

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-15**

**AN ORDINANCE TO IMPOSE A MORATORIUM ON ANY
NEW CONSTRUCTION OR DEVELOPMENT OF
PLANNED SUBDIVISIONS SEEKING TO ESTABLISH
MORE THAN 10 RESIDENTIAL DWELLING UNITS, AND
OTHER MATTERS RELATED THERETO.**

WHEREAS, Oconee County Council is empowered to enact ordinances or the implementation and enforcement of powers granted to Oconee County Council pursuant to Section 4-9-30(9) and (17), S.C. Code Ann 1976, as amended, and to exercise such other powers as necessary to promote the health, safety and welfare of Oconee County;

WHEREAS, Oconee County Council determines and finds that the unincorporated area of Oconee County is experiencing significant residential growth which is producing a strain on the infrastructure within the unincorporated areas of the County;

WHEREAS, Oconee County Council determines and finds that it would be beneficial for the promotion of the public interest in orderly and prudent development of the County, for the County to complete a review and amendment of the development provisions of the Oconee County Code of Ordinances (the "Project");

WHEREAS, Oconee County Council further determines and finds that the benefits and effectiveness of the Project will be aided and facilitated by a temporary moratorium on applications and administration processing of such applications for all residential living unit projects of more than ten (10) residential lots within the unincorporated areas of Oconee County;

WHEREAS, Oconee County Council further determines and finds that a period of eight (8) months in duration is the minimum reasonable time needed to complete the Project;

WHEREAS, Oconee County Council believes and finds that it is appropriate to establish, by this Ordinance, a temporary moratorium period of eight (8) months on the acceptance, processing and grant of any approvals, permits or permissions, as desired herein; and

WHEREAS, Oconee County Council finds that it is in the public interest to invoke the pending ordinance doctrine upon first reading of this Ordinance.

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

Section 1. Moratorium on Development of Residential Dwelling Units. All activities by Oconee County, including County staff and any of the County's agents, boards or commissions, in connection with the acceptance, review, processing and granting of application for approvals, permits or permissions related to the development or construction of (a) residential subdivisions of more than ten (10) lots, and (b) any residential living unit projects to include townhomes, apartments, duplexes or any other multi-unit development, all of which are located within the unincorporated area of Oconee County, are temporarily suspended and a temporary moratorium established in order for the County, through its officials and staff, to have adequate time and opportunity to complete the project and for County Council to amend the development portions of the Oconee County Code of Ordinances.

Section 2. Moratorium Period. This temporary suspension and temporary moratorium shall remain in effect for eight (8) months from the date of the third reading of this Ordinance when it shall terminate, unless extended by further action of the Council.

Section 3. Pending Ordinance Doctrine. Applications for permits of sufficient form and content, as determined by County staff, received by the County prior to the date of the beginning of the first reading of the adoption of this Ordinance, may be reviewed and processed by the County. Otherwise, the provisions of this Ordinance shall be effective under the pending ordinance doctrine from the date of approval of first reading.

Section 4. Moratorium Extension. The Council, by subsequent Ordinance, may extend the temporary suspension and temporary moratorium for a further time period upon appropriate funding.

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

Section 6. 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 7. Effective Date. This Ordinance shall become effective and be in full force 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 _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: May 05, 2026
Second Reading: May 07, 2026
Third Reading: May 19, 2026
Public Hearing: May 19, 2026

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-13**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND OCONEE HISTORY MUSEUM, INC., AS LESSEE, FOR CERTAIN REAL PROPERTY, KNOWN AS THE TOBACCO BARN, LOCATED AT 123 BROWN SQUARE DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Oconee County previously entered into a lease agreement with Oconee History Museum, Inc., formerly the Oconee Heritage Center, Inc., for the premises known as the Tobacco Barn located at 123 Brown Square Drive, Walhalla, South Carolina; the terms of which will expire on June 20, 2026;

WHEREAS, Oconee County desires to execute and enter into a new Lease Agreement (the “Lease Agreement”), with Oconee History Museum, Inc, for the continued preservation and promotion of the history and cultural heritage of Oconee County.

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

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

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease Agreement 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 _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: May 05, 2026
Second Reading: May 19, 2026
Third Reading: June 16, 2026
Public Hearing: June 16, 2026

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this ____ day of June, 2026, by and between Oconee County, South Carolina, hereinafter referred to as the “Lessor,” and Oconee History Museum, Inc., hereinafter referred to as the “Lessee.”

ARTICLE I: PREMISES

For and in consideration of the mutual covenants and agreements herein contained, the Lessor hereby leases unto the Lessee, and the Lessee hereby agrees to lease from the Lessor, the premises commonly known as the Oconee History Museum, located in the old “Tobacco Barn”, at the corner of Tugaloo Street and Broad Street in Walhalla, South Carolina. Premises includes parking immediately in front of building, garden area and green space by the basement. (hereinafter referred to as the “Premises”). Premises does not include the retaining wall separating the upper parking from the lower level basement area.

ARTICLE II: TERM AND RENTAL

2.1 TERM

The term of this Lease shall continue for a period of twenty-five (25) years, commencing on the 20th day of June, 2026 and expiring on June 16, 2051, unless terminated pursuant to the terms and conditions herein.

2.2 RENTAL

The rental for the Premises shall be the sum of one (\$1.00) dollar per annum, as the museum is a publicly accessible facility providing valuable historical information to interested visitors.

2.3 OPTIONAL RENEWAL

Lessor hereby grants to the Lessee the right and option to renew this Lease for an additional twenty-five (25) years, under the same terms and conditions as herein set forth with the exception of this option to renew and the rental for the renewed term. PROVIDED that the Lessee shall give notice to the 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 the Lessee. And PROVIDED FURTHER that Lessor agrees to renew the Lease.

ARTICLE III: REPAIR AND MAINTENANCE

Lessee agrees to accept the Premises in their current condition and state of repair existing upon the date of taking possession hereunder, except such exterior improvements as Lessor may undertake.

Lessee shall be responsible for all maintenance and upkeep of the Premises without exception, unless specifically stated otherwise herein. Lessor will consider major repairs on a case-by-case basis as funds allow.

If any mechanical equipment located on the Premises is presently under warranty, Lessor agrees to make such warranty information available to Lessee; however, Lessor's responsibility for maintenance of such units shall be limited to that contained in the manufacturer's warranty.

ARTICLE IV: COVENANTS OF LESSOR

4.1 The Lessor covenants that the Lessee shall peaceably and quietly hold and enjoy the leased Premises during the term of this Lease without hindrance or interruption by the Lessor.

4.2 The Lessor agrees to timely pay any taxes and assessments which may become due and owing upon the Premises except those specifically assigned to Lessee herein.

4.3 The Lessor shall keep and maintain fire and hazard insurance on the leased Premises for its own protection, but will not be responsible for insuring the contents or personal property of the Lessee located upon the Premises.

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

4.5 Lessor reserves the right to enter upon the Premises from time to time for purposes of inspection, provided such inspections are conducted in a manner that does not interfere with the continued peaceful possession and operation of the Premises by Lessee.

ARTICLE V: COVENANTS OF LESSEE

5.1 Lessee agrees to timely pay all rental obligations due under this Lease and shall not permit any unlawful activity upon the Premises or any condition that would adversely impact insurance rates or materially 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 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 increases throughout the term of this Lease and any optional period exercised by Lessee.

5.2 Lessee shall not sublease the Premises or assign this Lease to any other person, firm, or corporation without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

5.3 Lessee shall be responsible for all alterations or improvements made upon the Premises with the consent of the Lessor. No alteration shall be made without prior written approval of the Lessor, and Lessee shall pay 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 the Lease.

5.4 Lessee shall timely pay all utility charges consumed upon the Premises, except as otherwise provided herein, as well as any ad valorem taxes or assessments attributable to Lessee's personal property.

5.5 Lessee shall maintain public liability insurance throughout the term of this Lease in amounts reasonably required by the Lessor. Minimum coverage shall initially be One Million Dollars (\$1,000,000.00) combined single limit coverage. The parties may periodically review and adjust minimum coverage requirements as appropriate every five (5) years. 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 At the expiration or termination of this Lease, Lessee shall return the Premises to 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 any damage caused by the negligence of Lessee, its employees, agents, invitees, or customers.

