESCRIPTION:

Ordinance 2019-10 will amend Chapter 26 of the Oconee County Code of Ordinances in order to clarify which departmental responsibilities changed due to the division of the Community Development Department into Building Codes and Planning Departments.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council consider first reading of Ordinance 2019-10.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-10**

AN ORDINANCE AMENDING CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY REVISING CERTAIN TERMS CONTAINED THEREIN, IN ORDER TO PROPERLY DESCRIBE NEW DEPARTMENTS AND DEPARTMENTAL POSITIONS AND RESPONSIBILITIES RESULTING FROM COUNTY COUNCIL'S DIRECTIVE TO DIVIDE THE COMMUNITY DEVELOPMENT DEPARTMENT INTO BUILDING CODES AND PLANNING DEPARTMENTS.

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, on November 20, 2018, County Council elected to modify and reorganize the Community Development Department, so as to establish the Building Codes Division and the Planning Division as separate departments for administrative purposes; and,

WHEREAS, County Council recognizes that there is a need to amend Chapter 26 of the Oconee County Code of Ordinances by revising certain terms contained therein in order to properly describe new departments and department heads resulting from County Council's directive to divide the Community Development Department and establish Building codes and Planning Departments; and,

WHEREAS, County Council has therefore determined to modify certain provisions of Chapter 26 of the Code of Ordinances, in the form attached hereto as Exhibit A, 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 26 of the Code of Ordinances is hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a version of Chapter 26 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

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

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, 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.

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 _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: February 5, 2019
Second Reading: _____
Third Reading: _____
Public Hearing: _____

Exhibit A

Sec. 26-153. - Designation process. (a) Applications shall be submitted in writing to the Planning Department by a sponsoring agency.

Sec. 26-153. - Upon receipt of an application for the designation of a highway as a scenic highway, the Planning Director, or their designee, shall forward the application to the staff liaison for the planning commission, who shall then place review of the application on the next appropriate planning commission agenda.

Exhibit B

Sec. 26-153. - Designation process. (a) Applications shall be submitted in writing to the ~~community development department~~ Planning Department by a sponsoring agency.

Sec. 26-153. - Designation process. (b) Upon receipt of an application for the designation of a highway as a scenic highway, the ~~community development director~~ Planning Director, or their designee, shall forward the application to the staff liaison for the planning commission, who shall then place review of the application on the next appropriate planning commission agenda.

Oconee County, South Carolina



Ordinance 2019-11
contains an
Attachment B that
highlights the changes
being proposed.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 5, 2019
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

ORDINANCE 2019-11: "AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY REVISING CERTAIN TERMS CONTAINED THEREIN, IN ORDER TO PROPERLY DESCRIBE NEW DEPARTMENTS AND DEPARTMENTAL POSITIONS AND RESPONSIBILITIES RESULTING FROM COUNTY COUNCIL'S DIRECTIVE TO DIVIDE THE COMMUNITY DEVELOPMENT DEPARTMENT INTO BUILDING CODES AND PLANNING DEPARTMENTS."

BACKGROUND DESCRIPTION:

Ordinance 2019-11 will amend Chapter 32 of the Oconee County Code of Ordinances in order to clarify which departmental responsibilities changed due to the division of the Community Development Department into Building Codes and Planning Departments.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council consider first reading of Ordinance 2019-11.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-11**

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY REVISING CERTAIN TERMS CONTAINED THEREIN, IN ORDER TO PROPERLY DESCRIBE NEW DEPARTMENTS AND DEPARTMENTAL POSITIONS AND RESPONSIBILITIES RESULTING FROM COUNTY COUNCIL'S DIRECTIVE TO DIVIDE THE COMMUNITY DEVELOPMENT DEPARTMENT INTO BUILDING CODES AND PLANNING DEPARTMENTS.

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, on November 20, 2018, County Council elected to modify and reorganize the Community Development Department, so as to establish the Building Codes Division and the Planning Division as separate departments for administrative purposes; and,

WHEREAS, County Council recognizes that there is a need to amend Chapter 32 of the Oconee County Code of Ordinances by revising certain terms contained therein in order to properly describe new departments and department heads resulting from County Council's directive to divide the Community Development Department and establish Building codes and Planning Departments; and,

WHEREAS, County Council has therefore determined to modify certain provisions of Chapter 32 of the Code of Ordinances, in the form attached hereto as Exhibit A, 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 32 of the Code of Ordinances is hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a version of Chapter 32 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

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

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, 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.

