

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2022-21**

**A PROCLAMATION HONORING THE SENECA HIGH SCHOOL  
GIRLS GOLF TEAM**

**WHEREAS**, on Tuesday, October 25, 2022 the Seneca High School Girls Golf Team captured the SC 3A State Championship at The Hackler Course at Costal Carolina; and

**WHEREAS**, this win at the state level is a first in history for the Seneca High School Girls Golf Team; and

**WHEREAS**, the Seneca High School Girls Golf Team, through hard work and dedication, were able to achieve many accomplishments this year including being ranked number one by the South Carolina Golf Coaches Association, as well as setting a new school record 18-hole team low score of 303 at The Lady Hurricane at Southern Oaks; and

**WHEREAS**, the team was also able to capture the title of 2022 Region Champions at the Conference Championship at the Walker Course; and

**WHEREAS**, Mattie Padgett, Megan McConnell, Lacey Edwards, Ansley Bryson, Hazel Martin, and Skylar Martin represented themselves, their families, their school, and their community proudly; and

**WHEREAS**, the team was coached by Head Coach Kevin Padgett, assisted by Louis Holleman and Donnie Padgett.

**NOW, THEREFORE**, we, the Oconee County Council, wish to acknowledge the Seneca High School Girls Golf Team on their SC 3A State Championship.

**APPROVED AND ADOPTED** this 6th day of December, 2022.

OCONEE COUNTY, SOUTH CAROLINA

*ATTEST:*

*APPROVED:*

---

Jennifer C. Adams  
Clerk to County Council  
Oconee County

---

John Elliott  
Chairman  
Oconee County Council

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2022-22**

**A PROCLAMATION HONORING PAUL A. CAIN, ESQ. FOR HIS  
SERVICE TO OCONEE COUNTY**

**WHEREAS**, Paul A. Cain, Esq., a resident of Seneca, South Carolina, is married to Dr. Amy Anderson and together they have two children, Elliott and Madeline; and

**WHEREAS**, Mr. Cain. has served as Oconee County Council District III Representative since being elected in June of 2014; and

**WHEREAS**, Mr. Cain, during his time as a Council member, has served as Oconee County Council Chair and Vice Chair, as well as Chair of the Real Estate, Facilities, and Land Management Committee, the Planning and Economic Development Committee, and the Budget, Finance, and Administration Committee; and

**WHEREAS**, Mr. Cain has dedicated countless hours to serving the citizens in Oconee County and South Carolina by serving as the South Carolina Association of Counties President in 2022; and

**WHEREAS**, Mr. Cain spearheaded the revitalization of the Utica Community in District III and initiated development of the Task Force on Agriculture to help identify potential solutions for the loss of viable farmland in Oconee County; and

**WHEREAS**, Mr. Cain has a public servant heart with kindness, compassion, dedication, and Christian values.

**NOW, THEREFORE**, we, the Oconee County Council, do hereby recognize and express sincere gratitude to Mr. Paul A. Cain, Esq. for his dedication and service to the citizens of Oconee County.

**APPROVED AND ADOPTED** this 6th day of December, 2022.

OCONEE COUNTY, SOUTH CAROLINA

*ATTEST:*

*APPROVED:*

---

Jennifer C. Adams  
Clerk to County Council  
Oconee County

---

John Elliott  
Chairman  
Oconee County Council

**STATE OF SOUTH CAROLINA**  
**COUNTY OF OCONEE**  
**ORDINANCE 2022-22**

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, BY ADDING A PROVISION PROVIDING FOR PREAPPROVAL BY THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IN RELATION TO SUBDIVISION PLANS SUBMITTED FOR PRELIMINARY APPROVAL TO OCONEE COUNTY FOR PROPERTIES WITH ROAD FRONTAGE ON U.S. HIGHWAY 123, BETWEEN THE OCONEE COUNTY - PICKENS COUNTY BORDER AND THE EASTERNMOST BOUNDARY OF THE CITY OF SENECA; AND OTHER MATTERS RELATED THERETO.

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

**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 (“Code of Ordinances”), as amended;

**WHEREAS**, the County is authorized by Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land development and subdivision standards in the unincorporated areas of the County;

**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, Chapter 32 of the Code of Ordinances by adding a provision providing for preapproval by the South Carolina Department of Transportation (“SCDOT Preapproval”) in relation to subdivision plans submitted for preliminary approval to Oconee County for properties with road frontage on U.S. Highway 123, between the Oconee County - Pickens County border and the easternmost boundary of the City of Seneca;

**WHEREAS**, the Oconee County Planning Commission has considered this issue and recommends that the following language be added to Section 32-222 of the Oconee County Code of Ordinances:

Sec. 32-222 Preliminary plan and supporting data.

A. Submittal requirements.

10. Properties with road frontage on U.S. Highway 123, between the Oconee - Pickens County border and the easternmost municipal boundary of the City of Seneca, shall submit to and receive approval from the South Carolina Department of Transportation (“SCDOT”) prior to final approvals from the Oconee County Planning Department. All SCDOT comments shall be incorporated in the plan submitted to the County. Design priorities should include connecting parking areas and limiting curb cuts.

**WHEREAS**, County Council hereby agrees to modify Chapter 32 of the Code of Ordinances in this limited regard and particular only and to affirm and preserve all other provisions of the Code of Ordinances not expressly, or by implication, amended hereby; and

**WHEREAS**, after first reading of this Ordinance by County Council, the Oconee County Planning Commission will hold a public hearing on this matter upon thirty (30) days’ advance notice, consistent with Section 32-226(4) of the Oconee County Code of Ordinances; and it will report the results of that public hearing to County Council prior to County Council conducting second reading and holding its public hearing on this matter.

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

1. Chapter 32 of the Code of Ordinances is hereby revised, rewritten, and amended by adding the following subsection:

Sec. 32-222 Preliminary plan and supporting data.

A. Submittal requirements.

10. Properties with road frontage on U.S. Highway 123, between the Oconee - Pickens County border and the easternmost municipal boundary of the City of Seneca, shall submit to and receive approval from the South Carolina Department of Transportation (“SCDOT”) prior to final approvals from the Oconee County Planning Department. All SCDOT comments shall be incorporated in the plan submitted to the County. Design priorities should include connecting parking areas and limiting curb cuts.

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 remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior subdivision or land use provision, or decision of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto.

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

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

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

\_\_\_\_\_  
Jennifer Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading:       September 20, 2022  
Second Reading:     November 15, 2022  
Third Reading:       December 06, 2022  
Public Hearing:       December 06, 2022

# OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



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

Date: November 8, 2022

To: Oconee County Council Chairman John Elliott

From: James Coley

Re: Report to Council: Ordinance 2022-22

---

## Results:

- The Planning Commission recommends removal of the last line “Design priorities should include connecting parking areas and limiting curb cuts” by a vote of 4-3. The Planning Commission recommends approve the Ordinance, with the change, by a vote of 7-0.

## Background:

- The Planning Commission held a public hearing on Ordinance 2022-22 on November 7, 2022.
- There was one speaker. Speaker was generally in favor of the Ordinance except for the last line “Design priorities should include connecting parking areas and limiting curb cuts.”

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2022-27**

AN ORDINANCE TO AMEND AND SUPPLEMENT **ORDINANCE 2022-01** (AS SUPPLEMENTED BY ORDINANCE 2022-19), WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY FOR THE **FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023**, IN ORDER TO EFFECT A SUPPLEMENTAL APPROPRIATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (“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 (“Council”), has previously adopted and enacted the budget of the County for the fiscal year beginning July 1, 2022 and ending June 30, 2023 through the adoption and enactment of Oconee County Ordinance 2022-01, as supplemented by Ordinance 2022-19 (collectively referred to herein as “2022-01” for ease of reference); and

WHEREAS, certain events and needs have occurred, necessitating the amendment of Ordinance 2022-01 to reflect certain additional revenues and the expenditure of certain additional funds; and

WHEREAS, Council therefore desires to amend Ordinance 2022-01 to achieve the foregoing.

NOW, THEREFORE, IT IS HEREBY ORDAINED by Council in meeting duly assembled, that:

**SECTION I:** Ordinance 2022-01 is hereby amended and modified to:

- 1) Provide for an increase of \$1,108,000 to the Rock Quarry Enterprise Fund. This increase is due to high demand and volume.

**SECTION II:** The 2022-2023 Oconee County Budget is hereby amended by adding the following, for the aforesated purposes:

---

<u>Rock Quarry Enterprise Fund Revenues</u>	
Sales	\$ 1,108,000
<u>Rock Quarry Enterprise Fund Expenditures</u>	
Rock Quarry –	
Equipment Maintenance	\$ 515,320
Blasting	\$ 252,000
Capital Equipment	\$ 202,680
Diesel	\$ 88,000
Contingency	\$ 50,000

---

**SECTION III:** In the aggregate, the adopted fiscal year 2022-2023 budget, prior to these amendments stands at:

	Rock Quarry Enterprise Fund	
Revenues:		\$ 7,405,000
Expenses:		\$ 7,405,000

As amended hereby the new budget will be:

	Rock Quarry Enterprise Fund	
Revenues:		\$ 8,513,000
Expenses:		\$ 8,513,000

**SECTION IV:**

The following Budget Proviso is added:

**Section 20**

The County Administrator may waive up to Five Thousand and 00/100 (\$5,000.00) Dollars per fiscal year in Oconee County encroachment fees, building permit fees, and related and associated building code fees for each municipality located within Oconee County, but only to the extent the subject building project is for a public purpose.



**SECTION V:**

- 1) All other sections of Ordinance 2022-01 not modified, directly or by implication, shall remain in full force and effect.
- 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 and resolutions inconsistent herewith are, to the extent of such inconsistency only, hereby revoked, repealed, and rescinded.
- 4) This Ordinance shall take effect and be in force immediately upon enactment.

Adopted in meeting duly assembled this \_\_\_\_ day of December, 2022.

OCONEE COUNTY, SOUTH CAROLINA

---

John Elliott  
Chairman, Oconee County Council

ATTEST

---

Jennifer C. Adams  
Clerk to County Council

First Reading:       October 18, 2022  
Public Hearing:       November 15, 2022  
Second Reading:     November 15, 2022  
Public Hearing:       December 6, 2022  
Third Reading:       December 6, 2022

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2022-24**

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, BY REVISING THE LOT SIZE AND DENSITY STANDARDS APPLICABLE TO THE LAKE OVERLAY DISTRICT; AND OTHER MATTERS RELATED THERETO.

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

**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 (“Code of Ordinances”), as amended;

**WHEREAS**, the County is authorized by 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;

**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, Chapter 38 of the Code of Ordinances by revising the lot size and density standards applicable to a portion of the lake overlay district; and

**WHEREAS**, County Council has therefore determined to modify Chapter 38 of the Code of Ordinances by changing the minimum lot size to one-half acre and the maximum density to one dwelling unit per one-half acre for those lots created hereafter that are within two hundred (200’) feet of the full pond contour of Lake Keowee and Jocassee, 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 38-11.1(d)(1), Subsection a.1., is revised to read as follows:

Lots that are created subsequent to the effective date of this ordinance and which exist, in whole or in part, within two hundred (200') feet of the full pond contour of Lake Keowee or Lake Jocassee shall be no less than one-half acre in size, with a maximum density of one dwelling unit per one-half acre. Lots located fully within the remaining boundaries of the lake overlay district are limited to a net density of no greater than two dwelling units per acre.

2. Prior to the third reading of this Ordinance, the Oconee County Planning Commission shall review this proposed amendment to Chapter 38 and issue a recommendation to County Council in relation hereto.

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 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. Nothing contained herein, however, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as canceling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard or land use provision, or decision of the County or County Council based thereon, which was 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 Chapter 38, not amended hereby, directly or by implication, shall remain in full force.

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

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

\_\_\_\_\_  
Jennifer Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading: November 15, 2022  
Second Reading: December 06, 2022  
Third Reading: December 16, 2022  
Public Hearing: December 16, 2022

# OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



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

Date: November 8, 2022

To: Oconee County Council Chairman John Elliott

From: James Coley

Re: Report to Council: Ordinance 2022-24

---

## Results:

- The Planning Commission recommends approve the Ordinance, by a vote of 7-0.

## Background:

- The Planning Commission received Ordinance 2022-24 from Council for a recommendation.
- Two speakers signed up for public comment. One speaker was in favor and one was opposed.

## Synopsis of Comments:

- Speaker in favor believed the ordinance would improve the lake area
- Speaker against believed the ordinance was over reach and a duplication of overlay districts

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2022-26**

AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 6 OF THE OCONEE COUNTY CODE OF ORDINANCES IN RELATION TO THE ADOPTION OF MANDATORY AND PERMISSIVE BUILDING AND RELATED CODES AND STANDARDS; AND OTHER MATTERS RELATED THERETO.

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

**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 (“Code of Ordinances”), as amended;

**WHEREAS**, pursuant to S.C. Code Sections 6-9-50 and 6-9-60 the County has adopted by reference certain mandatory and permissive building and related codes and standards, as reflected in Article II of Chapter 6 of the Code of Ordinances;

**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, Article II of Chapter 6 of the Code of Ordinances in order to adopt and recognize the latest editions of the following mandatory codes and appendices with modifications, as adopted by the South Carolina Building Codes Council, to be effective January 1, 2023:

1. 2021 International Building Code with South Carolina modifications;
2. 2021 International Residential Code with South Carolina modifications;
3. 2021 International Fire Code with South Carolina modifications;
4. 2021 International Plumbing Code with South Carolina modifications;
5. 2021 International Mechanical Code with South Carolina modifications;
6. 2021 International Fuel Gas Code with South Carolina modifications;
7. 2020 National Electrical Code (NFPA 70) with South Carolina modifications; and the
8. 2009 International Energy Conservation Code (Energy Standard Act); 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, Article

II of Chapter 6 of the Code of Ordinances in order to adopt and/or specifically recognize the latest editions of the following permissive codes:

1. 2021 International Property Maintenance Code;
2. 2021 International Existing Building Code;
3. 2021 International Performance Code for Buildings and Facilities; and the
4. 2021 International Swimming Pool and Spa Code.

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

1. The foregoing mandatory and permissive codes are hereby adopted as the building and related codes and standards for Oconee County, as reflected on Exhibit A, which is attached hereto and incorporated herein by reference, and which delineates the modifications to Article II of Chapter 6 of the Oconee County Code of Ordinances with greater particularity and which will hereafter be codified as law of the County.
2. The above-referenced mandatory codes shall become effective January 1, 2023.
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 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.
5. All other terms, provisions, and parts of the Code of Ordinances, and specifically the remainder of Chapter 6, not amended hereby, directly or by implication, shall remain in full force.
6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

*Signatures on Following Page*

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

\_\_\_\_\_  
Jennifer Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading:           November 15, 2022  
Second Reading:       December 06, 2022  
Third Reading:           \_\_\_\_\_  
Public Hearing:           \_\_\_\_\_

## EXHIBIT A to Ordinance 2022-26

### ARTICLE II. - REGULATORY CODES

#### Sec. 6-40. - General.

The following mandatory and permissive nationally recognized codes, as well as their respective administration sections, and any such code editions and versions updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, are hereby adopted by reference, as required under S.C. Code § 6-9-50 or permitted under S.C. Code § 6-9-60:

#### Mandatory Codes<sup>1</sup>:

1. 2021 International Building Code with South Carolina modifications;
2. 2021 International Residential Code with South Carolina modifications;
3. 2021 International Fire Code with South Carolina modifications;
4. 2021 International Plumbing Code with South Carolina modifications;
5. 2021 International Mechanical Code with South Carolina modifications;
6. 2021 International Fuel Gas Code with South Carolina modifications;
7. 2020 National Electrical Code (NFPA 70) with South Carolina modifications; and the
8. 2009 International Energy Conservation Code.

#### Permissive Codes:

1. 2021 International Existing Building Code;
2. 2021 International Performance Code for Buildings and Facilities;
3. 2021 International Property Maintenance Code; and the
4. 2021 International Swimming Pool and Spa Code.

Pursuant to S.C. Code § 6-9-50 and § 6-9-60, Oconee County hereby adopts the provisions of the codes referenced in this Article that concern the qualification, removal, dismissal, duties, responsibilities of, and the administrative procedures for all building officials, deputy building officials, chief inspectors, other inspectors, and assistants. "Oconee County" is hereby inserted as the applicable jurisdiction in each of the codes.

#### Sec. 6-41. - International Building Code with South Carolina Modifications.

The 2021 International Building Code with South Carolina modifications and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

#### Sec. 6-42. - International Energy Conservation Code with South Carolina Modifications.

The 2009 International Energy Conservation Code, as updated by act of the South Carolina Buildings Code Council or other applicable authority, and its respective administration sections

---

<sup>1</sup> Effective January 1, 2023



contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-43. - International Fire Code with South Carolina Modifications.

The 2021 International Fire Code with South Carolina modifications and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-44. - International Fuel Gas Code with South Carolina Modifications.

The 2021 International Fuel Gas Code with South Carolina Modifications and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-45. - International Mechanical Code with South Carolina Modifications.

The 2021 International Mechanical Code with South Carolina Modifications and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-46. - International Plumbing Code with South Carolina Modifications.

The 2021 International Plumbing Code with South Carolina Modifications and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-47. - International Residential Code with South Carolina Modifications.

The 2021 International Residential Code with South Carolina Modifications and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-48. - National Electrical Code with South Carolina Modifications

The 2020 National Electrical Code (NFPA 70) with South Carolina Modifications is hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-49. - International Existing Building Code.

The 2021 International Existing Building Code, as (and if) updated or modified by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-50. - International Performance Code for Buildings and Facilities.

