



# Public Comment SIGN IN SHEET

September 1, 2015 ~ ~ ~ 6:00 PM

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

## PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1		
2	Jean Jennings	Hiring Attorney
3	MIKE HAMOR	GREAT OUTDOORS PLAN
4	Robert Moore	CASO Development PLAN
5	Andy Heller	Chapter 32 & 38
6	Don Turetzky	FALL CREEK
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



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## **PLEASE PRINT**

	<b>FULL NAME</b>	<b>PURPOSE OF COMMENT</b>
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Council,

I would like to comment on the agenda item to “dump” the revisions on chapter 32 and 38. It has been tabled for almost a year and needs attention. The Planning Commission subcommittee spent many long volunteer hours to bring these revisions to the Planning Commission. Then the PC spent even more long hours discussing these revisions. This was not a job we created for ourselves, but we were asked by council and staff to revise these chapters. The main reason for revision was to correct the redundancy and conflicts between the two chapters. We tried to get workshops scheduled with council to refine these suggested changes. We wanted your input. These revisions were made to start a dialogue and we knew they would be refined through workshops and public input. We did have one short workshop where we found that many of you had not studied the changes and would schedule a workshop at a later date. That never happened! Why do you think anyone would want to serve on a committee or commission if you are going to ignore all their hard work? We performed our task as you asked, but you are not doing your job. You obviously don't think that Building Codes or Zoning are important. Please take this off the table and work on the revisions. This is part of your job!

Andy Heller

Former PC member

9/1/15

**To: Oconee County Council**  
**From: Friends of Lake Keowee Society**  
**Re: Fall Creek Access Area**

**9/1/2015**

We have addressed the County Council a number of times over the past 3-4 years concerning what to do about Fall Creek. It was nice of the Coroner to join us in suggesting that the solution to Fall Creek is for the County to lease it from Duke Energy and develop a fourth County Park.

A bit of history that you may or may not have heard. About seven or so years ago there were trees close to the edge of the "Rock" and from the tree hung a rope. The daredevils grabbed the rope, swung out and let go – over the water. Duke Energy cut the rope a few times and it was replaced so they finally cut down the trees. That probably made a minor increase in safety.

From the number of drowning deaths reported, the "Rock" is an attractive nuisance and since we cannot blow it up we need to negotiate a lease with Duke Energy that includes their participation in the development of the County Park and Duke will also need to obtain FERC approval to include the "Rock" in the Access Area. We believe that Duke Energy may well be happy about a lease and you need to capitalize on that happiness. We have no history of the cooperative development of South Cove and High Falls Parks but believe that Duke Power participated.

There are more reasons than the tragic deaths that do not rise to the severity level of the deaths but are also significant. I personally came upon a drug bust in broad daylight by the Oconee Sheriff's Department about 6 years ago. The bottom of the lake around the "Rock" is covered with beer cans in spite of the sign that says no alcoholic beverages but the "Rock" is not part of the access area to which the sign applies. Check with the Sheriff's Department and you will find the number of calls far exceeds the other access areas. These calls range from breaking into cars to bodily abuse.

I gave Scott Moulder the contact information of the Vice President responsible for access areas and a number of other responsibilities. You have been quoted as saying that you will meet with Duke Energy after Labor Day. We urge you to not have the same old kind meeting and try to have the top guy part of the discussion.

Respectfully

Ben Turetzky, Executive Director



**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: September 1, 2015 6:00 p.m.**

**Ordinance 2015-23 "AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 8 OF THE CODE OF ORDINANCES OF OCONEE COUNTY PERTAINING TO THE CAPITAL PROJECTS ADVISORY COMMITTEE; AND OTHER MATTERS RELATED THERETO"**

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

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

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

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

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

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

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

**Please PRINT your name**

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*None*



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2015-23**

**AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV,  
DIVISION 8 OF THE CODE OF ORDINANCES OF  
OCONEE COUNTY PERTAINING TO THE CAPITAL  
PROJECTS ADVISORY COMMITTEE; AND OTHER  
MATTERS RELATED THERETO.**

**WHEREAS**, in accordance with subsection 4-9-30(6), of the Code of Laws of South Carolina, 1976, as amended, Oconee County (the "County") is authorized to establish committees as may be necessary and proper to provide services of local concern for public purposes; and,

**WHEREAS**, by and through Ordinance 2010-14, Oconee County Council ("County Council") established the Capital Projects Advisory Committee to ascertain, study and propose capital projects and various funding sources for such capital projects for the County, so that the County will be able to address capital project needs within the County; and,

**WHEREAS**, County Council has previously enacted certain ordinances regarding the formation of committees by County Council, such ordinances being codified in the Code of Ordinances, Oconee County, South Carolina (the "Code of Ordinances"); and,

**WHEREAS**, County Council desires to amend the Code of Ordinances to update and revise the membership provisions of the Capital Projects Advisory Committee in certain regards and particulars only.

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

1. The Code of Ordinances, Chapter 2, Article IV, Division 8, Section 2-393, titled "Creation; Membership; Terms of Membership," Subsection (7) is hereby amended and replaced by the following:

(7) One (1) member of the committee shall be a member in good standing from one of the three Chambers of Commerce active in Oconee County unless compelling reasons justify an alternate appointment methodology. The three Chambers of Commerce active in Oconee County shall, between and among themselves, nominate to County Council one of their members in good standing to be appointed and serve as the member of the committee for a one-year term, and until a successor is appointed and qualified. No such given member in good standing from one of the three Chambers of Commerce active in Oconee County may be appointed as a member of the committee for more than three (3) consecutive terms. The member of the committee appointed pursuant to

this subsection (7) shall be entitled to one vote on all committee matters required to be, or which are, submitted for a vote of the committee members.

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

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior acts, actions, or decisions of the County or County Council, in any regard.

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

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

**ORDAINED** in meeting, duly assembled, this 1<sup>st</sup> day of September, 2015.

**ATTEST:**

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Elizabeth Hulse,  
Clerk to Oconee County Council

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Wayne McCall,  
Chairman, Oconee County Council

First Reading: July 21, 2015 [title only]  
Second Reading: August 18, 2015  
Third Reading: September 1, 2015  
Public Hearing: September 1, 2015

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2015-24**

**AN ORDINANCE TO AMEND SECTION 2-191. "APPOINTMENT;  
DUTIES" OF DIVISION 4. "COUNTY ATTORNEY" OF ARTICLE  
III. "OFFICERS AND EMPLOYEES" OF CHAPTER 2.  
"ADMINISTRATION" OF THE OCONEE COUNTY CODE OF  
ORDINANCES; AND OTHER MATTERS RELATED THERETO"**

**WHEREAS**, Oconee County (the "County"), South Carolina (the "State"), a body politic and corporate and a political subdivision of the State, acting by and through its governing body, the Oconee County Council (the "County Council"), has enacted many ordinances for the organization and administration of the County, which have now been codified in the Oconee County Code of Ordinances (the "Code"); and

**WHEREAS**, from time to time the County has need to, or desires to amend its policies and procedures concerning organization and administration; and

**WHEREAS**, the County policies and procedures concerning the Oconee County Attorney have been codified in **Division 4. County Attorney of Article III. Officers and Employees of Chapter 2. Administration** of the Code, and specifically in **Section 2-191. Appointment; duties.**, (the "Section"); and

**WHEREAS**, County Council now desires to amend the Section, concerning the appointment and supervision of the County Attorney:

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

1. **Section 2-191. Appointment; duties.**, of **Division 4. County Attorney of Article III. Officers and Employees of Chapter 2. Administration** of the Code is hereby revised and amended to read:

Sec. 2-191. - Appointment; duties.

The county administrator shall appoint a member of the county bar to serve at the pleasure of the county administrator as the county attorney. The county attorney shall provide legal advice to the county council, the county administrator and county departments and agencies, under the supervision and direction of the county administrator. The county attorney shall be an employee of the county, and shall be compensated on a mutually agreeable basis, with the usual benefits of a county employee.

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.