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 _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: February 5, 2019
Second Reading: _____
Third Reading: _____
Public Hearing: _____

Exhibit A

Sec 32-44. - Certificate of nonconformity means a certificate issued by the Planning Department to any sexually oriented business which is operating at the time of the enactment of this chapter, and is not in compliance with one of more of its provisions.

Sec. 32-44. - Designated county employee means the Planning Director or other employee of the county who is designated by the county administrator for the administration of this article.

Sec. 32-46. - Enumeration of permit requirements. (b) Applications for a permit shall be made to the Planning Director.

Sec. 32-46. - (d) An application for a permit shall be made to the Planning Director on a form provided by the county.

Sec. 32-47. - Issuance of permit. The Planning Director shall approve the issuance of a sexually oriented business permit within 30 days after receiving an application, unless he finds one or more of the conditions listed as follows to be present:

Sec. 32-48. - Administration and display of permits. (a) The Planning Director shall maintain a copy of all permits issued, and shall maintain a record of permit issuances, to include the name of the business, the name of the owner, the date of permit issuance, and the date of permit expiration.

Sec. 32-50. - Expiration and renewal of permit. Applications for renewal shall be submitted to the Planning Director.

Sec. 32-51. - Suspension of a permit. The Planning Director shall suspend a sexually oriented business permit for a period not to exceed 30 days, if it is determined that a permit holder or employee of a permit holder commits one or more of the acts listed as follows.

Sec. 32-52. - Revocation of a permit. The Planning Director shall revoke a sexually oriented business permit if a cause for suspension as specified in section 32-51 has occurred at least one time during the preceding 12 months. In addition, Planning Director shall revoke a sexually oriented business permit if it is determined that any of the acts listed as follows have occurred:

Sec. 32-54. - Appeals of designation as a sexually oriented business; denial of permit; suspension or revocation of permit. (a) Any aggrieved person or entity may appeal the Planning Director's designation of a business as a sexually oriented business, the denial of a permit, or the suspension or revocation of a permit to the board (as established in section 32-51 and 32-52 of this chapter). Such appeal must be submitted on a form developed by the county and maintained by the Planning Department director.

Sec. 32-54.- (d) Notice of the public hearing must also be displayed in the office of the Planning Director.

Sec. 32-58. - Sexually oriented businesses, designated as a nonconforming use. (a) Generally. Such business shall be permitted to remain in operation without a permit during the 120-day period, as specified in section 32-56 and shall be eligible to be issued a permit. Upon issuance of the permit, the Planning Director, shall make a notation on the permit that the use is designated as nonconforming.

Sec. 32-133. - Communications tower and antenna permitted. (a) Determination by Planning Director or his designated staff representative (collectively "Director").

Sec. 32-141. - Annual report required. All companies that operate or maintain ownership of communication towers in the county shall submit an annual report to the county Planning Department no later than January 15 of each year.

Sec. 32-174. - Group residential facilities permitted only by special exception. Persons desiring to build or expand a group residential facility as defined by this article shall make an application through the Planning Director, or designee, to the board providing information required by this article.

Sec. 32-175. - Review of application by Planning Director, or designee. All applications for development or expansion of residential group facilities must be submitted to the county Planning Director, or designee for review. Applications must be complete and shall include all of the materials and information required by this article (application requirements and sketch plan and preliminary development plans) and must meet all applicable requirements and/or conditions in this article before an application will be processed. Incomplete applications will be returned to the applicant. The Planning Department director or designee shall refer completed applications to the board for final review and approval as a special exception. The Planning Director or designee shall act upon applications within 30 days of receipt, returning them for cause, or forwarding them to the board for further action.

Sec. 32-177. - Appeals. Whenever there is an alleged error by the Planning Director, or designee in an order, requirement, decision, or determination, an applicant may request a hearing before the board in accordance with the provisions of section 32-5.