The 2021 International Performance Code for Buildings and Facilities, as (and if) updated or modified by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration sections contained in Chapter 1, are hereby

adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-51. - International Property Maintenance Code.

The 2021 International Property Maintenance Code, as (and if) updated or modified by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

*The following changes or additions to the International Property Maintenance Code are hereby adopted:*

*Section 103.1 – “Code Enforcement”*

*Section 107 and 108 – “See Section 6-85 of the Oconee County Code of Ordinance for provisions related to appeals.”*

*Section 302.4 – “Reference other provisions in this Section 302 in relation to sanitation, rodent harborage, and the like” is inserted in the blank contained in this section with respect to weeds.*

*Section 602.3 – November to April.*

*Section 602.4 – November to April.*

Sec. 6-52. – International Swimming Pool Code

The 2021 International Swimming Pool and Spa Code, as (and if) updated or modified by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration sections contained in Chapter 1, are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Secs. 6-53 - 6-80. - Reserved.

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2022-28**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF UP TO \$2,000,000 OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR PURPOSES OF PROVIDING ADDITIONAL FUNDING FOR THE SEWER SOUTH PROJECT; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

**WHEREAS**, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

**WHEREAS**, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

**WHEREAS**, throughout the COVID-19 crisis local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

**WHEREAS**, local governments remain uniquely positioned to take a leadership role in the recovery effort;

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

**WHEREAS**, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

**WHEREAS**, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

**WHEREAS**, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

**WHEREAS**, the County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars (“County ARPA Funds”);

**WHEREAS**, County ARPA Funds may be used toward the provision of general government services by virtue of a revenue loss calculation or a standard allowance;

**WHEREAS**, additionally, County ARPA Funds may be used in making necessary investments in water, sewer, or broadband infrastructure;

**WHEREAS**, the County desires to expend Two Million and 00/100 (\$2,000,000.00) Dollars of County ARPA Funds toward the “Sewer South Project,” a joint project between the County and the Oconee Joint Regional Sewer Authority, purposed to extend sewer infrastructure from the Golden Corner Commerce Park to Interstate 85.

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

Section 1.     Appropriation. Two Million and 00/100 (\$2,000,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Sewer South Project.

Section 2.     Expenditures. The expenditure of funds appropriated out of County ARPA Funds for the Sewer South Project is approved in an amount up to Two Million and 00/100 (\$2,000,000.00) Dollars, subject to the following conditions:

- a) This appropriation and expenditure authorization only applies to available County ARPA Funds that have been received by the County from the United States Department of Treasury and which have not been otherwise appropriated.
- b) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- c) County and the Oconee Joint Regional Sewer Authority shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA Funds for the Sewer South Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.
- d) The subrecipient agreement shall address all matters relevant to the County’s receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- e) County may discontinue the expenditure of funding appropriated hereby for the Sewer South Project at any time based on: (1) emergency or exigent circumstances; (2) lack of available funds; (3) the Sewer South Project being deemed an impermissible use of County ARPA Funds, in whole or part, under ARPA, Department of Treasury regulations, or other binding legal authority; or (4) for convenience.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

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

Section 5. Effective Date. This Ordinance shall become effective and be in full force 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 \_\_\_\_ of \_\_\_\_\_, 2022.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading: November 15, 2022  
Second Reading: December 06, 2022  
Third Reading: December 16, 2022  
Public Hearing: December 16, 2022

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2022-29**

**AN ORDINANCE TO AMEND CHAPTER 4 OF THE  
OCONEE COUNTY CODE OF ORDINANCES, ENTITLED  
THE *OCONEE COUNTY ANIMAL CONTROL ACT*; AND  
OTHER MATTERS RELATED THERETO.**

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

**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;

**WHEREAS**, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 4 of the Code of Ordinances, entitled the *Oconee County Animal Control Act*;

**WHEREAS**, the County has specific authority pursuant South Carolina state law, including the provisions of S.C. Code § 47-3-10, et seq. and S.C. Code § 47-5-10, et seq., to regulate issues related to animal control and care; and

**WHEREAS**, County Council has therefore determined to modify Chapter 4 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Chapter 4 of the Code of Ordinances, entitled the *Oconee County Animal Control Act*, is hereby revised, rewritten, and amended to read as set forth in Exhibit A which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a version of Chapter 4 showing the substantive changes made to the existing ordinance; it is for illustrative purposes only and shall not be codified.

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.

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

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading: November 15, 2022  
Second Reading: December 06, 2022  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_

---

## **2022-29 EXHIBIT A**

### **Chapter 4 ANIMALS<sup>1</sup>**

#### **Sec. 4-1. Title.**

This chapter shall be known as the Oconee County Animal Control Act.  
(Ord. No. 2005-01, § 1, 2-1-2005)

#### **Sec. 4-2. Definitions.**

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

*Abandoned animal* means an animal that has been deserted, forsaken, or given up without another owner being secured. An abandoned animal is also one that has not been provided regular access to adequate and appropriate food, water, shelter, and care. Cats subject to an approved community cat program or trap, neuter, spay, and release program are not considered abandoned animals.

*Adequate shelter* means that shelter which will keep a non-aquatic animal dry, out of the direct path of winds, out of direct sun, and at a temperature that is healthful for the animal. The containment area for the animal shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with waste or debris; shall be free of unsanitary conditions which result in offensive odors or are dangerous to the animal or to public health, welfare or safety; and shall be as free of ticks, fleas, flies, and mosquitoes as reasonably possible. A suitable method of drainage shall be provided to eliminate any excess water or moisture rapidly. Aquatic and semi-aquatic animals shall have an adequate amount of clean water in which to move. For dogs outside and unattended, adequate shelter shall meet the following minimum standards:

1. The shelter shall adequately resist water and wind and be of a suitable size to accommodate the dog and allow retention of body heat.
2. At or below thirty-two degrees Fahrenheit, the structure shall be provided with a sufficient quantity of dry bedding material or other means of protection from the weather that will allow the animal to retain body heat.
3. At or above eighty degrees Fahrenheit, each dog must be afforded one or more separate areas of shade large enough to accommodate the entire body of the dog at one time to ensure protection from the direct rays of the sun.

---

<sup>1</sup>Cross reference(s)—Environment, ch. 12.

State law reference(s)—Authority to provide for control of dogs and other domestic pets, S.C. Code 1976, § 47-3-10 et seq.; rabies control, S.C. Code 1976, §§ 47-5-10—47-5-210.



---

*Animal* means a living vertebrate creature, excepting homo-sapiens.

*Animal at large* means any animal not under the restraint of a person capable of controlling the animal and/or off the premises of the owner. A community cat is not considered an animal at large.

*Animal control officer* means any person designated by the State of South Carolina or county governing authority of Oconee County as a law enforcement officer pursuant to S.C. Code 1976, § 47-3-30.

*Animal rescuer* means any recognized group or person who routinely obtains an unwanted dog or cat and who promptly finds an adoptive home for that spayed or neutered dog or cat.

*Animal shelter* means any premises designated by the county governing body for the purpose of impounding, care, or humane euthanasia of animals held under authority of this chapter and/or state law.

*Community cat* means any free-roaming cat found outside, which one or more citizens participate in caring for. Citizens that partake in caring for a community cat must ensure that the cat's ears are tipped so that it can be distinguished from owned or stray cats. Community cats must also be spayed or neutered and vaccinated to prevent the spread of disease to owned animals.

*Dangerous animal* means an animal:

- (1) Which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked or cause injury or otherwise endanger the safety of human beings or domestic animals;
- (2) Which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined as required by S.C. Code 1976, § 47-3-720;
- (3) Which commits unprovoked acts in a place other than the place where the animal is confined as required by S.C. Code 1976, § 47-3-720, and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
- (4) Which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or
- (5) Which attacks, bites, or injures a human being or domesticated animal without adequate provocation, or which, because of temperament, conditioning or training, has a known propensity to attack, bite, or injure human beings or domesticated animals.

An animal is not a dangerous animal solely by virtue of its breed or species.

*Owner* means any person, partnership, or corporation owning, keeping, or harboring one or more animals. An animal, excluding a community cat, shall be declared to be harbored if it is fed for three (3) consecutive days or more, unless said person, partnership or corporation has notified animal control to pick up the stray animal.

*Pet or companion animal* means any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

---

*Potentially dangerous animal* means an animal that, without provocation, chases or approaches any person or domestic animal, anywhere other than on the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to, behavior such as growling or snarling.

*Public nuisance animal* means any animal, that unreasonably annoys humans, endangers the life or health of other citizens (other than its owners), or interferes with a citizen's enjoyment of life or property. The term "public nuisance animal" means and includes, but is not limited to, any animal that:

- (1) Is found at large after a written complaint has been filed;
- (2) Damages the property of anyone other than its owner;
- (3) Molests or intimidates pedestrians or passersby;
- (4) Excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored. (Refer to Chapter 12, Article 2 of the Oconee County Code of Ordinances for additional provisions related to noise disturbance;
- (5) Causes fouling of the air off the premises of the owner by odor resulting from failure to remove feces every 24 hours or washing of same into an approved underground disposal system every 24 hours, excepting animals lawfully raised for food or food products;
- (6) Has been found by the animal control officer after notice of its owner to be a public nuisance animal by virtue of being a menace to the public health, welfare, or safety; or
- (7) A dog or cat that does not have attached a valid current rabies inoculation tag as required by state law.

*Under restraint.* An animal shall be deemed under restraint if it is on the premises of its owner or custodian or is accompanied by its owner or custodian and under the physical control of such owner or custodian by means of a restraining device. This section does not apply to dogs lawfully engaged in hunting.

(Ord. No. 2005-01, § 2, 2-1-2005)

#### **Sec. 4-3. Authority.**

This chapter is adopted pursuant to the provisions of S.C. Code 1976, § 47-3-20 et seq.

(Ord. No. 2005-01, § 3, 2-1-2005)

#### **Sec. 4-4. Restraint.**

- (a) All owned animals shall be kept under restraint, which includes confinement to the owner's or custodian's premises. (See Section 4-2 Definitions, above.)
- (b) No owner shall fail to exercise proper care and control of his animal to prevent it from being a public nuisance.

- 
- (c) Owners shall ensure that if their female dog or cat is in heat, it shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.
  - (d) Every dangerous animal and potentially dangerous animal, as determined under this chapter, shall be confined by the owner within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its owner.
  - (e) Owners shall ensure their animals are restrained in a humane manner.
  - (f) If a dog must be restrained by means other than a fence or other humane enclosure, a tethering system must be used that meets the following criteria:
    - (1) The tether shall be at least 10 feet in length.
    - (2) The tether shall not be a logging chain, tow chain, or other tether that is of a weight that is likely to cause injury to the dog;
    - (3) The tether should have swivels on both ends and allow the dog to have the highest degree of movement practicable without becoming entangled; 360 degrees is ideal. This is best accomplished by using a single stake system with swivel on top to allow the dog free movement. A secondary option is to have the dog tether, with swivels, attached to a trolley system that allows the dog to move freely along a runner line. The trolley system should be at least three feet above the ground.
    - (4) The tether must allow the dog free access to food, potable water, and adequate shelter (as defined in Section 4-2 of this Chapter).
    - (5) The tether must be attached to a properly fitting collar or harness so that there is no harm to the dog.
    - (6) If more than one dog is tethered in the same area, they must be separated to prevent entanglement.
    - (7) If an underground or wireless fence is used to restrain a dog(s), the fence and appurtenances must be properly maintained so as to keep the dog(s) within the enclosed area and the fence must be capable of restraining the animal confined.

(Ord. No. 2005-01, § 4, 2-1-2005)

#### **Sec. 4-5. Biting or attacking persons.**

All animal bites or injuries to a human being shall be reported by medical personnel with knowledge of the bite or injury to the rabies control officer in the department of health and environmental control. Whenever the animal control officer is notified and shown that an animal has bitten or attacked a person, such officer shall promptly notify the county department of health and environmental control of such bite or attack and shall cooperate with the health department in impounding and quarantining such animal.

(Ord. No. 2005-01, § 5, 2-1-2005)

---

**Sec. 4-6. Impoundment and violation notice.**

- (a) (1) Unrestrained and nuisance animals, upon receipt of a written complaint signed by the complainant, may be taken by law enforcement officials and/or animal control officers and impounded in the county animal shelter and there be confined in a humane manner.
- (2) In addition to, or in lieu of, impounding an animal at large, the animal control officer or lawful constable or deputy sheriff may issue to the known owner of such animal a notice of ordinance violation. Such notice shall impose upon the owner a warning for a first offense, with subsequent offenses being punishable up to the jurisdictional limits of the magistrate's court
- (3) In addition, the owner shall be required to pay a fee of \$10.00 per day for each day the animal is boarded by the county, actual cost for inoculation of the animal (if applicable) and a \$10.00 impoundment fee. Further, a \$15.00 fee will be charged for a mandatory microchip implant for animals not previously microchipped.
- (b) Notwithstanding the above, an animal control officer and/or law enforcement officer may without written complaint impound animals not having a valid current rabies inoculation tag and found off the owner's property.
- (c) Impounded dogs and cats shall not be kept for fewer than five (5) calendar days.
- (d) Animal control officers shall not destroy any positively identifiable dog until they have notified the owner at his last known address by registered mail that they have the dog in their possession. The owner must notify the animal control officer within two weeks that he will pick up his dog. If the owner does not pick up his dog within two weeks of notification to the animal control officer, the dog may be destroyed. Reasonable costs associated with the above extended holding period, including cost of mailing the required notice, must be paid before the dog is returned to its owner, or the owner's designee, in addition to any other established costs, fines, fees, or other charges.
- (e) Abandoned animals shall be impounded and shall be kept for no fewer than five (5) calendar days.
- (f) Any owner reclaiming an impounded dog or cat shall pay the fee provided for in subsection (a) of this section before the animal can be released.
- (g) Any owner claiming an impounded dog or cat shall show proof that the animal is currently inoculated against rabies. If such animal is not currently inoculated against rabies the owner shall cause the animal to be inoculated at the owner's expense.
- (h) Any animal not reclaimed by its owner within five (5) calendar days, or in the case of a positively identifiable animal within ten (10) calendar days, shall become the property of the local government authority and shall be placed for adoption in a suitable home or humanely euthanized, as approved by state law.
- (i) The animal shelter director shall keep complete and accurate records of the care, veterinary treatment, and disposition of all animals impounded at the shelter.

- 
- (j) It shall be unlawful for any person to release or take out of impoundment any animal without proper authority.
  - (k) It shall be unlawful to resist or hinder animal control officers or law enforcement officers engaging in the capture and impoundment of an animal.
  - (l) It shall be unlawful to remove the rabies tag from the dog for which the tag was issued.
- (Ord. No. 2005-01, § 6, 2-1-2005)

**Sec. 4-7. Dangerous animals.**

- (a) If an animal control officer has probable cause to believe that a dangerous animal is being harbored or cared for in violation of S.C. Code § 47-3-720 (unconfined on premises) or § 47-3-740 (owning/harboring for purposes of fighting) or § 47-3-760(E) (registration), the officer may petition the court having jurisdiction to order the seizure and impoundment of the dangerous animal while the trial is pending.
- (b) If an animal control agent has probable cause to believe that a dangerous animal is being harbored or housed in violation of S. C. Code Section § 47-3-730 (unrestrained off premises), the agent or officer may seize and impound the dangerous animal while the trial is pending.
- (c) Animals impounded under subsections (a) or (b), above, shall be kept at the county animal shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending a determination of the animal's status as a dangerous animal. In the event an animal bites a member of the animal owner's family, and the animal owner requests that the animal be impounded by the animal owner, the animal control officer or law enforcement officer may, in his discretion, allow the animal owner to impound said animal on said animal owner's property.
- (d) Upon impounding an animal under this section, a determination hearing should be conducted as soon as reasonably possible, with notice of such hearing being served on the owner by registered mail or personal service at least ten (10) days prior to the hearing. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The magistrate shall determine whether to declare the animal to be a dangerous animal based upon the evidence and testimony presented at the hearing by the owner, witnesses to any incidents, or any other persons possessing information pertinent to such determination, such as veterinarians or dog obedience trainers. The magistrate shall issue written findings within ten (10) business days after the hearing. The owner of such animal shall have a right to appeal the decision to the court of common pleas of the county within ten (10) days of receiving the decision of the magistrate.
- (e) An animal determined to be dangerous under this section, which has attacked or caused injury to a human being or a domestic animal, may be ordered destroyed by the magistrate when in the magistrate's judgment the dangerous animal represents a continuing threat of serious harm to human beings or other domestic animals after the quarantine period has expired. Any dangerous animal may also be destroyed if the owner of the dangerous animal relinquishes ownership or control of the animal to the animal shelter or law enforcement officer. A

---

magistrate may return a dangerous animal to the owner if the magistrate finds that the animal will not pose a threat to human beings and/or domestic animals and that the owner has and will fully comply with subsections (f), (g), and (h) of this section.

- (f) The owner of a dangerous animal shall secure and confine said dangerous animal on the owner's property in an enclosed pen or structure which must be secured by lock and key or combination lock. The pen or structure shall be suitable to prevent the animal from escaping. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five feet by ten feet and not less than six feet high.
- (g) No person owning or harboring or having care of a dangerous animal may permit the animal to go beyond the person's premises unless the animal is securely muzzled and restrained with a leash or chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length.
- (h) In accordance with S.C. Code of Laws § 47-3-760 (E) all dangerous animals inside Oconee County must be registered with the Oconee County Animal Control, or its successor "law enforcement authority." If the animal was deemed dangerous by an Oconee County Court, a copy of the court order must be kept on file. If the dangerous animal was transferred into Oconee from another county or state, documentation from that jurisdiction must be provided within thirty (30) days. The Director of Animal Control will be responsible for maintaining records of all dangerous animals inside Oconee County. The registration application must be accompanied by proof of liability insurance or surety bond of at least fifty thousand dollars insuring or securing the owner for personal injuries inflicted by the dangerous animal. Oconee County Animal Control, or its successor, shall provide to the owner registering the dangerous animal a metal license tag and a certificate along with a designated dangerous dog collar. Fees for these items must be collected at registration. The metal license tag must be attached to a collar or harness and worn at all times by the dangerous animal for which the certificate and tag have been issued. The pen or structure must be clearly marked on 4 sides with a sign stating "dangerous animal."