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

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

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

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

\_\_\_\_\_  
Elizabeth Hulse,  
Clerk to Oconee County Council

\_\_\_\_\_  
Wayne McCall,  
Chairman, Oconee County Council

First Reading: August 18, 2015 [title only]  
Second Reading: September 1, 2015  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2015-25**

**AN ORDINANCE AMENDING CHAPTERS 32 AND 38 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO OCONEE COUNTY HEIGHT STANDARDS, ONLY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (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 (the “County Council”), is empowered by the South Carolina Code of Laws, 1976, as amended (the “Code”) to enact land use and planning measures for the County, and has previously enacted several such measures, which are now codified in the Oconee County Code of Ordinances (the “County Code”), primarily in Chapters 32 and 38; and

**WHEREAS**, from time to time, County Council has need to amend the County Code to meet the changing circumstances, conditions, and needs of the County; and

**WHEREAS**, the Oconee County Planning Commission, a commission prescribed and directed by the terms and conditions of Title 6 of the Code with making recommendations to County Council concerning land use matters within the County, among other things, has recommended to County Council that certain height standards of the County be consolidated in Chapter 38 of the County Code, which will necessitate amendments to both Chapter 32 and Chapter 38 of the County Code; and

**WHEREAS**, County Council does desire and intend to consolidate height standards of the County into a single location in the County Code by amending Chapters 32 and 38 of the Code:

**NOW, THEREFORE**, it is hereby ordained by Oconee County Council, in meeting duly assembled, that the Oconee County Code of Ordinances is hereby amended as follows:

1. Chapter 32 of the County Code is hereby amended by deleting Article IX thereof in its entirety, including captions.
2. Section 9.4 of Chapter 38 of the County Code (Section 38-9.4) is hereby amended by deleting the current Section and replacing it in its entirety with the rewritten and revised Section 9.4 contained as Attachment A to this Ordinance.
3. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.

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

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

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

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

\_\_\_\_\_  
Elizabeth Hulse,  
Clerk to Oconee County Council

\_\_\_\_\_  
Wayne McCall,  
Chairman, Oconee County Council

First Reading: August 18, 2015 [title only]  
Second Reading: September 1, 2015  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_

## **Attachment A**

### **Sec. 38-9.4. - Height.**

#### **1. Requirements.**

All proposed structures not specifically exempted by this article that are greater than 65 feet in height, or otherwise subject to the exemptions found in subsection 38-9.4.2.(a)i. (18) and (19) and greater than 199 feet in height, shall be subject to review and approval by the Oconee County Board of Zoning Appeals only as a special exception. In addition to the requirements for special exceptions established in Chapter 38, Article 7 of this Code, as amended, the Board shall issue findings on each of the following criteria:

- (1) Projected traffic and ability of existing roadways to accommodate the increase caused by the proposed structure.
- (2) Anticipated cost of any specialized emergency response equipment and training required to serve the proposed structure.
- (3) Potential noise, light, fumes, shadows, obstruction of air flow, and other negative secondary effects caused by the proposed structure that may impact existing uses and/or adjacent properties.
- (4) The aesthetic and cultural character of the environs, specifically regarding any potential degradation by the proposed structure of scenic views, historic sites, significant landmarks, and other sensitive areas.
- (5) Appropriateness of proposed structure in relation to the character of the community.

#### **2. Height**

(a) Structure height is measured from the average elevation of the finished grade of the Structure to the highest point of the Structure; all methods relating to the establishment of elevations, grades, and distances shall conform to those set forth in codes adopted by Oconee County.

##### **i. Exemptions**

The height limitations of this chapter shall not apply to the following:

- (1) Belfries.
- (2) Chimneys.
- (3) Church spires.
- (4) Conveyors.
- (5) Cooling towers.
- (6) Cupolas.
- (7) Domes.
- (8) Elevator bulkheads.
- (9) Fire towers.

- (10) Flag poles.
- (11) Ornamental towers and spires.
- (12) Public monuments.
- (13) Public utility poles.
- (14) Silos.
- (15) Skylights.
- (16) Smoke stacks.
- (17) Stage towers or scenery lofts.
- (18) Structures, not otherwise exempt by this section, that are 200 feet or less in height, and located on property zoned as an Industrial District (ID) in accordance with chapter 38 of the Oconee County Code of Ordinances.
- (19) Structures, not otherwise exempt by this section, that are 200 feet or less in height, and located on property designated by Oconee County as county industrial parks.

ii. Such features shall be erected only to such height as is necessary to accomplish the purpose they are intended to serve and no height extension shall serve as a place for human habitation.

iii. This section shall in no way exempt any structure from the application of standards or regulations contained in other chapters of this Code or other articles of this chapter, including, without limitation, any standards or regulations regarding height restrictions for certain areas of Oconee County, such as airport approach height restrictions.

- (b) Communication towers, antennas, and water tanks shall be exempt from district height requirements in these standards, but shall instead be subject to standards provided for in the Oconee County Unified Performance Standards Chapters of the Oconee County Code of Ordinances; however, all other district dimensional standards shall apply as specified.

OCONEE COUNTY  
SOUTH CAROLINA  
**ORDINANCE 2015-27**

AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$4,200,000 TO DEFRAY THE COSTS OF ACQUIRING VARIOUS EQUIPMENT; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF THE COUNTY OF OCONEE, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Findings and Determinations. The County Council (the "County Council") of Oconee County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "South Carolina Code"), the County operates under the Council-Administrator form of government and the Council constitutes the governing body of the County.

(b) Section 4-9-30 of the South Carolina Code empowers all counties to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; to acquire tangible personal property and supplies; and to make and execute contracts.

(c) The County desires to enter into a lease-purchase or other agreement (the "Lease Agreement") with a bank or other financial institution selected by the County Administrator for the purpose of financing the acquisition of some or all of the various items of equipment (the "Equipment") described in Exhibit A attached hereto in the aggregate principal amount of not exceeding \$4,200,000.

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the South Carolina Code. Thus, the principal amount of the Lease Agreement will not be included when calculating the County's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the County Council.

(f) It is in the best interest of the County to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the County to purchase the Equipment which will provide services necessary or useful to the operations of the County government.

Section 2. Approval of Lease/Purchase Financing; Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment described in Exhibit A shall be acquired pursuant to a lease purchase financing which is hereby approved in the aggregate principal amount of not exceeding \$4,200,000. A Request for Proposals in substantially the form set forth as Exhibit B hereto shall be distributed to various banks and other financial institutions in the County and other areas as the County's Director of Finance determines. The County Council hereby authorizes to the County Administrator the authority to: (a) determine the payment schedule under the Lease Agreement; (b) determine the date and time for receipt of bids under the Request for Proposals; (c) award the sale of the lease-purchase financing to the bidder (the "Bidder") that provides the most advantageous proposal therefor in accordance with the terms of the Request for Proposals; and (d) adjust the quantity, description and estimated costs of the Equipment set forth in Exhibit A attached hereto.

**Section 3. Approval of Lease Agreement.** Without further authorization, the County Administrator is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the County. The Lease Agreement is to be in the form as shall be approved by the County Administrator, his execution thereof to constitute conclusive evidence of such approval.

**Section 4. Execution of Documents.** The Chairman of County Council, County Administrator, Director of Finance and Clerk to County Council are fully empowered and authorized to take such further action and to execute and deliver such additional documents (including, but not limited to, any project fund agreements or escrow agreements) as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the County Administrator shall approve, is hereby fully authorized. The County Council hereby further authorizes the County Administrator to retain Compass Municipal Advisors, LLC as financial advisor to the County in connection with the Lease Agreement.

**Section 5. Federal Tax Covenant.** The County, as lessee, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the lease payments under the Lease Agreement to become includable in the gross income for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Lease Agreement and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the IRC, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the lease payments under the Lease Agreement; and to that end the County shall:

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

The County will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The County covenants that, in accordance with Section 265(b)(3) of the IRC, it is hereby designating the Lease Agreement as a "qualified tax-exempt obligation" and that it does not reasonably anticipate that it will issue more than \$10,000,000 in tax-exempt obligations which are not "private activity bonds" during calendar year 2015 all within the meaning of Section 265(b)(3) of the IRC.

The County Administrator is hereby authorized to adopt written procedures on behalf of the County to ensure the County's compliance with federal tax matters relating to the Lease Agreement.

**Section 6. Filings with Central Repository.** In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the



occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

Section 7. Severability. All ordinances, orders, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the County Council of Oconee County, South Carolina.