Sec. 32-179. - Sketch plan and preliminary development plans. The Planning Director or designee may waive some of the following sketch plan elements on applications for minor modifications and additions to existing facilities; otherwise, all sketch plan submittals shall

Sec. 32-182. - Building permits and certificate of occupancy. Building permits and certificate of occupancy shall not be issued until or unless authorized by the Building Codes Director, or their designee and the proposed development is in compliance with the requirements of this article and the standard building codes as adopted by the county.

Sec. 32-219. - Security in lieu of completion of improvement.

In lieu of the completion of the physical development and installation of the required improvements prior to the final plat approval, the county may accept a financial guarantee in the form of cash, bond, or escrow letter of credit with an approved financial institution, in an amount and with conditions satisfactory to it, securing to the county the actual construction and installation of such improvements and utilities within a period specified by the Building Codes Director, or their designee.

(1) The bond shall guarantee the completion of all improvements within a time prescribed by the Building Codes Director, or their designee. (2) If the subdivider wishes to have a final plat approved prior to the installation, inspection and approval of all required improvements, he may establish an escrow account with the county into which the subdivider shall place, prior to the sale of any lot in the subdivision, an amount equal to 125 percent of the owner's engineer (verified by the Building Codes Director, or their designee) estimated cost to complete the improvements. Funds in such escrow account shall be returned to the subdivider following completion of all improvements within time limits prescribed by the Building Codes Director, or their designee. The final determination for returning the escrowed money to the developer shall be made by the Building Codes Director, or their designee. (3) In the event that required improvements are not completed, inspected and approved within the required time, the county may expend escrowed funds, securities, or performance bond funds to complete the required improvements. The Building Codes Director, or their designee, may also, at their discretion, withhold building permits or occupancy permits in such subdivision until such improvements are completed. In which case, it shall then be unlawful to sell any further lots in the subdivision until all improvements are completed. No occupancy permits shall be issued within the subdivision, unless street improvements are at least adequate for vehicular access by the prospective occupant(s) and by the emergency vehicles and personnel. (4) No building permit shall be issued for the final ten percent of lots in a subdivision, or if ten percent be less than two, for the final two lots of a subdivision, until all public improvements required by the Building

Codes Director, or their designee for the subdivision have been fully completed and the county has accepted all as-built drawings. (5) The developer shall be required to maintain all required public improvements on the individual subdivided lots, if required by the Building Codes Director, or their designee, until acceptance of the improvements by the appropriate utility or government entity. If there are any certificates of occupancy on a street not dedicated to the county, the county may on 12 hours notice effect emergency repairs and charge those costs to the developer. (6) Surety bonds will be returned to the developer following delivery of all as-built drawings to the Building Codes Director, or their designee, and after acceptance of all improvements by the county.

Sec. 32-421. - Request for a letter of compliance. (a) The owner shall request in writing that the Planning Director, or designee, review the location of the tattooing facility and issue a letter of compliance. (c) The owner shall submit the following items to the Planning Director, or designee, at the time a formal request for a letter of compliance is made:

Sec. 32-422. - Issuance of letter of compliance. (a) The Planning Director, or designee, shall issue a letter of compliance when all requirements of this article have been met.

Sec. 32-526. - Billboard and sign submittal process. As such, the following materials shall be submitted to the Planning Director or his/her designee at the time of application:

Sec. 32-528. - Permits. Upon satisfactory completion of all requirements set forth in this article, the owner/agent shall be issued a land use permit by the Planning Director or his/her designee for construction of the billboard or sign.

Exhibit B

Sec 32-44. - Certificate of nonconformity means a certificate issued by the ~~community development department~~ ~~Planning Department~~ to any sexually oriented business which is operating at the time of the enactment of this chapter, and is not in compliance with one of more of its provisions.

Sec. 32-44. - Designated county employee means the ~~community development~~ ~~Planning Director~~ or other employee of the county who is designated by the county administrator for the administration of this article.

Sec. 32-46. - Enumeration of permit requirements. (b) Applications for a permit shall be made to the ~~community development~~ ~~Planning Director~~.

Sec. 32-46. - Enumeration of permit requirements. (d) An application for a permit shall be made to the ~~community development director~~ ~~Planning Director~~ on a form provided by the county.

