



A M E N D E D A G E N D A

OCONEE COUNTY COUNCIL MEETING

October 2, 2018

6:00 PM

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

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- September 18, 2018 Regular Minutes
- **September 28, 2018 Special Meeting Minutes**

Administrator Report & Agenda Summary

Discussion Regarding Action Items

~~Adopt “Land Beside the Water” as the official Oconee County song~~

~~The “Oconee Song” *Land Beside the Water* was written in 2008 by Julie Longhill and Tom Devan of Mountain Rest, and has been performed at schools, special events, and festivals many times over the past few years. The lyrics are very meaningful and describe the beauty, history and heritage of all the parts of Oconee County. The words are easy to remember and enjoyable to sing.~~

~~It is the staff’s recommendation that Council adopt the “Oconee Song” *Land Beside the Water* for the official song for Oconee County to celebrate our Sesquicentennial.~~

~~Proclamation 2018-05~~

~~PROCLAMATION 2018-05 TO ADOPT “LAND BESIDE THE WATER” AS THE OFFICIAL OCONEE COUNTY SONG~~

Public Hearings for the Following Ordinances

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

Advertised for Public Hearing but will not have 3rd Reading

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

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

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

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

Third Reading of the Following Ordinances

Ordinance 2018-26 *[see caption above]*

Ordinance 2018-28 *[see caption above]*

Ordinance 2018-29 *[see caption above]*

Second Reading of the Following Ordinances

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

First Reading of the Following Ordinances

First & Final Reading for the Following Resolutions

Discussion Regarding Action Items

Body Cameras / Oconee County Sheriff’s Office / \$205,751.03

Budget: **\$34,997.75** / Project Cost: **\$34,997.75** / Balance: **\$0.00**

The Sheriff’s Office first purchased ten body cameras for officers in April of 2013. In 2014, we began a five-year agreement with Axon Enterprises (formerly Taser International) for a total of 35 camera units, including mounting hardware, docks and associated software and storage of camera footage. We are now in the fifth year of this agreement and request Council approval to start a new five year agreement. This new agreement will replace all existing units with new ones, add five more camera units and one docking station (with six bays), two spares and unlimited cloud storage for all camera footage. During this agreement, all cameras are replaced at least one time and there are no additional charges for storage

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of all camera footage. Also included free of charge are two new hardware devices – 1) Axon Signal Unit that is installed in vehicles to automatically turn on body cameras when blue lights are engaged and 2) Axon SPPM unit installed in all Taser battery packs that automatically turns on the body camera when the Taser is activated.

It is the staff’s recommendation that Council approve entering into a five year agreement with Axon Enterprises, Inc., of Scottsdale, AZ, for body cameras and associated equipment for a total amount of \$205,751.03.

Discuss and authorize the Council Chair to execute and deliver Joinder Agreements for Frostelle, LLC, Hi-Tech Mold Carolina, LLC, and Baxter Tech, LLC whereby each of the referenced companies agree to join in and be bound by the Fee-In-Lieu of Tax Agreement entered into by and between Oconee County and Baxter Manufacturing, LLC, effective December 31, 2016.

Unfinished Business *[to include Vote and/or Action on matters brought up for discussion, if required]* *[None scheduled.]*

New Business *[may include items which may be scheduled for final action at a future meeting, if required]* *[None scheduled.]*

Executive Session

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

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

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

[2] To receive legal advice and discuss a contractual matter related to property acquisition adjoining the Oconee County Rock Quarry.

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

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

First & Final Reading for the Following Resolutions

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

Adjourn

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

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

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

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

Oconee County, South Carolina



Ordinance 2018-14
contains an Attachment B
that highlights the changes
being proposed

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

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

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

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Article VI of Chapter 32 of the Code of Ordinances with regards to the naming of subdivisions within the *Requirements and Standards* section (§ 32-213); and,

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

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

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

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

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable law of the County with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

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

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article VI of Chapter 32, not amended hereby, directly or by implication, shall remain in full force and effect.

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

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

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: September 11, 2018
Second Reading: September 18, 2018
Third Reading: _____
Public Hearing: October 2, 2018

Attachment A

Sec. 32-213. - Requirements and standards.

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

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

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

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

Attachment B

Sec. 32-213. - Requirements and standards.

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

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

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

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

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

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

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 32 of the Code of Ordinances, specifically Article VI “Land Development and Subdivision Regulations” with specific reference being made to the clarification of language relating to minimum lot sizes; and,

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

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

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

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

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable land use provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and Section 4-9-130 of the South Carolina Code, 1976, as amended.

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

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article VI of Chapter 32, not amended hereby, directly or by implication, shall remain in full force and effect.

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

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

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: July 17, 2018
Second Reading: August 21, 2018 [referred back to Planning Commission]
September 18, 2018
Third Reading: October 2, 2018
Public Hearing: October 2, 2018

ATTACHMENT A

Sec. 32-214. - Lot improvements.

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

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

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

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

ATTACHMENT B

Sec. 32-214. - Lot improvements.

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

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

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

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-28

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

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

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

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

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

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

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

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

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

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

Section 3. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Property transfer and the Agreement and to execute and deliver any such documents and instruments on behalf of the County.

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

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

Section 6. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

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

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: September 11, 2018
Second Reading: September 18, 2018
Third Reading: October 2, 2018
Public Hearing: October 2, 2018

EXHIBIT A

Attached.

EXHIBIT B

Attached.

EXHIBIT A

LAND TRANSFER AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. *Transfer of Property.*

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

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

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

County has in its possession.

During the Inspection Period, if the SDOC determines, in the SDOC's sole discretion, that the Property is unsuitable, then the SDOC may terminate this Agreement by giving written notice to the County prior to the last day of the Inspection Period.