Enacted this 15<sup>th</sup> day of September, 2015.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Wayne McCall, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

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

Date of First Reading: August 18, 2015  
Date of Second Reading: September 1, 2015  
Date of Public Hearing: September 15, 2015  
Date of Third Reading: September 15, 2015

Exhibit A

Department	Description	Quantity	FY 2016 Department Request	FY 2016 Administrator Recommend	FY 2016 Council Approved
Animal Control	Ford F-150 4X2 4 Door XL White	1	\$ 25,460	\$ 25,460	\$ 25,460
Assessor	Vehicle	1	\$ 25,000	\$ 25,000	\$ 25,000
Detention	Female Transport Vehicle	1	\$ 32,200	\$ 32,200	\$ 32,200
Emergency Services	Ford F-250 4X4 Rescue Response Vehicle	1	\$ 39,400	\$ 39,400	\$ 39,400
Facilities Maintenance	F-250 Crew Cab Truck with Utility Bed	1	\$ 31,000	\$ 31,000	\$ 31,000
Fire Department	Remanufacture of Platform 6 (Ladder Truck)	1	\$ 675,000	\$ 675,000	\$ 675,000
Fire Department	Fire Engine	1	\$ 410,000	\$ 410,000	\$ 410,000
High Falls County Park	2015 Ford F-250 Truck 4X4, 3/4-Ton, Regular Cab, 6' Bed	1	\$ 20,841	\$ 20,841	\$ 20,841
Library	Bookmobile	1	\$ 185,000	\$ 185,000	\$ 185,000
Roads and Bridges	Tri-Axle	2	\$ 291,000	\$ 291,000	\$ 291,000
Roads and Bridges	Crew Cab with Utility Bed (450 Series)	2	\$ 115,600	\$ 115,600	\$ 115,600
Roads and Bridges	Equipment Trailer	3	\$ 78,600	\$ 78,600	\$ 78,600
Roads and Bridges	Ag Tractor (113hp) with Boom Mower	1	\$ 165,360	\$ 165,360	\$ 165,360
Roads and Bridges	Single Axle Dump Truck	1	\$ 86,800	\$ 86,800	\$ 86,800
Roads and Bridges	Grinder Head Attachment	1	\$ 26,500	\$ 26,500	\$ 26,500
Roads and Bridges	Tahoe	1	\$ 38,900	\$ 38,900	\$ 38,900
Roads and Bridges	Snow Plow	1	\$ 7,950	\$ 7,950	\$ 7,950
Sheriff's Office	2015 Chevrolet Tahoe 4X2 Utility (SUV) Pursuit Pkg.	12	\$ 408,012	\$ 408,012	\$ 408,012
Sheriff's Office	2015 Chevrolet Equinox	1	\$ 24,958	\$ 24,958	\$ 24,958
Sheriff's Office	2015 Chevrolet Colorado 4X4 Crew Cab Pick Up	1	\$ 32,663	\$ 32,663	\$ 32,663
Solicitor	2015 Ford Escape 4WD or AWD	1	\$ 25,353	\$ 25,353	\$ 25,353
Solid Waste	Commercial Front Load Recycling Truck	1	\$ 245,300	\$ 245,300	\$ 245,300
Solid Waste	8 yard cardboard recycling containers	75	\$ 65,000	\$ 65,000	\$ 65,000
Solid Waste	Transfer Station Loader	1	\$ 243,800	\$ 243,800	\$ 243,800
Solid Waste	Landfill Compactor	1	\$ 805,600	\$ 805,600	\$ 805,600
South Cove County Park	Blower Attachment	1	\$ 6,254	\$ 6,254	\$ 6,254
Total Capital Vehicles			\$ 4,111,551	\$ 4,111,551	\$ 4,111,551

Exhibit A-1



Exhibit B

Form of Request for Proposals

**REQUEST FOR PROPOSALS**

**Oconee County, South Carolina  
Lease-Purchase Financing, 2015**

Response Due: Thursday, September 17, 2015  
12:00 Noon, South Carolina Time

**BANK QUALIFIED**

Oconee County, South Carolina (the "County"), is requesting proposals from various banks and financial institutions for not exceeding \$4,200,000 tax-exempt lease-purchase financing to defray the costs of acquisition of certain equipment as described herein. The County invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing.

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

Mailed or Hand Delivered Bids: Each mailed or hand delivered proposal should be mailed or delivered to:

Oconee County, South Carolina  
Attn: Scott Moulder, County Administrator  
415 South Pine Street  
Walhalla, SC 29691

Facsimile Bids: The County will accept the facsimile transmission of a proposal at the risk of the bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile transmission should be transmitted to the attention of Scott Moulder, County Administrator, Fax No. 864.638.4246.

E-Mail Bids: Electronic proposals may be e-mailed to the attention of Scott Moulder, County Administrator, at [smoulder@oconeesc.com](mailto:smoulder@oconeesc.com), with a copy to Michael W. Burns, Esq., Special Counsel, at [mwburns@mcneair.net](mailto:mwburns@mcneair.net), and a copy to Brian Nurick, Financial Advisor, at [brian.nurick@compassmuni.com](mailto:brian.nurick@compassmuni.com).

Please note that this request for proposals is also being sent to a number of other institutions as well and that the County reserves the right to select the proposal determined to be the most advantageous to the County in its sole discretion. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the County. The County reserves the right to reject any or all bid proposals as well as negotiate with the lowest bidder.

Exhibit B-1

I. Terms and Conditions:

- (a) Amount to be Financed: Not exceeding \$4,200,000. The County reserves the right to reduce the principal amount financed under the Lease Agreement by up to 10% after acceptance of the winning bid.
- (b) Payments: Five (5) approximately equal annual principal and interest payments under the Lease Agreement (as defined below) will be due and payable on [ \_\_\_\_\_ ] of each of the years 2016 to and including 2020.

Unless otherwise designated by a bidder, interest on the Lease Agreement will be calculated based on a 360-day year comprised of twelve 30-day months.

- (c) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (expected to be on or about October 8, 2015).
- (d) Equipment: See attached Exhibit A.
- (e) Form of Lease-Purchase Agreement: A bidder's proposed form of lease agreement ("Lease Agreement") should be provided within three (3) business days of the award of the successful proposal.
- (f) Non-appropriation: A non-appropriation provision acceptable to the County must be included in the Lease Agreement. Any and all amounts due including, but not limited to, scheduled lease payments, reimbursements, penalties or fees under the Lease Agreement or any Acquisition/Escrow Account (as defined below) must be subject to annual appropriation by the County.
- (g) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.
- (h) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the County nor will the full faith, credit and taxing power of the County be pledged to the payment of the Lease Agreement.
- (i) Title: Title to the Equipment identified in the attached Exhibit A will be in the name of the County subject to the lessor's rights under the Lease Agreement.
- (j) Acquisition/Escrow Account: The County will require the successful bidder to transfer by Federal funds the full amount of this financing on the date of the closing. If a bidder requires that an acquisition or escrow account (the "Acquisition/Escrow Account") be held by it or its designee, the bidder must so indicate in its proposal. Otherwise the County retains the right to designate a bank to act as custodian of the Acquisition/Escrow Account. The Acquisition/Escrow Account must be an interest bearing account. Interest earnings in the Acquisition/Escrow Account must accrue to the County. The Acquisition/Escrow Account will be structured to allow payments therefrom to be made: (1) to the County to reimburse it for amounts expended by the County on the Equipment; and (2) to the vendors for payment of the Equipment as directed by the County.

Exhibit B-2

- (k) **Costs of Issuance:** All costs relating to the preparation of the Lease Agreement and fees of special counsel will be paid by the County. Any fees and costs of the bidder to be paid by the County must be stated in the response to this Request for Proposals. The Lease Agreement must allow the County to pay its legal fees and costs related to execution and delivery of the Lease Agreement out of the proceeds of the Lease Agreement.
- (l) **Insurance:** The County is insured through the South Carolina Insurance Reserve Fund. The Equipment will be insured in a similar manner at face value. The lessor may be listed as a loss-payee, but may not be listed as an additional insured under the County's insurance coverage.
- (m) **Lease Agreement Designated as Qualified Tax-Exempt Obligation:** The County will designate the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986 (the "Code") relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.
- (n) **Closing:** The County expects to close the transaction on or about October 8, 2015.
- (o) **Prepayment:** Unless otherwise specifically provided in a bidder's proposal and agreed to by the County, the Lease Agreement will be subject to prepayment at the option of the County in whole or in part at any time without any prepayment penalty.

## II. **Proposal Requirements.**

- (a) The proposal must be in writing. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.
- (b) No proposal may be modified by a bidder after it has been submitted.
- (c) Proposals should include: the name, address, and telephone number of your institution; the primary contact; and identity of legal counsel, if any.
- (d) Proposals must be accompanied with a list of all requirements and conditions associated with the bid.
- (e) Proposals must indicate a single interest rate for the lease term. Bidders are requested to include an amortization schedule showing annual payment amounts for the term of the financing.
- (f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.
- (g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

## III. **Evaluation of Proposals and Award.**

The Lease Agreement will be awarded to the bidder that provides the most advantageous

proposal, as determined by the County in its sole and absolute discretion. Proposals will be evaluated by the officials of the County based on various factors, including, but in no way limited to, the interest rate, redemption terms, additional credit or underwriting approval, additional covenants and terms, if any, and other conditions set forth therein. The County reserves the right to reject any and all bids or to waive irregularities in any proposal. The County expects to accept the successful proposal on September 17, 2015.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the McNair Law Firm, P.A., Special Counsel.

V. Financial Advisor: Compass Municipal Advisors, LLC is acting as Financial Advisor to the County in connection with the Lease Agreement. In this capacity, Compass Municipal Advisors, LLC has provided technical assistance in the preparation of this Request for Proposals and assisted the County in preparing for this financing.

VI. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, include provisions that relate to tax exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes. Failure of the County to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Lease Agreement is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the Lease Agreement should be aware that ownership of the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the County with respect to certain material facts solely within the knowledge of the County relating to the application of the proceeds of the Lease Agreement.