5.7 Should Lessor find it necessary to bring legal action to enforce any provision of this Lease, including collection of rental payments, Lessor shall be entitled to recover reasonable attorney's fees, court costs, and related expenses in connection with the enforcement of its claim.

ARTICLE VI: MUTUAL COVENANTS

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

6.1 If Lessee breaches any term or condition of this Lease, including failure to pay rental obligations for a period exceeding thirty (30) days after written notice, and if such default continues after ten (10) days written notice to cure the same, then in any such event the Lessor may terminate this Lease, have the right to retake possession of the Leased Premises immediately, and all rights of possession of the Lessee shall end and the Lessor may pursue any remedies available at law or equity.

6.2 In the event the Premises, or any portion thereof, are acquired through eminent domain or condemnation proceedings in a manner that materially impairs the usefulness of the Premises, including but not limited to the taking of more than 30% of the parking area adjacent to the building, then the Lessor shall have the option to restore substitute facilities as to restore the usefulness of the Premises to the Lessee or if the Lessor is unable to restore or unwilling to do so, Lessee shall have the right to terminate this Lease. Lessee shall have no claim to any condemnation award paid to Lessor for the taking of the Premises.

6.3 Bankruptcy, assignment for the benefit of creditors, or receivership involving Lessee, whether 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 rental when due.

6.4 In the event the Premises are damaged or destroyed by fire or other casualty not caused by the negligence of Lessee, its agents, employees, or invitees, such that the Premises become untenantable, the Lease may be terminated unless the Premises are restored within a reasonable period of time.

6.5 Any special use rights, access privileges, or ancillary use areas previously granted by the Lessor may continue only so long as such uses do not interfere with the operations of the Lessor and may be modified or terminated upon reasonable written notice.

6.6 This Lease contains the entire agreement between the parties and may only be modified by written amendment executed by both parties.

6.7 This Lease shall be binding upon and inure to the benefit of the parties, their successors, heirs, and assigns.

6.8 Notices required under this Lease shall be delivered personally or mailed to the addresses listed below, unless otherwise updated in writing.

IN WITNESS WHEREOF

The parties hereto have executed this Lease Agreement on the day and year first above written.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

LESSOR:

Witness: _____

Witness: _____

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Name: _____

Title: _____

Address:

415 South Pine Street
Walhalla, South Carolina 29691

LESSEE:

Witness: _____

Witness: _____

By: _____

Name: _____

Title: _____

Address:

Oconee History Museum, Inc
123 Browns Square
Walhalla, SC 29691

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-14**

AN ORDINANCE TO EXEMPT FROM THE PROPERTY TAX, FORTY-TWO AND 75/100 PERCENT OF THE FAIR MARKET VALUE OF A WATERCRAFT AND ITS MOTOR PURSUANT TO S.C. CODE ANN. SECTION 12-37-220 (B)(38)(B).

WHEREAS, Whereas, pursuant to S.C. Code Ann. Sec 12-37-220 (B) (38) (b) the governing body of a County may exempt from the property tax, forty-two and 75/100 percent (42.75%) of the fair market value of a watercraft and its motor provided that this exemption from taxation does not apply to a boat or watercraft classified for property tax purposes as a primary or secondary resident pursuant to S.C. Code Ann. Sec 12-37-224.

NOW THEREFORE, be it ordained, by County Council in meeting duly assembled that the exemption set for in the recital above is hereby adopted and shall be in full force and effect for the 2026 tax levy year for taxes due on or after January 1, 2027 and thereafter.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: May 05, 2026
Second Reading: May 19, 2026
Third Reading: June 16, 2026
Public Hearing: June 16, 2026

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-16**

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA FOR THE ADMINISTRATION AND OPERATION OF 911 AND DISPATCH COMMUNICATION SERVICES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (“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 for preserving health, peace, order and good government therein;

WHEREAS, the County desires to entire into an Intergovernmental Agreement for Dispatch and 911 Communications Service for the City of Seneca (“Seneca”) in order to ensure proper emergency response for unincorporated areas if the County, as well as within the municipal city limits; and

WHEREAS, County Council has reviewed the form of the Agreement, attached hereto as Exhibit A, and determined it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Agreements with the City of Seneca, and the County wishes to approve the same and to authorize the County Administrator to execute and deliver the Agreement and all related agreements and documents necessary or incidental thereto.

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

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

1. The Agreement, attached hereto as Exhibit A, is hereby approved and the County Administrator is hereby authorized to execute and deliver the Agreement in substantially the same form as attached hereto.
2. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Agreement and to execute and deliver any such documents and instruments on behalf of the County.
3. Should any part of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.

4. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: May 05, 2026
Second Reading: May 19, 2026
Third Reading: June 16, 2026
Public Hearing: June 16, 2026

EXHIBIT A

[*Attached*]

STATE OF SOUTH CAROLINA)
CITY OF SENECA)
AGREEMENT
COUNTY OF OCONEE)

INTERGOVERNMENTAL

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") dated as of the _____ day of _____, 2026 is made and entered into by and between the City of Seneca, South Carolina (the "City") and Oconee County, South Carolina (the "County"), each, in its own right, being a body politic and corporate and a political subdivision of the State of South Carolina (the "State").

WHEREAS, the City desires the County take on the City's dispatch and 911 service; and

WHEREAS, the County desires to take on the City's dispatch and 911 service; and

WHEREAS, in order to purchase and operate the dispatch and 911 service, the City and the County desire to enter into this Agreement to provide the rights, obligations, and services described herein;

NOW, THEREFORE, BE IT AGREED:

1. The County proposes to enter into a contract for the purchase of the City's entire 911 service.
2. The purchase price to be paid by the City to the County shall be \$240,000. annually payable _____.
3. The term of this agreement shall be for four (4) years beginning on the _____ day of _____, 2026, and ending on the _____ day of _____, 2030.
4. The following shall constitute an event of default: If either the County or the City shall: (a) admit in writing its inability to pay its debts generally as they become due; (b) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (c) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization, or similar law, or have such a proceeding commenced against it and, in the case of an involuntary proceeding, either have an order of insolvency or reorganization entered against it or have the proceeding remain dismissed and unstayed for ninety (90) days; (d) make an assignment for the benefit of creditors; or (e) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
5. In the event of default, the non-defaulting party shall have the right to terminate this Agreement upon giving notice of termination to the defaulting party.
6. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when either hand delivered or deposited in the United States mail, certified mail, return receipt requested, with postage prepaid, and addressed to the party or parties for whom intended as follows:

If to the County:

Oconee County, South Carolina

Attention: County Administrator

If to the City:

City of Seneca

Attention: City Manager

The County or the City by notice given hereunder, may designate any further or different address as to which subsequent notices, certificates, requests, or other communications shall be sent.

No covenant, obligation, or agreement contained herein shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the County or the City, in any other than his official capacity, and neither the members of the County Council or the City Council, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of the County or the City contained in this Agreement.

This agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the County, the City, and their respective successors and assigns.

This agreement may not be effectively amended, changed, modified, altered, or terminated, except in accordance with the express provisions of this Agreement or with the written consent of all parties hereto.

If any other provision of this Agreement, or any covenant, obligation, or agreement contained herein, is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

This Agreement shall be deemed to be a contract made under the laws of the State of South Carolina and for all purposes shall be governed by and construed in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be duly executed in their respective names, all as of the date first above written.