- (c) **Closing.** On the Transfer Date the County shall deliver to the SDOC the following documents and instruments, duly executed by or on behalf of the County: (i) limited warranty deed, in recordable form, conveying the Property; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to the SDOC's title insurer, with respect to the Property; and (iii) such other documents as may be reasonably required by the SDOC's title insurer as a condition to insuring that the SDOC's title to the Property is free of exceptions other than for easements for the installation or maintenance of public utilities serving the Property and/or similar customary burdens on land of this type; and (iv) evidence in form and substance reasonably satisfactory to SDOC that the County has the power and authority to execute and enter into this Agreement and to consummate the transfer of the Property.

Section 4. Costs. Unless otherwise agreed to among the Parties, by separate written agreement, the SDOC is responsible for the costs and fees arising from the transfer of the Property from the County to the SDOC.

Section 5. Default. In the event of a breach of this Agreement or failure by a Party to meet its commitments and obligations as set forth herein, the non-breaching Party shall have the right to pursue any remedy as may be available at law or in equity.

Section 6. Waiver. If a Party waives the other Party's compliance with regard to any obligation under this Agreement, that waiver stands alone for the specific instance of non-compliance, and does not adversely affect the waiving Party's right to require performance as to any other occasion of non-compliance.

Section 7. Notice. Any notice or delivery required or request authorized under this Agreement shall be transmitted to the Parties at the following addresses to the attention of the individual indicated. The Parties may deliver any notice personally, or by certified mail, return receipt requested, to the following addresses, unless the Parties are subsequently notified of any change of address in accordance with this Section:

If to the County:	Oconee County, South Carolina Attn: County Administrator 415 S. Pine Street Walhalla, South Carolina 29691 Telephone: 864.638.4245
If to the SDOC:	School District of Oconee County Attn: Superintendent 414 S. Pine Street Walhalla, South Carolina 29691

Telephone: 864.886.4408

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

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

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

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

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

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

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

SIGNATURE PAGES FOLLOW

Exhibit A

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

Parcel No. 520-52-04-009

EXHIBIT B

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



Doc ID: 003508810003 Type: DEE

BK 1724 Pg 107-109

2009 JUN 19 P 1:00

015334
ROSS
n/c

This deed prepared by:
Ross Law Firm, PA
210 WS Broad Street
Walhalla, SC 29691

No title exam requested by Purchaser

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

ENTER

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

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

OCONEE COUNTY, its Successors and Assigns:

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

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

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

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

THIS PROPERTY DESIGNATED AS
MAR 20 SUB 2 BLK 24 PARC 009 P/B
ON OCONEE COUNTY TAX MAPS
Jackie Smith
OCONEE COUNTY ASSESSOR

SDOC/Oconee County
Deed
Page 1

Recorded this 22 day of June
Book 2009 Page 91782
Fee _____
Jinda R. Nif
Auditors Oconee County, S.C.

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

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

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

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

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

IN WITNESS WHEREOF SCHOOL DISTRICT OF OCONEE COUNTY has caused these presents to be executed in its name by its duly authorized officer(s) and its corporate seal to be hereto affixed this 23rd day of September in the year of our Lord two thousand eight and in the two hundred thirty-third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of:

SCHOOL DISTRICT OF OCONEE COUNTY (SEAL)

By: Michael Lucas
Dr. Michael Lucas
District Superintendent

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

Attest:

By: Denise McCormick
Denise McCormick
Clerk

Will [Signature]
[Signature]
Witnesses

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

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

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

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

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2008 JUN 19 P 11:00

Oconee County, South Carolina



Ordinance 2018-29
contains an Attachment B
that highlights the changes
being proposed

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-29

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

WHEREAS, Oconee County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to establish such boards, commissions, and committees in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge, or abolish any such agencies, departments, boards, commissions, and positions; and,

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

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

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

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

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

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

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

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

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

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

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: September 11, 2018
Second Reading: September 18, 2018
Third Reading: October 2, 2018
Public Hearing: October 2, 2018

Attachment A

DIVISION 12. - AGRICULTURAL ADVISORY BOARD

Sec. 2-420.4. - Establishment.

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

(Ord. No. 2016-17, § 1, 6-21-2016)

Sec. 2-420.5. - Membership.

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

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

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

Ord. No. 2016-17, § 2, 6-21-2016)

Sec. 2-420.6. - Term of members.

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

(Ord. No. 2016-17, § 3, 6-21-2016)

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

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

(Ord. No. 2016-17, § 4, 6-21-2016)

Sec. 2-420.8. - Powers and duties.

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

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

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

(Ord. No. 2016-17, § 5, 6-21-2016)

Sec. 2-420.9. - Salaries and funding.

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

(Ord. No. 2016-17, § 6, 6-21-2016)

Attachment B

DIVISION 12. - AGRICULTURAL ADVISORY BOARD

Sec. 2-420.4. - Establishment.

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

(Ord. No. 2016-17, § 1, 6-21-2016)

Sec. 2-420.5. - Membership.

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

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

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

Ord. No. 2016-17, § 2, 6-21-2016)

Sec. 2-420.6. - Term of members.

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

(Ord. No. 2016-17, § 3, 6-21-2016)

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

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

(Ord. No. 2016-17, § 4, 6-21-2016)

Sec. 2-420.8. - Powers and duties.

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

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

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

(Ord. No. 2016-17, § 5, 6-21-2016)

Sec. 2-420.9. - Salaries and funding.

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

(Ord. No. 2016-17, § 6, 6-21-2016)

Oconee County, South Carolina



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

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

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

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

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 38 of the Code of Ordinances involving the I-85 Overlay District with specific reference being made to changes intended to the Fairplay Village Sub-District and Fairplay Village Center; and,

WHEREAS, County Council has therefore determined to modify Chapter 38 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Section 38-11.2 of Chapter 38 of the Code of Ordinances, entitled *I-85 Overlay District*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of Section 38-11.2 of Chapter 38 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

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

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 38-11.2 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

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

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

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: September 18, 2018
Second Reading: October 2, 2018
Third Reading: _____
Public Hearing: _____

ATTACHMENT A

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

Title: I-85 overlay district.