VII. Investment Letter. The lessor will be requested to execute a letter to the County in substantially the form submitted with this Request for Proposals.

Exhibit B-4

VIII. Additional Information.

If you should have any questions regarding the Request for Proposals, you should contact:

Scott Moulder, ICMA-CM  
Oconee County Administrator  
864.638.4244  
e-mail: [smoulder@oconeesc.com](mailto:smoulder@oconeesc.com)

Ladale V. Price  
Oconee County Finance Director  
864.638.4235  
email: [lprice@oconeesc.com](mailto:lprice@oconeesc.com)

Michael W. Burns, Esq.  
McNair Law Firm, P.A.  
864.271.4940  
email: [mburns@mcnair.net](mailto:mburns@mcnair.net)

Brian Nurick  
Compass Municipal Advisors, LLC  
Managing Director  
859.368.9616  
e-mail: [brian.nurick@compassmuni.com](mailto:brian.nurick@compassmuni.com)

Brandon T. Norris, Esq.  
McNair Law Firm, P.A.  
864.271.4940  
email: [bnorris@mcnair.net](mailto:bnorris@mcnair.net)

Dated: September 3, 2015



Exhibit A

Equipment

[To be Inserted]

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 1, 2015  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

**First Reading [in title only] of Ordinance 2015-28 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" [Gardiner Group PDD]**

**BACKGROUND DESCRIPTION:**

The proposed ordinance, 2015-28, stems from a subsequent rezoning request submitted by Gardiner Group LLC. The request consists of three parcels totaling 430+ acres along Nimmons Bridge Rd. and E. Stamp Creek Rd. The parcel is located in the residential area on the Future Land Use Map and is currently zoned in the Residential District. As submitted, parcels 088-00-02-005, 099-00-01-034, and 099-00-01-001, currently in the Residential District, would be rezoned into the Planned Development District. Below is the section from the Zoning Enabling Ordinance that details Planned Development District provisions:

Sec. 38-10.15. – Planned Development District

*Definition:* Those areas suitable for relatively intense mixed-use development that offers significant amounts of open space and designed amenities that enhance the surrounding scenic, natural, and cultural characteristics.

*Intent:* This district is intended to allow flexibility in development that will result in improved design, character, and quality of new mixed-use developments in order to preserve natural and scenic features of open spaces that might be negatively impacted by more restrictive zoning districts.

*Dimensional requirements:*

Project Area, Density and Open Space			Minimum Yard Requirements and Lot Size		Max. Height
Min. Project Area	Max. Density	Min. Open Space	Front, Side and Rear Setbacks	Min. Lot Size	Structure Height (ft.)
5 acres	Set in approved plan	15% of Site Project Area	Set in approved plan	Set in approved plan	65

*Additional requirements:*

(1)With the exception of the draft ordinance of amendments necessary to amend these zoning regulations to approve the planned development, all draft plans, agreements, or other materials related to the establishment of a planned development district shall be the responsibility of the developer.

(2)All such plans shall be stamped and signed by an appropriate design professional licensed by the State of South Carolina.

(3)Proposed planned developments shall meet standards established for non-residential parking, buffering/screening, and lighting established in Appendix A of Chapter 38(Zoning) of the Oconee County Code of Ordinances, as amended.

*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.*



(4) All commercial signage in proposed planned developments shall be designed and located so as to avoid any negative impacts on neighboring uses both inside and outside the development. All road signage shall meet the standards established in the latest edition of the Manual of Uniform Traffic Control Devices.

(5) All variations from adopted county regulations shall be specifically and clearly stated in the approved plan. Any regulation, standard or requirement not varied in an approved plan shall be strictly applied.

(6) Proposed planned developments shall consist of a use mix of no less than five percent commercial and 20 percent residential.

(7) All historic and/or culturally significant structures and sensitive natural areas within the boundaries of the proposed planned development shall be identified on plans, and protected, preserved and maintained by methods endorsed by appropriate state and federal agencies. A maintenance plan for each such significant or sensitive feature shall be included as part of an approved planned development plan.

(8) To the extent possible, all proposed planned developments shall be designed to provide for pedestrian and bicycle traffic, with 'bicycle lanes' included on roads designed to accommodate more than 400 average daily trips (ADT's). An all-weather trail or sidewalk designed to safely accommodate both pedestrian and bicycle traffic may be approved in lieu of this requirement.

(9) Stormwater control measures shall be designed and maintained so as to adequately ensure post-construction runoff generated from planned development meets minimum requirements as defined by state regulations. Low impact development (LID) measures utilizing controls such as natural infiltration and vegetative conveyance systems, as well as stormwater wetlands, bioretention areas, and vegetative filter strips are encouraged to be utilized to the extent possible.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

None

**FINANCIAL IMPACT [Brief Statement]:**

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

Approved by :                                  Finance

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by :                                  Grants

**ATTACHMENTS:**

None

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff's recommendation that Council [1] take first reading, in title only, of Ordinance 2015-28, and [2] refer the matter to the Planning Commission for the required review.

Submitted or Prepared By:

Approved for Submittal to Council:

    
Department Head/Elected Official

  
T. Scott Moulder, County Administrator

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

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

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**RESOLUTION R2015-13**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A REVISED OPERATING AGREEMENT BETWEEN AND AMONG THE OCONEE COUNTY HUMANE SOCIETY, INC., THE OCONEE COUNTY SHERIFF, AND OCONEE COUNTY, PERTAINING TO OPERATIONS AT THE OCONEE COUNTY ANIMAL SHELTER; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, the Oconee County Sheriff ("Sheriff") and the Oconee County Humane Society, Inc. ("Humane Society"), a South Carolina non-profit organization having its principal place of business in Oconee County, South Carolina entered into an agreement on July 27, 2007 (the "2007 Agreement"), regarding certain aspects of operations at the Oconee County Animal Shelter ("Animal Shelter"); and

**WHEREAS**, the Humane Society and Oconee County (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State") entered into a Modification/Amendment of Lease Agreement dated April 1, 2008 (the "Amendment") pursuant to which the Humane Society leased to the County that certain property as described in Deed Book 1670 at page 335 of the records of Oconee County, South Carolina for ninety-nine (99) years; and

**WHEREAS**, as part of consideration of the Amendment, the County agreed to construct an animal shelter on the leased premises for the use of Oconee County in its animal control operations and for use by the Humane Society as an Adoption Center, which animal shelter (the "Animal Shelter") has been constructed and is in use at the time of enactment of this Resolution; and

**WHEREAS**, the Humane Society and the County entered an agreement in January 2011 for the County to fund and the Humane Society to administer, a Low-Income Spay/Neuter Program ("SNAC") to reduce Animal Shelter intake and euthanasia rates at the Animal Shelter; and

**WHEREAS**, Oconee County, the Sheriff, and the Humane Society have found and now find it beneficial to all parties to revise the 2007 Agreement, relating to the conduct of mutual operations at the Animal Shelter, on behalf of Oconee County and the human and animal populations of Oconee County, and Oconee County Council, as the governing body of the County and the source of funding and appropriations for the County and the Sheriff's Office, desires to approve the execution and delivery of a revised agreement (the "Revised Agreement"), revising the 2007 Agreement for that purpose; and

**WHEREAS**, the form of the Revised Agreement has been created and reviewed by all parties, and is attached to this resolution:

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

1. The Revised Agreement presented to this meeting and attached to this Resolution is hereby approved, and the Chairman of Oconee County Council and the Oconee County Administrator are hereby authorized and directed to execute and deliver the Revised Agreement on behalf of and in the name of Oconee County. The Revised Agreement is to be in the form presented to this meeting and attached hereto, or with such minor changes thereto as are not materially adverse to Oconee County and as shall be approved by the officials executing the Revised Agreement, upon the advice of counsel, their execution thereof constituting *prima facie* evidence of their approval of any revisions thereto.

2. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

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

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

**APPROVED AND ADOPTED** this 1<sup>st</sup> day of September, 2015.

**OCONEE COUNTY, SOUTH CAROLINA**

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

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

AGREEMENT

WHEREAS, the OCONEE COUNTY SHERIFF ("SHERIFF") and the OCONEE COUNTY HUMANE SOCIETY, INC. ("HUMANE SOCIETY"), a SOUTH CAROLINA non-profit organization having its principal place of business in Oconee County, South Carolina entered into an agreement on July 27, 2007 (the "2007 Agreement"), regarding certain aspects of operations at the Oconee County Animal Shelter ("Animal Shelter");

And WHEREAS, the HUMANE SOCIETY and OCONEE COUNTY, SOUTH CAROLINA a body politic and corporate and a political subdivision of the State of South Carolina (the "State") entered into a MODIFICATION/AMENDMENT OF LEASE AGREEMENT dated April 1, 2008 ("MODIFICATION/AMENDMENT OF LEASE AGREEMENT") pursuant to which the HUMANE SOCIETY leased that certain property as described in Deed Book 1670 at page 335 of the records of Oconee County, South Carolina to OCONEE COUNTY for ninety-nine (99) years;

And WHEREAS, as part of consideration of the MODIFICATION/AMENDMENT OF LEASE AGREEMENT, OCONEE COUNTY agreed to construct an animal shelter on the premises for the use of OCONEE COUNTY in its animal control operations and for use by the HUMANE SOCIETY as an Adoption Center, which animal shelter has been constructed and is in use at the time of making this Agreement;

And WHEREAS, the HUMANE SOCIETY and OCONEE COUNTY partnered together in January 2011 for OCONEE COUNTY to fund and the HUMANE SOCIETY to administer, a Low-Income Spay/Neuter Program ("SNAC") to reduce Animal Shelter intake and euthanasia rates at the Animal Shelter;

And WHEREAS, OCONEE COUNTY, the SHERIFF, and the HUMANE SOCIETY have found it beneficial to all parties to revise the 2007 Agreement;

NOW THEREFORE, OCONEE COUNTY, the SHERIFF, and the HUMANE SOCIETY agree, for the mutual consideration stated herein, as follows:

1. DEFINITIONS:

A. As used in this Agreement, the terms "Adoption Side" and "A Side" mean that portion of the Animal Shelter where the animals available for adoption are housed.

B. As used in this Agreement, the term "Adoption Center" means that portion of the Animal Shelter used by the HUMANE SOCIETY for the adoption of animals to the public, the selling of Low Income Spay/Neuter Certificates ("SNAC") and Spay/Neuter Program ("SNAP") Certificates, and as administrative offices.

C. As used in this Agreement, the terms "B Side" or "Animal Control" side mean that portion of the Animal Shelter where animals are received, evaluated, and held until a disposition is made regarding animal outcome.

D. As used in this Agreement, the term "Animal Control" means Oconee County Animal Control which acts as the County's and SHERIFF's designee in operating B Side of the Animal Shelter.

E. As used in this Agreement, the term "Shelter Committee" means the committee comprised of representatives of the COUNTY, the SHERIFF, Animal Control, and the HUMANE SOCIETY.

2. SCOPE OF RESPONSIBILITIES (HUMANE SOCIETY): The HUMANE SOCIETY agrees to undertake the following responsibilities on the Adoption Side of the Animal Shelter:

A. To provide adoption services for animals available for adoption at no cost to Oconee County. The Humane Society will provide adoption screening, complete paperwork, collect adoption fees set by OCONEE COUNTY and turn over the paperwork and adoption fees to Animal Control, for Oconee County.

B. To maintain a website to advertise animals for adoption.

C. To sell Spay/Neuter Certificates (SNAP) as long as the HUMANE SOCIETY operates its Spay/Neuter Program (SNAP).

D. To sell Low Income Spay/Neuter Certificates (SNAC) as long as funding from OCONEE COUNTY is available for this program.

E. To maintain regular hours of operation to the public as long as the HUMANE SOCIETY has volunteers and staffing to do so. If the volunteers are unavailable, the County has the right to close the shelter until volunteer staffing is available.

F. To develop and maintain written policies and procedures for the Adoption Side that reflect established standards of care for animal shelters, including but not limited to, rejecting certain animals from the B Side the HUMANE SOCIETY feels are not suitable for adoption and setting a maximum number of animals accepted on the Adoption Side at any given time.



G. To request approval from the County and the Sheriff for any physical improvements, additions, or renovations to the Adoption Side that the HUMANE SOCIETY plans to undertake at its expense.

H. To share with Animal Control any web-based Animal Management System that the HUMANE SOCIETY currently in place. The HUMANE SOCIETY and ANIMAL CONTROL shall each have no more than two (2) administrators for the Animal Management System.

I. To restrict unauthorized persons from accessing the B Side, via the A Side.

J. To participate in and use the Shelter Committee to resolve policy and operational issues involving the A side.

3. SCOPE OF RESPONSIBILITIES (SHERIFF): The SHERIFF and his designees, including but not limited to Animal Control, agree to undertake the following responsibilities:

A. To house, feed, and provide medical care, including but not limited to vaccinations, intestinal worming, testing, preventative care, and transportation to participating veterinarians for all adoptable animals.

B. To provide at the time of transfer to the Adoption Side completed paperwork and documentation of medical care for all animals transferred to the Adoption Side.

C. To treat adoptable animals with flea medications when funds are available to cover the cost of such medications and to document such treatment when administered.

D. To provide adoption services and to sell Spay/Neuter Certificates (SNAP) and Low Income Spay/Neuter Certificates (SNAC) at such times when the HUMANE SOCIETY is unable to staff the Adoption Center during its regular hours of operation.

E. To develop and maintain written policies and procedures for the B Side which reflect established standards of care for animal shelters, including but not limited to, specific screening protocols at intake to protect the health of other animals in the Animal Shelter, length of stay guidelines, sanitation and disease control and preventative care.

F. To share with the HUMANE SOCIETY any Animal Management system that Animal Control has in place. The HUMANE SOCIETY and Animal Control shall each have no more than two (2) administrators for the Animal Management System.

G. To participate in and use the Shelter Committee meetings to resolve policy and operational issues involving the B side of the shelter.

4. REPRESENTATIONS OF HUMANE SOCIETY: In agreeing to undertake the responsibilities set forth in this Agreement, the HUMANE SOCIETY makes the following representations to OCONEE COUNTY and the SHERIFF:

A. The HUMANE SOCIETY is a properly constituted eleemosynary corporation operating under the laws of the State of South Carolina.

B. The HUMANE SOCIETY has undertaken all corporate action necessary to approve this Agreement and the officers signing on its behalf have the requisite corporate authority to do so and its Board of Directors has approved this Agreement.

C. The HUMANE SOCIETY will undertake its responsibilities with due diligence and in the service of the public interest and welfare of the residents of the County of Oconee; provided that in the event of a national disaster, loss of employees or volunteers, services may be temporarily suspended pending replacement of personnel, repair, or construction.

D. The HUMANE SOCIETY will maintain regular office hours at the Adoption Center for the transaction of business in connection with its responsibilities hereunder.

E. The HUMANE SOCIETY will provide all reasonable cooperation with Animal Control and respect all rules, regulations, ordinances, hours, and procedures of Animal Control and the Animal Shelter. No officer, member, employee, or volunteer shall interfere with the operation of business at the Animal Shelter.

5. REPRESENTATIONS OF OCONEE COUNTY and the SHERIFF: In consideration of the HUMANE SOCIETY's agreement to undertake the responsibilities provided in this Agreement, the SHERIFF and OCONEE COUNTY, acting by and through the Oconee County Administrator, represent the following to the HUMANE SOCIETY:

A. The SHERIFF and OCONEE COUNTY have full authority to enter into this Agreement and to delegate the authority and responsibilities provided to the HUMANE SOCIETY and agree that the HUMANE SOCIETY undertake such responsibilities on their behalf.

B. The SHERIFF and OCONEE COUNTY and their designee will allow a designated Humane Society representative access to Animal Shelter kennels for purposes of adoption of animals from the Animal Shelter.

6. **TERM:** The initial term of this Agreement shall be for a period of five (5) years. The parties agree that this Agreement shall be automatically renewed for a five (5) year period after the initial term has been completed unless any party does not desire to continue operation under this agreement after the initial term. Any party may terminate this Agreement upon a 90-day written notice to the others.

7. **BOOKS AND RECORDS:** The HUMANE SOCIETY agrees to maintain data with respect to adoptions and to have them available for inspection by the SHERIFF and OCONEE COUNTY during normal working hours. The SHERIFF and OCONEE COUNTY and their designee agree to provide the same to the HUMANE SOCIETY for adoptable animals.

8. **SCOPE OF AUTHORITY:** The HUMANE SOCIETY agrees to assume the obligation of supervising its volunteers, employees, officers and agents in the performance of the responsibilities of the HUMANE SOCIETY. The SHERIFF and OCONEE COUNTY agree that, so long as the HUMANE SOCIETY is undertaking the responsibilities set forth herein, it has the authority to do so. In all respects the HUMANE SOCIETY is an independent contractor in performing the activities under this Agreement and is not controlled by the SHERIFF or OCONEE COUNTY, nor acting in any way as an agent, employee, or servant of the SHERIFF or OCONEE COUNTY.

9. **ADOPTION FEES:** The HUMANE SOCIETY agrees to collect adoption fees for animals adopted on the Adoption Side or for Animal Shelter animals that are adopted at off-site adoption events. The collection of fees will not make the HUMANE SOCIETY an agent of OCONEE COUNTY, the SHERIFF, or the Oconee County Animal Shelter or in any way alter the independent status of the Adoption Center.