Sec. 32-47. - Issuance of permit. The ~~community development director~~ ~~Planning Director~~ shall approve the issuance of a sexually oriented business permit within 30 days after receiving an application, unless he finds one or more of the conditions listed as follows to be present:

Sec. 32-48. - Administration and display of permits. (a) The ~~community development director~~ ~~Planning Director~~ shall maintain a copy of all permits issued, and shall maintain a record of permit issuances, to include the name of the business, the name of the owner, the date of permit issuance, and the date of permit expiration.

Sec. 32-50. - Expiration and renewal of permit. Applications for renewal shall be submitted to the ~~community director director~~ ~~Planning Director~~.

Sec. 32-51. - Suspension of a permit. The ~~community development director~~ ~~Planning Director~~ shall suspend a sexually oriented business permit for a period not to exceed 30 days, if it is determined that a permit holder or employee of a permit holder commits one or more of the acts listed as follows.

Sec. 32-52. - Revocation of a permit. The ~~community development director~~ ~~Planning Director~~ shall revoke a sexually oriented business permit if a cause for suspension as specified in section 32-51 has occurred at least one time during the preceding 12 months. In addition, ~~community development director~~ ~~Planning Director~~ shall revoke a sexually oriented business permit if it is determined that any of the acts listed as follows have occurred:

Sec. 32-54. - Appeals of designation as a sexually oriented business; denial of permit; suspension or revocation of permit. (a) Any aggrieved person or entity may appeal the ~~community development director's~~ ~~Planning Director's~~ designation of a business as a sexually oriented business, the denial of a permit, or the suspension or revocation of a permit to the board (as established in section 32-51 and 32-52 of this chapter). Such appeal must be submitted on a form developed by the county and maintained by the ~~community director director~~ ~~Planning Director~~.

Sec. 32-54.- (d) Notice of the public hearing must also be displayed in the office of the ~~community director director~~ ~~Planning Director~~.

Sec. 32-58. - Sexually oriented businesses, designated as a nonconforming use. (a) Generally. Such business shall be permitted to remain in operation without a permit during the 120-day period, as specified in section 32-56 and shall be eligible to be issued a permit. Upon issuance of the permit, the ~~community director director~~ ~~Planning Director~~, shall make a notation on the permit that the use is designated as nonconforming.

Sec. 32-133. - Communications tower and antenna permitted.(a) Determination by ~~community director-director~~ Planning Director or his designated staff representative (collectively "director").

Sec. 32-141. - Annual report required. All companies that operate or maintain ownership of communication towers in the county shall submit an annual report to the county ~~community development department~~ Planning Department no later than January 15 of each year.

Sec. 32-174. - Group residential facilities permitted only by special exception. Persons desiring to build or expand a group residential facility as defined by this article shall make an application through the ~~community director-director~~ Planning Director, or designee, to the board providing information required by this article.

Sec. 32-175. - Review of application by ~~community director-director~~ Planning Director, or designee. All applications for development or expansion of residential group facilities must be submitted to the county ~~community director-director~~ Planning Director, or designee for review. Applications must be complete and shall include all of the materials and information required by this article (application requirements and sketch plan and preliminary development plans) and must meet all applicable requirements and/or conditions in this article before an application will be processed. Incomplete applications will be returned to the applicant. The ~~community director-director~~ Planning Director or designee shall refer completed applications to the board for final review and approval as a special exception. The ~~community director-director~~ Planning Director or designee shall act upon applications within 30 days of receipt, returning them for cause, or forwarding them to the board for further action.

Sec. 32-177. - Appeals. Whenever there is an alleged error by the ~~community director-director~~ Planning Director, or designee in an order, requirement, decision, or determination, an applicant may request a hearing before the board in accordance with the provisions of section 32-5.

Sec. 32-179. - Sketch plan and preliminary development plans. The ~~community director-director~~ Planning Director or designee may waive some of the following sketch plan elements on applications for minor modifications and additions to existing facilities; otherwise, all sketch plan submittals shall include the following in sketch and narrative form.

Sec. 32-182. - Building permits and certificate of occupancy. Building permits and certificate of occupancy shall not be issued until or unless authorized by the ~~community development-director~~ Building Codes Director, or their designee and the proposed development is in compliance with the requirements of this article and the standard building codes as adopted by the county.

Sec. 32-219. - Security in lieu of completion of improvement.