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

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

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

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

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

Standards:

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

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

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

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

ATTACHMENT B

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

Title: I-85 overlay district.

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

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

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

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

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

Standards:

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

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

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

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

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

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

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 2, 2018

ITEM TITLE:

Title: **Body Cameras**

Department: **Sheriff's Office**

Amount: **\$205,751.03**

FINANCIAL IMPACT:

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

Budget: **\$34,997.75**

Project Cost: **\$34,997.75**

Balance: **\$0.00**

Finance Approval:

Sally Pavey
Son Ladale Price

BACKGROUND DESCRIPTION:

The Sheriff's Office first purchased ten body cameras for officers in April of 2013. In 2014, we began a five-year agreement with Axon Enterprises (formerly Taser International) for a total of 35 camera units, including mounting hardware, docks and associated software and storage of camera footage. We are now in the fifth year of this agreement and request Council approval to start a new five year agreement. This new agreement will replace all existing units with new ones, add five more camera units and one docking station (with six bays), two spares and unlimited cloud storage for all camera footage. During this agreement, all cameras are replaced at least one time and there are no additional charges for storage of all camera footage. Also included free of charge are two new hardware devices – 1)Axon Signal Unit that is installed in vehicles to automatically turn on body cameras when blue lights are engaged and 2)Axon SPPM unit installed in all taser battery packs that automatically turns on the body camera when the taser is activated.

SPECIAL CONSIDERATIONS OR CONCERNS:

The amount due for the first year from this fiscal year's budget is \$34,997.75. Then for years 2 – 5 the annual amount will be \$42,688.32, bringing the total amount for five years to \$205,751.03. Axon Enterprises is a sole source for all Taser products.

ATTACHMENT(S):

1. Quote from Axon Enterprises
2. Sole Source Letter

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve entering into a five year agreement with Axon Enterprises, Inc., of Scottsdale, AZ, for body cameras and associated equipment for a total amount of \$205,751.03.

Submitted or Prepared By:

Robyn Courtright
Robyn Courtright, Procurement Director

Approved for Submittal to Council:

D. Richard Martin
D. Richard Martin, Interim County Administrator

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

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



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-168810-43360.844DD

Issued: 09/17/2018

Quote Expiration: 10/14/2018

Account Number: 108550

Start Date: 10/15/2018
 Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SHIP TO

Jeff Underwood
 Oconee County Sheriff's Office - SC
 300 S. CHURCH ST.
 Walhalla, SC 29691
 US

BILL TO

Oconee County Sheriff's Office - SC
 415 S. PINE ST.
 WALHALLA, SC 29691
 US

SALES REPRESENTATIVE

David DeRosa
 Phone:
 Email: dderosa@axon.com
 Fax:

PRIMARY CONTACT

Jeff Underwood
 Phone: (864) 710-8222
 Email: junderwood@oconeelaw.com

Year 1 - TAP Refresh 35 Units

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	6	336.00	336.00	2,016.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	35	948.00	512.35	17,932.25
85110	EVIDENCE.COM INCLUDED STORAGE	1,400	0.00	0.00	0.00
Hardware					
70112	AXON SIGNAL UNIT	8	279.00	0.00	0.00
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	41	96.00	0.00	0.00
11528	FLEX 2 CAMERA, (ONLINE)	35	449.00	0.00	0.00
11532	FLEX 2 CONTROLLER	35	250.00	0.00	0.00
11509	BELT CLIP, RAPIDLOCK	35	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2	35	0.00	0.00	0.00
11545	COLLAR MOUNT, FLEX 2	35	0.00	0.00	0.00
11546	EPAULETTE MOUNT, FLEX 2	35	0.00	0.00	0.00
80106	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CAMERA	35	0.00	0.00	0.00
80115	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CONTROLLER	35	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	6	42.00	0.00	0.00
11537	DOCK, FLEX 2, 6-BAY + CORE	6	1,495.00	0.00	0.00
80110	5 YEAR TASER ASSURANCE PLAN AXON SIX BAY + HUB DOCK FLEX2	6	0.00	0.00	0.00

Year 1 - TAP Refresh 35 Units (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services					
85144	AXON STARTER	1	2,500.00	2,500.00	2,500.00
				Subtotal	22,448.25
				Estimated Shipping	0.00
				Estimated Tax	1,196.90
				Total	23,645.15

Year 1 - 5 New Units

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	1	336.00	336.00	336.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	5	948.00	948.00	4,740.00
85110	EVIDENCE.COM INCLUDED STORAGE	200	0.00	0.00	0.00
Hardware					
11528	FLEX 2 CAMERA, (ONLINE)	5	449.00	449.00	2,245.00
11532	FLEX 2 CONTROLLER	5	250.00	250.00	1,250.00
11509	BELT CLIP, RAPIDLOCK	5	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2	5	0.00	0.00	0.00
11545	COLLAR MOUNT, FLEX 2	5	0.00	0.00	0.00
11546	EPAULETTE MOUNT, FLEX 2	5	0.00	0.00	0.00
80106	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CAMERA	5	0.00	0.00	0.00
80115	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CONTROLLER	5	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	42.00	42.00	42.00
11537	DOCK, FLEX 2, 6-BAY + CORE	1	1,495.00	1,495.00	1,495.00
80110	5 YEAR TASER ASSURANCE PLAN AXON SIX BAY + HUB DOCK FLEX2	1	0.00	0.00	0.00
				Subtotal	10,108.00
				Estimated Tax	606.48
				Total	10,714.48

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
11528	FLEX 2 CAMERA, (ONLINE)	2	0.00	0.00	0.00
11532	FLEX 2 CONTROLLER	2	250.00	250.00	500.00
11509	BELT CLIP, RAPIDLOCK	2	0.00	0.00	0.00