(1) Registration information required for dangerous animals:

- (a) Species and breed.
- (b) Address of where animal will be located.
- (c) Owner information.
- (d) Proof of rabies inoculation (must be submitted annually).
- (e) Photo of animal (must be submitted annually).
- (f) Waiver for inspections of confinement site.

(2) The owner of a dangerous animal shall notify Oconee County Animal Control if any changes occur with the following:

---

(a) Ownership. In the case of a change of ownership, the name, address, and telephone number of the new owner/custodian must, within five (5) days of transfer, be provided to Oconee County Animal Control. Oconee County Animal Control will notify the new owner/custodian of the dangerous animal's status, and also notify the animal control services in the jurisdiction where the animal is housed.

(b) Address change of the owner/custodian or any change in the location in which the animal is housed.

(c) Any material change in the health status of the animal.

(d) Death of the animal.

(Ord. No. 2005-01, § 7, 2-1-2005)

Cross reference(s)—Environment. ch. 12

#### **Sec. 4-8. Potentially dangerous animals.**

- (a) The animal control officer or law enforcement officials shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has chased or approached any person or domestic animal, on property other than the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to, behavior such as growling or snarling. The animal shall be kept at the county animal shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending determination of the animal's status as a potentially dangerous animal. The animal control officer or law enforcement officer may, in his discretion, allow the animal owner to impound said animal on said animal owner's property.
- (b) Upon impounding a potentially dangerous animal a determination hearing should be conducted as soon as reasonably possible, with notice of such hearing being served on the owner by registered mail or personal service at least ten (10) days prior to the hearing. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The magistrate shall determine whether to declare the animal to be a potentially dangerous animal based upon the evidence and testimony presented at the hearing by the owner, witnesses to any incidents, or any other persons possessing information pertinent to such determination, such as veterinarians or dog obedience trainers. The magistrate shall issue written findings within ten (10) business days after the hearing. The owner of such animal shall have a right to appeal the decision to the court of common pleas of the county within ten (10) days of receiving the decision of the magistrate.
- (c) Upon a finding that an animal is a potentially dangerous animal, the magistrate may order that the animal be forfeited by the owner and placed with an agency willing to accept custody of said animal or may return said animal to the owner if the owner has and will comply with subsections (d) and (e) of this section.
- (d) The owner of a potentially dangerous animal shall secure and confine said potentially dangerous animal on the owner's property in an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping said pen or

---

structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five feet by ten feet and not less than six feet high.

- (e) No person owning or harboring or having care of a potentially dangerous animal may permit the animal to go beyond the person's premises unless the animal is securely muzzled and restrained with a leash or chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length.

(Ord. No. 2005-01, § 8, 2-1-2005)

**Sec. 4-9. Animal care.**

- (a) No owner shall fail to provide his animals with:
  - (1) Necessary subsistence and adequate shelter, as defined in Section 4-2;
  - (2) Veterinary care when needed to prevent suffering; and
  - (3) Humane care and treatment.

All animals shall be kept in a clean and sanitary condition. The premises upon which the animal is kept shall be kept in a clean and sanitary condition and provide adequate light, shelter and ventilation.

- (b) No owner of an animal shall abandon such animal. A person who returns a community cat to the location from where it was collected shall not be considered to have abandoned that animal.
- (c) Any animal found abandoned and not properly cared for, appearing to be diseased or injured past recovery for any useful purpose, may be humanely euthanized by an agent of the department of health and environmental control, law enforcement officer, or an animal control officer, by a method approved by state law.
  - (1) If the animal is identifiable, attempts to contact the owner shall be made by phone or at the residence in person.
  - (2) If the animal is not identifiable and is in great pain, the cause of which is not reasonably treatable, the animal may be humanely euthanized immediately without attempts to contact the owner.
- (d) Any animal found abandoned, neglected, cruelly treated, or unfit for use may be seized from the owner's property by the animal control officer or law enforcement officer and impounded at the county animal shelter; provided, however, that the officer shall give notice of this seizure by posting a copy of it at the location where the animal was seized or by delivering it to a person residing on the property of the owner within 24 hours of the time the animal was seized.



- 
- (e) The owner of any animal impounded under the provisions of this section shall be responsible for payment of any necessary medical care as determined by a veterinarian in addition to any penalties, impoundment fees, and board fees.

(Ord. No. 2005-01, § 9, 2-1-2005)

**Sec. 4-10. Sterilization.**

- (a) No unclaimed dog or cat shall be released for adoption without written agreement by means of a spay/neuter contract from the adopter guaranteeing that such animal will be sterilized within 30 days for adults and a specified date in the contract for pups and kittens; provided, however, the county provides a program whereby the spay/neuter is included with the adoption fee.
- (b) No animal shall be released for adoption from the county animal shelter that has not been sterilized; provided however, that the county or its contractor provides a program whereby the spay/neuter is included with the adoption fee.

(Ord. No. 2005-01, § 10, 2-1-2005)

**Sec. 4-11. Enforcement.**

The civil and criminal provisions of this chapter shall be enforced by those persons or agencies legally authorized by the county for that purpose. It shall be a violation of this chapter to interfere with an animal control officer or law enforcement officer in the performance of his duties. It shall be a violation of this chapter to provide false information to a law enforcement officer or an animal control officer. This includes but is not limited to information provided on intake forms, bite reports, owner surrender forms, complaint forms, and reclaim forms. Any person who violates the provisions of this section is guilty of a misdemeanor and, upon conviction may be fined and/or imprisoned consistent with the jurisdictional limits of the magistrate's court. Additionally, the magistrate of the county shall have the authority to issue a bench warrant in the enforcement of this chapter.

(Ord. No. 2005-01, § 11, 2-1-2005)

**Sec. 4-12. Penalties for violation of chapter.**

Any person found violating any provision of this chapter shall be deemed guilty of a misdemeanor and, for each offense, may be fined and/or imprisoned consistent with the jurisdictional limits of the magistrate's court. In addition, upon conviction of any violation under this chapter, a court may order an animal forfeited by the owner or owners and placed within an agency willing to accept custody of the animal, where the court finds that the animal has been cruelly treated, or the owners have been convicted of allowing the animal to run at large on two or more previous occasions.

(Ord. No. 2005-01, § 12, 2-1-2005)

---

---

**Sec. 4-13. Applicability of Rabies Control Act.**

The provisions of S.C. Code 1976, § 47-5-10 et seq., commonly known as the Rabies Control Act, are hereby adopted in their entirety, as the same may be from time to time amended, as an integral part of this chapter, except insofar as the provisions of such act may conflict with or be less restrictive than the provisions of this chapter.

(Ord. No. 2005-01, § 13, 2-1-2005)

## **2022-29 EXHIBIT B**

### **Chapter 4 ANIMALS<sup>1</sup>**

#### **Sec. 4-1. Title.**

This chapter shall be known as the Oconee County Animal Control Act.  
(Ord. No. 2005-01, § 1, 2-1-2005)

#### **Sec. 4-2. Definitions.**

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

~~*Abandoned or stray animal* means any animal unattended for a period of more than three days.~~

*Abandoned animal* means an animal that has been deserted, forsaken, or given up without another owner being secured. An abandoned animal is also one that has not been provided regular access to adequate and appropriate food, water, shelter, and care. Cats subject to an approved community cat program or trap, neuter, spay, and release program are not considered abandoned animals.

*Adequate shelter* means that shelter which will keep a non-aquatic animal dry, out of the direct path of winds, out of direct sun, and at a temperature that is healthful for the animal. The containment area for the animal shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with waste or debris; shall be free of unsanitary conditions which result in offensive odors or are dangerous to the animal or to public health, welfare or safety; and shall be as free of ticks, fleas, flies, and mosquitoes as reasonably possible. A suitable method of drainage shall be provided to eliminate any excess water or moisture rapidly. Aquatic and semi-aquatic animals shall have an adequate amount of clean water in which to move. For dogs outside and unattended, adequate shelter shall meet the following minimum standards:

1. The shelter shall adequately resist water and wind and be of a suitable size to accommodate the dog and allow retention of body heat.

2. At or below thirty-two degrees Fahrenheit, the structure shall be provided with a sufficient quantity of dry bedding material or other means of protection from the weather that will allow the animal to retain body heat.

---

<sup>1</sup>Cross reference(s)—Environment, ch. 12.

State law reference(s)—Authority to provide for control of dogs and other domestic pets, S.C. Code 1976, § 47-3-10 et seq.; rabies control, S.C. Code 1976, §§ 47-5-10—47-5-210.

---

3. At or above eighty degrees Fahrenheit, each dog must be afforded one or more separate areas of shade large enough to accommodate the entire body of the dog at one time to ensure protection from the direct rays of the sun.

*Animal* means ~~every nonhuman species of animal.~~ a living vertebrate creature, excepting homo-sapiens.

*Animal at large* means any animal not under the restraint of a person capable of controlling the animal and/or off the premises of the owner. A community cat is not considered an animal at large.

*Animal control officer* means any person designated by the State of South Carolina or county governing authority of Oconee County as a law enforcement officer pursuant to S.C. Code 1976, § 47-3-30.

*Animal rescuer* means any recognized group or person who routinely obtains an unwanted dog or cat and ~~or~~ who promptly finds an adoptive home for that spayed or neutered dog or cat.

*Animal shelter* means any premises designated by the county governing body for the purpose of impounding, care, or ~~destruction~~ humane euthanasia of animals held under authority of this chapter and/or state law.

Community cat means any free-roaming cat found outside, which one or more citizens participate in caring for. Citizens that partake in caring for a community cat must ensure that the cat's ears are tipped so that it can be distinguished from owned or stray cats. Community cats must also be spayed or neutered and vaccinated to prevent the spread of disease to owned animals.

*Dangerous animal* means an animal:

- (1) Which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked or cause injury or otherwise endanger the safety of human beings or domestic animals;
- (2) Which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined as required by S.C. Code 1976, § 47-3-720;
- (3) ~~2~~ Which commits unprovoked acts in a place other than the place where the animal is confined as required by S.C. Code 1976, § 47-3-720, and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
- (4) Which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or
- (5) Which attacks, bites, or injures a human being or domesticated animal without adequate provocation, or which, because of temperament, conditioning or training, has a known propensity to attack, bite, or injure human beings or domesticated animals.

An animal is not a dangerous animal solely by virtue of its breed or species.

~~Humane Society means the South Carolina Society for the Prevention of Cruelty to Animals.~~

~~Humane Society officer means any officer or employee of the Humane Society.~~

---

*Owner* means any person, partnership, or corporation owning, keeping, or harboring one or more animals. An animal, ~~excluding a community cat,~~ shall be declared to be harbored if it is fed for three (3) consecutive days or more, unless said person, partnership or corporation has notified animal control to pick up the stray animal.

*Pet or companion animal* means any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

*Potentially dangerous animal* means an animal that, without provocation, chases or approaches any person or domestic animal, anywhere other than on the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to, behavior such as growling or snarling.

*Public nuisance animal* means any animal, ~~except those raised for food and/or food products,~~ that unreasonably annoys humans, endangers the life or health of other citizens (other than its owners), or interferes with a citizen's enjoyment of life or property. The term "public nuisance animal" means and includes, but is not limited to, any animal that:

- (1) Is found at large after a written complaint has been filed;
- (2) Damages the property of anyone other than its owner;
- (3) Molests or intimidates pedestrians or passersby;
- (4) Excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored; (Refer to Chapter 12, Article 2 of the Oconee County Code of Ordinances for additional provisions related to noise disturbance;
- (5) Causes fouling of the air off the premises of the owner by odor resulting from failure to remove feces every 24 hours or washing of same into an approved underground disposal ~~systems~~system every 24 hours, excepting animals lawfully raised for food or food products;
- (6) Has been found by the animal control officer after notice of its owner to be a public nuisance animal by virtue of being a menace to the public health, welfare, or safety; or
- (7) ~~Does~~A dog or cat that does not have attached a valid current rabies inoculation tag as required by state law.

*Under restraint.* An animal shall be deemed under restraint if it is on the premises of its owner or ~~keeper~~custodian or is accompanied by its owner or ~~keeper~~custodian and under the physical control of such owner or ~~keeper~~custodian by means of a restraining device, ~~or under the verbal command, or under the active control of the owner or trainer while~~device. This section does not apply to dogs lawfully engaged in hunting ~~or being trained and while on property of the owner or with the property owner's permission.~~

(Ord. No. 2005-01, § 2, 2-1-2005)

---

### Sec. 4-3. Authority.

This chapter is adopted pursuant to the provisions of S.C. Code 1976, § 47-3-20 et seq. (Ord. No. 2005-01, § 3, 2-1-2005)

### Sec. 4-4. Restraint.

- (a) All owned animals shall be kept under restraint, which includes confinement to the owner's or custodian's premises. (See Section 4-2 Definitions, above.)
- (b) No owner shall fail to exercise proper care and control of his animal to prevent it from being a public nuisance.
- (c) ~~Every~~ Owners shall ensure that if their female dog or cat is in heat, it shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.
- (d) Every dangerous animal and potentially dangerous animal, as determined under this chapter, shall be confined by the owner within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its owner.

(e) Owners shall ensure their animals are restrained in a humane manner.

(f) If a dog must be restrained by means other than a fence or other humane enclosure, a tethering system must be used that meets the following criteria:

(1) The tether shall be at least 10 feet in length.

(2) The tether shall not be a logging chain, tow chain, or other tether that is of a weight that is likely to cause injury to the dog;

(3) The tether should have swivels on both ends and allow the dog to have the highest degree of movement practicable without becoming entangled; 360 degrees is ideal. This is best accomplished by using a single stake system with swivel on top to allow the dog free movement. A secondary option is to have the dog tether, with swivels, attached to a trolley system that allows the dog to move freely along a runner line. The trolley system should be at least three feet above the ground.

(4) The tether must allow the dog free access to food, potable water, and adequate shelter (as defined in Section 4-2 of this Chapter).

(5) The tether must be attached to a properly fitting collar or harness so that there is no harm to the dog.

(6) If more than one dog is tethered in the same area, they must be separated to prevent entanglement.

(7) If an underground or wireless fence is used to restrain a dog(s), the fence and appurtenances must be properly maintained so as to keep the dog(s) within the enclosed area and the fence must be capable of restraining the animal confined.

---

(Ord. No. 2005-01, § 4, 2-1-2005)

**Sec. 4-5. Biting or attacking persons.**

All animal bites or injuries to a human being shall be reported by medical personnel with knowledge of the bite or injury to the rabies control officer in the department of health and environmental control. Whenever the animal control ~~officer or Humane Society~~ officer is notified and shown that an animal has bitten or attacked a person, such officer shall promptly notify the county department of health and environmental control of such bite or attack and shall cooperate with the health department in impounding and quarantining such animal.

(Ord. No. 2005-01, § 5, 2-1-2005)

**Sec. 4-6. Impoundment and violation notice.**

- (a) (1) Unrestrained and nuisance ~~animals~~animals, upon receipt of a written complaint signed by the complainant, may be taken by law enforcement officials and/or animal control officers and impounded in the county animal shelter and there be confined in a humane manner.
- (2) In addition to, or in lieu of, impounding an animal at large, the animal control officer or lawful constable or deputy sheriff may issue to the known owner of such animal a notice of ordinance violation. ~~Such notice shall impose upon the owner a warning for a first offense. The owner shall be charged a penalty of \$100.00 for the second violation, \$125.00 for the third violation and \$150.00 for each subsequent violation. Said penalties shall be made payable to the treasurer of the county and paid at the county animal shelter within ten business days from the date of issuance in full satisfaction of the assessed penalty. In the event that such penalty is not paid within the time period described, a bench warrant shall be issued by a magistrate and, upon conviction, the owner shall be punished as provided in section 4-12. Such notice shall impose upon the owner a warning for a first offense, with subsequent offenses being punishable up to the jurisdictional limits of the magistrate's court~~
- (3) In addition, the owner shall be required to pay a fee of ~~\$5~~10.00 per day for each day the animal is boarded by the county, actual cost for inoculation of the animal (if applicable) and a ~~\$5.00 impoundment fee. In addition, at the discretion of the animal shelter, a fee of \$30.00 and mandatory sterilization of the animal may be required if the animal is impounded on more than one occasion. The impoundment fee shall be \$5.00 and \$25.00 shall help defray the cost of sterilization. The sterilization shall not be required if the owner or other person redeeming the animal provides a written statement from a licensed veterinarian that the spay or neuter procedure would be harmful to the animal due to reasons of age or health or that the animal has already been sterilized.~~10.00 impoundment fee. Further, a \$15.00 fee will be charged for a mandatory microchip implant for animals not previously microchipped.
- (b) Notwithstanding the above, an animal control officer and/or law enforcement officer may without written complaint impound animals not having a valid current rabies inoculation tag and found off the owner's property.
- (c) Impounded dogs and cats shall not be kept for fewer than five ~~working~~(5) calendar days.