In lieu of the completion of the physical development and installation of the required improvements prior to the final plat approval, the county may accept a financial guarantee in the form of cash, bond, or escrow letter of credit with an approved financial institution, in an amount and with conditions satisfactory to it, securing to the county the actual construction and installation of such improvements and utilities within a period specified by the ~~community development-director~~ Building Codes Director, or their designee.

(1) The bond shall guarantee the completion of all improvements within a time prescribed by the ~~community development-director~~ Building Codes Director, or their designee. (2) If the subdivider wishes to have a final plat approved prior to the installation, inspection and approval of all required improvements, he may establish an escrow account with the county into which the subdivider shall place, prior to the sale of any lot in the subdivision, an amount equal to 125 percent of the owner's engineer (verified by the ~~community development-director~~ Building Codes Director, or their designee) estimated cost to complete the improvements. Funds in such escrow account shall be returned to the subdivider following completion of all improvements within time limits prescribed by the

~~community development director~~ Building Codes Director, or their designee. The final determination for returning the escrowed money to the developer shall be made by the ~~community development director~~ Building Codes Director, or their designee. (3) In the event that required improvements are not completed, inspected and approved within the required time, the county may expend escrowed funds, securities, or performance bond funds to complete the required improvements. The ~~community development director~~ Building Codes Director, or their designee, may also, at their discretion, withhold building permits or occupancy permits in such subdivision until such improvements are completed. In which case, it shall then be unlawful to sell any further lots in the subdivision until all improvements are completed. No occupancy permits shall be issued within the subdivision, unless street improvements are at least adequate for vehicular access by the prospective occupant(s) and by the emergency vehicles and personnel. (4) No building permit shall be issued for the final ten percent of lots in a subdivision, or if ten percent be less than two, for the final two lots of a subdivision, until all public improvements required by the ~~community development director~~ Building Codes Director, or their designee for the subdivision have been fully completed and the county has accepted all as-built drawings. (5) The developer shall be required to maintain all required public improvements on the individual subdivided lots, if required by the ~~community development director~~ Building Codes Director, or their designee, until acceptance of the improvements by the appropriate utility or government entity. If there are any certificates of occupancy on a street not dedicated to the county, the county may on 12 hours notice effect emergency repairs and charge those costs to the developer. (6) Surety bonds will be returned to the developer following delivery of all as-built drawings to the ~~community development director~~ Building Codes Director, or their designee, and after acceptance of all improvements by the county.

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Sec. 32-526. - Billboard and sign submittal process. As such, the following materials shall be submitted to the ~~community director-director~~ Planning Director or his/her designee at the time of application:

Sec. 32-528. - Permits. Upon satisfactory completion of all requirements set forth in this article, the owner/agent shall be issued a land use permit by the ~~community director-director~~ Planning Director or his/her designee for construction of the billboard or sign.

Oconee County, South Carolina



Ordinance 2019-12
contains an
Attachment B that
highlights the changes
being proposed.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 5, 2019
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

ORDINANCE 2019-12: "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY REVISING CERTAIN TERMS CONTAINED THEREIN, IN ORDER TO PROPERLY DESCRIBE NEW DEPARTMENTS AND DEPARTMENTAL POSITIONS AND RESPONSIBILITIES RESULTING FROM COUNTY COUNCIL'S DIRECTIVE TO DIVIDE THE COMMUNITY DEVELOPMENT DEPARTMENT INTO BUILDING CODES AND PLANNING DEPARTMENTS."

BACKGROUND DESCRIPTION:

Ordinance 2019-12 will amend Chapter 38 of the Oconee County Code of Ordinances in order to clarify which departmental responsibilities changed due to the division of the Community Development Department into Building Codes and Planning Departments.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council consider first reading of Ordinance 2019-12.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-12**

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY REVISING CERTAIN TERMS CONTAINED THEREIN, IN ORDER TO PROPERLY DESCRIBE NEW DEPARTMENTS AND DEPARTMENTAL POSITIONS AND RESPONSIBILITIES RESULTING FROM COUNTY COUNCIL'S DIRECTIVE TO DIVIDE THE COMMUNITY DEVELOPMENT DEPARTMENT INTO BUILDING CODES AND PLANNING DEPARTMENTS.