Spares (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
11534	USB SYNC CABLE, FLEX 2	2	0.00	0.00	0.00
11545	COLLAR MOUNT, FLEX 2	1	41.00	41.00	41.00
11546	EPAULETTE MOUNT, FLEX 2	2	30.50	30.50	61.00
80106	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CAMERA	2	0.00	0.00	0.00
80115	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CONTROLLER	2	0.00	0.00	0.00
				Subtotal	602.00
				Estimated Tax	36.12
				Total	638.12

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	40	948.00	948.00	37,920.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,600	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	7	336.00	336.00	2,352.00
				Subtotal	40,272.00
				Estimated Tax	2,416.32
				Total	42,688.32

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	40	948.00	948.00	37,920.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,600	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	7	336.00	336.00	2,352.00
				Subtotal	40,272.00
				Estimated Tax	2,416.32
				Total	42,688.32

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	40	948.00	948.00	37,920.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,600	0.00	0.00	0.00

Year 4 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	7	336.00	336.00	2,352.00
				Subtotal	40,272.00
				Estimated Tax	2,416.32
				Total	42,688.32

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	40	948.00	948.00	37,920.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,600	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	7	336.00	336.00	2,352.00
				Subtotal	40,272.00
				Estimated Tax	2,416.32
				Total	42,688.32

Grand Total	205,751.03
--------------------	-------------------

Discounts (USD)

Quote Expiration: 10/14/2018

List Amount	249,349.00
Discounts	55,102.75
Total	194,246.25

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1 - TAP Refresh 35 Units	23,645.15
Year 1 - 5 New Units	10,714.48
Spares	638.12
Year 2	42,688.32
Year 3	42,688.32
Year 4	42,688.32
Year 5	42,688.32
Grand Total	205,751.03

Notes

Execution of this quote will terminate contract (#00002779) associated with Q-09029, Q-13316, Q-104219, and Q-150587 and will start a new 60 month contract.

35 Flex 2 Users and 6 Docks are receiving an early TAP replacement in Year 1 of this quote for hardware on contract #00002779.

All Axon hardware contained in this quote will be covered under the Taser Assurance Plan and will be eligible for 2 replacements. This will take place at 30 months and 60 months respectively from the initiation of the contract.

The parties agree that Axon is granting a discount of \$15,247.50 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 9/15/2018-9/30/2018, resulting in a 10/15/2018 license date. Any change in this ship date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to David DeRosa at dderosa@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-168810-43360.844DD

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July 31, 2018

To: United States federal, state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Evidence.com Data Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Flex 2 Video Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

¹ Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



AXON
CORPORATION
10000 NE NEASE ROAD
PORTLAND, OR 97228
503.253.4000
www.axon.com

Axon Fleet 2 Camera

- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Immediate upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Evidence.com services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and



AXON
EVIDENCE.COM
AXON DOCK
AXON SIGNAL

- interview room video are managed as part of the same case in Evidence.com
- Dual integration of on-officer camera and interview room camera with Evidence.com digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-1-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure



- **Stability:** Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- **Application and data protected by a CJIS and ISO 27001 compliant information security program**
- **Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities**
- **Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files**

Evidence.com for Prosecutors

- **All the benefits of the standard Evidence.com services**
- **Ability to share information during the discovery process**
- **Standard licenses available for free to prosecutors working with agencies already using Evidence.com services**
- **Unlimited storage for data collected by Axon cameras and Axon Capture**

Axon Capture Application

- **Free app for iOS and Android mobile devices**
- **Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field**
- **Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data**

Axon Commander Services

- **On-premises data management platform**
- **Chain of custody reports with extensive audit trail**
- **Automated workflows, access control, storage, and retention**
- **Compatible with multiple file formats**

Axon View Application

- **Free app for IOS and Android mobile devices**
- **Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time**
- **Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system**
- **Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data**

Axon Professional Services

- **Dedicated implementation team**
- **Project management and deployment best practices aid**
- **Training and train-the-trainer sessions**
- **Integration services with other systems**

Axon Customer Support

- **Online and email-based support available 24/7**
- **Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA**
- **Library of webinars available 24/7**



- Remote-location troubleshooting



Axon Brand Model Numbers

1. **Axon Flex 2 Cameras:**
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
2. **Axon Flex 2 Controller Model: 11532**
3. **Axon Flex 2 USB Sync Cable Model: 11534**
4. **Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)**
5. **Axon Flex 2 Camera Mounts:**
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
6. **Universal Helmet Mount Model: 11548**
7. **Axon Body 2 Camera Model: 74001**
8. **Axon Flex 2 Controller and Axon Body 2 Camera Mounts:**
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
9. **Axon Fleet Camera**
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024



AXON
17800 N. 85th Street
Scottsdale, AZ 85255

- Axon Fleet Bluetooth Dongle: 74027

10. Axon Signal Unit Model: 70112

11. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

12. Axon Signal Performance Power Magazine (SPPM) Model: 70116

Axon Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
<p>Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791</p>	<p>Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791</p>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.



Sincerely,

A handwritten signature in black ink, appearing to read "Josh Isner".

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod Touch is a trademark of Apple Inc, IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoen is a trademark of Shoen Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

▲, ▲ AXON, Axon, Axon Body, Axon Body 2, Axon Capture, Axon Dock, Axon Fleet, Axon Fleet 2, Axon Flex, Axon Flex 2, Axon Interview, Axon RapidLock, Axon Signal, Axon Signal Sidearm, Axon Signal Vehicle, Axon View, Evidence.com, X2, X26P, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.

JOINDER AGREEMENT

Reference is hereby made to the Fee Agreement, effective December 31, 2016 ("Fee Agreement"), between Oconee County, South Carolina ("County") and Baxter Manufacturing, LLC. ("Company").

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Governing Law.

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

4. Notice.

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

Frostelle LLC
ATTN: Julie Schulte
2775 Commerce Drive
Rochester Hills, Michigan 48309
Telephone: 248.852.6600

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

9/25/18
Date

FROSTELLE LLC

By: Julie Schulte
Its: Manager

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

OCONEE COUNTY, SOUTH CAROLINA

By:
Its:

JOINDER AGREEMENT

Reference is hereby made to the Fee Agreement, effective December 31, 2016 ("Fee Agreement"), between Oconee County, South Carolina ("County") and Baxter Manufacturing, LLC. ("Company").