10. **HOLD HARMLESS:** The HUMANE SOCIETY will hold harmless, indemnify, and defend Oconee County, the SHERIFF, and Oconee County Animal Shelter from any negligence, misrepresentations, or other actions by the HUMANE SOCIETY's employees, volunteers, agents or servants giving rise to claims, actions, or causes of actions.

11. **MODIFICATION:** This Agreement cannot be modified except by written instrument signed by all parties.

12. **MISCELLANEOUS:** This Agreement shall not be assignable by the HUMANE SOCIETY without the prior written consent of OCONEE COUNTY and the SHERIFF.

Except as herein provided, this Agreement shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.

IN WITNESS WHEREOF; the parties have each caused this Agreement to be executed by its duly authorized officers and officials this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**OCONEE COUNTY:**

BY: \_\_\_\_\_  
TITLE: County Council Chairman

Witness: \_\_\_\_\_  
Witness: \_\_\_\_\_

**OCONEE COUNTY SHERIFF:**

BY: \_\_\_\_\_  
TITLE: OCONEE COUNTY SHERIFF

Witness: \_\_\_\_\_  
Witness: \_\_\_\_\_

**OCONEE COUNTY HUMANE SOCIETY:**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Witness: \_\_\_\_\_  
Witness: \_\_\_\_\_

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: Sept. 1, 2015  
COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE [Brief Statement]:**

Formal Presentation of proposed Oconee County Millage for Tax Year 2015

**BACKGROUND DESCRIPTION:**

Millage approval required to fund FY 2016 for 1) Oconee County and The School District of Oconee County operational budgets to include Tri-County Tax and other such special projects such as Economic Development and Bridges and Culverts 2) and bond payments for the County and SDOC 3) Keowee Fire District Millage.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

N/A

**FINANCIAL IMPACT [Brief Statement]:**

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

Approved by : \_\_\_\_\_ Finance

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : \_\_\_\_\_ Grants

**ATTACHMENTS**

**STAFF RECOMMENDATION [Brief Statement]:**

Millage is set in September to provide tax calculations for timely processing of tax notices beginning in October as set forth by the SC Department of Revenue.

Submitted or Prepared By:

Approved for Submittal to Council:

  
Department Head/Elected Official

  
T. Scott Moulder, County Administrator

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

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

# Tax Year 2015 Millage Proposal



Oconee County  
SDOC  
Keowee Key Dist. 17

Ken Nix - Oconee County Auditor

September 1, 2015

## County Council Approved Budgets

- **County**                    \$32,067,610  
  **Increase**                \$ 232,433
  
- **SDOC**                    \$61,171,902  
  **Increase**                \$ 649,810

September 1, 2015



## County Proposed Millage

- County Operational = 66.9
  - Bonds = 6.0
  - Total = 72.9
- Decrease of 1 Mill from 2014

September 2015 #3

## SDOC Proposed Millage

- Operational = 109.3
  - Bonds = 31.0
  - Total = 140.3
- Decrease of 0.8 from 2014

September 2015 #3

## Total Millage

- Tax Year 2014 = 215.0 Mills
- Tax Year 2015 = 213.2 Mills
- Decrease = 1.8 Mills

September 1, 2015

## Value of a Mill

- County - \$518,357
- SDOC - \$534,843

September 1, 2015



## 2014 vs 2015 Taxes for \$100,000 Property

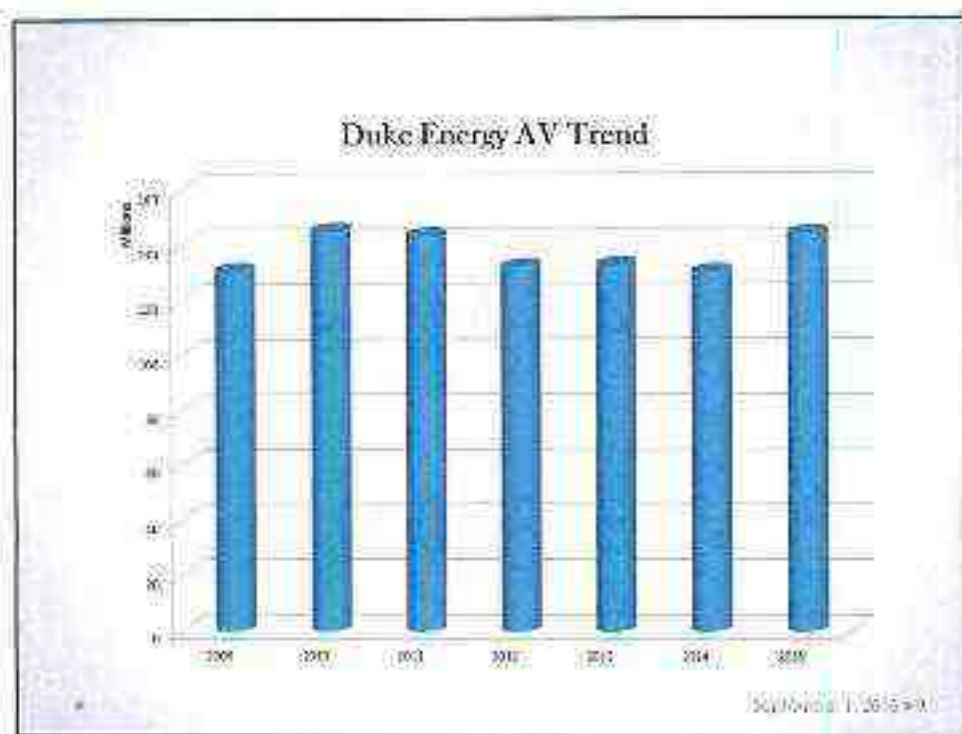
6% Property	(\$10.80)
4% Legal Residence	(\$4.00)
4% With HS Exemption	(\$2.00)

September 1, 2015 #7

## Leaving Millage Same as 2014 – 215.0 Mills

- No Increase Nor Decrease In Taxes
- Will Generate Extra Revenue of Approximately:
  - County - \$518,000
  - SDOC - \$428,000

September 1, 2015 #8



- Keowee Fire District

14.5 Mills

\$673,000

September 1, 2015 #12

## CITY MILLAGE

City	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2014 % Change
Salem	32.4	32.4	32.4	34.9	36.4	36.4	100%
Seneca	52.3	52.3	52.3	55.3	55.3	55.3	100%
Walhalla	84.0	84.0	84.0	84.0	84.0	84.0	100%
West Union	41.3	42.0	45.0	46.0	46.0	48.3	50%
Westminster	90.7	90.7	90.7	90.7	97.3	99.3	108%

September 1, 2015 #12

Tax Year 2015



Questions?

September 1, 2015

**Oconee County, South Carolina  
Approved Millage Rates for Fiscal Year 2015-2016**

	<b>Incorporated Mills</b>	<b>Unincorporated Mills</b>
<b>I. County</b>		
County Operations	57.6	57.6
Emergency Operations	N/A	2.9
Economic Development	2.2	2.2
Bridges/Culverts	1.0	1.0
Road Maintenance	2.1	2.1
County Refunding Bond	1.4	1.4
County Jail Bond	3.7	3.7
Echo Hill Bond	0.9	0.9
Tri County Operations	2.1	2.1
<b>Total County</b>	<u>71.0</u>	<u>73.9</u>
<b>II. School</b>		
School Operations	<u>110.1</u>	<u>110.1</u>
School Bonds:		
2006 School	2.3	2.3
2009 A School	1.2	1.2
2009 C School	3.1	3.1
2010 School	1.9	1.9
2011 School	1.0	1.0
2012 School	1.9	1.9
2013 School	0.9	0.9
2014 School	2.8	2.6
2015 School	16.1	18.1
<b>Total School Bonds</b>	<u>31.0</u>	<u>31.0</u>
<b>Total School</b>	<u>141.1</u>	<u>141.1</u>
<b>Grand Total Mills</b>	<u>212.1</u>	<u>215.0</u>

Proposed by:

  
Kenneth E. Nix  
Oconee County Auditor

Approved by Oconee County Council  
September 01, 2015

  
Wayne McCall  
Oconee County Council Chairman



AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: Sept 1 2015  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Council approval of Purchase of land parcels on or near Nebo Church Road to protect Runway 7 Visual and Instrument Approach Safety Zones at Oconee County Airport.

**BACKGROUND OR HISTORY:**

In February 2013 FAA directed Oconee County Airport to pursue steps to eliminate all height obstructions and non-compatible land use within the Runway Protection Zone (RPZ) to Runway 7. FAA advised the County to acquire those parcels of land containing the obstructions and any other parcels necessary to protect the approach (to be done in phases I and II). Airport Engineering Consultant WK Dickson Inc has made contact with the landowners and have negotiated prospective purchase agreements for the two parcels of land at cost not to exceed \$ 178,000.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

All expenses associated with the protection of the Runway 7 approach are FAA AIP grant eligible. Purchasing the two land parcels adjacent to the safety zone will complete phase II of the county's commitment to comply with FAA directives and protect the Rwy 7 approach from non-compatible land use. Acquisition of these parcels allows the re-routing of Nebo Church road out of path of approaching aircraft. FAA is poised to issue a grant for 90 % of all costs associated with this second land acquisition phase of the Runway 7 RPZ clearing project. Relocation expenses, legal fees and consultant fees will be additional expenses with Phase II but are also AIP grant eligible.

**FINANCIAL IMPACT:**

FAA will pay 90 % of cost of the Land Acquisition costs.  
Oconee County Share is 5% \$10,650

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes

If yes, who is matching and how much: FAA - \$191,700 SC Division of Aeronautics Approx \$10,650

**ATTACHMENTS**

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council [1] approve the fee simple purchase of two land parcels for an amount not to exceed \$ 178,000 for land; \$5,000 for legal fees/closing costs; and \$30,000 for relocation costs and [2] Council authorize Mr. Moulder to execute and sign sales agreements with land owners Carolyn Brooks and George Sloan on behalf of Oconee County.

Submitted or Prepared By:

Approved for Submittal to Council:

Kevin D. Short, Interim Airport Director



Department Head/Elected Official

T. Scott Moulder, County Administrator

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

\_\_\_\_\_ Grants

*Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.*



## NOTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE  
COUNCIL CHAMBERS, OCONEE ADMINISTRATIVE OFFICES, WALHALLA, SC

August 11, 2015

MEMBERS, ALL OCONEE COUNTY COUNCIL

Ms. Edda Camnick, District I, Chairman

Mr. Wayne McCall, District II      Mr. Joel Thrift, District IV

Mr. Paul Cain, District III      Mr. Reg Dexter, District V

### Road Inventory Progress Presentation

The Committee discussed various issues related to the Road Inventory Project to include:

- Pavement Condition Index Score of 78
- A PCI of 78 is in the Satisfactory range
- Presentation included examples of roads representative of various PCI ranges
- Presentation included examples of various pavement distresses
- MicroPaver software was demonstrated as a tool the county can use to develop various road funding scenarios
- Council briefly discussed various road funding scenarios
- There was consensus that further detailed discussions regarding road funding scenarios would be had at the Transportation Committee

### Bonding Plan for Funding Capitol Projects

The Committee discussed various issues related to the Bonding Plan for Funding Capitol Projects to include:

- Providing matching funds in the amount of \$500,000 dollars to Salem for infrastructure upgrades
- Timeframes related to funding commitments regarding various Tri-County Technical College projects
- Bountyland area Substation
- Discussion concerning which phases of Sewer South Expansion to pursue first
- Discussion concerning possible purchase of land to establish a permanent location for a proposed Agricultural Center
- Immediate bonding capacity of \$800,000 - \$900,000

There was no formal action by the Committee at this meeting.



# OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Corey, James	1						x			April 2015
Corley, Glenn	1						x			March 2015
Elliott, Kathy	1	Yes							x	March 2015
Faiola, John A.	1								x	July 2014
Heller, Andy	1					x	x		x	July 2015
Lockhart, Raymond	1					x	x		x	July 2014
Marcengill, Richard	2	Yes				x	x			December 2014
Martin, Lisa	3							x		August 2015
Smith, Bill	3						x			March 2015
Coburn, William	4	Yes					x			April 2015
Blair, Gene	5	Yes		x		x	x		x	August 2014
Lusk, Scott	5	Yes					x		x	March 2015
Menzies, W. John	5					x	x			July 2015
Walker, William	5						x			July 2014

*Questionnaires are maintained on file for one year then removed from consideration unless updated by candidate.*

Area of Interest (please check one or more)	Board/Commission Applicable to Interests
Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission
Regulatory	Building Codes Appeal Board
	Parks, Recreation & tourism Commission
	Board of Zoning Appeals
Planning Activities	Appalachian Council of Government Board of Directors
	Board of Zoning Appeals
	Capital Projects Advisory Committee
	Conservation Bank Board
	Planning Commission
	Scenic Highway Committee
Education	Arts & Historical Commission





# Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Cammick	Wayne McCall	Paul Cain	Joel Thrift	Reg Dexter		
							2015-2018	2013-2016	2015-2018	2013-2016	2013-2016	2015-2018	2013-2016
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5-2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Dan Schmiedt [2]	Ronald Chiles [1]	A. Brighovell [1]	Michael Gray [1]
Arts & Historical Commission	2-321	5-2	YES	2X	YES	Jan - March	Bette Boreman [1]	Luther Lyle [2]	Mariam Noorai [1]	Barbara Waters [2]	H. Richardson [2]	Amber Lange [1]	Jean Dobson [2]
Board of Zoning Appeals	38-6-1	5-2	YES	2X	YES	Jan - March	Allen Medford [2]	Sammy Lee [2]	Bill Gilster [1]	Marty McKee [2]	Dick Hughes [2]	Berry Nichols [2]	Paul Reckert [2]
Building Codes Appeal Board		5-0	YES	2X	YES	Jan - March	George Smith [1]	Matl Rochester [1]	Bob DuBose [2]	Mike Willmon [2]	Harry Tollison [2]		
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	Andy Lee [2]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Glenn Buddin [1]
PRT Commission (Members up for reappointment due to initial stagger)	6-4-25 / 2-381	Appointed by Industry		2X	YES	Jan - March	Brian Greer [2], Rosemary Bailes [2], JoAnne Blake [2]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			D Poilock [1]
Scenic Highway Committee	26-151	0-2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]
Library Board	4-9-35 / 18-1	0-9	YES	2X	YES	Jan - March	Daniel Day [2], OPEN, B Hetherington [1], H McPheters [1], A Champion [1], K Holleman [1]				William Caster [2], Maria Jacobson [1], Marie McMahan [1]		
Planning Commission	6-29-310 / 32-4	5-2	YES	N/A	YES	Jan - March	Brad Kisker	C. W. Richards	David Owensby	Bud Childress	Ryan Honea	Gwen McPhail	John Lyle
Behavioral Health Services Commission	2-291	0-7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] SPS contacts Council w/ recommendations when seats open						
Capital Project Advisory Committee	2-391	OC, PC, 2 @ l.g.	NO	3X	1 yr	January	Council Representative Wayne McCall/Paul Cain in McCall absence, Planning Commission GMcPhail [1]					Randy Abbott [1]	Frankie Pearson [1]
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
Ocoee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
Ten At The Top (TATT)				NO	NO	January	Council Representative Appointed Annually						
ACOG BOD				N/A	NO	January	Council Rep: CC CHAIR or designee [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bernie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]						

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



**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

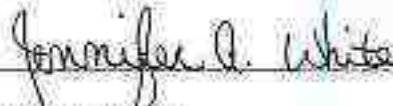
IN RE: OCC Public Hearings for Ordinance 2015-23

**BEFORE ME**, the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 08/13/2015 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager

Subscribed and sworn to before me this  
08/13/2015



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

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

## TRANSPORTATION

## MOTORCYCLES



08 HD FAT BOY  
3,400 Miles, Chrome,  
XTRA MICH! Just \$10,295!  
Call Horizons Motorcycles, LLC  
now! 864-973-8462



2008 HONDA VTX 1500 - Gray,  
Less Than 4,000 mi. Only \$4,500!  
Call Horizons Motorcycles, LLC  
now! 864-973-8462



2011 HD DYMA Super Glide  
Custom (Black), 12,513 mi. Just  
\$10,900! Call New Horizons Motorcycles, LLC  
864-973-8462



2011 HD HERITAGE Sattel  
(Black), 10,906 mi., only \$13,900!  
Call New Horizons Motorcycles, LLC  
at 864-973-8462 ASAP

## AUTOS FOR SALE



96 CHEVROLET CONQUEST  
Van 119k miles \$5,900  
Pete's Auto  
402 Oak St. • Seneca  
862-1467



01 MERCURY SABLE LS

## TRANSPORTATION

## AUTOS FOR SALE



07 TOYOTA CAMRY LE  
67k miles, \$10,500  
Pete's Auto  
402 Oak St. • Seneca  
862-1467



86 BMW 535i CSI  
90K Miles - \$6,200  
Pete's Auto  
402 Oak St. • Seneca  
862-1467



89 FORD BRONCO II XLT  
4WD 177k miles - \$5500  
Pete's Auto  
402 Oak St. • Seneca  
862-1467

## LEGAL NOTICES

## LEGALS

NOTICE OF APPLICATION Notice is hereby given that MORRISON PROPERTIES LLC DBA BOB'S COUNTRY STORE intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and OFF premises consumption of BEER and WINE at 4088 KEDWIG SCHOOL ROAD, SENECA SC 29672. To object to the issuance of this permit/license written protest must be postmarked no later than August 28, 2015. For a protest to be valid it must be in writing, and should include the following information: (1) the name, address and telephone number of the person filing the protest; (2) the specific reasons why the application should be denied; (3) that the person protesting is willing to attend a hearing (if one is requested by the applicant); (4) that the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and (5) the name of the applicant and the address of the premises to be licensed. Protests must be mailed to: S.C. Department of Revenue, 481 SECTION, P.O. Box 125, Columbia, SC 29224-0125; or filed to: (803)895-8110.

STATE OF SOUTH CAROLINA  
IN THE COURT OF COMMON  
PLEAS COUNTY OF COCKE  
BUCKET NO. 14-CP-37-0852 Wells  
First Bank, NA Plaintiff v. Duke P.

## LEGAL NOTICES

## LEGALS

Administrative Order 2011-05-02-01  
you may have a right to Foreclosure  
Intervention. To be considered for  
any available Foreclosure Intervention,  
you may communicate with and  
otherwise deal with the Plaintiff  
through its law firm, Rogers Townsend  
and Thomas, P.C. Rogers  
Townsend and Thomas, P.C. represents  
the Plaintiff in this action. Our  
law firm does not represent you.  
Under our strict rules, we will  
proceed from giving you any legal  
advice. You must submit any requests  
for Foreclosure Intervention  
consideration within 30 days from the  
date you are served with this Notice.  
IF YOU FAIL, REFUSE, OR VOLUN-  
TARILY ELECT NOT TO PARTICI-  
PATE IN FORECLOSURE INTER-  
VENTION, THE FORECLOSURE  
ACTION MAY PROCEED. Seneca  
South Carolina July 3, 2015 Rogers  
Townsend and Thomas, P.C. ATTOR-  
NEYS FOR PLAINTIFF Robert P.  
Davis (SC Bar #74066) Andrew W.  
Montgomery (SC Bar #70892) 10  
Garden Market (SC Bar # 664134)  
Mr. J. Heam (SC Bar # 68335) Kevin  
T. Brown (SC Bar # 083238) Nicole  
Holtzinger (SC Bar # 70491) Jason  
D. Wynn (SC Bar # 100271) Address:  
M. Whiting-Goodson (SC Bar #  
101428) 220 Executive Center Drive  
Post Office Box 141000 Columbia,  
South Carolina 29210 (803) 755-4422  
A-4535328 87302015, 08060015,  
08132015

The Osceola County Council will hold  
a Public Hearing to Ordinance  
2015-23 "AN ORDINANCE TO  
AMEND CHAPTER 2, ARTICLE IV  
DIVISION 8 OF THE CODE OF  
ORDINANCES OF OSCEOLA COUNTY  
PERTAINING TO THE CAPITAL  
PROJECTS ADVISORY COMMIT-  
TEE AND OTHER MATTERS RE-  
LATED THEREOF" on Tuesday,  
September 1, 2015 at 8:00 p.m. in  
Council Chambers, Osceola County  
Administrative Offices, 415 S. Pine  
Street, Watula, SC.

Oct. 22): Interacting with  
your concerns will do  
and your professional  
able way of handling  
less someone in an  
change your direction.  
stars.

Nov. 21): Change may  
you'll give in to someone  
and/or her way. Use your  
in and imagination to  
changes that are fair  
their time. Make your offer

22-Dec. 21): Be careful  
how much you promise,  
or exaggerate. Someone  
question your moti-  
vative changes that are  
movement.

2-Jan. 19): Use your  
to personal affairs,  
making a lifetime  
important to know what  
you are willing to give.

Feb. 18): Avoid  
when it comes to  
Remain calm and  
abilities before making  
influence a friendship  
be your motives before  
it is encouraged.

th 20): Your charms  
to entice others to  
an opportunity will  
one you least expect  
you will have success  
It's never too late to

# SERV

BEST LO

## CLEANING

Cesar's  
Professional

- Painting
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- Deck & Dock Sandblasting
- Vinyl Siding
- Carpet Cleaning
- Gutter & Roof Cleaning
- Windows & Glass Cleaning
- Soffit Cleaning

Residential & Commercial  
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10% off

HOME  
IMPROVEMENT

BROWN'S HOME  
IMPROVEMENTS

- Painting
- Interior & Exterior
- Foot Rock Repair
- Pressure Washing
- & Roof Repair
- Molding Repair
- Gutter Cleaning
- Do Odd Jobs
- Free Estimates
- Job too small?



**PUBLISHER'S AFFIDAVIT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**OCONEE COUNTY COUNCIL**

**IN RE: Amended Ordinance- 2015-23**

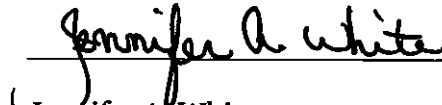
**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 08/20/2015 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



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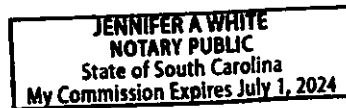
Hal Welch  
General Manager

Subscribed and sworn to before me this  
08/20/2015



---

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



TRANSPORTATION

2004 PONTIAC VIBE, \$3900. V8 AC Power windows and doors. 179 000 miles. Call 834-337-0985.



88 BMW 325i Car  
60K Miles • \$8,200  
Free 8 A.M.  
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882-7407



98 FORD BRONCO 4x4LT  
41K 177K miles • \$5200  
Free 8 A.M.  
402 N. Oak St • Stenoce  
882-7467

LEGAL NOTICES

LEGALS

NOTICE OF APPLICATION FOR NOTICE TO PROCEED THAT MICHIGAN COUNTRY STORE, LLC (MCS) FILES TO THE COURT CLERK'S DEPARTMENT TO REVOKE THE LEASE AGREEMENT THAT WAS ENTERED INTO BETWEEN MCS AND THE LESSOR, MICHIGAN COUNTRY STORE, LLC, 10000 SHERMAN ST. 49807. To effect a copy

LEGAL NOTICES

WALTON ACQUISITION

SD DIRECT, Director of Contract Management Services Bureau of Business Development  
191 George Street  
Spartanburg, SC 29302  
PHYSICAL ADDRESS: SD DIRECT, Director of Contract Management Services Bureau of Business Development  
4th Floor 201 Charles Street  
Columbia, SC 29202  
The Walton Group, General and  
Trade Package for Customers  
2012-23, 901 ORANGEWOOD TO  
DIVISION OF THE JUDGE OF  
OPERATIONS OF SCORPUS COMM-  
UNITIES ADVISORY COMMIT-  
TEE AND OTHER MATTERS RE-  
LATED HERETO, on Tuesday,  
Sept. 1, 2015 at 10:00 a.m. in Court  
Chambers, Courthouse Building,  
James Orange, 416 S. Pine Street,  
Walton, SC.

The Town of Siler's will have general election on Nov. 3, 2015, voting will take place at the Community Center located at 3 Park Ave. RV and all other vehicles will be parked on the street. The election will be held from 7:00 a.m. to 7:00 p.m. on Nov. 3, 2015 at the Community Center located at 3 Park Ave. Siler, SC.

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An Issue!

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ROOFING TREE SERVICE

MEARES CHRISTMAS ROOFING TREE FARM  
Specializing in Christmas Trees  
in Year Acreage. Call 22 Dec 28  
Samples and 199- Sign 10-7



ROOFING

QUALITY Roofing & Repairs  
• Metal Roofs  
• Storm Damage  
• Written Guarantee  
• 5/C Discount  
• 20+ Years Exp.  
24 HOUR  
EMERGENCY SERVICE  
FREE ESTIMATES  
FASTEST SERVICE IN TOWN  
(C) (864) 213-7977  
OR (864) 972-6919

HIS WAY TREE SERVICE

Tree Trimming  
• Tree Trimming

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The Oconee County Council will hold a Public Hearings for Ordinance 2015-23 "AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 8 OF THE CODE OF ORDINANCES OF OCONEE COUNTY PERTAINING TO THE CAPITAL PROJECTS ADVISORY COMMITTEE, AND OTHER MATTERS RELATED THERETO" on Tuesday, September 1, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Wahalla, SC.



## Beth Hulse

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**From:** Beth Hulse  
**Sent:** Wednesday, August 12, 2015 10:58 AM  
**To:** Beth Hulse; classadmgr@upstatetoday.com  
**Subject:** public hearing 2015-23, 9/1  
**Attachments:** 081015 - PH 2015-23 9-1-15.doc

Please advertise at your earliest convenience.

*Elizabeth G. Hulse, CCC*  
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## Beth Hulse

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**From:** Beth Hulse  
**Sent:** Wednesday, August 19, 2015 1:01 PM  
**To:** Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News  
**Subject:** public hearing 2015-23, 9/1

The Oconee County Council will hold a Public Hearings for Ordinance 2015-23 "An Ordinance TO Amend CHAPTER 2, ARTICLE IV, division 8 OF the Code of Ordinances of Oconee County pertaining to the capital projects ADVISORY Committee; and other matters related thereto" on Tuesday, September 1, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

*Elizabeth G. Hulse, CCC*

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