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, on November 20, 2018, County Council elected to modify and reorganize the Community Development Department, so as to establish the Building Codes Division and the Planning Division as separate departments for administrative purposes; and,

WHEREAS, County Council recognizes that there is a need to amend Chapter 38 of the Oconee County Code of Ordinances by revising certain terms contained therein in order to properly describe new departments and department heads resulting from County Council's directive to divide the Community Development Department and establish Building codes and Planning Departments; and,

WHEREAS, County Council has therefore determined to modify certain provisions of Chapter 38 of the Code of Ordinances, in the form attached hereto as Exhibit A, 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 38 of the Code of Ordinances is hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a version of Chapter 38 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

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

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, 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.

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 _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: February 5, 2019

Second Reading: _____

Third Reading: _____

Public Hearing: _____

Exhibit A

Sec. 38-8.5 Methods of initial rezoning. 3. Presentation to county council. Presentation to county council. If county council finds the petition is within the parameters of this chapter, they may direct the planning commission and Planning Department to proceed with amending the zoning chapter and map.

Sec. 38-8.5 Methods of initial rezoning. 5. Initial zoning meeting in district. Following the review of the future land use map, the Planning Department will schedule a public meeting to begin working with citizens to develop a proposed zoning map.

Sec. 38-8.5 Methods of initial rezoning. 8. Planning commission review of proposed zoning map. When completed, the committee shall present their draft map to the planning commission for review. The planning commission shall review the changes to ensure that they are compatible with the comprehensive plan. During this time, the Planning Department shall mail a survey to all district property owners soliciting their opinion of the proposed changes, with a deadline to respond of 30 days. At the end of the survey period, the commission shall forward a recommendation regarding the proposed changes to county council. A positive recommendation of the commission shall require both a finding of compliance with the comprehensive plan, and a minimum of 51 percent of the returned responses to the survey favoring the proposed changes.

Exhibit B

Sec. 38-8.5 Methods of initial rezoning. 3. Presentation to county council. Presentation to county council. If county council finds the petition is within the parameters of this chapter, they may direct the planning commission and ~~community development department~~ **Planning Department** to proceed with amending the zoning chapter and map.

Sec. 38-8.5 Methods of initial rezoning. 5. Initial zoning meeting in district. Following the review of the future land use map, ~~the community development department~~ **Planning Department** will schedule a public meeting to begin working with citizens to develop a proposed zoning map.

Sec. 38-8.5 Methods of initial rezoning. 8. Planning commission review of proposed zoning map. When completed, the committee shall present their draft map to the planning commission for review. The planning commission shall review the changes to ensure that they are compatible with the comprehensive plan. During this time, ~~the community development department~~ **Planning Department** shall mail a survey to all district property owners soliciting their opinion of the proposed changes, with a deadline to respond of 30 days. At the end of the survey period, the commission shall forward a recommendation regarding the proposed changes to county council. A positive recommendation of the commission shall require both a finding of compliance with the comprehensive plan, and a minimum of 51 percent of the returned responses to the survey favoring the proposed changes.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 5, 2019
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Hiring temporary custodian I position to become a permanent custodian I position.

BACKGROUND DESCRIPTION:

The position is currently working 40 hours a week. They are responsible for cleaning the Court House, 1st Floor of Walhalla Health Department, and the Public Defender's Office. Facilities Maintenance currently has four Custodians I and one Custodian II to clean all county buildings. One of the Custodian I positions is responsible for all lawn care and is utilized to clean buildings when needed. Several years ago we made use of some of our professional funds to hire temporary staff to help fill in and it has become necessary that we work this position as a full time employee. We have enough funds in our professional line to move these funds to salary and make this a county employee.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Funds will be transferred from professional services to cover salary and fringe. It also includes the amount need to cover the county insurance. The financial impact will be budget neutral for the current budget year; any financial impact in the future will be any cost of living or anniversary increases that are given. County's yearly total cost will be \$37,290 which includes Health, Dental and Vision Insurance, along with paid holidays and sick leave. The cost of staffing an employee through an agency costs the county \$29,702 which does not include Health, Dental and Vision Insurance, as well as any paid holidays or sick leave.

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

Approved by : AVP Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

Approved by : _____ Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve adding a Custodian I Position to Facilities Maintenance as a budget neutral dollar amount.

Submitted or Prepared By:

Approved for Submittal to Council:

Lake Julian / AVP
Department Head/Elected Official

Amanda F. Brock
Amanda F. Brock, Interim County Administrator

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

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



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Officio]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart		
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020	2019-2022	2017-2020
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	David Bryant [1]	Edward Perry [2]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [<1]
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Walter Rikard [1]	Doug Hollifield [<1]	Sandra Gray	Ed Land [<1]	Vickie Willoughby [<1]	Debbie Sewell [2]	Rex Blanton [<1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Libby Imbody [1]	Mariam Noorai [2]	Tony Adams [1]	Stacy Smith	Shawn-Johnson [4]	VACANT
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner [2]	Gwen Fowler [1]	Bill Gilster [1]	Marty McKee [<2]	Ryan Honea	Josh Lusk [1]	Charles Morgan [<1]
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	George Smith [2]	Matt Rochester [1]	Bob DuBose [2]	Kevin Knight	Kenneth Owen		
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	Ernie Lombard [1]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]
Destination Oconee Action Committee													
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [1]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			Darlene Greene
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [2, 1.22]; Diane Smathers [1, 1.22]; Katherine Smith [1, 1.22]			B. Brackett [1.17]; A. Griffin [1.17]; K. Holleman [P[1.17]]; L. Martin [P[1.17]]; A. Suddeth [2]; C. Morrison [1.17]			
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	Andrew Gramling [1]	Alex Vassey [2]	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail [2]	Mike Johnson
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open						
Capital Project Advisory Committee (end 1.17)													
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV						
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Mr. Scott Moulder, Administrator; Mr. Sammy Dickson						
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge						
ACOG BOD				N/A	NO	January	Council Rep: Mr. Elliott [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]						

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING = reappointment requested - questionnaire on file]

Denotes Individual who DOES NOT WISH TO BE REAPPOINTED

Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.



NOTES
PLANNING & ECONOMIC DEVELOPMENT
COMMITTEE MEETING
December 4, 2018

Presentation regarding Entrepreneurship in Oconee County – Dave Elridge

Mr. Dave Elridge, Oconee Economic Alliance Commission, addressed the Committee highlighting the following:

- Non-profit organization to work with entrepreneurs and small businesses
- Once a month training program at Tri-County Technical College, assign a mentor on a permanent basis if requested, and provide space for a small business for a very low cost for three to four years
- Need another incubator close to the Clemson area

Economic Alliance Update

Ms. Janet Hartman, Interim Economic Alliance Director, addressed the Committee highlighting the following:

- 75 Investors
- \$69 Million in Capital Investment
- 123 New Jobs in 2018
- Agriculture & Tourism
- Education
- Oconee Destination

Regarding the previous discussion regarding the entrepreneurship in Oconee County, Mr. Davis made a motion, seconded by Mr. Hart, approved 3 – 0, to recommend to full Council for approval for Oconee County to begin exploring potential locations for a second incubator that is in closer proximity to Clemson University.

The next Planning & Economic Development Committee meeting is scheduled for Tuesday, March 5, 2019 beginning at 4:30 p.m.



NOTES

LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH & WELFARE COMMITTEE MEETING

Mr. Wayne McCall, Chairman, District II

Mr. Julian Davis, District IV

Mr. John Elliott, District I

January 22, 2019

Presentation regarding continued efforts to improve critical radio communications in Emergency Services – Chief King / Captain Tilson

Chief Charlie King, Oconee County Emergency Services, and Captain Travis Tilson, Oconee County Sheriff's Office, addressed the Committee highlighting the following:

- Fire & Rescue squads operate on an analogue voting system
- Expanded the system
- Equipment upgrades that needs to be made to bring the system up to date
- Received reimbursement from FEMA in the amount of \$72,928
- Recommendation to use the reimbursement funds in the amount needed to upgrade the analogue voter system

Mr. Davis made a motion, seconded by Mr. McCall, approved 3 – 0, to refer to full Council for approval to accept proposal to use FEMA reimbursement funds with an amount not to exceed \$70,698 for Radio Communication System in Oconee County Emergency Services.

Discussion Items

Discussion regarding Recycling Program

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

- Traffic at the Convenience Centers
- Residents outside of Oconee County are dumping at our sites
- Recommendations from Solid Waste staff on how to make the Convenience Center sites more user friendly

It was the consensus of the Committee for Solid Waste staff to continue working on how to improve the Convenience Centers to become more user friendly and bring back to the next Committee meeting.

Discussion of Boating Safety

Sheriff Crenshaw, Oconee County Sheriff's Office, addressed the Committee highlighting the following:

- 2 new boats and backup boat
- Sheriff's Office writes tickets like the SC Department of Natural Resources [SCDNR]
- Boating Safety is important

The Committee took no action on this matter.

Discussion of Portable Safety Signs

Mr. McCall addressed the Committee highlighting the following:

- Started last year
- Must have life jackets for everyone on board, audio signal device, etc.
- Portable signs put out to let residents know what items you must have aboard

The Committee took no action on this matter.

Other Business

Chief Charlie King addressed the Committee regarding an Action Item that is on the agenda for the regular Council meeting beginning at 6pm on January 22, 2019 and highlighted the following:

- Discussion regarding Used 2007 Pierce 75' Aerial Quint Ladder Truck
- Expanding growth in the Corinth-Shiloh area
- Has low miles and low use and meets the intended purpose of replacing a 20 year old engine
- Cost is \$350,000 with current pump test and current aerial test
- Cost savings would be around \$500,000

The Committee took no action on this matter.

The next Law Enforcement, Public Safety, Health & Welfare Committee meeting is scheduled for Tuesday, March 19, 2019 beginning at 4pm.

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

John Elliott
Chair Pro Tem
District I

Wayne McCall
District II

Paul A. Cain
Vice Chair
District III

Julian Davis, III
Chairman
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2019 on the first and third Tuesday of each month with the following exceptions:

- January meetings will be held on the second and fourth Tuesday;
- July, August, & November meetings, which will be **only** on the third Tuesday of each of the three months;
- April meetings will be held on the first and fourth Tuesday.

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 from 2:00 p.m. to 5:00 p.m. on Wednesday, February 27, 2019 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 7, 2020 in Council Chambers at which point they will establish their 2020 Council and Committee meeting schedules.

Oconee County Council will also have a joint workshop with the Oconee County Planning Commission on Thursday, January 17, 2019 in Council Chambers for the purpose of discussing the comprehensive plan.

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

Oconee County Council Committees will meet in 2019 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4 p.m. on the following dates: January 22, March 19, June 18, & September 17, 2019.

The Transportation Committee at 4:30 p.m. on the following dates: February 19, May 7, July 16, & October 1, 2019.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

The Budget, Finance, & Administration Committee at 4:30 p.m. on the following dates: April 2, April 9, April 23, May 7, May 21, & June 4, 2019.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

HOUSES



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PUBLISHERS NOTICE

ALL real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

TRANSPORTATION

AUTOS FOR SALE



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LEGALS

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

Protests must be mailed to:
S.C. Department of Revenue,
ABL SECTION,
P.O. Box 125,
Columbia, SC 29214-0907;
or faxed to: (803) 896-0110

PUBLIC NOTICE

The Oconee County Council will meet in 2019 on the first and third Tuesday of each month with the following exceptions:

- January meetings will be held on the second and fourth Tuesday;
- July, August, & November meetings, which will be only on the third Tuesday of each of the three months;
- April meetings will be held on the first and fourth Tuesday.

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 from 2:00 p.m. to 5:00 p.m. on Wednesday, February 27, 2019 in Council Chambers to establish short and long term goals. Oconee County Council will also meet on Tuesday, January 7, 2020 in Council Chambers at which point they will establish their 2020 Council and Committee meeting schedules. Oconee County Council will also have a joint workshop with the Oconee County Planning Commission on Thursday, January 17, 2019 in Council Chambers for the purpose of discussing the comprehensive plan. Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

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The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

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- Gutter & Roof Cleaning
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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF MEETING SCHEDULE AND EXCEPTIONS FOR 2019

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/12/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/12/2019



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

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



Public Comment
SIGN IN SHEET
6:00 PM

February 5, 2019

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Aaron Desjardis	Library, Handicapped parking, ^{Interim} Administration
2	JAL SHULER	COUNCIL ORGANIZATION
3	Tom Markovich	SEWER Surplus funds
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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.