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Governing Law.

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

4. Notice.


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

Hi-Tech Mold Carolina LLC
ATTN: Julie Schulte
2775 Commerce Drive
Rochester Hills, Michigan 48309
Telephone: 248.852.6600

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

09-25-18
Date

HI-TECH MOLD CAROLINA LLC



By: Robert Schulte
Its: Manager

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

OCONEE COUNTY, SOUTH CAROLINA

Its: _____
By: _____

JOINDER AGREEMENT

Reference is hereby made to the Fee Agreement, effective December 31, 2016 ("Fee Agreement"), between Oconee County, South Carolina ("County") and Baxter Manufacturing, LLC. ("Company").

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Governing Law.

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

4. Notice.

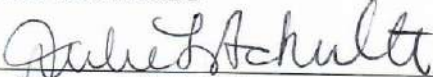
Notices under Section 4.1 of the Fee Agreement shall be sent to:

Baxter Tech LLC
ATTN: Julie Schulte
2775 Commerce Drive
Rochester Hills, Michigan 48309
Telephone: 248.852.6600

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

9/25/18
Date

BAXTER TECH LLC


By: Julie Schulte
Its: Manager

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

OCONEE COUNTY, SOUTH CAROLINA

Its:

By: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

RESOLUTION 2018-11

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

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

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

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

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

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

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

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

may be necessary or incidental to the Agreement, excluding such documents which must be authorized by ordinance, and to execute and deliver any such documents and instruments on behalf of the County.

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

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

Section 5. This Resolution shall take effect and be in force immediately upon enactment.

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

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

EXHIBIT A

See Attached

Katie Smith

From: Katie Smith
Sent: Wednesday, September 12, 2018 12:48 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 25723 Confirmation

Looks good; thanks!

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

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Wednesday, September 12, 2018 12:45 PM
To: Katie Smith
Subject: Classified Ad# 25723 Confirmation

Please let me know if you approve this ad to run tomorrow 9/13.

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:25723
Phone#:864-718-1023
Date:09/12/2018

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	09/13/2018	09/13/2018	1	28.27	28.27
Affidavit Fee	-	-	-	-	5.00

Payment Information:

Date:	Order#	Type
09/12/2018	25723	BILLED ACCOUNT

Total Amount: 33.27

Amount Due: 33.27

Comments: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-14

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

Ad Copy

NOTICE OF PUBLIC HEARING
 There will be a public hearing at 6pm, Tuesday, October 2, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:
 STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 Ordinance 2018-14
 AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE DEFINITIONS CONTAINED THEREIN, WITH PARTICULAR REFERENCE BEING MADE TO THE NAMING OF SUBDIVISIONS; AND OTHER MATTERS RELATED THERETO.

Katie Smith

From: Katie Smith
Sent: Wednesday, September 12, 2018 12:54 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 25724 Confirmation

Looks good; thanks!

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

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Wednesday, September 12, 2018 12:48 PM
To: Katie Smith
Subject: Classified Ad# 25724 Confirmation

Please let me know if you approve this ad to run tomorrow 9/13.

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:25724
Phone#:864-718-1023
Date:09/12/2018

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	09/13/2018	09/13/2018	1	29.56	29.56
Affidavit Fee	-	-	-	-	5.00

Payment Information:

Date:	Order#	Type
09/12/2018	25724	BILLED ACCOUNT

Total Amount: 34.56

Amount Due: 34.56

Comments: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-26

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

Ad Copy

NOTICE OF PUBLIC HEARING
 There will be a public hearing at 6pm, Tuesday, October 2, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:
 STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 Ordinance 2018-26
 AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING LAND DEVELOPMENT AND SUBDIVISION REGULATIONS, SPECIFICALLY IN RELATION TO CLARIFYING LANGUAGE RELATING TO MINIMUM LOT SIZES; AND OTHER MATTERS RELATED THERETO.

Katie Smith

From: Katie Smith
Sent: Wednesday, September 12, 2018 12:56 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 25725 Confirmation

Looks good; thanks!

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

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Wednesday, September 12, 2018 12:51 PM
To: Katie Smith
Subject: Classified Ad# 25725 Confirmation

Please let me know if you approve this ad to run tomorrow 9/13.

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:25725
Phone#:864-718-1023
Date:09/12/2018

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	09/13/2018	09/13/2018	1	28.27	28.27

Payment Information:

Date:	Order#	Type
09/12/2018	25725	BILLED ACCOUNT

Total Amount: 28.27

Amount Due: 28.27

Comments: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-28

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

Ad Copy

NOTICE OF PUBLIC HEARING
There will be a public hearing at 6pm, Tuesday, October 2, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-28

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

Katie Smith

From: Katie Smith
Sent: Wednesday, September 12, 2018 12:57 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 25726 Confirmation

Looks good; thanks!

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

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Wednesday, September 12, 2018 12:53 PM
To: Katie Smith
Subject: Classified Ad# 25726 Confirmation

Please let me know if you approve this ad to run tomorrow 9/13.

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:25726
Phone#:864-718-1023
Date:09/12/2018

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	09/13/2018	09/13/2018	1	26.99	26.99
Affidavit Fee	-	-	-	-	5.00

Payment Information:

Date: 09/12/2018 Order# 25726 Type BILLED ACCOUNT

Total Amount: 31.99

Amount Due: 31.99

Comments: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-29

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

Ad Copy

NOTICE OF PUBLIC HEARING
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STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-29
AN ORDINANCE TO AMEND DIVISION 12, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY ADDING AN EX OFFICIO MEMBER TO THE OCONEE COUNTY AGRICULTURAL ADVISORY BOARD; AND OTHER MATTERS RELATED THERE-TO.