- 
- (d) ~~if by tag or other means~~ Animal control officers shall not destroy any positively identifiable dog until they have notified the owner of an impounded animal can be identified, at his last known address by registered mail that they have the dog in their possession. The owner must notify the animal control officer shall immediately upon impoundment notify the owner by telephone within two weeks that he will pick up his dog. If the owner does not pick up his dog within two weeks of notification to the animal control officer, the dog may be destroyed. Reasonable costs associated with the above extended holding period, including cost of mailing the required notice, must be paid before the dog is returned to its owner, or the owner's designee, in addition to any other established costs, fines, fees, or certified mail. Any identifiable animal, not appearing to be abandoned, upon notification of the owner by telephone or certified mail, shall not be kept for fewer than ten days. ~~other charges.~~
- (e) Abandoned animals shall be impounded and shall be kept for no fewer than five ~~working~~ (5) calendar days.
- (f) Any owner reclaiming an impounded dog or cat shall pay the fee provided for in subsection (a) of this section before the animal can be released.
- (g) Any owner claiming an impounded dog or cat shall show proof that the animal is currently inoculated against rabies. If such animal is not currently inoculated against rabies the owner shall cause the animal to be inoculated at the owner's expense.
- (h) Any animal not reclaimed by its owner within five ~~working~~ (5) calendar days, or in the case of a positively identifiable animal within ten (10) calendar days, shall become the property of the local government authority and shall be placed for adoption in a suitable home or humanely ~~disposed of~~ euthanized, as approved by state law.
- (i) The animal shelter director shall keep complete and accurate records of the care, veterinary treatment, and disposition of all animals impounded at the shelter.
- (j) It shall be unlawful for any person to release or take out of impoundment any animal without proper authority.
- (k) It shall be unlawful to resist or hinder animal control officers or law enforcement officers engaging in the capture and impoundment of an animal. ~~It shall be unlawful to give false information to an animal control officer or law enforcement officer.~~
- (l) It shall be unlawful to remove the rabies tag from the dog for which the tag was issued.
- (Ord. No. 2005-01, § 6, 2-1-2005)

#### **Sec. 4-7. Dangerous animals.**

- (a) ~~The~~ If an animal control officer ~~and law enforcement officials shall have the power~~ has probable cause to summarily and immediately impound any ~~believe that a dangerous animal where there is any evidence that the animal has attacked, bitten, or injured any human being~~ harbored or cared for in violation of S.C. Code § 47-3-720 (unconfined on premises) or domestic § 47-3-740 (owning/harboring for purposes of fighting) or § 47-3-760(E) (registration), the officer may petition the court having



---

jurisdiction to order the seizure and impoundment of the dangerous animal while the trial is pending.

(b) If an animal, ~~The control agent has probable cause to believe that a dangerous animal is being harbored or housed in violation of S. C. Code Section § 47-3-730 (unrestrained off premises), the agent or officer may seize and impound the dangerous animal while the trial is pending.~~

(c) Animals impounded under subsections (a) or (b), above, shall be kept at the county animal shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending a determination of the animal's status as a dangerous animal. In the event ~~that~~ an animal bites a member of the animal owner's family, and the animal owner requests that the animal be impounded by the animal owner, the animal control officer or law enforcement officer may, in his discretion, allow the animal owner to impound said animal on said animal owner's property.

(~~b~~d) Upon impounding ~~a potentially dangerous~~an animal ~~or a dangerous animal that has attacked, bitten or injured a human being or a domestic animal~~under this section, a determination hearing should be conducted ~~within five business days of serving~~as soon as reasonably possible, with notice ~~to~~of such hearing being served on the owner by ~~certified~~registered mail or personal service at least ten (10) days prior to the hearing. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The magistrate shall determine whether to declare the animal to be a dangerous animal based upon the evidence and testimony presented at the hearing by the owner, witnesses to any incidents, or any other persons possessing information pertinent to such determination, such as veterinarians or dog obedience trainers. The magistrate shall issue written findings within ~~five~~ten (10) business days after the hearing. The owner of such animal shall have a right to appeal the decision to the court of common pleas of the county within ten (10) days of receiving ~~such~~the decision of the magistrate.

(~~e~~e) An animal determined to be dangerous ~~as determined in subsection (b) of~~under this section, which has attacked or caused injury to a human being or a domestic animal, may be ordered destroyed by the magistrate when in the magistrate's judgment the dangerous animal represents a continuing threat of serious harm to human beings or other domestic animals after the quarantine period has expired. Any dangerous animal may also be destroyed if the owner of the dangerous animal relinquishes ownership or control of the animal to the ~~Humane Society~~animal shelter or law enforcement officer. A magistrate may return a dangerous animal to the owner if the magistrate finds that the animal will not pose a threat to human beings and/or domestic animals and that the owner has and will fully comply with subsections ~~(~~f~~f)~~, (g), and (~~h~~h) of this section.

(~~f~~f) The owner of a dangerous animal shall secure and confine said dangerous animal on the owner's property in an enclosed pen or structure which must be secured by lock and ~~locked (with a key or combination lock)~~. The pen or structure, shall be suitable to prevent the animal from escaping ~~said pen or structure~~. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the

---

ground with no less than two feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five feet by ten feet and not less than six feet high.

(eg) No person owning or harboring or having care of a dangerous animal may permit the animal to go beyond the person's premises unless the animal is securely muzzled and restrained with a leash or chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length.

(h) In accordance with S.C. Code of Laws § 47-3-760 (E) all dangerous animals inside Oconee County must be registered with the Oconee County Animal Control, or its successor “law enforcement authority.” If the animal was deemed dangerous by an Oconee County Court, a copy of the court order must be kept on file. If the dangerous animal was transferred into Oconee from another county or state, documentation from that jurisdiction must be provided within thirty (30) days. The Director of Animal Control will be responsible for maintaining records of all dangerous animals inside Oconee County. The registration application must be accompanied by proof of liability insurance or surety bond of at least fifty thousand dollars insuring or securing the owner for personal injuries inflicted by the dangerous animal. Oconee County Animal Control, or its successor, shall provide to the owner registering the dangerous animal a metal license tag and a certificate along with a designated dangerous dog collar. Fees for these items must be collected at registration. The metal license tag must be attached to a collar or harness and worn at all times by the dangerous animal for which the certificate and tag have been issued. The pen or structure must be clearly marked on 4 sides with a sign stating “dangerous animal.”

(1) Registration information required for dangerous animals:

- \_\_\_\_\_ (a) Species and breed.
- \_\_\_\_\_ (b) Address of where animal will be located.
- \_\_\_\_\_ (c) Owner information.
- \_\_\_\_\_ (d) Proof of rabies inoculation (must be submitted annually).
- \_\_\_\_\_ (e) Photo of animal (must be submitted annually).
- \_\_\_\_\_ (f) Waiver for inspections of confinement site.

(2) The owner of a dangerous animal shall notify Oconee County Animal Control if any changes occur with the following:

(a) Ownership. In the case of a change of ownership, the name, address, and telephone number of the new owner/custodian must, within five (5) days of transfer, be provided to Oconee County Animal Control. Oconee County Animal Control will notify the new owner/custodian of the dangerous animal’s status, and also notify the animal control services in the jurisdiction where the animal is housed.

(b) Address change of the owner/custodian or any change in the location in which the animal is housed.

---

(c) Any material change in the health status of the animal.

(d) Death of the animal.

(Ord. No. 2005-01, § 7, 2-1-2005)

Cross reference(s)—Environment. ch. 12

**Sec. 4-8. Potentially dangerous animals.**

- (a) The animal control officer or law enforcement officials shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has chased or approached any person or domestic animal, on property other than the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to, behavior such as growling or snarling. The animal shall be kept at the county animal shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending determination of the animal's status as a potentially dangerous animal. The animal control officer or law enforcement officer may, in his discretion, allow the animal owner to impound said animal on said animal owner's property.
- (b) Upon impounding a potentially dangerous animal, ~~the a~~ determination hearing should be conducted ~~within five days of serving~~ as soon as reasonably possible, with notice ~~to~~ of such hearing being served on the owner by ~~certified~~ registered mail or personal service at least ten (10) days prior to the hearing. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The magistrate shall determine whether to declare the animal to be a potentially dangerous animal based ~~on~~ upon the evidence ~~of and~~ testimony presented at the hearing by the owner, witnesses to any ~~incidences, and incidents, or~~ any other persons possessing information pertinent to such determination, such as veterinarians or dog obedience trainers. The magistrate shall issue written findings within ~~five~~ ten (10) business days after the hearing. The owner of such animal shall have ~~the~~ right to appeal ~~such a~~ the decision to the court of common pleas of the county within ten (10) days of receiving the decision of the magistrate.
- (c) Upon a finding that an animal is a potentially dangerous animal, the magistrate may order that the animal be forfeited by the owner and placed with an agency willing to accept custody of said animal or may return said animal to the owner if the owner has and will comply with subsections (d) and (e) of this section.
- (d) The owner of a potentially dangerous animal shall secure and confine said potentially dangerous animal on the owner's property in an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping said pen or structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five feet by ten feet and not less than six feet high.

---

Created: 2022-06-28 13:37:13 [EST]

(Supp. No. 44)

- 
- (e) No person owning or harboring or having care of a potentially dangerous animal may permit the animal to go beyond the person's premises unless the animal is securely muzzled and restrained with a leash or chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length.

(Ord. No. 2005-01, § 8, 2-1-2005)

#### **Sec. 4-9. Animal care.**

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

- (1) ~~The necessary~~Necessary subsistence and adequate shelter, as defined in Section 4-2;
- (2) Veterinary care when needed to prevent suffering; and
- (3) Humane care and treatment.

All animals shall be kept in a clean and sanitary condition. The premises upon which the animal is kept shall be kept in a clean and sanitary condition and provide adequate light, shelter and ventilation.

- (b) No owner of an animal shall abandon such animal. A person who returns a community cat to the location from where it was collected shall not be considered to have abandoned that animal.

- (c) Any animal found abandoned and not properly cared for, appearing to be diseased or injured past recovery for any useful purpose, may be ~~lawfully destroyed~~humanely euthanized by an agent of the department of health and environmental control, law enforcement officer, or an animal control officer~~or officer of the Humane Society,~~ by a method approved by state law.

(1) If the animal is identifiable, attempts to contact the owner shall be made by phone or at the residence in person.

(2) If the animal is not identifiable and is in great pain, the cause of which is not reasonably treatable, the animal may be humanely euthanized immediately without attempts to contact the owner.

- (d) Any animal found abandoned, neglected, cruelly treated, or unfit for use may be seized from the owner's property by the animal control officer or law enforcement officer and impounded at the county animal shelter; provided, however, that the officer shall give notice of this seizure by posting a copy of it at the location where the animal was seized or by delivering it to a person residing on the property of the owner within 24 hours of the time the animal was seized.

- (e) The owner of any animal impounded under the provisions of this section shall be responsible for payment of any necessary medical care as determined by a veterinarian in addition to any penalties, impoundment fees, and board fees.

(Ord. No. 2005-01, § 9, 2-1-2005)

---

#### **Sec. 4-10. Sterilization.**

- (a) No unclaimed dog or cat shall be released for adoption without written agreement by means of a spay/neuter contract from the adopter guaranteeing that such animal will be sterilized within 30 days for adults and a specified date in the contract for pups and kittens; provided, however, the county provides a program whereby the spay/neuter is included with the adoption fee.
- (b) No animal shall be released for adoption from the county animal shelter that has not been sterilized; provided however, that the county or its contractor provides a program whereby the spay/neuter is included with the adoption fee.

(Ord. No. 2005-01, § 10, 2-1-2005)

#### **Sec. 4-11. Enforcement.**

The civil and criminal provisions of this chapter shall be enforced by those persons or agencies legally authorized by the county ~~authority~~for that purpose. It shall be a violation of this chapter to interfere with an animal control officer or law enforcement officer in the performance of his duties. ~~It shall be a violation of this chapter to provide false information to a law enforcement officer or an animal control officer. This includes but is not limited to information provided on intake forms, bite reports, owner surrender forms, complaint forms, and reclaim forms. Any person who violates the provisions of this section is guilty of a misdemeanor and, upon conviction may be fined and/or imprisoned consistent with the jurisdictional limits of the magistrate's court. Additionally, the~~ magistrate of the county shall have the authority to issue a bench warrant in the enforcement of this chapter.

(Ord. No. 2005-01, § 11, 2-1-2005)

#### **Sec. 4-12. Penalties for violation of chapter.**

Any person found violating any ~~provisions~~provision of this chapter shall be deemed guilty of a misdemeanor and ~~shall, for every each offense, may be guilty of a misdemeanor fined and be punished by imprisonment in jail not exceeding 30 days / or by a fine not exceeding \$500.00~~imprisoned consistent with the jurisdictional limits of the magistrate's court. In addition, upon conviction of any violation under this chapter, a court may order an animal forfeited by the owner or owners and placed within an agency willing to accept custody of the animal, where the court finds that the animal has been cruelly treated, or the owners have been convicted of allowing the animal to run at large on two or more previous occasions.

(Ord. No. 2005-01, § 12, 2-1-2005)

#### **Sec. 4-13. Applicability of Rabies Control Act.**

The provisions of S.C. Code 1976, § 47-5-10 et seq., commonly known as the Rabies Control Act, are hereby adopted in their entirety, as the same may be from time to time amended, as an

---

integral part of this chapter, except insofar as the provisions of such act may conflict with or be less restrictive than the provisions of this chapter.

(Ord. No. 2005-01, § 13, 2-1-2005)

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2022-30**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF SIX HUNDRED THIRTY-EIGHT THOUSAND, TWO HUNDRED TWENTY-NINE AND 00/100 (\$638,229.00) ~~[\$640,166.00 - requested amendment]~~ DOLLARS OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING RECEIVED UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR CONSTRUCTION OF THE BOUNTYLAND FIRE SUBSTATION; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

**WHEREAS**, COVID-19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

**WHEREAS**, the negative financial impact of COVID-19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

**WHEREAS**, throughout the COVID-19 crisis local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

**WHEREAS**, local governments remain uniquely positioned to take a leadership role in the recovery effort;

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

**WHEREAS**, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

**WHEREAS**, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

**WHEREAS**, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

**WHEREAS**, the County was allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars (collectively “County ARPA Funds”);

**WHEREAS**, County ARPA Funds may be used toward the provision of general government services by virtue of a revenue loss calculation or a standard allowance; and

**WHEREAS**, the County desires to expend Six Hundred Thirty-Eight Thousand, Two Hundred Twenty-Nine and 00/100 (\$638,229.00) *[\$640,166.00 – requested amendment]* Dollars of County ARPA Funds toward construction of the Bountyland Fire Substation.

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

Section 1. Appropriation. Six Hundred Thirty-Eight Thousand, Two Hundred Twenty-Nine and 00/100 (\$638,229.00) *[\$640,166.00 – requested amendment]* Dollars of County ARPA Funds are hereby appropriated and set aside for construction of the Bountyland Fire Substation.

Section 2. Expenditures. The expenditure of funds appropriated out of County ARPA Funds for construction of the Bountyland Fire Substation is approved in an amount up to Six Hundred Thirty-Eight Thousand, Two Hundred Twenty-Nine and 00/100 (\$638,229.00) *[\$640,166.00 – requested amendment]*, subject to the following conditions:

- a) This appropriation and expenditure authorization only applies to available County ARPA Funds that have been received by the County from the United States Department of Treasury and which have not been otherwise appropriated.
- b) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- c) County may discontinue the expenditure of funding appropriated hereby for construction of the Bountyland Fire Substation at any time based on: (1) emergency or exigent circumstances; (2) lack of available funds; (3) construction of the Bountyland Fire Substation being deemed an impermissible use of County ARPA Funds, in whole or part, under ARPA, Department of Treasury regulations, or other binding legal authority; or (4) for convenience.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

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

Section 5. Effective Date. This Ordinance shall become effective and be in full force 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 \_\_\_\_ of \_\_\_\_\_, 2022.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading: November 15, 2022  
Second Reading: December 06, 2022  
Third Reading: December 16, 2022  
Public Hearing: December 16, 2022

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE 2022-31**

**AN ORDINANCE TO ACKNOWLEDGE AND AUTHORIZE  
THE EXECUTION OF AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN OCONEE COUNTY AND THE CITY  
OF WALHALLA FOR THE PROVISION OF A COUNTY  
MAGISTRATE TO ACT AS MUNICIPAL JUDGE FOR THE  
CITY OF WALHALLA; AND OTHER MATTERS RELATED  
THERETO.**

**WHEREAS**, Oconee County, South Carolina (“Oconee County”), is a body politic and corporate and a political subdivision of the State of South Carolina;

**WHEREAS**, the City of Walhalla (the “City”) has established a municipal court, which is part of the South Carolina unified judicial system, to hear and determine all cases within its jurisdiction;

**WHEREAS**, pursuant to §14-25-25 of the South Carolina Code of Laws, 1976, as amended (the “Act”), a municipality may contract with a county governing authority for the services of a magistrate to serve as its municipal judge and may designate such magistrate as its municipal judge;

**WHEREAS**, significant changes in South Carolina laws have made it impracticable for some municipalities to continue to independently operate municipal courts on an efficient, economical basis;

**WHEREAS**, the City acknowledges that the Oconee County Magistrate’s Office (“County Magistrate’s Office”) has the capability to provide the City with a county magistrate to act as a municipal judge, to hear and determine all cases under the City’s jurisdiction, thereby providing this vital service to the citizens of Walhalla on an uninterrupted basis with maximum cost efficiency;

**WHEREAS**, the City is willing to compensate the County Magistrate’s Office for providing the City with a county magistrate to act as a municipal judge, and the City has formally requested a contractual arrangement with the County so that the County Magistrate’s Office may make a county magistrate available to be designated by the City as its municipal judge;

**WHEREAS**, the County Magistrate’s Office is willing to provide the City with a county magistrate, to act as a municipal judge to hear and determine all cases under the City’s jurisdiction in return for compensation from the City;

**WHEREAS**, Oconee County recognizes that such an arrangement would efficiently serve the taxpayers of both governmental entities;

**WHEREAS**, the Chief Magistrate of Oconee County has agreed to seek an Order from the Chief Justice of the South Carolina Supreme Court, authorizing the Chief Magistrate of the County to assign any magistrate of the County as the municipal judge for the City and to assign a magistrate to serve as an associate municipal judge;

**WHEREAS**, through the authority granted by the Act, the City and Oconee County desire to enter into an intergovernmental agreement (the “Agreement”) in the form attached hereto as Exhibit A; and

**WHEREAS**, pursuant to the Agreement, Oconee County intends to pay the assigned magistrate additional and clearly separate compensation solely for additional duties as a Municipal Judge for the City, over and above and not as a part of the compensation received by such assigned magistrate for his or her duties as magistrate pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended, contingent on the assigned magistrate signing a document acknowledging that the compensation is separate and solely for such additional duties as Municipal Judge.

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

1. Oconee County, acting by and through the Oconee County Council, hereby acknowledges and accepts the Agreement.
2. The Oconee County Administrator is authorized to execute the Agreement on behalf of Oconee County and to take all other steps and actions as are necessary or appropriate to enter into and enforce the Agreement.
3. The Oconee County Administrator shall ensure that any payments made to the assigned magistrate pursuant to or as a result of the Agreement are additional and clearly separate compensation, solely for additional duties as a Municipal Judge for the City, over and above and not as a part of the compensation received by such assigned magistrate for his or her duties as magistrate pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended, and the Oconee County Administrator shall ensure that before any payment is made, the assigned magistrate signs a document acknowledging that the compensation is separate and solely for such additional duties as Municipal Judge and will last only so long as the assigned magistrate is performing such duties.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
5. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
6. This Ordinance shall take effect and be in full force from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
Chair, Oconee County Council

First Reading:           December 06, 2022  
Second Reading:       \_\_\_\_\_  
Third Reading:         \_\_\_\_\_  
Public Hearing:         \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**RESOLUTION 2022-18**

A RESOLUTION APPOINTING AND COMMISSIONING NATE WILSON AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; 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;

**WHEREAS**, consistent with the powers granted county governments by S.C. Code § 4-9-30 and pursuant to S.C. Code § 4-9-25, the County has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of such powers concerning 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;

**WHEREAS**, consistent with S.C. Code § 4-9-145 and O.C. Code § 20-30, et seq., the Oconee County Council (the “Council”) may appoint and commission, by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County; and

**WHEREAS**, in order to promote a clean, healthy, and safe environment for the citizens of Oconee County, the Council deems it proper to appoint and commission a code enforcement officer who is authorized to carry out all tasks necessary and incidental to enforce those Oconee County ordinances related to environmental control, nuisance, property maintenance, substandard housing, zoning, and land use throughout the County.

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

Section 1. Nate Wilson (“Wilson”) is hereby appointed and commissioned as a code enforcement officer for Oconee County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon him by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, Wilson shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer.

Section 2. Wilson's code enforcement authority shall extend throughout the entirety of the unincorporated portions of Oconee County and shall be limited to those ordinances that are related to environmental control, nuisance, property maintenance, substandard housing, zoning, and land use. All enforcement activities shall be carried out in a manner consistent with local, state, and federal law.

Section 3. The County Administrator shall execute and provide Wilson with a Certificate of Commission and such other credentials as are deemed necessary to serve as evidence of Wilson's appointment and commissioning hereby.

Section 4. Wilson shall serve as a code enforcement officer until this appointment and commission is revoked or his employment with Oconee County ends.

Section 5. 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 6. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2022, in meeting duly assembled.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 6, 2022

## ITEM TITLE:

**Title: Used 2019 Komatsu HM400-5**

**Department: Solid Waste**

**Amount: \$175,324.00**

## FINANCIAL IMPACT:

Procurement pending approval of the FY 2022-2023 budget.

Budget: **\$175,324.00**      Project Cost: **\$175,324.00**      Balance: **\$ 0.00**      Finance Approval: \_\_\_\_\_

Funding from Capital Equipment / Vehicle Fund (325)

## BACKGROUND DESCRIPTION:

This purchase is for a used 2019 Komatsu HM400-5 40 ton articulating dump truck for Solid Waste. The department uses a haul truck to haul cover soil for monthly landfill cover and sediment pond construction and maintenance as required by SCDHEC compliance. In addition, this truck is used to move material around the landfill when needed. An articulated dump truck is necessary to perform the actions within the landfill because the truck can work in unfavorable conditions, can go onto the landfill face, and it cuts the covering time in half to allow staff to return to their normal duties.

On December 7, 2021, County Council approved the long term rental of a 2019 Komatsu HM400-5 Articulated Dump Truck from Linder Industrial Machinery of Greer, SC, with the option to purchase the truck and an additional warranty at the end of the rental term. The rental is set to expire in December 2022. Prior to this rental, Solid Waste had borrowed articulated a dump truck from the Rock Quarry when not in use or the Road Department has sent a crew with 2-3 standard dump trucks.

Staff obtained pricing on 2 additional pieces of used equipment and the price for a New Komatsu HM400.

- 2019 Komatsu HM400, 5,788 Hours, \$435,900.00, located in Carrollton, TX
- 2019 Komatsu HM400, 2,414 Hours, \$456,000.00, located in Savage, MN
- NEW Komatsu HM400 \$666,438.96

The purchase price of the equipment after reduction of all rental fees paid is \$150,000.00, add 2 year / 2000-hour power train warranty in the amount of \$15,400.00, and sales tax in the amount of \$9,924.00; for a grand total of \$175,324.00.

## SPECIAL CONSIDERATIONS OR CONCERNS:

County procedures for the purchase of used equipment have been followed. The Solid Waste Director, Swain Still, and the Procurement Director recommend purchase of the used 2019 Komatsu HM400-5 Articulated Dump Truck. The Vehicle Maintenance Director approves this purchase.

## ATTACHMENT(S):

1. Quote from Linder Industrial Machinery
2. Pictures of Used 2019 Komatsu HM400-5
3. Justification Memo from Solid Waste Director
4. Justification Memo from Procurement Director
5. Price Comparison Spreadsheet
6. MSG Leasing Quote Used Komatsu HM-400-05 Articulated Dump Truck
7. Road Machinery Quote Used Komatsu HM-400-5 Articulated Dump Truck
8. Quote for New Comparable Truck

*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.*

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council approve the purchase of the Used 2019 Komatsu Articulated Dump Truck from Linder Industrial Machinery of Greer, SC in the amount of \$175,324.00.

Submitted or Prepared by: \_\_\_\_\_  
Tronda Popham, Procurement Director

Approved for Submittal to Council: \_\_\_\_\_  
Amanda Brock, 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.*

**Configuration**

2019 HM400-5 with 3446 hrs

**Attachment**

As configured for current rental

**Options (Not Included in Pricing)****Warranty**

No Warranty

**Warranty Options (Not Included in Pricing)**

2YR/2,000HR Power Train Warranty thru EPG - \$15,400 (Warranty price subject to change with the ongoing price increases- Warranty quoted under the assumption the truck will have 3500hrs in Jan 2023 at time of purchase).

**Total Selling Price**

Machine Selling Price	\$316,500.00
Rental Paid (Less Interest Charges)	\$166,413.21
Additional Dealer Discount	\$ 86.79
Machine Subtotal	\$150,000.00
6% Oconee Sales Tax	\$ 9,000.00
<b>Total Purchase Price</b>	<b>\$159,000.00</b>

**If county purchases warranty:**

Subtotal of Machine	\$150,000.00
Extended Warranty	\$ 15,400.00
6% Oconee Sales Tax	\$ 9,924.00
<b>Total Purchase Price with Warranty</b>	<b>\$175,324.00</b>

Terms: Price is valid from Jan 1 – Jan 22, 2023 with the condition that Oconee County is current on Rental Payments and has made the Dec 22 Payment.

Quote is Valid for 30 days and is subject to change.





General Photo



11/15/2021 11:15 AM

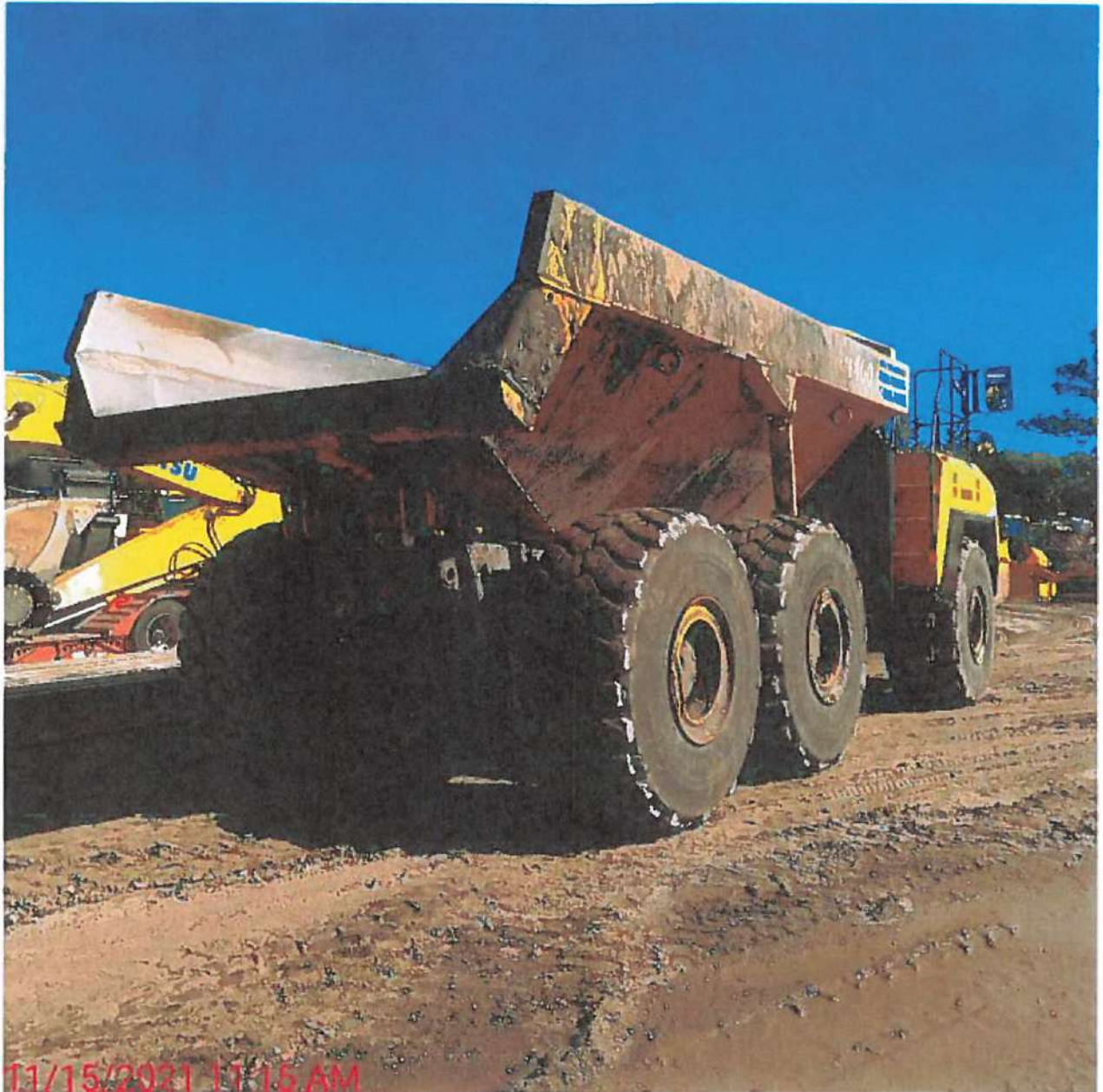
General Photo



General Photo



General Photo



General Photo



11/15/2021 11:14 AM

General Photo



General Photo



11/15/2021 11:14 AM

General Photo





**Oconee County  
Solid Waste &  
Recycling**

**Swain Still**  
Director

P.O. Box 1766  
Seneca, SC 29679

Phone: 864-888-1440  
Fax: 864-888-1444

E-mail:  
[ssstill@oconeesc.com](mailto:ssstill@oconeesc.com)



Date: November 17, 2022

To: Mrs. Tronda Popham, Procurement Director

From: Mr. Swain Still, Solid Waste & Recycling Director 

Subject: Justification for Purchasing Used Komatsu ADT

Oconee County Solid Waste was budgeted for the purchase of an Articulated Dump Truck (ADT) in the FY23 equipment replacement plan. The 2019 Komatsu HM400 has been on rent at the landfill since November 2021. Due to the soil stockpile being between a quarter to a half mile away from the active landfill cell, the landfill needs a large truck to quickly and efficiently move enough soil to cover the landfill each month.

The 2019 Komatsu HM400 ADT has low hours and has been very dependable. When it was originally rented, the purchase price was \$316,900. The brand new price in 2019 was \$540,000. The current purchase price after applying a portion of the rental price is \$159,000 before adding an extended warranty. A brand new 2023 HM400 is \$666,500. Comparable used 2019 HM400s are listed at \$435,000.

It is the recommendation of the Solid Waste Director to purchase the used 2019 Komatsu HM400 from Linder Industrial Machinery with an extended 2-year powertrain warranty.

**Oconee County  
Procurement Office**

Tronda C. Popham,  
CPPB  
Procurement Director

Oconee County Administrative  
Offices  
415 South Pine Street

Phone: 864.638.4141

Fax: 864.638.4142

Email:

tpopham@oconeesc.com

November 17, 2022

TO: Amanda F. Brock

FROM: Tronda C. Popham

TCP

SUBJECT: JUSTIFICATION FOR PURCHASE OF USED  
2019 KOMATSU HM400-5 ARTICULATED DUMP TRUCK

Per the attached justification letter, dated November 17, 2022, from Swain Still, Solid Waste Director, Solid Waste wishes to purchase a used 2019 Komatsu HM400-5 40-ton Articulated Dump Truck from Linder Industrial Machinery of Atlanta, GA.

This piece of equipment was rented by Oconee County Solid Waste in November 2021. On December 7, 2021, County Council approved the long term rental of this piece of equipment with the option to purchase at the end of the rental term less the amount paid in rent. This rental expires December 2022.

A new Komatsu HM400-5 articulated dump truck was quoted for \$666,438.96.

Per the documentation presented, which compares the pricing of the used 2019 Komatsu HM400-5 Articulated Dump Truck less the rental paid to date, cost of comparable articulated dump trucks, and the cost of this equipment if purchased new, I feel that we have followed all the necessary steps to recommend this as a Used Equipment purchase. I am recommending that we proceed with the purchase of the used 2019 Komatsu HM400-5 40 ton Articulated Dump Truck in the amount of \$175,324.00, from Linder Industrial Machinery, of Atlanta, GA.



## Pricing Spreadsheet

Vendors	Linder Machinery	MSG Leasing	Road Machinery & Supplies Co.
Brand Name	Komatsu	Komatsu	Komatsu
Location	Atlanta, GA	Carrollton, TX	Savage, MN
Year and Model	2019 HM400-5	2019 HM400-5	2019 HM400-5
Current Hours	3,446	5,788	2,414
<b>TOTAL PRICE</b>	\$150,000.00	\$435,900.00	\$456,000.00

Linder Industrial Machinery Pricing Breakdown	
Sell Price of Equipment	\$316,500.00
Rental Paid (Less Interest Charges)	-\$166,413.21
Additional Dealer Discount	-\$86.79
Extended Warranty	\$15,400.00
<b>Machine Subtotal with Power Train Warranty</b>	<b>\$165,400.00</b>
6% Sales Tax	\$9,924.00
<b>Grand Total</b>	<b>\$175,324.00</b>

## 2019 KOMATSU HM400-5



USD **\$435,900**

### Seller Information

#### MSG Leasing

Contact: Ryan Sartena

Phone: (214) 301-7773

Carrollton, Texas 75006

(214) 301-7773



[Hide Thumbnails](#)

### Specifications

<b>Year</b>	2019	<b>Manufacturer</b>	KOMATSU
<b>Model</b>	HM400-5	<b>Hours</b>	5,788
<b>Condition</b>	Used	<b>Stock Number</b>	AT1258
<b>Operating Condition</b>	Operable	<b>Equipment Type</b>	Dump and Chassis
<b>Articulating</b>	Yes	<b>ROPS</b>	Enclosed
<b>A/C</b>	Yes	<b>A/C Condition</b>	Good
<b>Heater</b>	Yes		

[Show As Paragraph](#)

## 2019 KOMATSU HM400-5



USD **\$456,000**

### Seller Information

**Road Machinery & Supplies Co**  
- Headquarters

**Contact:** Scott Kropiwka

**Phone:** (952) 687-4800

Savage, Minnesota 55378

[Visit Our Website](#)

(952) 687-4800

**WhatsApp**



[Hide Thumbnails](#)

### Description

2019 Komatsu HM400-5 Haul Truck 466HP Komatsu Tier 4 Final diesel engine 44.1 US Ton Payload 31.4 CY Capacity Body with Exhaust Heat Duct

### Specifications

<b>Year</b>	2019	<b>Manufacturer</b>	KOMATSU
<b>Model</b>	HM400-5	<b>Hours</b>	2,414
<b>Serial Number</b>	11085	<b>Condition</b>	New
<b>Stock Number</b>	045957	<b>Capacity</b>	44.1 ton
<b>Heaped Capacity</b>	31.4 cu yd	<b>Fuel Capacity</b>	138 gal
<b>Equipment Type</b>	Dump and Chassis	<b>ROPS</b>	Enclosed

**A/C**

Yes

**A/C Condition**

Excellent

**Horsepower**

466 HP

**Engine Manufacturer** KOMATSU

**Engine Tier**

USA Tier 4 Final

[Show As Paragraph](#)

## Configuration

New 2023 HM400-5 KOMATSU ARTICULATED DUMP TRUCK  
RIMS (6) 25.00-25  
29.5R25, XADN PLUS, E3, MICHELIN  
BODY, 31.4 CUBIC YARDS (24 CUBIC METERS)  
Komatsu Care - 3yrs or 2,000hrs - Value \$17064.00 - Cost \$0.00

## Attachment

No -Tailgate

## Options (Not Included in Pricing)

## Warranty

### Warranty Options (Not Included in Pricing)

5YR/8,000 HR Full Machine Warranty - \$31,000  
8,000HR On Job PM Service – \$47,000

### Total Selling Price

Machine Selling Price	\$628,716.00
6% Oconee Sales Tax	\$37,72.96
Less Trade In:	<u>\$ 0.00</u>
<b>Net Selling Price</b>	<b>\$666,438.96</b>

Months

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 6, 2022

## ITEM TITLE:

**Title: Body Cameras**

**Department: Sheriff's Office**

**Amount: \$667,164.85**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process.

Budget: \$667,167.85 Project Cost: \$667,167.85 **Balance: \$0.00**

Finance Approval: \_\_\_\_\_

## BACKGROUND DESCRIPTION:

The Sheriff's Office first implemented body-worn cameras in 2013 and currently have 40 cameras. In 2018, the County entered a five-year agreement with Axon Enterprises (formerly Taser International) for camera units, including mounting hardware, docks and associated software and storage of camera footage. The County is now in the fifth (final) year of this agreement and request Council approval to enter into a new five-year agreement. Since the implementation of these cameras, the number of Class 1 officers has increased. This new agreement will replace all existing units with new ones and add seventy (70) more camera units. This will allow the Sheriff to equip more Class 1 officers (uniformed and plain clothes) with these cameras for greater accountability and transparency.