CAROLINA

(SEAL)

ATTEST:

By: _____
Clerk to County Council

OCONEE COUNTY, SOUTH

By: _____
Chairman, Oconee County Council

CAROLINA

(SEAL)

ATTEST:

By: _____
Clerk to City Council

CITY OF SENECA, SOUTH

By: _____
City Manager

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-17**

AN ORDINANCE TO AMEND CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES TO RENAME THE "CONTROL FREE DISTRICT" AND ITS ABBREVIATION "CFD" TO THE "GENERAL USE DISTRICT" AND "GUD" RESPECTIVELY, AND TO MAKE CONFORMING CHANGES THROUGHOUT CHAPTER 38; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County Council is empowered under S.C. Code Ann. § 4-9-30 and § 6-29-710 et seq. to enact and amend zoning ordinances regulating the use of land within the unincorporated areas of the County; and

WHEREAS, Section 38-10.2 of the Oconee County Code of Ordinances establishes a base zoning district presently named the "Control Free District" (CFD), which serves as the default zoning classification for parcels in the unincorporated County that have not been rezoned to another district; and

WHEREAS, the name "Control Free District" is misleading because the district is not free of regulatory controls, but in fact contains minimum lot size requirements, maximum density limits, front, side, and rear setback requirements, maximum structure height limits, and other dimensional standards applicable to both residential and nonresidential uses; and

WHEREAS, Ordinance No. 2024-18, adopted July 16, 2024, further established minimum lot size and maximum density provisions for residential uses within the district, making the existing "Control Free" designation even less reflective of the actual regulatory framework; and

WHEREAS, the existing name regularly causes confusion among property owners, developers, real estate professionals, and the general public regarding the regulations applicable to parcels in this district; and

WHEREAS, the term "General Use District" more accurately describes a permissive base district that accommodates a broad range of residential and nonresidential uses subject to baseline dimensional standards, and is consistent with terminology used in other jurisdictions in South Carolina and across the United States; and

WHEREAS, This Ordinance effects a change in name and abbreviation only, and does not amend, alter, expand, or restrict the dimensional requirements, permitted uses, exceptions, or applicability of the district as those provisions exist on the effective date hereof; and

WHEREAS, County Council finds that renaming the district will improve public understanding of the County's zoning ordinance, reduce administrative burden on Planning Department staff, and serve the public interest;

NOW, THEREFORE, BE IT ORDAINED by the Oconee County Council, in meeting duly assembled, that:

Section 1. Renaming of District; Global Conforming Amendments.

All references in Chapter 38 of the Oconee County Code of Ordinances to the "Control Free District," "control free district," and the abbreviation "CFD," wherever they appear, are hereby amended to read "General Use District," "general use district," and "GUD," respectively. The Code Index and any tables, matrices, cross-references, headings, captions, and footnotes within Chapter 38 shall be conformed accordingly without further action of Council. The specific textual amendments to identified sections are set forth in Sections 2 through 7 of this Ordinance, and a redline showing all such amendments is set forth in Exhibit A to the accompanying Exhibits package, which is incorporated herein by reference.

Section 2. Amendment of Section 38-2.10.

Section 38-2.10 of the Oconee County Code of Ordinances, titled "Zoning districts/abbreviations," is hereby amended such that the entry presently reading "CFD Control Free District . . . Section 38-10.2" shall be amended to read "GUD General Use District . . . Section 38-10.2," and shall be re-positioned in the table to maintain proper alphabetical order, with all other entries in the table remaining unchanged.

Section 3. Amendment of Section 38-9.5 and Section 38-10.1.

The list of base zoning districts set forth in Section 38-9.5 and Section 38-10.1 of the Oconee County Code of Ordinances is hereby amended such that the entry presently reading "CFD Control Free District . . . Section 38-10.2" shall be amended to read "GUD General Use District . . . Section 38-10.2," with all other entries in such lists remaining unchanged.

Section 4. Amendment of Section 38-10.2.

Section 38-10.2 of the Oconee County Code of Ordinances is hereby amended as follows:

- (a) The section heading is amended to read: "Sec. 38-10.2. General use district (GUD)."
- (b) The first paragraph of Section 38-10.2 is amended to read in its entirety as follows: "The general use district is intended to be the initial zoning district for all parcels within the jurisdiction at the time of initial adoption of zoning in Oconee County, only; any parcel subsequently rezoned to any other district shall not be a part of the general use district at any future date."
- (c) The dimensional requirements tables, lettered exceptions A through H, and the ordinance history note following Section 38-10.2 shall remain in full force and effect, with all internal references to the "control free district" conformed to read "general use district."

Section 5. Amendment of Section 38-9.4(d).

Section 38-9.4(d) of the Oconee County Code of Ordinances is hereby amended such that the cross-reference reading "(See section 38-10.2 for all setback requirements in the control free district of the county.)" is amended to read "(See section 38-10.2 for all setback requirements in the general use district of the county.)"

Section 6. Amendment of Section 38-10.16 (Zoning Use Matrix).

The zoning use matrix set forth in Section 38-10.16 of the Oconee County Code of Ordinances is hereby amended such that the column header presently labeled "CFD" shall be amended to read "GUD," with no change to the permitted, conditional, or prohibited use designations within the matrix.

Section 7. Amendment of the Code Index.

The Code Index of the Oconee County Code of Ordinances is hereby amended such that the entry presently reading "Control free district (CFD) . . . 38-10.2" is deleted, and a new entry reading "General use district (GUD) . . . 38-10.2" is inserted in its proper alphabetical position under the letter "G."

Section 8. Official Zoning Map and County Records.

The Planning Director is hereby directed to update the Official Zoning Map of Oconee County, all geographic information system (GIS) layers maintained by the County, all permit and rezoning application forms, and all public-facing informational materials to reflect the renaming of the Control Free District to the General Use District, in a manner consistent with this Ordinance, on or before ninety (90) days following the effective date hereof. An implementation checklist setting forth the specific records and materials to be updated is set forth in Exhibit D to the accompanying Exhibits package, which is incorporated herein by reference.

Section 9. No Substantive Change; No Rezoning Effected.

This Ordinance effects a change in name and abbreviation only. The dimensional requirements, permitted uses, conditional uses, exceptions, and applicability of the district renamed herein shall continue in full force and effect without modification. No parcel currently classified as Control Free District shall be deemed to have been rezoned by virtue of this Ordinance, and no such parcel shall lose its status as the initial zoning district under Section 38-10.2 by reason of the name change effected herein. A statement of no substantive change is set forth in Exhibit C to the accompanying Exhibits package, which is incorporated herein by reference.

Section 10. Construction of Prior References; Codification.

Any deed, plat, contract, permit, certificate, approval, order, or other instrument recorded or issued by or on behalf of Oconee County, or recorded in the Office of the Oconee County Register of Deeds, prior to the effective date of this Ordinance that references the "Control Free District" or the abbreviation "CFD" shall be construed to refer to the "General Use District" and the abbreviation "GUD," respectively, without need for amendment, re-recording, re-issuance, or other corrective action. This Section shall be codified as Section 38-10.2(I) of the Oconee County Code of Ordinances, appearing as the final lettered subsection following existing exception H of Section 38-10.2, and shall read in the Code as follows:

"I. Any deed, plat, contract, permit, certificate, approval, order, or other instrument recorded or issued prior to July 1, 2026, that references the "Control Free District" or "CFD" shall be construed to refer to the "General Use District" or "GUD," respectively."

***Drafting note:** The Clerk to Council is directed to coordinate with the County's codification vendor to insert this provision as subsection (I) of Section 38-10.2, and to substitute the actual effective date of this Ordinance for the placeholder date shown above at the time of codification.*

Section 11. Severability.

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

Section 12. Repeal of Conflicting Provisions.

All ordinances, resolutions, or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 13. Effective Date.

This Ordinance shall take effect and be in full force immediately upon third reading and adoption by Oconee County Council in accordance with applicable law.

ORDAINED in meeting duly assembled, this _____ day of _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Council

Matthew Durham
Chair, Oconee County Council

First Reading: May 05, 2026
Second Reading: May 19, 2026
Public Hearing: June 16, 2026
Third Reading: June 16, 2026

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE NO. 2026-17

EXHIBITS

**To the Ordinance Amending Chapter 38 of the Oconee County Code of Ordinances to
Rename the Control Free District (CFD) to the General Use District (GUD)**

Exhibit A — Redline of Amendments to Chapter 38

Exhibit B — Before and After Text Comparison

Exhibit C — Statement of No Substantive Change

Exhibit D — Implementation Checklist for Planning Director

EXHIBIT A

REDLINE OF AMENDMENTS TO CHAPTER 38

Legend: ~~strikethrough text~~ indicates language to be deleted; underlined text indicates language to be added. Unchanged text is shown in plain type for context.

Sec. 38-2.10. Zoning districts/abbreviations.

~~CFD~~_GUD ~~Control Free District~~ General Use District Section 38-10.2

TRD Traditional Rural District Section 38-10.3

RRD Rural Residential District Section 38-10.4

CD Conservation District Section 38-10.5

AD Agricultural District Section 38-10.6

[remaining entries unchanged]

Drafting note: Upon adoption, the GUD entry should be re-positioned to maintain alphabetical order within the abbreviations table.

Sec. 38-9.4(d). Building lines.

(d) Building lines. (See section 38-10.2 for all setback requirements in the ~~control free district~~ general use district of the county.)

Sec. 38-9.5 and Sec. 38-10.1. Establishment of base zoning districts.

[Introductory paragraphs unchanged.]

~~CFD~~_GUD ~~Control Free District~~ General Use District Section 38-10.2

TRD Traditional Rural District Section 38-10.3

RRD Rural Residential District Section 38-10.4

[remaining entries unchanged]

Sec. 38-10.2. Heading and first paragraph.

Sec. 38-10.2. ~~Control free district (CFD).~~ General use district (GUD).

The ~~control free district~~ general use district is intended to be the initial zoning district for all parcels within the jurisdiction at the time of initial adoption of zoning in Oconee County, only;

any parcel subsequently rezoned to any other district shall not be a part of the ~~control-free district~~ [general use district](#) at any future date.

Dimensional requirements: [tables, exceptions A through H, and ordinance history note unchanged.]

Sec. 38-10.16. Zoning use matrix.

The first column header in the zoning use matrix is amended as follows. All other column headers, row entries, and use designations remain unchanged.

Existing column header	Amended column header	Other matrix headers
CFD	GUD	TRD, RRD, CD, AD, RD, LRD, CCD, HCD, ID, ARD, PRLD, MUD, PDD (unchanged)

Code Index. Zoning districts subheading.

Conservation district (CD) 38-10.5

~~Control-free district (CFD) 38-10.2~~

Establishment of base zoning districts 38-10.1

[Existing entries continue alphabetically.]

[General use district \(GUD\) 38-10.2](#)

Highway commercial district (HCD) 38-10.10

Drafting note: *The new "General use district" entry shall be inserted in its proper alphabetical position under the letter "G," between the existing "Establishment of base zoning districts" entry and the "Highway commercial district (HCD)" entry.*

EXHIBIT B

BEFORE AND AFTER TEXT COMPARISON

This Exhibit sets forth, in two-column format, the existing text of each affected provision in Chapter 38 alongside the amended text as it will read upon adoption of this Ordinance.

Sec. 38-2.10. Zoning districts/abbreviations (first entry).

EXISTING TEXT	AMENDED TEXT
CFD Control Free District Section 38-10.2	GUD General Use District Section 38-10.2 (re-positioned alphabetically within the table)

Sec. 38-9.4(d). Building lines.

EXISTING TEXT	AMENDED TEXT
(d) Building lines. (See section 38-10.2 for all setback requirements in the control free district of the county.)	(d) Building lines. (See section 38-10.2 for all setback requirements in the general use district of the county.)

Sec. 38-9.5 and Sec. 38-10.1. Base zoning districts list (first entry).

EXISTING TEXT	AMENDED TEXT
CFD Control Free District Section 38-10.2	GUD General Use District Section 38-10.2

Sec. 38-10.2. Section heading.

EXISTING TEXT	AMENDED TEXT
Sec. 38-10.2. Control free district (CFD).	Sec. 38-10.2. General use district (GUD).

Sec. 38-10.2. First paragraph.

EXISTING TEXT	AMENDED TEXT
----------------------	---------------------

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

Sec. 38-10.16. Zoning use matrix column header.

EXISTING TEXT	AMENDED TEXT
CFD	GUD

Code Index. Zoning districts subheading entry.

EXISTING TEXT	AMENDED TEXT
Control free district (CFD) 38-10.2 (positioned under the letter "C")	General use district (GUD) 38-10.2 (re-positioned under the letter "G")

EXHIBIT C

STATEMENT OF NO SUBSTANTIVE CHANGE

For the avoidance of doubt and to provide guidance to property owners, developers, the Planning Department, the Board of Zoning Appeals, and any reviewing court, Oconee County Council confirms the following with respect to the amendments effected by this Ordinance:

1. Scope of Change.

The sole change effected by this Ordinance is the renaming of the base zoning district presently known as the "Control Free District" (CFD) to the "General Use District" (GUD), together with conforming changes to cross-references, headings, captions, tables, matrices, the Code Index, the Official Zoning Map, GIS layers, and County application forms and informational materials.

2. Provisions Unchanged.

The following provisions of Section 38-10.2 are not amended by this Ordinance and shall continue in full force and effect:

- The dimensional requirements table for residential uses, including minimum lot size, maximum density, minimum width, front, side, and rear setback requirements, and maximum structure height.
- The dimensional requirements table for nonresidential uses, including minimum lot size tiers, minimum width, front, side, and rear setback requirements, and maximum structure height.
- Lettered exception A regarding subdivision plats recorded prior to May 7, 2002.
- Lettered exception B regarding lot lines separating dwelling units in multi-family housing structures.
- Lettered exception C regarding setback application to multi-family housing structures on a single lot.
- Lettered exception D regarding lot lines separating commercial units in multi-unit commercial structures.
- Lettered exception E regarding setback application to multi-unit commercial developments on a single lot.
- Lettered exception F regarding lots lawfully created prior to July 18, 2024.
- Lettered exception G regarding subdivision developments totaling ten or fewer new parcels.

- Lettered exception H regarding accessory dwelling units occupied by employees or relatives.
- The ordinance history note recording amendments by Ord. Nos. 2012-14, 2015-15, 2016-40, 2017-31, 2018-04, and 2024-18.
- All permitted, conditional, and special exception uses identified in the Section 38-10.16 zoning use matrix as applicable to the district.
- The status of the district as the initial zoning district under Section 38-10.2, and the rule that a parcel rezoned to any other district shall not return to this district.

3. No Rezoning Effected.

No parcel of real property in Oconee County shall be deemed to have been rezoned, reclassified, or otherwise altered in its zoning status by virtue of this Ordinance. Every parcel currently classified as Control Free District shall, upon the effective date of this Ordinance, be classified as General Use District, with all rights, restrictions, exceptions, and obligations applicable to such parcel remaining identical to those in effect immediately prior to the effective date hereof.

4. Vested Rights and Pending Applications.

Any vested rights, nonconforming use status, conditional use approval, special exception, variance, or other land use entitlement applicable to a parcel classified as Control Free District prior to the effective date of this Ordinance shall continue in full force and effect upon and after the effective date hereof. Any application for a permit, plat approval, rezoning, conditional use, special exception, or variance pending before the County on the effective date hereof shall be processed under the dimensional requirements and use provisions in effect at the time of application, with the district name conformed to read "General Use District" in any approval document or permit issued.

5. Construction in Existing Documents.

Any deed, plat, contract, permit, certificate, or other instrument recorded or issued prior to the effective date of this Ordinance that references the "Control Free District" or "CFD" shall be construed to refer to the "General Use District" or "GUD" without need for amendment, re-recording, or re-issuance.

EXHIBIT D

IMPLEMENTATION CHECKLIST FOR PLANNING DIRECTOR

The following materials and records shall be updated within ninety (90) days of the effective date of this Ordinance to reflect the renaming of the Control Free District to the General Use District. The Planning Director shall provide a written status report to County Council confirming completion.