**06 Chevrolet
Monte Carlo**
35K miles. \$12,000
Pete's Auto
402 South Oak Street
Seneca • 864-882-1467

Pete's Auto
402 Oak Street • Seneca
Call 882-1467



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

OTHER MATTERS RELATED
THERE TO.

NOTICE OF PUBLIC HEARING
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CLE VI OF CHAPTER 32 OF THE
OCONEE COUNTY CODE OF OR-
DINANCES, IN CERTAIN LIMITED
REGARDS AND PARTICULARS
ONLY, REGARDING THE DEFINI-
TIONS CONTAINED THEREIN,
WITH PARTICULAR REFERENCE
BEING MADE TO THE NAMING OF
SUBDIVISIONS; AND OTHER MAT-
TERS RELATED THERETO.



**10 Mercury Grand
Marquis LS**
105K, \$5,500.
Pete's Auto
402 Oak Street • Seneca
Call 882-1467



95 Volvo 850
208K miles, \$2,500.
Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467

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AN ORDINANCE AUTHORIZING
THE TRANSFER OF COUNTY-



2000 MAZDA MIATA
127K miles, 6 speed,
very good condition,
leather and wood interior
\$4,500. Call 864-952-9558



**2016 Sweetwater 22' Pontoon Boat with lifting strakes
powered by 115 HP 4 Stroke Yamaha.**
Only 51 hours on engine. Includes Bimini Top, covers for all seats, life
preservers, skis, inflatable float and tow ropes, vinyl flooring, swim step
and ladder, ski tow bar and AM/FM CD player stereo with 4 speakers.

Asking \$25,000.00

Call Bob Hill at 864-903-3427 or
email bobhill@bobhillrealty.com



2005 Ford T-Bird
78K miles.. \$15,000.
Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467

Find Your New Career
In The Classifieds!

South Carolina Regional Housing Authority No. 1
PO Box 326
Laurens, SC 29360
Ph: (864) 984-0578 Fax: (864) 984-2669
www.scrha.net

South Carolina Regional Housing Authority #1 is accepting applications for
occupancy of our 2, 3, and 4 bedroom apartments located in Westminster,
Seneca, and Walhalla. Apply at 417 Tribble St. Seneca, SC. Call Bridgette Boggs
or Lisa Cain at (864) 882-8485 to make an appointment.

IT IS THE POLICY OF THIS COMPANY TO PROVIDE HOUSING ON EQUAL
OPPORTUNITY BASIS. WE DO NOT DISCRIMINATE ON THE BASIS OF
COLOR OR SEX. FAMILIAL STATUS, NATIONAL ORIGIN

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-14

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 09/13/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
09/13/2018



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

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



TO SHOP LOCAL

Tell 'em Willie sent ya!

■ TRANSPORTATION

AUTOS FOR SALE



'05 Buick LeSabre Custom
116k miles, \$5,500
Pete's Auto
402 S. Oak Street
Seneca • 864-882-1467



02 Chevy 1500
176K miles, \$4,500.
Pete's Auto
402 Oak Street • Seneca
Call 882-1467



04 Lexus, ES 330
119K, \$5,900.
Pete's Auto
402 Oak Street • Seneca
Call 882-1467



■ TRANSPORTATION

AUTOS FOR SALE



2013 Toyota Avalon
Limited Hybrid.
60k miles, \$16,900.
Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467



72 Oldsmobile Cutlass S
All Original!!!
Oldsmobile rocket 350,
AT/dash straight, bucket seats,
console. Serious Inquires only.
Call 864-638-3539



84 Mercedes
300D Turbo
170K miles, \$6,500.
Pete's Auto
402 Oak Street • Seneca
Call 882-1467

■ TRANSPORTATION

AUTOS FOR SALE



****SOLD!****
2006 Toyota
Highlander Limited
107K miles
•Excellent condition
•Leather interior
•Pioneer touch screen stereo
•Bluetooth
•Backup camera.
ONLY \$9,500!!!

Call (864)944-6555

■ LEGAL NOTICES

LEGALS

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STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-26
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PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL


IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-26

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 09/13/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

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

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

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-28

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 09/13/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



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09/13/2018



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

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

LEGAL NOTICES

LEGALS

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

LEGAL NOTICES

LEGALS

Court at C/A #2018CP3700114.
NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

LEGAL NOTICES

LEGALS

Beverly H. Whitfield
 Clerk of Court for
 Oconee County
 John J. Hearn
 Attorney for Plaintiff
 P.O. Box 100200
 Columbia, SC 29202-3200

NOTICE OF PUBLIC HEARING
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**STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 Ordinance 2018-29**
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**NOTICE OF SALE
 2018-CP-37-00294
 EQUITY COURT SALE
 STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 COURT OF COMMON PLEAS**
 Pursuant to Court Decree in Grand-South Bank, Plaintiff, vs. Kyle A. Corbett; et al., Defendant(s), the Clerk of Court for Oconee County will sell at public auction to the highest bidder at Oconee County Courthouse, Oconee, South Carolina, on October 1, 2018, at 11:00 a.m., the following property: All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, Center Township, being shown and designated as Lot Number Seventy-three (73) of Cherokee Bay, Phase II, containing 0.685 of an acre, more or less, as shown on that certain plat prepared by Nu-South Surveying, Inc., Earl B. O'Brien, RLS No. 10755, dated May 2, 2007, and of record in the Office of the Register Deeds for Oconee County, South Carolina, in Plat Book B208 at Page 3, and having the metes and bounds, courses and distances as upon said plat appear and being incorporated herein by reference thereto.
 This being the same property conveyed unto Kyle A. Corbett by deed of Deborah K. Hurley dated May 9, 2007, recorded May 17, 2007, in the Office of the Register of Deeds for Oconee County, South Carolina, in Book 1586 at Page 227.
 TMS No.: 335-02-01-045
 Property Address: 183 Bay Drive, Fair Play, SC 29643. The property will be sold subject to any past due or accruing property taxes, assessments, existing easements, and restrictions of record and any other senior encumbrances. The property will be sold without any warranty or representation as to title or otherwise by Plaintiff or Plaintiff's counsel. The successful bidder must pay interim interest from the date of sale through the date of compliance at the rate set forth in the Note.
 Each successful bidder other than

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CLEANING **HOME IMPROV**

STEAM MASTER
 Carpet & Upholstery
 Cleaning, INC.