## SPECIAL CONSIDERATIONS OR CONCERNS:

The Sheriff's Office has been awarded a cash award in the amount of \$190,371.26 from the South Carolina Department of Public Safety Office of Highway Safety and Justice Programs - Body-Worn Camera Fund; which will fully fund Year 1 of a new agreement with Axon for these cameras. The Sheriff's Office Staff will request reimbursement each remaining year of the contract from the State's body-worn camera fund. Axon Enterprises is a sole source for all Taser products.

Payment schedule as follows:

Dec 2022 – \$190,222.55

Dec 2023 – \$119,235.57

Dec 2024 – \$119,235.57

Dec 2025 – \$119,235.57

Dec 2026 – \$119,235.59

Total \$667,164.85

## ATTACHMENT(S):

1. Quote from Axon Enterprises
2. Sole Source Letter
3. South Carolina Department of Public Safety Office of Highway Safety and Justice Programs - Body-Worn Camera Fund Award Letter

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. 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 \$667,164.93.
2. Authorize the County Administrator to execute the Payment Plan Agreement in substantially the same form as attached hereto (or with such material changes as benefit the County, upon advice of the County Attorney), along with such other documents necessary to make this purchase.

Submitted or Prepared By: \_\_\_\_\_ Approved for Submittal to Council: \_\_\_\_\_

**Tronda C. Popham, Procurement Director**

**Amanda F. Brock, 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  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-391395-44886.785DG

Issued: 11/21/2022

Quote Expiration: 12/07/2022

Estimated Contract Start Date: 01/01/2023

Account Number: 108550

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
300 S Church St 300 S Church St Walhalla, SC 29691-2126 USA	Oconee County Sheriff's Office - SC 415 S Pine St Walhalla, SC 29691-2145 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
David Gollobit Phone: +1 6023212774 Email: dgollobit@axon.com Fax:	Jeff Underwood Phone: (864) 710-8222 Email: junderwood@oconeelaw.com Fax:

### Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$637,159.12</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$667,164.85</b>

### Discount Summary

Average Savings Per Year	\$32,564.98
<b>TOTAL SAVINGS</b>	<b>\$162,824.88</b>

### Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	\$181,006.90	\$9,215.65	\$190,222.55
Dec 2023	\$114,038.05	\$5,197.52	\$119,235.57
Dec 2024	\$114,038.05	\$5,197.52	\$119,235.57
Dec 2025	\$114,038.05	\$5,197.52	\$119,235.57
Dec 2026	\$114,038.07	\$5,197.52	\$119,235.59
<b>Total</b>	<b>\$637,159.12</b>	<b>\$30,005.73</b>	<b>\$667,164.85</b>

Quote List Price:  
Quote Subtotal:

\$799,984.00  
\$637,159.12

## Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
<b>Flex 2 Camera Bundle</b>								
11528	FLEX 2 CAMERA, (ONLINE)		45	\$470.00	\$290.55	\$13,074.75	\$784.48	\$13,859.23
11528	FLEX 2 CAMERA, (ONLINE)		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11532	FLEX 2 CONTROLLER		45	\$262.00	\$262.00	\$11,790.00	\$707.40	\$12,497.40
11545	COLLAR MOUNT, FLEX 2		50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2		45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Flex 2 Multi-Bay Dock Bundle</b>								
11537	DOCK, FLEX 2, 6-BAY + CORE		8	\$1,563.00	\$1,563.00	\$12,504.00	\$750.24	\$13,254.24
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>AB3 Camera Bundle</b>								
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		65	\$699.00	\$290.54	\$18,885.10	\$1,133.11	\$20,018.21
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK		72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>AB3 Multi Bay Dock Bundle</b>								
74210	AXON BODY 3 - 8 BAY DOCK		10	\$1,495.00	\$1,071.50	\$10,715.00	\$642.90	\$11,357.90
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>BWC Unlimited with TAP</b>								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	110	\$2,340.00	\$1,868.34	\$205,517.40	\$12,331.05	\$217,848.45
80464	EXT WARRANTY, CAMERA (TAP)	49m	110	\$343.00	\$296.80	\$32,648.00	\$1,958.90	\$34,606.90
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	49m	14	\$612.50	\$529.95	\$7,419.30	\$445.15	\$7,864.45
73689	MULTI-BAY BWC DOCK 1ST REFRESH		14	\$1,585.00	\$1,371.49	\$19,200.86	\$1,152.05	\$20,352.91
73309	AXON CAMERA REFRESH ONE		113	\$741.00	\$641.18	\$72,453.34	\$4,347.20	\$76,800.54
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60m	110	\$1,440.00	\$1,246.03	\$137,063.30	\$0.00	\$137,063.30
80464	EXT WARRANTY, CAMERA (TAP)	49m	3	\$343.00	\$296.80	\$890.40	\$53.40	\$943.80
73310	AXON CAMERA REFRESH TWO		113	\$768.00	\$664.55	\$75,094.15	\$4,505.65	\$79,599.80
73688	MULTI-BAY BWC DOCK 2ND REFRESH		14	\$1,643.00	\$1,421.68	\$19,903.52	\$1,194.20	\$21,097.72
<b>Body Worn Camera Multi-Bay Dock TAP Bundle</b>								
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	48m	4	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		4	\$1,585.00	\$0.00	\$0.00	\$0.00	\$0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		4	\$1,643.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$637,159.12</b>	<b>\$30,005.73</b>	<b>\$667,164.85</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	72	12/15/2022
AB3 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	72	12/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	65	12/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	12/15/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	12/15/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	10	12/15/2022
Flex 2 Camera Bundle	11528	FLEX 2 CAMERA, (ONLINE)	45	12/15/2022
Flex 2 Camera Bundle	11528	FLEX 2 CAMERA, (ONLINE)	1	12/15/2022
Flex 2 Camera Bundle	11532	FLEX 2 CONTROLLER	45	12/15/2022
Flex 2 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	50	12/15/2022
Flex 2 Camera Bundle	11545	COLLAR MOUNT, FLEX 2	50	12/15/2022
Flex 2 Camera Bundle	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	45	12/15/2022
Flex 2 Multi-Bay Dock Bundle	11537	DOCK, FLEX 2, 6-BAY + CORE	8	12/15/2022
Flex 2 Multi-Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	8	12/15/2022
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	113	06/15/2025
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	14	06/15/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	07/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	01/01/2028
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	113	12/15/2028
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	14	12/15/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	110	01/01/2023	12/31/2027
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	110	01/01/2023	12/31/2027

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	110	12/15/2023	12/31/2027
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	3	12/15/2023	12/31/2027
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	14	12/15/2023	12/31/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	01/01/2024	12/31/2027

## Payment Details

Dec 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
1	73309	AXON CAMERA REFRESH ONE	113	\$14,490.67	\$869.44	\$15,360.11
1	73310	AXON CAMERA REFRESH TWO	113	\$15,018.83	\$901.13	\$15,919.96
1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	110	\$27,412.66	\$0.00	\$27,412.66
1	73688	MULTI-BAY BWC DOCK 2ND REFRESH	14	\$3,980.70	\$238.84	\$4,219.54
1	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	\$0.00	\$0.00	\$0.00
1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	14	\$3,840.17	\$230.41	\$4,070.58
1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	\$0.00	\$0.00	\$0.00
1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	110	\$41,103.48	\$2,466.21	\$43,569.69
1	80464	EXT WARRANTY, CAMERA (TAP)	110	\$6,529.60	\$391.78	\$6,921.38
1	80464	EXT WARRANTY, CAMERA (TAP)	3	\$178.08	\$10.68	\$188.76
1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	14	\$1,483.86	\$89.03	\$1,572.89
1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	\$0.00	\$0.00	\$0.00
HW Y1	11528	FLEX 2 CAMERA, (ONLINE)	45	\$13,074.75	\$784.48	\$13,859.23
HW Y1	11528	FLEX 2 CAMERA, (ONLINE)	1	\$0.00	\$0.00	\$0.00
HW Y1	11532	FLEX 2 CONTROLLER	45	\$11,790.00	\$707.40	\$12,497.40
HW Y1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	50	\$0.00	\$0.00	\$0.00
HW Y1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	72	\$0.00	\$0.00	\$0.00
HW Y1	11537	DOCK, FLEX 2, 6-BAY + CORE	8	\$12,504.00	\$750.24	\$13,254.24
HW Y1	11545	COLLAR MOUNT, FLEX 2	50	\$0.00	\$0.00	\$0.00
HW Y1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	8	\$0.00	\$0.00	\$0.00
HW Y1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	\$0.00	\$0.00	\$0.00
HW Y1	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	72	\$0.00	\$0.00	\$0.00
HW Y1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	65	\$18,885.10	\$1,133.11	\$20,018.21
HW Y1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	\$0.00	\$0.00	\$0.00
HW Y1	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	45	\$0.00	\$0.00	\$0.00
HW Y1	74210	AXON BODY 3 - 8 BAY DOCK	10	\$10,715.00	\$642.90	\$11,357.90
<b>Total</b>				<b>\$181,006.90</b>	<b>\$9,215.65</b>	<b>\$190,222.55</b>

Dec 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
2	73309	AXON CAMERA REFRESH ONE	113	\$14,490.67	\$869.44	\$15,360.11
2	73310	AXON CAMERA REFRESH TWO	113	\$15,018.83	\$901.13	\$15,919.96
2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	110	\$27,412.66	\$0.00	\$27,412.66
2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	14	\$3,980.70	\$238.84	\$4,219.54
2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	\$0.00	\$0.00	\$0.00
2	73689	MULTI-BAY BWC DOCK 1ST REFRESH	14	\$3,840.17	\$230.41	\$4,070.58
2	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	\$0.00	\$0.00	\$0.00
2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	110	\$41,103.48	\$2,466.21	\$43,569.69
2	80464	EXT WARRANTY, CAMERA (TAP)	110	\$6,529.60	\$391.78	\$6,921.38
2	80464	EXT WARRANTY, CAMERA (TAP)	3	\$178.08	\$10.68	\$188.76
2	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	14	\$1,483.86	\$89.03	\$1,572.89
2	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	\$0.00	\$0.00	\$0.00

<b>Dec 2023</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
<b>Total</b>				<b>\$114,038.05</b>	<b>\$5,197.52</b>	<b>\$119,235.57</b>

<b>Dec 2024</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
3	73309	AXON CAMERA REFRESH ONE	113	\$14,490.67	\$869.44	\$15,360.11
3	73310	AXON CAMERA REFRESH TWO	113	\$15,018.83	\$901.13	\$15,919.96
3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	110	\$27,412.66	\$0.00	\$27,412.66
3	73688	MULTI-BAY BWC DOCK 2ND REFRESH	14	\$3,980.70	\$238.84	\$4,219.54
3	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	\$0.00	\$0.00	\$0.00
3	73689	MULTI-BAY BWC DOCK 1ST REFRESH	14	\$3,840.17	\$230.41	\$4,070.58
3	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	\$0.00	\$0.00	\$0.00
3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	110	\$41,103.48	\$2,466.21	\$43,569.69
3	80464	EXT WARRANTY, CAMERA (TAP)	110	\$6,529.60	\$391.78	\$6,921.38
3	80464	EXT WARRANTY, CAMERA (TAP)	3	\$178.08	\$10.68	\$188.76
3	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	14	\$1,483.86	\$89.03	\$1,572.89
3	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$114,038.05</b>	<b>\$5,197.52</b>	<b>\$119,235.57</b>

<b>Dec 2025</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
4	73309	AXON CAMERA REFRESH ONE	113	\$14,490.67	\$869.44	\$15,360.11
4	73310	AXON CAMERA REFRESH TWO	113	\$15,018.83	\$901.13	\$15,919.96
4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	110	\$27,412.66	\$0.00	\$27,412.66
4	73688	MULTI-BAY BWC DOCK 2ND REFRESH	14	\$3,980.70	\$238.84	\$4,219.54
4	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	\$0.00	\$0.00	\$0.00
4	73689	MULTI-BAY BWC DOCK 1ST REFRESH	14	\$3,840.17	\$230.41	\$4,070.58
4	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	\$0.00	\$0.00	\$0.00
4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	110	\$41,103.48	\$2,466.21	\$43,569.69
4	80464	EXT WARRANTY, CAMERA (TAP)	110	\$6,529.60	\$391.78	\$6,921.38
4	80464	EXT WARRANTY, CAMERA (TAP)	3	\$178.08	\$10.68	\$188.76
4	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	14	\$1,483.86	\$89.03	\$1,572.89
4	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$114,038.05</b>	<b>\$5,197.52</b>	<b>\$119,235.57</b>

<b>Dec 2026</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
5	73309	AXON CAMERA REFRESH ONE	113	\$14,490.66	\$869.44	\$15,360.10
5	73310	AXON CAMERA REFRESH TWO	113	\$15,018.83	\$901.13	\$15,919.96
5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	110	\$27,412.66	\$0.00	\$27,412.66
5	73688	MULTI-BAY BWC DOCK 2ND REFRESH	14	\$3,980.72	\$238.84	\$4,219.56
5	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	\$0.00	\$0.00	\$0.00
5	73689	MULTI-BAY BWC DOCK 1ST REFRESH	14	\$3,840.18	\$230.41	\$4,070.59
5	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	\$0.00	\$0.00	\$0.00
5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	110	\$41,103.48	\$2,466.21	\$43,569.69
5	80464	EXT WARRANTY, CAMERA (TAP)	110	\$6,529.60	\$391.78	\$6,921.38

**Dec 2026**

<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
5	80464	EXT WARRANTY, CAMERA (TAP)	3	\$178.08	\$10.68	\$188.76
5	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	14	\$1,483.86	\$89.03	\$1,572.89
5	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$114,038.07</b>	<b>\$5,197.52</b>	<b>\$119,235.59</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

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](http://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. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

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.

## Exceptions to Standard Terms and Conditions

Agency has existing contract #00019038 & 00019039 (originated via Q-168810) and is terminating that contract upon the new license start date (1/15/2023) of this quote. The parties agree that Axon is granting a refund of \$17,209.64 to refund paid, but undelivered services. This discount is based on a ship date range of 12/15/2022-12/31/2022, resulting in a 1/15/2023 license date. Any change in this 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.

---

Signature

---

Date Signed

11/21/2022







17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

**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 Solutions<sup>1</sup>**

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

---

<sup>1</sup> 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.



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

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



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

- 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-I-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



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

- **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



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

- 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



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

- 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 style="text-align: center;"><b>Axon Enterprise, Inc.</b>  <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b>  <b>Phone: 480-905-2000 or 800-978-2737</b>  <b>Fax: 480-991-0791</b></p>	<p style="text-align: center;"><b>Axon Enterprise, Inc.</b>  <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b>  <b>Phone: 480-905-2000 or 800-978-2737</b>  <b>Fax: 480-991-0791</b></p>

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



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

—  
AXON.COM

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, Shoei is a trademark of Shoei 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](http://www.axon.com/legal). All rights reserved. © 2018 Axon Enterprise, Inc.

**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Oconee County 2022 Meetings

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/08/2022 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/08/2022



Jessica Wells  
Notary Public  
State of South Carolina  
My Commission Expires November 13, 2030



Jessica Lee Wells  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
November 13, 2030



### ROOM FOR RENT

to Clemson Univ. student.  
14 miles (20) minutes from campus, this semester. WIFI, fridge, microwave, washer, dryer, den, Dish TV, downstairs. I'm retired, I live upstairs, my greatroom and BR, and kitchen are there. I only come downstairs to wash cloths. Fully furnished. Very nice safe neighborhood. No lease required. Prefer female or grad student.  
**\$600 bucks.**  
**864-710-1704.**

### REAL ESTATE SALES

#### HOUSES

#### PUBLISHERS NOTICE

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

### ANNOUNCEMENTS

#### ANNOUNCEMENTS

#### BATHROOM RENOVATIONS

Easy, One Day Updates!

*We specialize in fast bathing. Grab bars, no slip flooring & seated showers.*  
Call for a free in-home consultation:  
**844-524-2197**

**DENTAL INSURANCE** from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance- NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details!  
1-855-397-7030  
[www.dental50plus.com/60](http://www.dental50plus.com/60)  
#6258

#### DONATE YOUR CAR TO KIDS.

*Your donation helps fund the search for missing children.*  
Accepting Trucks, Motorcycles & RV's, too! Fast Free Pickup - Running or Not - 24 Hour Response - No Title Tax Donation - **Call (888) 515-3810**

**Classifieds  
Work**

complex in the Seneca area. If you are looking for a great place to live, Springbrook is the place! We would love to show you around. Credit and background check required. Units designed for persons with disabilities subject to availability. Rental assistance available. Come visit us at **115 Dalton Rd. or call (864) 882-5932 or TDD# (800) 735-2905** for more info. Equal Housing Opportunity. Managed by Partnership Property Management, an equal opportunity provider and employer.  
**Apply TODAY!**

### WESTMINSTER EAST APTS:

**NOW AVAILABLE!!** Large 1BR & 2BR energy-efficient apartment homes, cable-ready, water included in rent. Credit and background check required. Section 8 welcome. Units designed for persons with disabilities and/or rental assistance subject to availability. Located at **100 Sunshine Circle in Westminster.**  
Call **(864) 647-6093** or **TDD#: (800)735-2905** for more info. Equal Housing Opportunity. Managed by Partnership Property Management, an equal opportunity provider and employer.  
**Apply TODAY!**

### SALES & SERVICES

#### AUCTIONS

**ADVERTISE YOUR AUCTION...**  
in 99 S.C. newspapers for only \$375. Your 25-word classified will reach more than 2.1 million readers.

Call **Randall Savelly** at the S.C. Newspaper Network. 1-800-421-1014

### REAL ESTATE SALES

#### BUSINESS PROPERTY

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

preference, limitations or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

- 16. October 17, 2022
- 17. November 7, 2022
- 18. November 21, 2022
- 19. December 5, 2022
- 20. December 19, 2022
- 21. January 16, 2023

The Oconee County Council will meet in 2022 at 6 p.m. on the first and third Tuesday of each month with the following exceptions:  
July & August meetings, which will be only on the third Tuesday of each of these months;  
December meeting, which will be only the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 18, 2022 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 3, 2023 in Council Chambers at which point they will establish their 2023 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 18, 2022 in Council Chambers.

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

Oconee County Council Committees will meet in 2022 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 15, April 5, July 19, & September 20, 2022.

The Transportation Committee at 4:30 p.m. on the following dates: February 15, April 19 [4:00 p.m.], July 19, & September 20, 2022.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 18 [Strategic Planning Retreat] & March 18 [Budget Workshop] and 4:30 p.m. on the following dates: March 1, April 19, & May 3, 2022.

### U-STOR-IT Mini Warehouse

Inside • Outside • No Cameras  
Fenced • Not Gated • Lighted  
Old Clemson Hwy.  
**654-1000**

# Oconee County Council

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

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

E-mail:  
[jennifercadams@oconeesc.com](mailto:jennifercadams@oconeesc.com)

John Elliott  
Chairman  
District I

Matthew Durham  
District II

Paul A. Cain  
Vice Chairman  
District III

Julian Davis, III  
Chairman Pro Tem  
District IV

J. Glenn Hart  
District V



The Oconee County Council will meet in 2022 at 6 p.m., on the first and third Tuesday of each month with the following exceptions:

- July & August meetings, which will be **only** on the third Tuesday of each of these months;
- December meeting, which will be **only** the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 18, 2022 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 3, 2023 in Council Chambers at which point they will establish their 2023 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 18, 2022 in Council Chambers.

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

Oconee County Council Committees will meet in 2022 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 15, April 5, July 19, & September 20, 2022.

The Transportation Committee at 4:30 p.m. on the following dates: February 15, April 19 [4:00 p.m.], July 19, & September 20, 2022.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 18 [Strategic Planning Retreat] & March 18 [Budget Workshop] and 4:30 p.m. on the following dates: March 1, April 19, & May 3, 2022.

## OCONEE CODE OF ORDINANCES

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

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

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

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

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

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

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2022-32**

---

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”) AND [PROJECT GREENPAW], WITH RESPECT TO CERTAIN PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS TO REIMBURSE [PROJECT GREENPAW] FOR CERTAIN INFRASTRUCTURE COSTS INCURRED; AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE PLACEMENT OF CERTAIN PROPERTY WITHIN THE BOUNDARIES OF A MULTICOUNTY INDUSTRIAL OR BUSINESS PARK OR THE CREATION OF A NEW MULTICOUNTY INDUSTRIAL OR BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.**

WHEREAS, Oconee County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(d) of the Constitution of South Carolina and Sections 4-1-170, 4-1-175, and 4-29-68(A)(2) of the Code of Laws of South Carolina of 1976, as amended (collectively, the “MCIP Act”), to enter into an agreement for the development of a joint county industrial or business park with another South Carolina county or counties contiguous to the County, and is authorized to thereafter develop the industrial or business park described in such an agreement;

WHEREAS, the County, acting through the County Council, is authorized by the MCIP Act to establish a Park and expand or reduce its boundaries; upon expansion of a Park’s boundaries to include new property, and, to the extent provided by the MCIP Act, such property becomes exempt from *ad valorem* property tax liability and instead becomes subject to a fee in lieu of tax payment (“FILOT Payment”) liability in an amount equivalent to the *ad valorem* property taxes that would have been due and payable except to the extent of the exemption provided by the MCIP Act;

WHEREAS, the County, acting through the County Council, is authorized by Section 4-1-175 of the MCIP Act to permit investors in such property to claim a special source revenue credit against the FILOT Payment revenues the Company would otherwise pay to the County for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding qualifying infrastructure, land, improvements to real property, and personal property as defined in Section 4-29-68(A)(2) of the MCIP Act (“Public Infrastructure Reimbursements”);

WHEREAS, based upon representations made by the Company (defined below) to the County, the County intends to provide certain benefits in the nature of Public Infrastructure Reimbursements to [PROJECT GREENPAW], a [STATE] [ENTITY] (the “Company”) to induce the Company to establish a commercial and business facility, which shall consist generally of multifamily residential apartments and town homes, located within the County, which would consist of the acquisition, purchase, construction, and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the “Project”). The Project is expected to involve an investment in the County of at least \$140,000,000 in otherwise taxable property, as measured by the fair market value of the investments as if such investments were not exempt from *ad valorem* property taxation pursuant to the Act, and thus make use of and employ manpower and other resources of the State;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement for the Development of a Joint County Industrial Park (Project []) by and between the County and Pickens County (“Park”), the substantially final form of which is attached as Exhibit C (the “MCIP Agreement”), pursuant to which certain real property consisting of approximately [] acres located on or about [address/tms number], as further described on the attached Exhibit A (the “Project Site”) shall be located in a Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council;

WHEREAS, based upon the information supplied by the Company, the County has determined that the Project would benefit the general public welfare of the County by maintaining service, employment, recreation, or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the maintenance of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, after due consideration, based upon the information provided by the Company, the County has determined that entering into a Public Infrastructure Reimbursement Agreement with the Company will further the purposes and objectives of the MCIP Act.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

**Section 1. Findings.** Based solely on information provided by the Company, the County Council makes the following findings:

(a) By maintaining improved or expanded commercial capabilities for the Company and improvements to the sewer system other infrastructure in the area in which the Project is to be located, the Project will subserve the purposes of the MCIP Act by promoting economic development in the County and in the State of South Carolina and are proper governmental and public purposes;

(b) Inasmuch as the Project, upon completion, will maintain employment within the County and will enhance the productivity and general economic viability of the Company, the Project is anticipated to benefit the general public welfare of the County by maintaining employment, increased tax base, and other public benefits;

(c) The Project will constitute a “project” as that term is described in the MCIP Act, and the County’s actions herein will subserve the purposes, and conform to the provisions and requirements, of the MCIP Act, provided, however, the County makes no finding regarding any tax implications relating to or arising out of the MCIP Act and/or the Project;

(d) The Project will not give rise to a pecuniary liability of the County or any charge against its general credit or taxing power; and

(e) The benefits of the Project will be greater than the costs.

**Section 2. Multi-County Park.** The County intends to use its commercially reasonable efforts to designate the Project and the Project Site as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Project Site within the boundaries of the Park or an alternate multi-county industrial or business park pursuant to the provisions of the Act. Sharing of expenses and revenues of the County and Pickens County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

**Section 3. Authorization of an Approval of Form of PIRA, and MCIP Agreement.** To promote

industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate the Project in the State, the PIRA, and the MCIP Agreement are each authorized and approved. The form of the PIRA, and the MCIP Agreement presented at this meeting, respectively, as attached as Exhibit B, and Exhibit C, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the PIRA, and the MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the PIRA, and the MCIP Agreement in the name of and on behalf of the County, and to cause the executed PIRA to be delivered to the Company and the executed MCIP Agreement to be delivered to Pickens County. The PIRA, and the MCIP Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the PIRA, and the MCIP Agreement now before this meeting.

**Section 4. *Authorization for County Officials to Act.*** The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing and to execute, deliver, and receive each other document, which is reasonably necessary and prudent to effect the execution and delivery of the PIRA, and the MCIP Agreement and the performance of all obligations of the County under and pursuant to this Ordinance, the PIRA, and the MCIP Agreement.

**Section 5. *General Repealer.*** Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

**Section 6. *Severability.*** The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

**Section 7. *Effective Date.*** This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND 3 EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: December [], 2022

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
John Elliot, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Jennifer C. Adams, Clerk to Council  
Oconee County Council

First Reading: December 6, 2022  
Second Reading: December [], 2022  
Public Hearing: December [], 2022  
Third Reading: December [], 2022

**EXHIBIT A**  
**DESCRIPTION OF PROJECT SITE**  
[LEGAL DESCRIPTION TO BE UPDATED PRIOR TO ENACTMENT]



**EXHIBIT B**  
**FORM OF**  
**PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT**

**EXHIBIT C**  
**FORM OF MCIP AGREEMENT**

STATE OF SOUTH CAROLINA     )  
COUNTY OF OCONEE            )

I, the undersigned Clerk to Oconee County Council, State and County aforesaid, do hereby certify as follows:

1. The foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted upon third reading by the Oconee County Council at a duly called meeting on [], 2022.
2. The reading schedule shown on the attached Ordinance is true and correct; all three readings were accomplished at duly called meetings of the County Council; and the public hearing with respect thereto was conducted.
3. The original of the attached Ordinance is duly entered in the permanent records of minutes of meetings of the Oconee County Council which are in my custody as Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Oconee County on this [] day of [], 2022.

[SEAL]

By: \_\_\_\_\_  
Jennifer C. Adams, Clerk to County Council  
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2022-19**

**PROVIDING PRELIMINARY APPROVAL PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, FOR THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT PREPOLY, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES, AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; AND OTHER RELATED MATTERS.**

WHEREAS, Oconee County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof ("Code"), particularly Title 12, Chapter 44 thereof ("Negotiated FILOT Act") and Title 4, Chapter 1 of the Code ("Multi-County Park Act" or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, "Special Source Act," collectively with Negotiated FILOT Act, "Act"), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with investors to establish projects through which the economic development of the State of South Carolina ("State") will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with those investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments including, but not limited to, negotiated FILOT ("Negotiated FILOT") payments; and (iii) to create or expand, in conjunction with one or more other counties, a multi-county industrial or business park ("MCIP");

WHEREAS, the Company, identified for the time being as Project Prepoly, proposes to invest in, or cause others to invest in, the establishment of a manufacturing facility in the County ("Project"), which the Company expects will result in the investment of no less than \$15,300,000 in taxable property;

WHEREAS, based solely on the information supplied to it by the Company, the County has determined the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the employment and investment associated therewith, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering the FILOT, and maintain the designation of the Project site as an MCIP; and

WHEREAS, in connection with offering incentives, the County desires to enter into a Fee-in-Lieu of Ad Valorem Taxes Agreement ("Fee Agreement").

NOW, THEREFORE, BE IT RESOLVED by the Council, as follows:

As contemplated by Section 12-44-40(I) of the Code, based solely on information provided to the County by the Company, the County makes the following findings and determinations: (a) the Project will constitute a "project" within the meaning of the Negotiated FILOT Act; (b) the Project, and the County's actions herein, will subserve the purposes of the Negotiated FILOT Act; (c) the Project is anticipated to

benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (d) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (e) the purposes to be accomplished by the Project are proper governmental and public purposes; (f) the benefits of the Project are greater than the costs; and (g) the Project will have a substantial public benefit.

Subject to the provisions of the Act and to the discretionary final approval by the Council through adoption of an ordinance (“Approving Ordinance”), the County Council Chair and other officials of the County as may be designated by the Approving Ordinance intend to enter a Fee Agreement with the Company containing the terms and conditions summarized in the proposed term sheet appended hereto as Attachment A, which is incorporated in this Resolution by reference as if fully set forth in this Resolution, and other terms and conditions as may be authorized by the Approving Ordinance. Each capitalized term used, but not defined, in Attachment A has the meaning ascribed to that term in this Resolution.

All orders, resolutions, and parts thereof in conflict herewith are to the extent of that conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

[SIGNATURE PAGE AND ONE ATTACHMENT FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Approved and adopted: December 6, 2022

OCONEE COUNTY, SOUTH CAROLINA

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

John Elliot, Chairman  
Oconee County Council

[SEAL]

ATTEST:

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

Jennifer C. Adams, Clerk to Council  
Oconee County Council

ATTACHMENT A  
PRELIMINARY TERM SHEET\*  
FEE IN LIEU OF TAX AGREEMENT  
BY AND BETWEEN  
OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME  
BEING AS PROJECT PREPOLY AND ONE OR MORE AFFILIATES  
OR OTHER PROJECT SPONSORS

Company Commitments:	\$15,300,000 minimum, aggregate, taxable investment
Basic FILOT Terms:	6% assessment ratio; fixed millage rate of 0.2179; 5-year investment period; 30-year payment period for each annual increment of investment during investment period; real property not subject to reassessment
Multi-County Park:	All property of Company in County to be designated as part of a multi-county industrial or business park
SSRC (years/credit):	20% for first five FILOT Payments subject to floor based on prior entity's FILOT payment stream on depreciated assets
Clawback:	Repayment of previously claimed SSRC and reduction of future, if any, SSRC, based on pro rata compliance between commitment and actual taxable investment, repayable to County in 15 days after close of investment period

\*TERMS SET FORTH IN THIS ATTACHMENT ARE SUMMARY IN NATURE AND SHALL BE SET FORTH IN GREATER DETAIL, INCLUDING ANY CLAWBACKS, IN THE FINAL FEE IN LIEU OF TAX AGREEMENT.

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2022-33**

---

**AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT PREPOLY, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, “COMPANY”); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; CREATING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AND OTHER RELATED MATTERS.**

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act”) (collectively, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with those investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, and granting certain special source revenue credits (“SSRCs”) (a) to pay costs of designing, acquiring, constructing, improving or expanding infrastructure serving a project or the County, and (b) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (“Infrastructure”); and (iii) to create or expand, in conjunction with one or more other counties, a multi-county industrial or business park to allow such special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, the County has previously entered into a multi-county industrial or business park agreement with Pickens County, entitled the “Agreement for Development for Joint County Industrial/Business Park (ACI Plastics South, LLC),” dated November 17, 2014, a copy of which is attached to this Ordinance as Exhibit C (“MCIP Agreement”), and upon information and belief, the MCIP Agreement encompasses the real property on which the Project (as defined below) is located, and which is described on Exhibit A to this Ordinance (“Project Site”);

WHEREAS, the County, acting by and through its Council, is further authorized and empowered under and pursuant to the provisions of the Multi-County Park Act to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the Multi-County Park Act and to create, in conjunction with one or more other counties, a multi-county park to afford certain enhanced tax credits to those investors;

WHEREAS, a company identified for the time being as Project Prepoly, acting for itself, one or more current or future affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or



cause others to invest in, the establishment or expansion of a manufacturing facility in the County (“Project”), which the Company has informed the County will result in the investment of no less than \$15,300,000 in taxable property;

WHEREAS, the Company has identified the Project Site in the County as an appropriate site for the Project, subject to satisfactory due diligence investigations;

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on December 6, 2022, the County identified the Project as a “project” as provided in the Act and gave preliminary approval to certain incentives;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement, attached as Exhibit B, by and between the County and the Company (“Fee Agreement”), which provides for (i) fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the investment period as provided according to the Act; and (ii) with up to a SSRC of 20% (subject to a minimum payment as described in the Fee Agreement) with a term of 5 years with respect to the Negotiated FILOT payments; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

**Section 1. Statutory Findings.** Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

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

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(g) The anticipated benefits of the Project to the public will be greater than the costs.

**Section 2. Multi-County Park.** The County intends to use its commercially reasonable efforts to ensure the Project and the Project Site remain subject to the MCIP Agreement and designated as multi-county industrial or business park property, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Project Site within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the Fee Agreement, any additional job tax credits afforded by the laws

of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the SSRCs set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and Pickens County are set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

**Section 4. *Authorization and Approval of Form of Fee Agreement.*** To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the Fee Agreement is authorized and approved. The form of the Fee Agreement presented at this meeting, as attached as Exhibit B, is approved, and all of the terms of each are incorporated in this Ordinance by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement to be delivered to the Company. The Fee Agreement is in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

**Section 5. *Authorization for County Officials to Act.*** The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to this Ordinance, the Fee Agreement, and the MCIP Agreement.

**Section 6. *General Repealer.*** Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

**Section 7. *Effective Date.*** This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND 3 EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: December 16, 2022

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
John Elliot, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Jennifer C. Adams, Clerk to Council  
Oconee County Council

First Reading: December 6, 2022  
Second Reading: December 7, 2022  
Public Hearing: December 16, 2022  
Third Reading: December 16, 2022

**EXHIBIT A**  
**DESCRIPTION OF PROJECT SITE**

**[TO BE INSERTED BEFORE THIRD READING]**

**EXHIBIT B**  
**FORM OF FEE AGREEMENT**

**EXHIBIT C**  
**MCIP AGREEMENT**



# Public Comment

## SIGN IN SHEET

6:00 PM

December 06, 2022

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 ✓	Jeff Bright	Paul Cain
2	<del>Ron Citensek</del>	<del>Ordinance 2022-24</del>
3 ✓	Frankie Pearson	Planning Comm
4 ✓	Patsy Davis	Paul Cain
5 ✓	TONY ADAMS	SEWER SOUTH PHASE 2
6	DOUG HAYNES	1/4 - 1/2 ACRE CHANGE
7	<del>Stephanie Blake</del>	
8 ✓	DIM CODNER	SEE ACRF IN OVERLAY
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

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

December 06, 2022 ~ ~ 6:00 p.m.

**ORDINANCE 2022-22** AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, BY ADDING A PROVISION PROVIDING FOR PREAPPROVAL BY THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IN RELATION TO SUBDIVISION PLANS SUBMITTED FOR PRELIMINARY APPROVAL TO OCONEE COUNTY FOR PROPERTIES WITH ROAD FRONTAGE ON U.S. HIGHWAY 123, BETWEEN THE OCONEE COUNTY - PICKENS COUNTY BORDER AND THE EASTERNMOST BOUNDARY OF THE CITY OF SENECA; AND OTHER MATTERS RELATED THERETO.

**ORDINANCE 2022-27** AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE 2022-01 (AS SUPPLEMENTED BY ORDINANCE 2022-19), WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, IN ORDER TO EFFECT A SUPPLEMENTAL APPROPRIATION; AND OTHER MATTERS RELATED THERETO.

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.

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

**PRINT** Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	Ordinance 2022-22	Ordinanc 2022-27
1. <i>Ron Citensek</i>			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

*None*



**Council Member Comments of Paul A. Cain  
December 6, 2022**

1. **Utica:** Utica, which is situated in County Council District 3, has long been a priority of mine and a priority of this Council. We have seen definite improvement in the Utica community, but we must continue to press forward to sustain our momentum and not lose ground. This will require continued investment by the County, and I would refer Council, staff and the public to the work performed by Clemson University and the recommendations contained in the reports regarding the Opportunity Zone and the 6th Street/Dr. Martin Luther King, Jr. Way corridor. The involvement of Blue Ridge Community Center and Utica, Inc. are vital to continued revitalization of the Utica community.
  
2. **Agriculture:** Agriculture is vitally important to Oconee County, not only as an industry but also as a source of food for our population. As development pressure continues to build throughout the County, it is County Council's job to protect the agriculture industry and the land that is necessary for the agriculture industry to thrive. If Council fails to hold the line, there is no one standing behind it to protect agriculture. When the final report is delivered, Council should implement the recommendations of the Oconee County Task Force on Agriculture. Council should establish a recurring revenue for the FARM Center, and Council should encourage the establishment of a USDA-certified animal processor to support the beef, pork, and poultry industries.
  
3. **Clemson University:** Clemson University is now an international brand that has attracted the best minds to our area, due in no small part to its athletics programs and its focus on research. The University owns nearly 4,000 acres on the east side of Oconee County, and thousands of Clemson students, professors, staff, and graduates now call Oconee County home. The opportunity that the County has to retain this world-class talent must not be wasted. The County must continue to leverage its relationship with the University in order to attract investment by the University in the County, and the County should not be hesitant to support private investment that serves the University and its students. Student housing provides substantially more revenue than it costs the County in services, despite misconceptions that persist within the public sphere.

In partnership with the University (and possibly other government political subdivisions), County Council would be wise to seek establishment of a true technology research park and business incubator to attract not only University professors and students, but also companies from around the world who wish to locate in the Southeastern United States. Private investors in the surrounding area will take notice and provide capital and mentorship resources. This is a tried-and-true formula that Council should follow to diversify the County's economy.

- 4. Economic Development:** Oconee County continues to see great success in recruiting and retaining investment and jobs. Workforce continues to be the greatest challenge facing the United States' economy, and quality of life is an important factor to consider in recruitment and retention of workforce. The County excels in quality of life, with abundant outdoor recreation opportunities, natural beauty, and continuing renewal of our downtowns; quality of life is a sustainable competitive advantage in workforce attraction, but competitive jurisdictions are constantly attempting to divert workforce from the County through investment in parks and greenways. County Council must recognize the threats from our competition and establish/enhance parks and greenways to neutralize the threats.

Retail leakage from Oconee County to other jurisdictions continues to negatively impact our local economy, and I encourage County Council to work with the Oconee Economic Alliance, the Greater Oconee Chamber of Commerce, and our municipalities to identify supply gaps for goods, services, entertainment venues, and recreation assets.

- 5. Recreation & Tourism:** Oconee County is the largest jewel in the Crown of the Carolinas. With abundant lakes, rivers, waterfalls, hiking and mountain-biking trails, the County has physical assets that can be neither duplicated nor relocated. With excellent county parks and trail systems, no one can beat Oconee County. County Council must continue to invest in park improvements and access improvements to our natural resources, which are enjoyed by locals and tourists alike.
- 6. Roads & Bridges:** Oconee County maintains approximately 660 centerline miles of road and the State of South Carolina maintains approximately 870 centerline miles of road in the County. The #1 enemy of road quality is water, so diversion of water from roads is of utmost importance. Oconee County has its work cut out for it, and our Roads & Bridges Department has consistently maintained County roads at an average quality of 70%. If County Council wishes to increase the average quality of County roads above 70%, an increase to the current recurring funding level of 3.1 mills will be necessary to: (1) establish and implement a storm water management plan; (2) hire additional staff and increase salaries of existing staff to perform the work; (3) procure additional equipment to perform the work; and (4) procure the additional material to perform the work.

Road safety continues to be a challenge along State highways, and County Council should amend County ordinances to ensure safe ingress from and egress to State highways.

- 7. Law Enforcement & Public Safety:** Oconee County was the first county in South Carolina to fund a school resource officer in every school in the County. The Council continues to fund new Sheriff's Office positions annually as requested by Sheriff Crenshaw. With consistent population growth in the County, the Council must continue to fund new positions annually to keep up with the growth.

8. **Sewer & Planning:** With the assistance of our State delegation, County Council has been steadfast in its support for and funding of sewer service to the unincorporated areas of the County. Though in some cases such investment is speculative (see Sewer South), in accordance with the Future Land Use Map adopted as part of the Comprehensive Plan, the Council must stay the course to ensure that opportunities for development will not be lost. At the same time, the Council must ensure that “bird-in-the-hand” development projects which only lack sewer should be prioritized to ensure that investment and jobs are not lost.

Planning is perhaps the most important function of County Council. Utilizing the Comprehensive Plan as the roadmap, and amending the Plan if necessary, Council must lead in accordance with the public’s desires. Additional development and population growth is a near certainty for Oconee County’s future, and Council must plan for success; otherwise, the County will develop in a “sprawl” model that has hurt many counties throughout South Carolina and our nation. Council should meet regularly with the Planning Commission to maintain alignment on priorities.

9. **Communication:** It is often said that “communication is key.” Though cliché, effective communication can prevent crises both real and imagined. In our ever-connected world, the public expects quick and accurate responses. In an organization as large as Oconee County’s government, it is necessary that internal and external communication be prioritized. County Council should establish a Communications Coordinator position whose sole purpose is to ensure that information is effectively communicated within and outside the County’s facilities.

10. **Thank you!** Representing Oconee County in the District 3 seat has been the honor of my lifetime. Though it has often been challenging and frustrating, it has been immensely rewarding. The opportunities and experiences that I have gained as a result of my time on Council have been truly life-changing. I greatly value the relationships that I have built with the many people who encouraged, advised, argued, and criticized. Though I did not grow up here, you welcomed me in and gave me the opportunity to lead. I have learned so much from each of you, and for that I am eternally grateful. I am most grateful for the support of my wife, Amy, who allowed me to pursue my passion and my dream. Without Amy, I would not be here. Finally, I thank God for giving me the energy, the courage, and the forgiveness that His Son, Jesus Christ, provides through His sacrifice of His life to all of us.

For a Child will be born to us, a Son will be given to us;  
And the government will [h]rest on His shoulders;  
And His name will be called Wonderful Counselor, Mighty God,  
Eternal Father, Prince of Peace.

**Isaiah 9:6 (NASB)**

**From:** [Peter Tibaldi](#)  
**To:** [Jennifer C. Adams](#)  
**Subject:** Improvement to Lake Overlay Ordinance: Minimum Half-Acre Lot Size for Properties on Shores of Lake Keowee  
**Date:** Sunday, December 4, 2022 3:37:23 PM

---

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



Hello,

As a resident of lake Keowee for almost ten years I'm concerned about boat over use on the lake. This minimum half-acre lot size will help prevent overcrowding by boats which I have seen on many other lakes. Boat overcrowding is very dangerous and can cause many accidents and deaths.

Currently there still exist a number of undeveloped properties which could be subdivided in ways that yield small waterfront lots with tiny homes while still conforming to the two lots per acre.

Please vote yes on this ordinance. Thank you for your time.

Peter and Janie Tibaldi  
East shores

**From:** [Steve MacLeod](#)  
**To:** [Jennifer C. Adams](#)  
**Subject:** Oconee County Council - Lake Overlay Revision  
**Date:** Sunday, December 4, 2022 10:43:12 AM

---

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



Council Members,

I strongly support the current lake overlay provisions. I do NOT believe it is in the best interests of current landowners, future landowners or the County itself to allow for increased housing density in the lake overlay area.

One only needs to look at Lake Lanier for an example of what uncontrolled growth did to a once beautiful lake.

Lakes Keowee and Jocassee are unique and attract tourist dollars because of their current stewardship which has managed the shoreline appeal, the character of homes built on the lakeshore, and the ability of thousands to enjoy pristine water activities.

Please ensure that the density is maintained as is.

Steve MacLeod  
606 Coleridge Ct  
Seneca, SC 29672  
864-918-1943

**From:** [Doug Haynes](#)  
**To:** [Jennifer C. Adams](#)  
**Subject:** Section 38-11.1(d)(1), Subsection a.1.,  
**Date:** Monday, December 5, 2022 5:55:09 PM

---

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



I am in agreement to change from 1/4 to 1/2 acre regarding above referenced section.

Doug Haynes  
248 E Waters Edge Ia  
W Union SC 29696



## Friends of Lake Keowee Society

Dedicated to the preservation and enhancement of Lake Keowee and its watershed through advocacy, conservation and education.

---

1209 Stamp Creek Road, Suite A  
Salem, SC 29676

O: (864) 719-0599  
[www.keoweefolks.org](http://www.keoweefolks.org)

Email: [folks@keoweefolks.org](mailto:folks@keoweefolks.org)

December 6, 2022

Oconee County Council  
Attn: Clerk to the Council Jennifer C Adams  
415 S. Pine Street  
Walhalla, SC 29691

Dear Oconee Council members:

Established in 1993, The Friends of Lake Keowee Society's (FOLKS) is a 501(c)(3) entity located in Oconee County and whose membership includes individuals, families, and local businesses. FOLKS currently has nearly 1,000 members—many whom reside in Oconee County. Our Mission is to preserve, protect, and enhance Lake Keowee and its watershed through advocacy, conservation, and education.

FOLKS offers its support to the proposed amendments to Chapter 38 of the county code of ordinances in Section 38-11.1(d)(1), Subsection a.1. We recognize the forward thinking of the Oconee County Council to address the issues of shoreline protection by establishing well planned guidelines to ensure the water quality of Lakes Keowee and Jocassee are better protected. By establishing larger boundaries there is less risk to increased sediment disturbance, which negatively impacts water quality and habitat for fish and micro-organisms. In addition, the amendment will help to minimize the number of individual septic systems within the Lake Overlay which is a crucial step in maintaining water quality.

FOLKS members will attend the December 16<sup>th</sup>, 2022 10 a.m. meeting to further show our support of this very important amendment

Respectfully,

Dale Wilde  
President, FOLKS

**From:** [Council District 1](#)  
**To:** [Jennifer C. Adams](#)  
**Subject:** Fwd: Gun Range  
**Date:** Wednesday, November 16, 2022 6:51:38 AM

---

Jennifer,

I will read the below email in the meeting in December.

Thank you.  
John Elliott

Sent from my iPhone

Begin forwarded message:

**From:** John Elliott <johnelliottd1@gmail.com>  
**Date:** November 16, 2022 at 6:50:01 AM EST  
**To:** Council District 1 <district1@oconeesc.com>  
**Subject: Fwd: Gun Range**

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



Sent from my iPhone

Begin forwarded message:

**From:** John Elliott <johnelliottd1@gmail.com>  
**Date:** November 15, 2022 at 4:52:17 PM EST  
**To:** THOMAS WOOD <imagin@bellsouth.net>  
**Subject: Re: Gun Range**

I will in the December meeting due to scheduling restraints.

Sent from my iPhone

On Nov 15, 2022, at 4:33 PM, THOMAS WOOD  
<imagin@bellsouth.net> wrote:

Mr. Elliott



The property owners surrounding the Gun Range at 453 East Stamp Creek Road have ask me to forward you this letter. If possible, we would like you to read this document during public comments section at tonight's meeting on our behalf.

Thank You

Neighbors Against The Gun Range

On May 4th of this year WYFF Channel 4 broadcasted a story about a woman who has operated a horse farm for the past thirty-six years. The farm is her self supported livelihood, something she loves dearly. Recently, the farm property that she daily rotates her animals on for feeding has been uprooted by the sounds of ear blasting high decibels and flying bullets. Her once quiet, peaceful and safe farm is not safe, peaceful or quiet any longer. She and her animals are fighting back against a newly built gun range next to her property.

My wife and I know this woman, her name is Octavia. Octavia was born in Mississippi in 1947. She will never admit it, but lets just say her family could not afford any luxuries in life. In her youth, she found her first love in life—Horses. During her days in Mississippi she worked as a pastor, a consoler to those in need, and a Hospice Chaplin. I never really knew exactly what a Hospice Chaplin was, so I looked it up. It is defined as “someone who comforts others in their final days to find peace”. Octavia worked for decades, caring and aiding others. She and her husband moved to the upstate in the early 80's. He worked at Duke Power. In 1986, after years of hard work, the couple purchased forty acres out side of Salem SC. They built their dream, a horse farm.

In the early 2000's, Octavia's husband passed away. Octavia was left to run the horse farm on her own. Let me tell you what this woman does on a daily basis. She tends, feeds, waters and grooms her horses every day. Grows and bales acres of hay. Cleans and scoops the manure out of stalls.

Repairs fences and does the maintenance to stalls and barns. Bush hogs acres of pasture on her beloved John Deere tractor. Grows an enormous garden with every vegetable you can imagine. Loves and cares for 2 dogs, numerous barn cats and a parrot named Harley. She cuts her lawn grass and weed eats her fence line on her entire property. Maintains a beautiful flower garden, with all sorts of exotic plants. Cleans and maintains her home. Her place is in one word, beautiful. Never would she ever complain about all the hard work she does. Never ever would you hear “my back hurts” or “I’m tired today”. It’s just not who she is. She is the kindest, intelligent, hardest working person we have ever met. Always welcoming and sharing vegetables from her garden with others. Thinking of others before herself. Octavia is the type person we all strive to be. All she lives for is the beautiful serene farm she calls home.

A year ago a gun range was built next to her property. Every firearm at the gun range is aimed in the direction of her property. The dirt mound they shoot into is almost on her fence line. The noise is devastating. It is unsafe to be on her property when they are shooting. She now has to move her horses from a pasture next to the gun range that would yield free food, to a pasture on the other side of the road. She has to buy additional feed due to this unusable pasture. She and her animals are scared by the ear shattering high decibels sounds of shooting, or worse yet, being hit by a stray bullet. Octavia drove to the range owner’s place of business and tried to reason with them. They wouldn’t listen and told her to leave. My wife and I have tried to help. We have pleaded with our state representatives, the county council, the county planning commission, the county sheriff and any state agency that would listen to us. No body cares. No one will help. All we get are “excuses or we are sorry, it’s an unfortunate incident”.

For all gun owners hearing this, I ask, How would you like a gun range built next to your home? This is not about the 2<sup>nd</sup> amendment. Its about safety and property rights. I’ve seen the members of this gun range. They pull up to the range in there fancy new trucks. Blast all day towards Octavia’s farm.

When done, they drive home to their quaint suburban homes and have a quiet barbecue on their back porch. Is this fair? Octavia can't do that. Her days of peaceful and quiet retirement are over.

What does Octavia think about the 2<sup>nd</sup> amendment — I really don't know, never asked her. I do know it would be unwise to try to enter her property without her permission.

Well, that's the story as we see it.

Law enforcement and politicians won't help her. They don't live or understand the beautiful simple life that Octavia had.

Octavia has spent decades helping people find peace. My god, who have we become when society fails to help someone like her. She is everything we wish we could be. She deserves to have peace in her remaining years. She has earned it.

Link to Wyff 4 story:

<https://www.wyff4.com/article/oconee-residents-concerns-gun-range-neighbors/39910156>