<input type="checkbox"/>	Item	Responsible Party
<input type="checkbox"/>	Update the Official Zoning Map of Oconee County, including the legend, district color key, and any printed reference copies maintained in the office of the Zoning Official.	Planning Director / Zoning Official
<input type="checkbox"/>	Update all geographic information system (GIS) layers, including the public-facing parcel viewer, internal staff layers, and any data feeds shared with municipal partners or third parties.	GIS Coordinator
<input type="checkbox"/>	Update all permit application forms, including land use permits, building permits, sign permits, and accessory structure applications, to reflect the GUD designation.	Planning Department
<input type="checkbox"/>	Update all rezoning, conditional use, special exception, and variance application forms.	Planning Department
<input type="checkbox"/>	Update the County website, including the zoning information pages, downloadable forms, and any online educational materials referencing the CFD.	Communications / IT
<input type="checkbox"/>	Update internal staff procedures, intake checklists, plan review templates, and standard correspondence templates.	Planning Director
<input type="checkbox"/>	Coordinate with the County's codification vendor (Municode or successor) to publish the amended Chapter 38 in the next regular supplement.	Clerk to Council / County Administrator
<input type="checkbox"/>	Issue a public notice on the County website and through the Communications Office explaining the name change and confirming that no substantive zoning rules have changed.	Communications / Planning Director
<input type="checkbox"/>	Notify the Board of Zoning Appeals, the Planning Commission, the Building Codes Board of Appeals, and	Clerk to Council

	the Council on Aging Land Use Committee of the name change.	
<input type="checkbox"/>	Provide written notice to the South Carolina Department of Revenue, the County Assessor, the County Auditor, and the Register of Deeds confirming the name change for informational purposes.	County Administrator
<input type="checkbox"/>	Provide written status report to County Council within ninety (90) days confirming completion of all items above.	Planning Director

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-19**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE, INC. FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT PROPERTY OWNED BY OCONEE COUNTY AND LOCATED AT MOORES ROAD, SENECA, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 240-00-04-014; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, owns certain property located at Moores Road, Seneca, South Carolina (“County Property”);

WHEREAS, Blue Ridge Electric Cooperative, Inc. wishes to acquire from the County, and the County wishes to grant to Blue Ridge Electric Cooperative, Inc., certain easement rights for the construction, maintenance, alteration, and replacement of an electric line or lines, for overhead or underground electric transmission, distribution, and communication lines under and through certain portions of the County Property (collectively, the “Easement Rights”);

WHEREAS, the form, terms, and provisions of the easement agreement (the “Easement Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

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

1. Council hereby approves the grant of the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, with only such changes as are not materially adverse to the County.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in form and substance acceptable to the County Administrator.
4. Should any part of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not

affect the remaining terms and provisions of this Ordinance.

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

ORDAINED in meeting, duly assembled, this _____ day of _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: May 19, 2026
Second Reading: June 16, 2026
Third Reading: July 07, 2026
Public Hearing: July 07, 2026

EXHIBIT A

[*Attached*]

S/O # N/A
ACCT # N/A
JOB # 1016950-908773
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA }
 }
COUNTY OF OCONEE }

Map No. Near 334-74-026
Tax Map 240-00-04-014

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) OCONEE COUNTY

and our heirs, successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter called the "Cooperative"), the receipt of which is hereby acknowledged, do hereby grant unto the Cooperative, its' successors, lessees and assigns, the perpetual right, privilege, and easement:

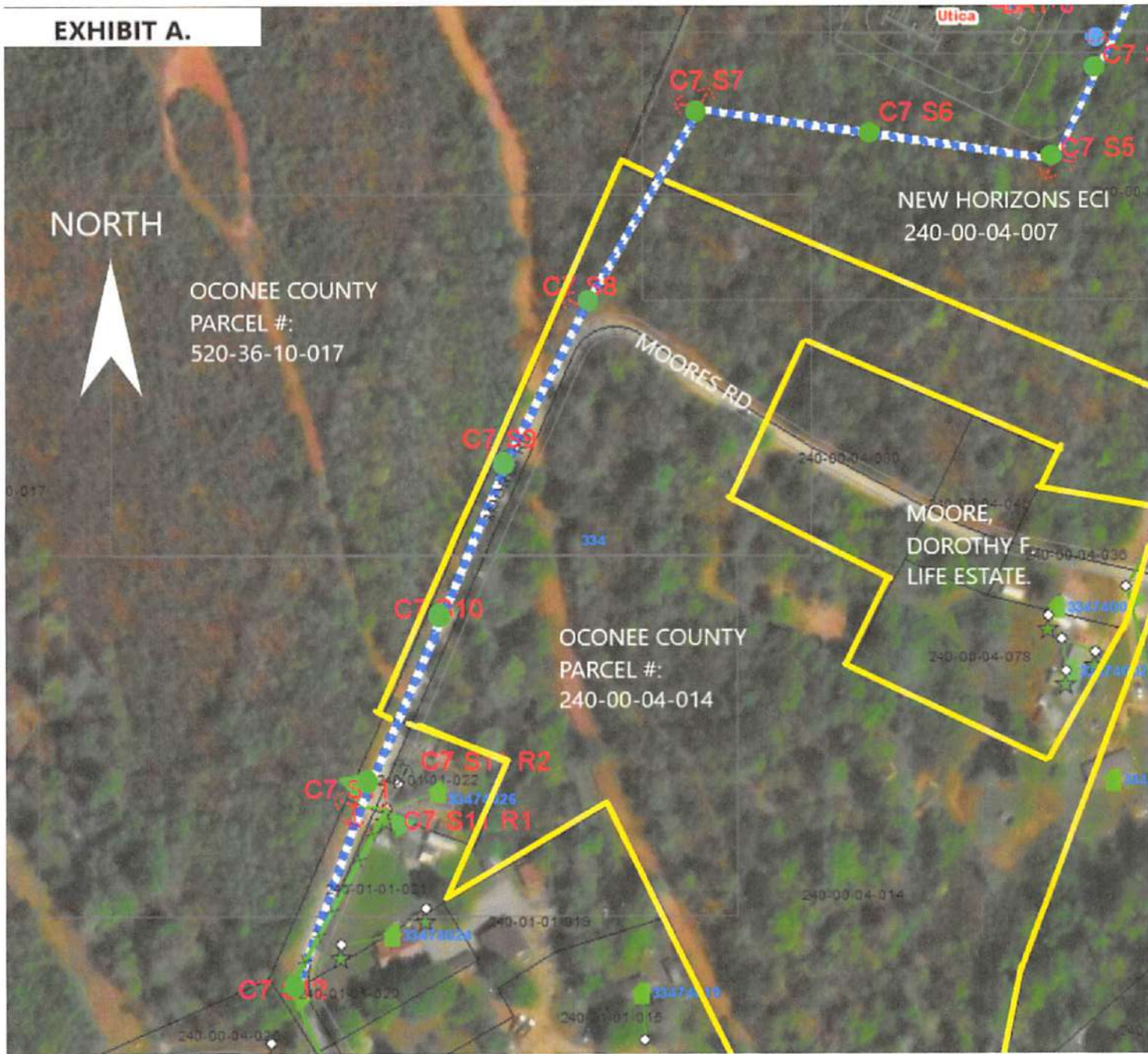
1. To go upon the tract of land of the Grantor, containing 17.84 acres, more or less, on Road(s) MOORES RD, situated about .01 miles in the EAST direction from the town of SENECA, and being bounded by lands of MEALOR FREDDA KAY, OCONEE COUNTY, and NEW HORIZONS ELECTRIC COOP INC.
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within the right-of-way strip such poles, structures, overhead and underground wires and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors located outside the right-of-way strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof.
The right-of-way strip is defined as: twenty feet on each side of the centerline of any overhead primary facilities, eight feet on each side of where only underground facilities are installed, and five feet on each side where only overhead service facilities are necessary;
3. To enter upon said land at any time for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof;
4. To make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient;
5. To keep and maintain, as the Cooperative deems necessary, a right-of-way clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2;
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right-of-way strip.
7. To implement the following provisions: SEE ATTACHED EXHIBIT A DRAWING.

The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said right-of-way. The Grantor agrees that no wells shall be dug on said strip, that no septic tank, absorption pits, or underground storage tanks shall be placed on said strip, that no building or other structures shall be erected thereon; and that said strip shall not be used for burial grounds.

The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.




TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

EXHIBIT A.



LEGEND

NOTE: DRAWING NOT TO SCALE.

-  PROPOSED NEW POLE LOCATION.
-  OCONEE COUNTY PROPERTY LINE.
-  PROPOSED NEW POWERLINE ROUTE WITH 40' WIDE RIGHT OF WAY.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-20**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE, INC. FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT PROPERTY OWNED BY OCONEE COUNTY AND LOCATED AT OWENS ROAD AND MOORES ROAD, SENECA, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 520-36-10-017; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, owns certain property located at Owens Road and Moores Road, Seneca, South Carolina (“County Property”);

WHEREAS, Blue Ridge Electric Cooperative, Inc. wishes to acquire from the County, and the County wishes to grant to Blue Ridge Electric Cooperative, Inc., certain easement rights for the construction, maintenance, alteration, and replacement of an electric line or lines, for overhead or underground electric transmission, distribution, and communication lines under and through certain portions of the County Property (collectively, the “Easement Rights”);

WHEREAS, the form, terms, and provisions of the easement agreement (the “Easement Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

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

1. Council hereby approves the grant of the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, with only such changes as are not materially adverse to the County.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in form and substance acceptable to the County Administrator.
4. Should any part of this Ordinance be deemed unconstitutional or otherwise

unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: May 19, 2026
Second Reading: June 16, 2026
Third Reading: July 07, 2026
Public Hearing: July 07, 2026

EXHIBIT A

[Attached]

S/O # N/A
ACCT # N/A
JOB # 1016950-908773
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA }
 }
COUNTY OF OCONEE }

Map No. Near 334-74-026
Tax Map 520-36-10-017

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) OCONEE COUNTY

and our heirs, successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter called the "Cooperative"), the receipt of which is hereby acknowledged, do hereby grant unto the Cooperative, its' successors, lessees and assigns, the perpetual right, privilege, and easement:

1. To go upon the tract of land of the Grantor, containing 110.93 acres, more or less, on Road(s) OWENS RD. AND MOORES RD, situated about .01 miles in the EAST direction from the town of SENECA, and being bounded by lands of MEALOR FREDDA KAY, OCONEE COUNTY, and PINE RIDGE MHC SC LLC.
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within the right-of-way strip such poles, structures, overhead and underground wires and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors located outside the right-of-way strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof.
The right-of-way strip is defined as: twenty feet on each side of the centerline of any overhead primary facilities, eight feet on each side of where only underground facilities are installed, and five feet on each side where only overhead service facilities are necessary;
3. To enter upon said land at any time for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof;
4. To make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient;
5. To keep and maintain, as the Cooperative deems necessary, a right-of-way clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2;
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right-of-way strip.
7. To implement the following provisions: SEE ATTACHED EXHIBIT A DRAWING.

The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said right-of-way. The Grantor agrees that no wells shall be dug on said strip, that no septic tank, absorption pits, or underground storage tanks shall be placed on said strip, that no building or other structures shall be erected thereon; and that said strip shall not be used for burial grounds.

The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2026-07**

A RESOLUTION DIRECTING THE OCONEE COUNTY PLANNING COMMISSION AND PLANNING STAFF TO COMMENCE A COMPREHENSIVE REVIEW AND PROPOSED REVISION OF CHAPTER 26 (ROADS), CHAPTER 32 (DESIGN STANDARDS), AND CHAPTER 38 (ZONING) OF THE OCONEE COUNTY CODE OF ORDINANCES; ESTABLISHING AN INITIAL SCOPE DELIVERABLE DUE NO LATER THAN JULY 1, 2026; DIRECTING THE PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE OF COUNTY COUNCIL TO CONVENE A SPECIAL CALLED MEETING IN JULY 2026 TO RECEIVE THE INITIAL SCOPE AND SET FURTHER DIRECTION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County Council, by Ordinance 2026-15, has imposed an eight-month temporary moratorium on certain residential subdivisions and multi-unit residential developments in the unincorporated areas of the County for the express purpose of allowing the County to complete a comprehensive review and amendment of the development provisions of the Oconee County Code of Ordinances, including sufficient time for Planning Commission review, public hearings, notice requirements, and Council consideration required under South Carolina law;

WHEREAS, the development provisions of the Oconee County Code of Ordinances most directly governing residential subdivisions are located in Chapter 26 (Roads), Chapter 32 (Design Standards), and Chapter 38 (Zoning), and the three chapters are interdependent such that they require coordinated review and revision rather than isolated chapter-by-chapter amendment;

WHEREAS, County Council finds that significant residential growth pressures in portions of the County have revealed the need to evaluate whether current development standards adequately address roadway capacity, emergency service access, stormwater management, infrastructure coordination, compatibility with the County's rural development patterns, consistency with the goals and policies of the Oconee County Comprehensive Plan, and the appropriate balance between regulatory standards and the property rights of landowners affected by such standards;

WHEREAS, S.C. Code Ann. § 6-29-340 vests the County Planning Commission with the duty to review and recommend amendments to zoning and land development regulations, and S.C. Code Ann. § 6-29-760 establishes the procedural requirements for any amendment to zoning ordinances, including review and recommendation by the Planning Commission and a public hearing before Council action;

WHEREAS, the Planning and Economic Development Committee of County Council is the standing committee with subject-matter jurisdiction over the County's planning and land use functions and is the appropriate Council body to receive interim work product from the Planning Commission and to provide policy direction to staff and the Commission as the project proceeds;

WHEREAS, the moratorium imposed by Ordinance 2026-15 has a defined duration, and the public interest is best served by establishing clear deliverables, target dates, and coordination mechanisms at the outset of this work, so that the moratorium serves its stated purpose and is not extended for lack of progress;

WHEREAS, Oconee County Council finds that establishing a written work plan, an initial scope deliverable, and a defined Council touchpoint in July 2026 will allow the public, the development community, and County staff to understand and rely on the trajectory of the project;

NOW, THEREFORE, BE IT RESOLVED by the Oconee County Council, in meeting duly assembled, as follows:

Section 1. Comprehensive Code Review Directed.

The County Administrator, through the Oconee County Planning Director, working in coordination with the Oconee County Planning Commission and Planning Department staff, is hereby directed to commence a comprehensive review of Chapter 26 (Roads), Chapter 32 (Design Standards), and Chapter 38 (Zoning) of the Oconee County Code of Ordinances. The review shall be conducted for the purpose of preparing proposed amendments to those chapters for consideration by the Planning Commission and County Council before the expiration of the moratorium established by Ordinance 2026-15.

Section 2. Initial Scope Deliverable; July 1, 2026 Target Date.

No later than July 1, 2026, the Planning Director, in coordination with the Planning Commission, shall deliver to the Planning and Economic Development Committee of County Council an initial scope of the project. The initial scope shall include, at a minimum:

- (a) Identification of the specific provisions within Chapters 26, 32, and 38 proposed for review and possible revision;
- (b) A proposed sequencing of work across the three chapters, reflecting their interdependencies;
- (c) A proposed schedule with target dates for draft language by chapter, Planning Commission review and recommendation under S.C. Code Ann. § 6-29-760, public hearing or hearings, and Council action;
- (d) An assessment of staff capacity and any anticipated need for outside consultant support, with cost estimates;
- (e) A proposed public input process, including any community meetings, stakeholder sessions, or other opportunities for citizen and industry input;
- (f) A coordination plan addressing engagement with the South Carolina Department of Transportation, affected municipalities, fire service providers, utility providers, and other entities whose authority or operations intersect with the chapters under review.

Section 3. Planning and Economic Development Committee Special Called Meeting.

The Planning and Economic Development Committee of County Council shall convene a special called meeting in July 2026, on a date to be set by the Committee Chair in coordination with the Planning Director, for the purpose of receiving the initial scope deliverable required by Section 2, considering the scope, and providing further direction to the Planning Director and Planning Commission regarding the project. The Committee may, by motion, accept the scope as delivered, request modifications, set additional milestones, or take such other action as it determines appropriate.

Section 4. Coordination and Reporting.

- (a) The Planning Commission and Planning Department staff shall work in coordination throughout the project, with the Planning Director serving as the principal coordinator.
- (b) The Planning Commission shall act through its standing committees and full Commission consistent with its bylaws and applicable South Carolina law.
- (c) The Planning Director shall provide a written status report to the Planning and Economic Development Committee at each regularly scheduled committee meeting following adoption of this Resolution. The status reports shall track progress against the schedule established under Section 2.
- (d) Material schedule changes shall be reported to the full County Council at the next regularly scheduled Council meeting following the change.

Section 5. No Limitation on Statutory Authority.

Nothing in this Resolution shall be construed to limit or modify any authority or duty of the Planning Commission under S.C. Code Ann. § 6-29-340, the procedural requirements applicable to zoning amendments under S.C. Code Ann. § 6-29-760, or any other applicable provision of state law.

Section 6. Effective Date.

This Resolution shall be effective immediately upon adoption.

ADOPTED in meeting duly assembled, this ____ day of _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2026-08**

**A RESOLUTION CLAIRFYING OCONEE COUNTY
RETIREE ELIGIBILITY AND BENEFITS**

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and political subdivision of the State of South Carolina (the “State”), acting by and through the Oconee County Council (the “County Council”), has historically paid a percentage of the total costs of health benefits for certain retirees of Oconee County;

WHEREAS, on April 29, 2026, Oconee County Council passed Ordinance 2026-09, an ordinance to amend Ordinance 2025-01, the Budget for Oconee County, which included Amendments to Oconee County’s policy regarding retiree [health] benefits;

WHEREAS, Oconee County Council recognizes the need for further clarification related to said Amendments;

WHEREAS, due to current and projected budget constraints, the Benefits modifications are necessary to keep these important retiree benefits fiscally manageable; and

WHEREAS, the changes contained herein will be incorporated as part of the provisos to the Annual Oconee County Budget Ordinance and will become effective upon enactment by County Council.

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

Section 1. Oconee County, acting by and through its Council, hereby approves and adopts the Oconee County Retiree [Health] Benefits set forth in “Exhibit A”, which is hereby incorporated by reference.

Section 2. All ordinances, resolutions and enactments of Oconee County inconsistent herewith are, to the extent of such inconsistency only, hereby repealed and rescinded.

Section 3. Should any term, provision or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder hereof, all of which is hereby deemed separable.

Section 4. This Resolution shall take effect and be in full force upon enactment by Oconee County Council.

RESOLVED in meeting, duly assembled, this ____ day of _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

EXHIBIT A

RESOLUTION TO OCONEE COUNTY'S POLICY REGARDING RETIREE *[HEALTH]* BENEFITS

This resolution is clarification to the changes to Oconee County's policy regarding retiree benefits on May 1st, 2026.

THESE PROVISIONS ARE SUBJECT TO CHANGE, AND OCONEE COUNTY'S ABILITY TO FUND THESE BENEFITS CAN BE IMPACTED BY FISCAL CHALLENGES AND LEGISLATIVE CHANGES. DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THE BENEFITS, AS DESCRIBED HEREIN, MAY BE DEEMED UNSUSTAINABLE AT SOME FUTURE TIME. THE RETIREE BENEFITS DESCRIBED HEREIN ARE DISCRETIONARY ON THE PART OF THE COUNTY AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT FOR THESE BENEFITS TO BE PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY PARTICULAR TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES. ALL BENEFITS DESCRIBED HEREIN ARE ALWAYS SUBJECT TO ANNUAL APPROPRIATIONS BY THE OCONEE COUNTY COUNCIL.

1. To the extent there are any inconsistencies between the provisions contained herein and the provisions of "EXHIBIT A" to Ordinance 2026-09, including as adopted by and incorporated in the annual budget ordinances for Oconee County, South Carolina, the provisions herein supersede and replace such provisions, which are hereby revoked and repealed.
2. Oconee County (the "County") acting by and through the Oconee County Council ("County Council") has historically paid a percentage of the total cost of health benefits for certain retirees of Oconee County.
3. **Grandfathered Retirees:**
 - a. "Grandfathered Retirees" are those employees or retirees of Oconee County who had at least twenty (20) consecutive years of full-time employment for Oconee County as of December 31, 2013.
 - b. As the County has transitioned from its prior self-insured health plan ("Former County Plan") to the South Carolina State Insurance Benefits Program offered by the South Carolina Public Employee Benefit Authority, neither Grandfathered Employees/Retirees nor their spouses may participate in the Former County Plan.
 - c. As per the original Grandfathered Retiree criteria: Once a Grandfathered Employee retires, they will receive a supplemental payment to assist with the cost of health care (the "Supplement").
 - d. **The Supplement:**
 - i. The County desires to contribute the Supplement on a monthly basis to all Grandfathered Employees when they retire.
 - ii. Therefore, effective May 1, 2026 the County will begin contributing the

Supplement on a monthly basis in the amount of \$239.40 per eligible retired Grandfathered Employee or \$478.80 per month if the eligible retired Grandfathered Employee is married and the spouse was covered under the Former County Plan.

4. **Non-Grandfathered Retirees.**

- a. “Non-Grandfathered Retirees” are those employees or retirees of Oconee County hired prior to December 31, 2003, who complete(d) 20 years of consecutive employment for Oconee County, but who do not qualify as Grandfathered Retirees.
 - b. As the County has transitioned from the Former County Plan to the South Carolina State Insurance Benefits Program offered by the South Carolina Public Employee Benefit Authority, neither Non-Grandfathered Employees or Non-Grandfathered retirees nor their spouses may participate in the Former County Plan.
 - c. Once a Non-Grandfathered Employee who is retired reaches the age 65 or when they become Medicare eligible, whichever occurs first, they will no longer receive a supplemental payment.
 - d. The Supplement:
 - i. The County desires to contribute the Supplement on a monthly basis to Non-Grandfathered Employees once retired and current Non-Grandfathered Retirees until they reach 65 years of age or when they become Medicare eligible, whichever occurs first.
 - ii. Therefore, effective May 1, 2026 the County will begin contributing the Supplement on a monthly basis in the amount of \$239.40 per eligible retired Non-Grandfathered Employee. No Supplement will be provided to the spouses of Non-Grandfathered Employees or current Non-Grandfathered Retirees.
5. For all groups (Grandfathered and Non-Grandfathered), identified in these guidelines, only actual Oconee County employment time is considered for the purpose of determining contributions by Oconee County. No purchased service time of any kind will be considered for any group for purposes of retiree health benefits from Oconee County.

Summary:

Grandfathered Retirees

- Must have 20 consecutive years of County employment as of December 31, 2013.
- When retired a monthly Supplement in the amount of \$239.40 for Retiree or \$478.80 for Retiree/Spouse will be contributed under this ordinance to the subject persons.

Non-Grandfathered Retirees

- Must have 20 consecutive years County employment, hired before December 31, 2003.
- When retired will receive a monthly Supplement in the amount of \$239.40 for Retiree. Will be contributed under this ordinance to the subject persons until having reached age 65 or upon Medicare eligibility, whichever occurs first. Spouses receive no Supplement.

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 19, 2026

ITEM TITLE:

Title: PO 56366 Goodwyn Mills & Cawood, Inc.

Department: Emergency Services

Amount: PO 56366: \$ 49,500.00
Change Order 1: \$124,000.00
Change Order 2: \$ 25,000.00
Purchase Order Total: \$198,500.00

FINANCIAL IMPACT:

As of May 12, 2026, Oconee County has received \$547,104 in reimbursements, with additional projects currently pending review. Management costs paid to Goodwyn Mills and Cawood, Inc. (GMC) are also eligible for reimbursement; however, the total reimbursable amount and reimbursement percentage have not yet been determined. Oconee County will be responsible for any costs not covered through the reimbursement process.

BACKGROUND DESCRIPTION:

On July 21, 2020 Council approved the award of RFP 19-10 for Consulting Services for Disaster Recovery and FEMA Public Assistance. This Award provides support to the County's Disaster Recovery operations and FEMA Public Assistance preparation to expedite financial recovery and mitigation to minimize impacts from disasters.

On October 10, 2024, Purchase Order No. 56366 was issued to Goodwyn Mills and Cawood, Inc. for Task Order #5 related to Hurricane Helene. The purpose of this purchase order was to provide services in support of data collection and damage assessment/evaluation efforts in regards to Hurricane Helene, which led to the issuance of a federal disaster declaration. The total amount authorized under this Task Order was not to exceed \$49,500 without prior written approval from the Procurement Department.

On September 2, 2025, County Council approved Change Order No. 1, authorizing the amendment to Purchase Order No. 56366, in the amount of \$124,000.00, purchase order total \$173,500.00 to Goodwyn Mills and Cawood, Inc., for professional services related to Hurricane Helene FEMA reimbursement requests.

Change Order No. 2 to Task Order 5 includes:

- Project Formulation & Project Worksheet Preparations to include coordination of project worksheets and versions required by SCEMD and FEMA including scope changes, appeals and assistance with all FEMA public assistance (PA) categories.
- Project Worksheet preparations and Project Mitigation to include assistance to identify potential mitigation projects throughout the damaged area. Once projects are identified, GMC will provide an engineering cost estimate and develop the proper paperwork required to qualify FEMA 406 and SCEMD 404 mitigation funding for the project in accordance with the Master Contract.

This request is for Council Approval for Change Order No. 2 to Goodwyn Mills and Cawood, Inc. in the amount of \$25,000.00 for a total Award of \$198,500.00

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.

SPECIAL CONSIDERATIONS OR CONCERNS:

These services are eligible for reimbursement from FEMA Public Assistance and other reimbursement funding sources located by Goodwyn, Mills and Cawood, Inc. The amount of reimbursement is dependent upon approved expenses by FEMA and any unapproved expenses will be paid by Oconee County.

ATTACHMENT(S):

1. Goodwyn, Mills and Caywood, Inc. Task Order No. 5, Amendment No. 2

TAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve Change Order No. 2, PO 56366, Work Authorization No. 5, Amendment No. 2, in the amount of \$25,000.00, purchase order total \$198,500.00 to Goodwyn Mills and Cawood, Inc. for professional services related to Hurricane Helene FEMA reimbursement requests.
2. Authorize the County Administrator to execute documents for this change order.

Submitted or Prepared By: Tronda Popham, Procurement Director Approved for Submittal to Council: Stewart Jones, County Administrator

DRAFT

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.

THE JOURNAL

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE


OCONEE COUNTY COUNCIL

IN RE:


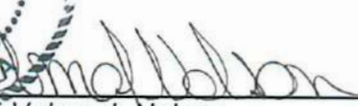
BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Larry Davidson, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed 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

January 10, 2026

the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Larry Davidson
General Manager

Velma J. Nelson
Notary Public
State of South Carolina

Subscribed and sworn to before me this
1/10/2026

F I E D PLACE

864.973.6676



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HOUSES FOR SALE

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.

LEGALS

Public Notice

Linda A. Traynor, Director of the South Carolina Department of Health and Environmental Control, is a Non-Construction in Navigable Waters Permit to remove 177 cubic yards of silt by using an excavator on a barge at the edge of the shoreline and transported by barge to the off-load staging area. The silt will be removed from under and around the privately owned dock located at 122 Fair Haven Ct in Seneca, SC on Lake Keowee. Comments will be received by South Carolina Department of Health and Environmental Control at 2600 Bull St, Columbia SC 29201, ATTN: Charles Hightower, Division of Water Quality, until January 23, 2025.

Public Notice

Sharon Swindale has applied to the South Carolina Department of Health and Environmental Control for a Construction in Navigable Waters Permit to remove 256 cubic yards of silt by using an excavator on a barge at the edge of the shoreline and transported by barge to the off-load staging area. The silt will be removed from under and around the privately owned dock located at 13058 Janda Road in Seneca, SC on Lake Keowee. Comments will be received by South Carolina Department of Health and Environmental Control at 2600 Bull St, Columbia SC 29201, ATTN: Charles Hightower, Division of Water Quality, until January 23, 2025.

The Oconee County Aeronautics Commission meeting scheduled for Thursday January 29, 2026 has been canceled.

The meeting will instead be held on Tuesday January 27, 2026 at 3:30 pm in the Oconee County Chambers located at 415 S. Pine St., Walhalla, SC.

MEETING NOTICE OF THE PIONEER RURAL WATER DISTRICT

5500 West-Oak Hwy., Westminster, SC
Tuesday January 13, 2026 @ 3:00 pm

Agenda:
Call To Order
Concerns of the District
Limited: 2 citizens per meeting, for 5 minutes,
prior scheduling required.
Agenda & Non Agenda Items: Combined both are limited to a total of forty (40) minutes, four (4) minutes per person.
Approval of Minutes
Financial Report / System Report
Treatment Plant PER Discussion
Old Business
New Business
Adjourn

The Oconee County Council will meet in 2026 on the first and third Tuesday of each month with the following exceptions:

June and November meetings, which will be only on the third Tuesday of each of these months; October and December meetings, which will be only on the first Tuesday of each of these months.

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 beginning at 9:00 a.m. on Friday, February 20, 2026 to establish short- and long-term goals.

This meeting will be held off-site at Tri-County Technical College, Oconee Campus, conference room located at 552 Education Way, Westminster, South Carolina.

Oconee County Council will also meet on Tuesday, January 5, 2027 in Council Chambers at which point they will establish their 2027 Council and Committee meeting schedules. Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2026 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 4:30 p.m. on the following dates: February 17, May 19, July 21, & September 15, 2026.

The Transportation Committee at 4:30 p.m. on the following dates: February 17, May 19, July 21, & September 15, 2026.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: April 7, June 16, August 18, & October 06, 2026. The Planning & Economic Development Committee at 4:30 p.m. on

the following dates: April 7, June 16, August 18, & October 06, 2026. The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: Friday, February 20th [Strategic Planning Retreat], Friday, February 27th [Budget Workshop] and 4:30 p.m. on the following dates: March 3, April 21, & May 5, 2026.

The Corinth-Shiloh Fire Commission will meet during 2026 on the third Thursday of each month. All Commission meetings, unless otherwise noted, will be held at the Corinth-Shiloh Fire Department, 940 Old Clemson Highway, Seneca, SC 29672, at 6:00 p.m. in the training room.

The Commission will hold two budget workshops on Tuesday, February 12, and Tuesday, March 6, at 6:00 p.m. at the fire department. The annual budget meeting will be held on Thursday, March 19, 2026, at 6:00 p.m.

Additional Commission meetings and/or workshops may be scheduled throughout the year as needed. A monthly schedule is available at the fire department.

Members of the Commission are invited to attend Corinth-Shiloh Volunteer Fire Department meetings, trainings, and community activities. These events will have no Commission agenda items and no Commission action will be taken. The monthly department meeting is held on the first Monday of each month. Training is held on the third Monday of each month, as well as the Saturday following the third Monday. A monthly schedule of activities, including dates and times, is available at the fire department.

Several fire department ceremonies are planned for 2026, to which the Fire Commission is invited. These events will have no Commission agenda items and no Commission action will be taken. Scheduled events include Meet the Chief on January 15 from 5:00 p.m. to 6:00 p.m., and the Transfer of Command on Friday, February 27, at 6:00 p.m. Summer and fall family events, Station Open Houses and other community fire department events, and the annual Christmas dinner has not yet been scheduled. Once

finalized, dates, times, and locations will be available at the fire department. These events will have no Commission agenda items and no Commission action will be taken.

Commission agendas will be available and publicized no later than the day prior to the scheduled meeting and/or workshop at www.corinthshilohfd.com. All meetings and workshops, with the exception of executive sessions, are open to the public.

CLASSIFIEDS WORK!

Oconee County Council

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

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

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Thomas James
Chairman Pro Tem
District IV

J. Glenn Hart
District V



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Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. **The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety.** The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

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

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

***Meeting* means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility.** The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) **Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting,** or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when

the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.

- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.
- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
- (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
- (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
- (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
- (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
- (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
- (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
- (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.

(d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)