SteamMasterUpstate.com

Family Owned and Operated
 (864) **557-0380**

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 Paint
 Interior &
 Sheet Rock Rej
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 & Roof I
 Plumbing
 Gutter C
 Do Ode
 Free Est
 No job to

Contact Rob
 885-1111 or
 Serving C
 County Resident

**Be Sure Customers
 Can Find You When
 They Need You!**

J. D.
 Profess
 Building

**CARPE
 PLUM
 ELECTI
 PAINT**

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-29

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Hal Welch
General Manager

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09/13/2018



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

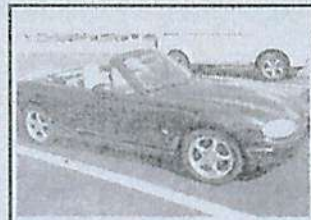
KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028



**06 Chevrolet
Monte Carlo**
35K miles. \$12,000
Pete's Auto
402 South Oak Street
Seneca • 864-882-1467



**10 Mercury Grand
Marquis LS**
105K, \$5,500.
Pete's Auto
402 Oak Street • Seneca
Call 882-1467



2000 MAZDA MIATA
127K miles, 6 speed,
very good condition,
leather and wood interior
\$4,500. Call 864-952-9558



2005 Ford T-Bird
78K miles.. \$15,000.
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Find Your New Career
In The Classifieds!

170K miles, \$6,500.
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93 Buick Roadmaster
115K miles
"Reduced....\$5,500"
Pete's Auto
402 Oak Street • Seneca
Call 882-1467



95 Volvo 850
208K miles, \$2,500.
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REGARDS AND PARTICULARS
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OCONEE COUNTY**
Ordinance 2018-28
**AN ORDINANCE AUTHORIZING
THE TRANSFER OF COUNTY-**



**2016 Sweetwater 22' Pontoon Boat with lifting strakes
powered by 115 HP 4 Stroke Yamaha.**

Only 51 hours on engine. Includes Bimini Top, covers for all seats, life
preservers, skis, inflatable float and tow ropes, vinyl flooring, swim step
and ladder, ski tow bar and AM/FM CD player stereo with 4 speakers.

Asking \$25,000.00

**Call Bob Hill at 864-903-3427 or
email bobhill@bobhillrealty.com**

PUBLISHER'S AFFIDAVIT

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TO SHOP LOCAL

Tell 'em Willie sent ya!

■ TRANSPORTATION

AUTOS FOR SALE



'05 Buick LeSabre Custom
 116k miles, \$5,500
 Pete's Auto
 402 S. Oak Street
 Seneca • 864-882-1467



02 Chevy 1500
 176K miles, \$4,500.
 Pete's Auto
 402 Oak Street • Seneca
 Call 882-1467



04 Lexus, ES 330
 119K, \$5,900.
 Pete's Auto
 402 Oak Street • Seneca
 Call 882-1467



■ TRANSPORTATION

AUTOS FOR SALE



2013 Toyota Avalon
 Limited Hybrid.
 60k miles, \$16,900.
 Pete's Auto
 402 S. Oak St.
 Seneca • 864-882-1467



72 Oldsmobile Cutlass S
 All Original!!!
 Oldsmobile rocket 350,
 AT/dash straight, bucket seats,
 console. Serious Inquires only.
 Call 864-638-3539



84 Mercedes
 300D Turbo
 170K miles, \$6,500.
 Pete's Auto
 402 Oak Street • Seneca
 Call 882-1467



■ TRANSPORTATION

AUTOS FOR SALE



****SOLD!****
 2006 Toyota
 Highlander Limited
 107K miles
 •Excellent condition
 •Leather interior
 •Pioneer touch screen stereo
 •Bluetooth
 •Backup camera.
ONLY \$9,500!!!

Call (864)944-6555

■ LEGAL NOTICES

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 AND SUBDIVISION REGULATIONS,
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PUBLISHER'S AFFIDAVIT

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105K, \$5,500.
Pete's Auto
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Call 882-1467



2000 MAZDA MIATA
127K miles, 6 speed,
very good condition,
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\$4,500. Call 864-952-9558



2005 Ford T-Bird
78K miles.. \$15,000.
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Find Your New Career
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95 Volvo 850
208K miles, \$2,500.
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**2016 Sweetwater 22' Pontoon Boat with lifting strakes
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Only 51 hours on engine. Includes Bimini Top, covers for all seats, life
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Asking \$25,000.00

**Call Bob Hill at 864-903-3427 or
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South Carolina Regional Housing Authority No. 1
PO Box 326
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Ph: (864) 984-0578 Fax: (864) 984-2669
www.scrha.net

South Carolina Regional Housing Authority #1 is accepting applications for
occupancy of our 2, 3, and 4 bedroom apartments located in Westminster,
Seneca, and Walhalla. Apply at 417 Tribble St. Seneca, SC. Call Bridgette Boggs
or Lisa Cain at (864) 882-8485 to make an appointment.

**IT IS THE POLICY OF THIS COMPANY TO PROVIDE HOUSING ON EQUAL
OPPORTUNITY BASIS. WE DO NOT DISCRIMINATE ON THE BASIS OF
RACE, RELIGION, COLOR, SEX, FAMILIAL STATUS, NATIONAL ORIGIN
OR HANDICAP.**



PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-28

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 09/13/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
09/13/2018



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

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

LEGAL NOTICES

LEGALS

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

NOTICE OF PUBLIC HEARING
There will be a public hearing at 8pm, Tuesday, October 2, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:
STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-29
AN ORDINANCE TO AMEND DIVISION 12, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY ADDING AN EX OFFICIO MEMBER TO THE OCONEE COUNTY AGRICULTURAL ADVISORY BOARD; AND OTHER MATTERS RELATED THERETO.

NOTICE OF SALE
2018-CP-37-00294
EQUITY COURT SALE
STATE OF SOUTH CAROLINA
OCONEE COUNTY
COURT OF COMMON PLEAS
Pursuant to Court Decree in Grand-South Bank, Plaintiff, vs. Kyle A. Corbett, et al., Defendant(s), the Clerk of Court for Oconee County will sell at public auction to the highest bidder at Oconee County Courthouse, Oconee, South Carolina, on October 1, 2018, at 11:00 a.m., the following property: All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, Center Township, being shown and designated as Lot Number Seventy-three (73) of Cherokee Bay, Phase II, containing 0.685 of an acre, more or less, as shown on that certain plat prepared by Nu-South Surveying, Inc., Earl B. O'Brien, RLS No. 10755, dated May 2, 2007, and of record in the Office of the Register Deeds for Oconee County, South Carolina, in Plat Book B208 at Page 3, and having the metes and bounds, courses and distances as upon said plat appear and being incorporated herein by reference thereto.
This being the same property conveyed unto Kyle A. Corbett by deed of Deborah K. Hurley dated May 9, 2007, recorded May 17, 2007, in the Office of the Register of Deeds for Oconee County, South Carolina, in Book 1586 at Page 227.
TMS No.: 335-02-01-045
Property Address: 183 Bay Drive, Fair Play, SC 29643. The property will be sold subject to any past due or accruing property taxes, assessments, existing easements, and restrictions of record and any other senior encumbrances. The property will be sold without any warranty or representation as to title or otherwise by Plaintiff or Plaintiff's counsel. The successful bidder must pay interim interest from the date of sale through the date of compliance at the rate set forth in the Note.
Each successful bidder other than

LEGAL NOTICES

LEGALS

Court at C/A #2018CP3700114.
NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

LEGAL NOTICES

LEGALS

Beverly H. Whitfield
Clerk of Court for
Oconee County
John J. Hearn
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200

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STEAM MASTER
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& Roof
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No job too small



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County Residents

Be Sure Customers Can Find You When They Need You!



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**CARPENTRY
PLUMBING
ELECTRICAL
PAINTING**



PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-29

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 09/13/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
09/13/2018



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

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



Public Comment SIGN IN SHEET 6:00 PM

October 2, 2018

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
✓1	Kathy Ehlert	To advocate for civilized
✓2	Tony Adams	behavior during election season.
3		Economic development
✓4	Bill Jerome	COMMENTS ON ITEM 1
✓5	JERRY BARWETT	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: October 2, 2018 6:00 p.m.**

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

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

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

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

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

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

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

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

Please PRINT your name

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**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: October 2, 2018 6:00 p.m.**

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

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

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

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

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**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: October 2, 2018 6:00 p.m.**

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

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

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NO ONE



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: October 2, 2018 6:00 p.m.**

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

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.

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STATEMENT OF APPRECIATION

ROBYN COURTRIGHT

Oconee County Council and Administration would like to take this moment to recognize Ms. Robyn Courtright for her dedication and 10 years of service as the Procurement Director.

In her decade with the County, Robyn has provided each department with professional guidance in all purchasing matters as well as contract management. She also was a huge contributor to the successful completion of the new Detention Center for the Oconee County Sheriff's Office, and has been an integral part of the various equipment, vehicle and professional services purchases for the entire county.

Robyn also spearheaded the P-Card program that continues to increase county savings to this day, and obtained her Certified Public Procurement Officer [CPPO] certification during her tenure.

We'd like to thank Ms. Courtright for her service and wish her the best in her upcoming retirement.


Edda Cammick / Julian Davis, III / Glenn Hart / Paul Cain / Wayne McCall
Oconee County Council


Rick Martin / Interim County Administrator

JOINDER AGREEMENT

Reference is hereby made to the Fee Agreement, effective December 31, 2016 ("Fee Agreement"), between Oconee County, South Carolina ("County") and Baxter Manufacturing, LLC. ("Company").

1. **Joinder to Fee Agreement.**

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

2. **Capitalized Terms.**

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

3. **Governing Law.**

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

4. **Notice.**

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

Frostelle LLC
ATTN: Julie Schulte
2775 Commerce Drive
Rochester Hills, Michigan 48309
Telephone: 248.852.6600

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

9/25/18
Date

FROSTELLE LLC

Julie Schulte
By: Julie Schulte
Its: Manager

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

OCONEE COUNTY, SOUTH CAROLINA

E. Cumrick
By:
Its:

JOINDER AGREEMENT

Reference is hereby made to the Fee Agreement, effective December 31, 2016 ("Fee Agreement"), between Oconee County, South Carolina ("County") and Baxter Manufacturing, LLC. ("Company").

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Governing Law.

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

4. Notice.


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

Hi-Tech Mold Carolina LLC
ATTN: Julie Schulte
2775 Commerce Drive
Rochester Hills, Michigan 48309
Telephone: 248.852.6600

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

HI-TECH MOLD CAROLINA LLC

09-25-18
Date

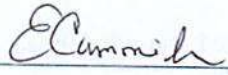


By: Robert Schulte
Its: Manager

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

OCONEE COUNTY, SOUTH CAROLINA

Its:



By:

JOINDER AGREEMENT

Reference is hereby made to the Fee Agreement, effective December 31, 2016 ("Fee Agreement"), between Oconee County, South Carolina ("County") and Baxter Manufacturing, LLC. ("Company").

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Governing Law.

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

4. Notice.

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

Baxter Tech LLC
ATTN: Julie Schulte
2775 Commerce Drive
Rochester Hills, Michigan 48309
Telephone: 248.852.6600

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

9/25/18

Date

BAXTER TECH LLC

Julie Schulte

By: Julie Schulte

Its: Manager

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

OCONEE COUNTY, SOUTH CAROLINA

E Cammish

By:

Its: