



OCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name: Mario Suarez  
(Please Print)

Council Member Signature: Mario Suarez

Meeting Date: 9/9/08

Item for Discussion/Vote: minutes from 9/9/08  
meeting w/ SBOC

Reason for Absention:  Workshop Meeting w/ SBOC  
I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other: \_\_\_\_\_

Elizabeth G. Hulse  
Elizabeth G. Hulse  
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



August 27, 2008

Oconee County Chapter  
224 E. Main Street  
Walhalla, South Carolina 29691  
(864) 638-5619  
Fax (864) 638-9242

Oconee County Council  
Elizabeth G. Hulse  
Oconee County Administration Office  
415 S. Pine Street  
Walhalla, South Carolina 29691

Dear Oconee County Leaders:

The Oconee Red Cross Chapter needs your help. It has recently been determined that our Chapter located at 224 E. Main Street in Walhalla has suffered termite damage. We recently spent \$1800 to have our building treated. The company stated it is not uncommon for downtown buildings such as ours to have termite infestation. We are also in need of renovations for a much needed training room in order to train our community folks in valuable life-saving skills.

As you are aware, we are a non-profit organization that responds to disasters in Oconee County. We provide hot meals and drinks to all fire department personnel and provide disaster victims with emergency assistance. We are also on call 24/7 to send emergency messages to members of our military who have families residing in Oconee County. In these difficult economic times, our work load increases as with all other humanitarian agencies. We rely totally on the kindness and generosity of our community to enable us to continue providing the assistance that we give.

We need funds to replace floor joists and sub-flooring to 1/2 of the left hand side of our building due to termite damage. This is the side of the building that is next to the vacant lot in downtown Walhalla. We also need funds to add a 5 ton HVAC system and new ceiling tiles upstairs to upfit for a training room upstairs.

Please, can you help us to continue helping the citizens of Oconee County?

We appreciate your consideration of this request for \$8,000 to purchase some of the necessary building materials. We estimate the cost to be \$20,000 for these 2 projects. Duke Energy has chosen us to be the recipient for a community project with a \$1000 grant and some of the labor. If you have additional questions, please feel free to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Rogers-Watson".

Kathy Rogers-Watson  
Executive Director

**Beth Hulse**

**From:** george blanchard [georgejudy1@bellsouth.net]  
**Sent:** Tuesday, September 02, 2008 12:43 PM  
**To:** Beth Hulse  
**Subject:** Re: Request for funding from American Red Cross

Our support in 07 was for a wall repair if I recall. Please get some specifics and put it on the agenda for 9/23.

George

----- Original Message -----

**From:** Beth Hulse  
**To:** george blanchard  
**Sent:** Tuesday, September 02, 2008 9:02 AM  
**Subject:** Request for funding from American Red Cross

Mr. Blanchard;

I have received a letter requesting funding [\$8,000] from the local chapter of the American Red Cross for building repairs. Letter is attached for your review.

I check w/ Finance and we have on previous occasions supported them financially to maintain their building.

6/21/07 Council Contingency \$ 5,000 (she did not remember the reason)

5/19/05 Council Contingency \$10,000 for building repairs

Do you want to put this on the 9/9 or 9/23 agenda or do you want to bring up and have to go finance committee.

Please let me know.

Thanks.

*Elizabeth G. Hulse  
 Clerk to County Council  
 Oconee County Administration Office  
 415 S. Pine Street  
 Walhalla, SC 29691  
 864-718-1023  
 864-718-1024 [fax]  
 bhulse@oconeesc.com*

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 23, 2008

COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

An Ordinance Establishing a Program to Designate Oconee County's Scenic Highways.

**BACKGROUND OR HISTORY:**

In 2007, a citizen's group approached County Council and the Planning Commission regarding the possibility of designating a portion of SC 28 as a scenic highway. At the time, County Council took First Reading in title only, and instructed the Planning Commission to study the possibility of creating a program that would allow for the County to designate scenic highways. On September 8, 2008, the Planning Commission unanimously approved the attached draft for Council's consideration.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The draft ordinance establishes 2 categories of scenic highways- one for roads in relatively developed areas, but which still retain viewsheds worthy of consideration; and one for roads outside the primary growth areas. The second category of roads would receive priority in efforts to seek funds related to enhancement of their intrinsic scenic characteristics. It should be noted that, while the Scenic Highway Ordinance does not itself prohibit billboards on designated roads, the Billboard Ordinance does not allow signs on scenic roads.

**STAFF RECOMMENDATION:**

Adopt on Second Reading

**FINANCIAL IMPACT:**

An appropriate sign will need to be developed to identify scenic routes; however, given the stringent criteria for designation, it is anticipated the number of roads in the program will remain small.

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

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

**ATTACHMENTS**

Copy of the draft ordinance

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



Rose S. Barrett, County Administrator

Reviewed By/ Initials:

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

\_\_\_\_\_ Finance

\_\_\_\_\_ Grants

C: Clerk to Council

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

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2007-21**

**AN ORDINANCE ESTABLISHING A PROGRAM TO DESIGNATE OCONEE COUNTY'S SCENIC HIGHWAYS**

**WHEREAS**, Oconee County is known for its variety of natural beauty and historic sites; and

**WHEREAS**, Oconee County citizens have long expressed a desire to protect these scenic resources; and

**WHEREAS**, the Oconee County Comprehensive Plan prioritizes scenic resources with the goal to, "Preserve, protect, and enhance Oconee County's environmentally sensitive lands, unique scenic views, agrarian landscapes, and topographic features"; and

**WHEREAS**, Oconee County has a number of highways which provide access to the natural beauty and historic sites of Oconee County; and

**WHEREAS**, the economic well-being and general welfare of Oconee County is directly impacted by the preservation and enhancement of the natural scenic beauty and aesthetic features visible from the County's highways, particularly in relation to tourism and attracting businesses; and

**WHEREAS**, Oconee County Council believes that Oconee County will be enhanced by the designation of certain roads and highways as County scenic highways;

**NOW, THEREFORE, BE IT ORDAINED BY COUNCIL, DULY ASSEMBLED AND VOTING, WITH QUORUM PRESENT, AND UPON THIRD AND FINAL READING, THE FOLLOWING:**

**SECTION 1.**

Highways located within Oconee County, South Carolina and found to be of special value to the citizens may be designated as Oconee County Scenic Highways pursuant to the rules, regulations, and criteria set forth below:

## SECTION II.

### Definitions:

- A. "Committee" means the Oconee County Scenic Highway Committee as described in this document.
- B. "Highway" means all those roads, streets and highways within the Federal, State or Oconee County Highway system.
- C. "Intrinsic Qualities" means those significant tangible and intangible resources found within a scenic corridor that are known to be distinct within the region. "Intrinsic qualities" include:
- (1) Scenic: the composition of features that are regionally representative, associative or inspirational. These features are memorable, distinct, visually impressive, and continuous across the view.
  - (2) Historic: landscapes and structures that educate and stir an appreciation for the legacy of Oconee County's past.
  - (3) Cultural: activities or objects that represent unique and distinctive expressions of community life, customs or traditional ways and identify a place, region or culture.
  - (4) Recreational: passive and active leisure activities directly dependent on the scenic qualities of the area and usually associated with outdoor recreation as we seek to refresh and renew our spirits.
  - (5) Natural: relatively undisturbed and visually pleasing natural areas and/or ecologically sensitive landscapes representing natural occurrences including landforms, water, vegetation and wildlife characteristics.
  - (6) Archaeological: sites, artifacts or structures recognized by the scientific or academic communities as being representative of past human life and activities.
- D. Scenic Highway- A highway or segment of a highway deserving of recognition due to scenic vistas, cultural or historical significance, or other criteria specified by County Council. All scenic highways shall be divided into two (2) route categories:
1. Routes with limited development visible from the roadway, yet still retaining special characteristics worthy of preservation shall be designated a Category I Scenic Route.
  2. Routes with little or no development visible from the roadway lying outside primary growth areas shall be designated a Category II Scenic Route.



## **SECTION III.**

### **A. Designation Process**

1. Applications shall be submitted in writing to the Planning Department by a sponsoring agency. Such agencies shall include, but are not limited to, a civic club, chamber of commerce, convention and visitor bureau, business, industry, municipal government, county governments, or other organization. Submitted materials shall include a "Scenic Highway Corridor Management Plan" (see Appendix A).
2. Upon receipt of an application for the designation of a road or highway as an Oconee County Scenic Highway, the Oconee County Planning Director or his/her designee shall contact the Committee, which shall schedule a meeting to review the application. Meetings of the Committee shall be public meetings, and shall be advertised at least 14 days in advance in a newspaper of general circulation.
3. The Committee shall review applications for compliance with the criteria for designating a Scenic Highway established in this Ordinance (see Appendix B). Upon completion of the review, the Committee shall by vote determine a recommendation regarding the designation of the highway. The recommendation shall be reviewed by the Planning Commission, which shall forward a report to County Council. In the event County Council determines the proposed highway merits designation as a Scenic Highway, it shall so indicate its decision by resolution.
4. Any highway proposed for designation as a Scenic Highway denied a positive recommendation by the Committee, or rejected for designation by County Council, may not be proposed again for a period of one year from the date of publication of the decision.

## SECTION IV.

### A. Regulations

1. It shall be unlawful for any person other than the owner, owner's agent, or other individual with the full knowledge and consent of the owner of a property situated along the right-of-way of a designated and properly identified county scenic highway to dig, pull up, gather, remove, cut, maim, break, or injure in any way a public or private property, to include any injury done by fires intentionally set; any wild, cultivated, ornamental plants, shrubs, and trees. These provisions shall not apply where the acts hereby prohibited are done by or under the instructions of County or State authorities lawfully in charge of such public roads, highways or lands, or by a utility in the lawful pursuit of installation or maintenance of their facilities. Violation of this provision of this Ordinance shall be punishable by a fine not to exceed five hundred (\$500.00) dollars.
2. The sponsoring organization or group submitting an application to the County for designation of a road as an Oconee County Scenic Highway shall be responsible for the removal of trash along the portion of the highway so designated as a Scenic Highway no fewer than three (3) times each year. Permits and/or required notifications related to any and all activities inside a right-of-way shall be the responsibility of the sponsoring organization or group. Any individual taking part in trash removal duties, or any other activities related to the standards of this Ordinance, shall comply with any and all standards and practices utilized by the entity responsible for maintenance of the roadway.
3. A member of the Oconee County staff shall be designated by the County Administrator to review the status of all county designated Scenic Highways every two (2) years. In the event it is determined a route fails to meet the criteria established in this Ordinance, a report shall be made to the Committee, who shall recommend a course of action to County Council. Such recommendations include, but are not limited to, re-classification to a lower category, and de-designation.
4. Regulations contained in this section shall apply equally to both Category I and Category II Scenic Highways; however, Category II Scenic Highways shall receive preference in the pursuit of funding to be utilized in maintaining and enhancing the intrinsic values leading to their designation.
5. All County rules and regulations concerning scenic highways shall apply immediately to a nominated road or highway until a determination is made as to whether or not the road or highway shall be designated a Scenic Highway. A determination of this issue must be made within six (6) months of the County receiving an application.



## SECTION V.

### Oconee County Scenic Highway Committee

The Committee shall consist of seven (7) members, each having primary residency in Oconee County. The Committee members shall serve at the pleasure of the organization that appoints the member. The following organizations shall appoint one member each to the Committee:

- a) Keep Oconee Beautiful Association (KOBA)
- b) Concerned Citizens for Conservation
- c) The Oconee County Arts & Historical Commission
- d) Upstate Forever (Oconee Chapter)
- e) Oconee Alliance

In addition, County Council shall appoint two (2) members at large from resident property owners in Oconee County.

In the event that any organization named above fails to provide a representative willing or able to take part in the Committee as needed, County Council may replace the organization with a similar entity; also, any organization may terminate its position on the Committee by sending a letter of resignation to County Council, who will appoint a similar replacement.

George Blanchard, Chair  
Oconee County Council

Attest:

Elizabeth G. Hulse, Clerk  
Oconee County Council

1<sup>st</sup> Reading: 12-11-2007  
2<sup>nd</sup> Reading: 10-23-2008  
Public Hearing:  
3<sup>rd</sup> & Final Reading:

## APPENDIX A

A Scenic Highway Corridor Plan shall include the following components:

- (a) A detailed description of the section of the road or highway to be designated, including two or more of the intrinsic qualities as defined in this Ordinance. Specify how the road in question fits the criteria. Identify any problem areas that may impact the scenic designation.
- (b) A marked map clearly indicating the section of the road or highway the applicant is proposing for designation.
- (c) Photographs or videos of areas which the applicant considers to be of intrinsic value or significance.
- (d) Letters of support from citizens, businesses, civic groups and other organizations.
- (e) A maintenance plan outlining proposed litter collection activities.
- (f) Any additional proposed actions intended to enhance and maintain the highway if awarded designation.

## APPENDIX B

### Criteria for designating a road or highway as an Oconee County Scenic Highway.

- (a) The Committee shall consider the following in determining whether a road or highway should be designated a Scenic Highway.
  - (1) Intrinsic Qualities (as defined by this ordinance).
  - (2) Additional amenities and support (such as but not limited to):
    - (a) Hospitality features
    - (b) Length of route
    - (c) General support for proposed route
    - (d) Financial commitment
    - (e) Role in regional/statewide strategy
    - (f) Protective easements, zoning overlays, or other land use restrictions
  - (3) Features negatively impacting the scenic qualities of the highway, (such as but not limited to):
    - (a) Junkyards/Litter
    - (b) Dilapidated / Unattractive Structures
    - (c) Excessive Advertising
    - (d) Heavy traffic uses
    - (e) Mining/Lumbering scars
    - (f) Heavy Industry
    - (g) Parallel and Visible Utilities along roadway
    - (h) Landfills/other pollutants visible from route
  - (4) Feasibility of maintenance plan and responsibilities.

# OCONEE COUNTY

## SOUTH CAROLINA



# ZONING ENABLING ORDINANCE

2007-21

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## **Article 1. Legal Provisions**

**Section 1.1 Purpose** -The zoning regulations and districts as set forth in this ordinance have been made in accordance with the Oconee County Comprehensive Plan. These regulations are designed to lessen traffic congestion, to protect public safety, to promote the health and general welfare of the citizens of Oconee County, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provisions of transportation, water, sewerage, schools, parks, and other public requirements. These regulations have been made with reasonable consideration of the character of each community and reflect concern for protecting the property and lifestyles of all Oconee County citizens.

**Section 1.2 Authority** -The provisions of this ordinance are adopted under authority of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, S.C. Code Title 6, Chapter 29.

**Section 1.3 Jurisdiction** - The regulations set forth in this ordinance shall be applicable within the unincorporated areas of Oconee County.

**Section 1.4 Conflicting Regulations** - In the event that a regulation in this ordinance conflicts with any other county regulation or zoning districts, the more stringent standard shall apply.

**Section 1.5 Severability** - If, for any reason, one or more sections, sentences, clauses, or parts of this Ordinance are held unconstitutional or invalid, such decision shall not affect, impair, or invalidate the remaining provisions of this Ordinance and they shall remain in full force and effect.

**Section 1.6 Exemptions (grandfathering)** - Any lawfully existing land use or structure that is present at the time zoning regulations are adopted and/or amended by County Council, the property that is considered to be non-conforming shall be exempt from these regulations until such time that the intensity of use changes or the use on the property ceases.

**Section 1.7 Effective Date of Ordinance** - This ordinance shall take effect upon final adoption by County Council.



## Article 2. Application and Enforcement

**Section 2.1 General Prohibition-** The use of all land and structures within the jurisdiction of Oconee County shall comply with all of the provisions contained within this ordinance. As such, no building or structure, no use of any building, structure, or land, and no lot of record which did not now or hereafter exist on the effective date of these regulations shall be created, established, altered, moved, diminished, divided, eliminated, or maintained in any manner except in conformity with the provisions of this ordinance.

**Section 2.2 Zoning Official-** The County Administrator shall appoint a Zoning Official(s) to enforce the provisions of this Ordinance. County Zoning officials shall keep records of all variances and amendments to this Ordinance.

**Section 2.3 Violations-** In the event the provisions of these regulations are found to be violated, the party deemed responsible for the violation shall be notified in writing, and ordered to discontinue the lack of conformity. Said notification shall include the specific nature of the violation, and the corrections and remedies necessary to come into compliance.

**Section 2.4 Zoning Permit-** No land shall be used or occupied, and no building hereafter erected, structurally altered, moved, or its use changed until a Zoning Permit shall be issued by Oconee County, except in conformity with the provisions of this Ordinance or by written Order of the Oconee County Board of Zoning Appeals.

- (1) A Zoning Permit shall be issued administratively for permitted uses and uses permitted with conditions.
- (2) For those uses requiring a special exception, the Zoning Official shall not grant a zoning permit unless ordered to do so by the Board of Zoning Appeals.
- (3) No permit shall be issued by any department or agency of Oconee County prior to certification of zoning compliance by the Zoning Official.
- (4) Unless specifically waived by the Planning Director or his/her designee, permitted uses with conditions and uses permitted by Special Exception shall require a site plan review prior to the issue of a Zoning Permit. The Zoning Official may require a site plan review for permitted uses when necessary to insure compliance.
- (5) An approved site plan shall consist of two (2) sets of plans drawn to an appropriate engineering scale, one (1) of which shall be appropriately stamped and/or signed and returned to the applicant upon approval. The following items shall be noted on all site plans:
  - a. The shape and dimensions of the lot on which the proposed building is to be located
  - b. The location of said lot with respect to adjacent rights-of-way
  - c. The shape, dimensions, and location of all buildings, existing and proposed, and required setbacks
  - d. The nature of the proposed use of the building or land, including the extent and location of the use
  - e. The location and dimensions of off-street parking and loading space and means of ingress and egress
  - f. The location of all required buffers
  - g. Required driveway/encroachment permits
  - h. A copy of any required stormwater and/or erosion control permits

4. Any other information deemed necessary by staff for enforcement of the provisions of this Ordinance.
- (6) No permanent utility connection shall be authorized, and no Certificate of Occupancy will be issued, until the Zoning Official certifies a required site plan is complete, and an approved 'as built plan' is on file.
- (7) Copies of documents related to zoning permits and Board of Zoning Appeals activities shall be kept on file by the Zoning Official, and shall be subject to all provisions of the Freedom of Information Act. Appropriate fees to cover costs related to research and copying may apply.

**Section 2.5 Temporary Certificates-** A Temporary Certificate may be issued for rallies, carnivals, religious activities, fund raising activities, and other temporary uses. Such certificates shall be issued for a specific period of time, with none to exceed fifteen (15) days, and shall be subject to any and all limitations deemed to be necessary to protect the character of the district affected. In the event said temporary use proves to result in no apparent negative impacts, a Temporary Certificate may be renewed for an additional fifteen (15) day periods; however, no more than three (3) renewals shall be approved. County Council may set, and from time to time amend, an appropriate application fee.

**Section 2.6 Appeals of Staff Decisions-** Decisions made by the Zoning Official related to the issuance or denial of a Zoning Permit or Temporary Certificate may be appealed to the Board of Zoning Appeals pursuant to the South Carolina Code of Laws.

**Section 2.7 Complaints-** All complaints of violations shall be submitted in writing on a form provided by the Zoning Official. The complaint shall include a detailed description of the alleged violation, as well as the complainant's name, address and signature. All complaints shall be acted on within ten (10) days of submission. Anonymous reports of alleged violations will not be considered valid.

**Section 2.8 Cancellation of Permits-** Violation of the provisions of this Ordinance found after the issuance of a Land Use Permit, Building Permit, or other permit or certificate issued by Oconee County contingent on an approved Zoning Permit or Temporary Certificate shall constitute a voiding or cancellation of all issued permits, and subject the applicant to the full extent of penalties provided for by law.

**Section 2.9 Penalties -** Any person or entity violating the regulations set forth in this Ordinance is guilty of a misdemeanor and may be fined up to five hundred (\$500.00) dollars or imprisoned for thirty (30) days or both.

### **Article 3. Official Zoning Map and Zoning Districts**

**Section 3.1 Official Zoning Map** – The boundary of the unincorporated areas of Oconee County and all adopted zoning districts are shown on a map entitled "Official Zoning Map, Oconee County, South Carolina," which is hereby adopted and declared to be part of this ordinance.

- i. **Amendments** – Amendments to the Official Zoning Map shall be made as necessary by the Oconee County Council, in accordance with the procedures outlined in this ordinance and according to § 6-29-700 of the State of South Carolina Code of Laws; the map shall at all times portray the current status of the zoning district boundaries.
- ii. **Custodian Map** – A reproducible copy of the Official Zoning Map shall be kept in the office of the Oconee County Zoning Official, and copies shall be made available for inspection by the public.

**Section 3.2 Interpretation of Districts Boundaries** – When uncertainty exists with respect to the boundaries of a zoning district, as shown on the Official Zoning Map, the following rules shall apply:

- i. **Delineation** – Zoning district boundary lines are intended to follow the centerline of roadways, streams or other water channels, and follow platted lot lines or other property lines. In the absence of visual district boundaries or specified distances on the Official Zoning Map, dimensions or distances shall be determined by the scale on the Official Zoning Map.
- ii. **Interpretation** – In the event that the Zoning Official is unable to make a decision regarding the exact boundary on the Official Zoning Map, the Board of Zoning Appeals shall interpret the district's boundary.

**Article 4. Nonconforming Uses-** Any usage of a parcel or structure lawful at the time these regulations become effective shall be allowed to continue as a non-conforming usage, subject to the following restrictions:

1. Any non-conforming use discontinued or abandoned for a period of twelve (12) months or more shall void any exemption as a non-conformity, and thereafter shall the use conform to all provisions of these regulations. However, suspension of a use for longer than twelve (12) months solely as a result of fire, flood, wind, explosion, or other calamity or Act of God; catastrophic illness or injury detrimental to the continuation of the use; or the exercise of eminent domain or other governmental act (other than that which results from criminal activity proven in a court of competent jurisdiction) shall not constitute discontinuance or abandonment.

2. In the event an alteration is proposed for any nonconforming structure, the following standards shall apply:

- A. The altering, expanding, changing, rebuilding, or resuming of a nonconformity shall be subject to review and permitting under provisions for conditional usage established in this ordinance.
- B. If a nonconforming building or structure is reused or reoccupied without alteration, or an abandoned use is resumed within twelve (12) months, no permit is required under this ordinance, provided, the nature and degree of the nonconformity will not be changed or increased from that which existed before the nonconformity became unused, unoccupied, or abandoned.
- C. An expansion of a non-conforming structure that is a non-conformity solely due to dimensional setbacks shall be permitted, provided the dimensional nonconformity will not be increased.

For the purposes of this section, the terms "altering", "expanding" and "changing" shall be strictly construed. "Rebuilding" shall mean the rebuilding, reconstruction, or restoration of any nonconforming building or structure which was damaged or partially destroyed by fire, flood, wind, explosion, or other calamity or Act of God. "Resuming" shall mean the reusing or reoccupying of a nonconforming building or structure which was unused or unoccupied for a continuous period, or the resuming of a nonconforming use which was abandoned for a continuous period.

**Article 5. Conditional Uses-** Some uses normally unacceptable in certain zoning districts may be acceptable if additional conditions of development are applied. The standards listed in this section shall be applied in addition to any and all zoning district requirements applicable for the use specified. The Zoning Official may require site plans, technical specifications, and/or any other reasonable documentation necessary to verify compliance.

**Section 5.1 Bed and Breakfast Inns-** Off street parking shall be provided in accordance with the average amount of expected traffic utilizing the said business. A minimum of two spaces shall be provided off of the public thoroughfare. Whenever feasible all parking shall occur in the rear of the business.

**Section 5.2 Conservation subdivisions-**

- (1) A licensed landscape architect shall design the site layout and preliminary layout plans for the subdivision.
- (2) A minimum of 50% of the gross area shall be preserved as green space.
- (3) Lot size may be reduced to 10,000 square feet provided that a non-traditional septic system is approved by the South Carolina Department of Health and Environmental Control (DHEC). An increase in green space by at least 15% shall permit the developer to decrease the minimum lot size by 20% (8,000 square feet).
- (4) Views of house lots from exterior roads and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping.
- (5) At least half of the lots shall directly abut conservation land or face conservation lands from across the street.
- (6) Covenants and restrictions governing the preservation of green space, wetlands, and other sensitive lands shall be recorded with the final subdivision plat prior to any sales. A statement assigning the home owners association responsibility for maintaining the conservation land shall be clearly placed on the final subdivision plat.
- (7) All conservation lands shall be contiguous to provide for integrated open space throughout the subdivision, excluding thoroughfares. Long thin strips of conservation land (less than 150 feet in width) shall be prohibited.

**Section 5.3 Home occupations-** Sufficient off street parking shall be provided to accommodate the average amount of expected traffic utilizing the said business. At a minimum, two spaces shall be provided off of the public thoroughfare. Whenever feasible all parking shall occur in the rear of the business.

**Section 5.4 Restaurants (up to 2,500 square feet)-** Sufficient off street parking shall be provided to accommodate the average amount of expected traffic utilizing the said business. A minimum of ten spaces shall be provided off of the public thoroughfare. Whenever feasible all parking shall occur to the rear or side of the business.

**Section 5.5 Manufacturing, Light-** All noises, excess light, odors, vibrations, emissions of smoke, dust, or gasses shall be controlled so as not to be detrimental or cause a nuisance to nearby residential or commercial uses. A landscape plan which provides for screening and buffering of a minimum width of fifteen (15) feet shall be submitted at the time of application for re-zoning. Parking areas shall be no closer than fifteen (15) feet from the boundary of any adjoining parcel, and

bordered on adjoining sides by a landscaped area which contains an evergreen screen a minimum of four (4) feet in height. Opaque walls and/or fences and landscaping are required around outdoor waste containers, loading areas, and parking areas for commercial vehicles.

**Section 5.6 Manufacturing, Heavy-** All noises, odors, vibrations, emissions of smoke, dust, or gases shall be controlled so as not to be detrimental or cause a nuisance to nearby residential or commercial uses. A landscape plan which provides for screening and buffering of a minimum width of twenty-five (25) feet shall be submitted at the time of application for re-zoning. Parking areas shall be no closer than fifteen (15) feet from the boundary of any adjoining parcel, and bordered on adjoining sides by a landscaped area which contains an evergreen screen a minimum of four (4) feet in height. Opaque walls and/or fences and landscaping are required around outdoor waste containers, loading areas, and parking areas for commercial vehicles.

**Section 5.7 All Other Uses-** Any conditional use for which conditions are not specified in this section shall be subject to reasonable provisions necessary to screen excessive light, noise, dust, and other negative impacts that may be imposed on neighboring uses.



## **Article 6. Board of Zoning Appeals**

**Section 6.1 References-** All references within these regulations to the Board of Zoning Appeals shall be considered to indicate the Oconee County Board of Zoning Appeals, created under the provisions of Title 6 Chapter 29 of the South Carolina Code of Laws.

**Section 6.2 Responsibilities-** The Board of Zoning Appeals shall:

- (a) hear all appeals, request for variances, and special exceptions from these regulations, in accordance with the Code of Laws of South Carolina, Title 6, Chapter 29 and the adopted bylaws of the board.
- (b) hear and decide appeals where there is an alleged error in any order or decisions made by the Zoning Official or designated staff.

## Article 7. Variances and Special Exceptions

**Section 7.1 Variances-** The Board of Zoning Appeals may grant a variance in an individual case of unnecessary hardship if the board makes and explains in writing the following findings:

- (a) there are extraordinary and exceptional conditions pertaining to the particular piece of property;
  - (b) these conditions do not generally apply to other property in the vicinity;
  - (c) because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
  - (d) the authorization of a variance will not be of substantial detriment to adjacent uses or to the public good, and the character of the district will not be harmed by the granting of the variance.
- (i) The board may not grant a variance the effect of which would be to allow the establishment of a use not otherwise permitted or to extend physically a nonconforming use of land. The fact that property may be utilized more profitably, should a variance be granted, may not be considered grounds for a variance.
- (ii) In granting a variance, the board may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the board may consider advisable to protect established property values in the surrounding area, or to promote the public health, safety, or general welfare.

The developer shall have the burden of providing evidence to the County of compliance with the general requirements of this ordinance and the specific requirements of the applicable section. The Board of Zoning Appeals may impose whatever reasonable conditions it deems necessary to ensure that any proposed development will comply substantially with the objectives in this ordinance.

**Section 7.2 Special Exceptions-** The Board of Zoning Appeals may grant a special exception only if it finds adequate evidence that any proposed development will meet all of the following general requirements as well as any specific requirements and standards listed for the proposed use. The board shall among other things require that any proposed use and location be:

- (a) in accordance with the Comprehensive Plan and is consistent with the spirit, purposes, and the intent and specific requirements of this ordinance;
- (b) in the best interests of the County, the convenience of the community and the public welfare;

- (c) Suitable for the property in question, and designed, constructed, operated, and maintained so as to be in harmony with and appropriate in appearance to the existing or intended character of the general vicinity;
- (d) Suitable in terms of effects on highway traffic, parking and safety with adequate access arrangements to protect streets from undue congestion and hazards;

The developer shall have the burden of providing evidence to the County of compliance with the general requirements of this ordinance and the specific requirements of the applicable section. The Board of Zoning Appeals may impose whatever reasonable conditions it deems necessary to ensure that any proposed development will comply substantially with the objectives in this ordinance.

## **Article 8. Amendments and Rezoning**

### **Section 8.1 Consideration by Planning Commission and County Council**

All proposed amendments to these regulations, official zoning map, or any other part of this document shall be reviewed by the Oconee County Planning Commission, who shall issue a recommendation to County Council. Upon receipt of the Planning Commission report, County Council shall act on the proposed amendment within sixty (60) days.

### **Section 8.2 Public Notice Requirements**

- (1) **Public Hearings-** County Council shall conduct all required public hearings for amendments and rezoning. No amendment to these regulations or official zoning map shall be considered for third and final reading until after the public notice and hearing requirements set forth in the South Carolina Code of Laws have been met.
- (2) **Notice of Hearing-** Notice of public hearing shall be published in a newspaper of general circulation at least 15 days prior to hearing. The notice shall carry an appropriate descriptive title and shall state the time, date, and place of the hearing. All interested parties shall be heard at the public hearing.
- (2) **Posting-** Pursuant to the provisions of the South Carolina Code of Laws, signs noting a proposed rezoning shall be posted on or adjacent to affected parcels along public thoroughfares. In the event less than 10 affected parcels are so situated as to share frontage along the same public thoroughfare, a sign shall be located on each parcel, provided no two (2) signs are closer than one hundred (100) feet of each other. In the event ten (10) or more affected parcels are so situated as to share frontage along the same public thoroughfare, or any number of parcels are located off of the public thoroughfare, signs shall be posted as close as is practical in a manner sufficient to insure due public notice. At a minimum, signs shall be posted at the beginning and end of any continuous shared public frontage, with no more than 1 mile between signs; at least one sign shall be visible from all directions in each intersection adjacent to a parcel for which rezoning is proposed.
- (3) **Notification of Property Owners-** A written notice containing all pertinent information related to any public hearing shall be sent by first class mail to the registered owner of each affected parcel at least fifteen (15) days prior to the event. For the purposes of this section, the name and address of the owner of the parcel shall be that listed on tax records maintained by the Oconee County Tax Assessor.
- (4) **Action by Council-** After conducting a duly advertised public hearing, county council shall consider all information presented at the hearing, staff review, and the recommendation received from the Oconee County Planning Commission, prior to making their decision.

**Section 8.2 Reconsideration of Request for Amendment-** When County Council shall have denied a request for an amendment to this ordinance, it shall not consider the same or a less restrictive reclassification for an amendment affecting the same property until one year from the date of said denial. A more restrictive classification is not subject to the one year period.

**Section 8.3 Effective Date of Change-** Any ordinance affecting a change in the text of the zoning ordinance or zoning maps shall become effective upon final adoption by Council.

**Section 8.4 Methods of Initial Rezoning-** Upon adoption of this ordinance, rezoning of a parcel or group of parcels shall be initiated by one of the following methods:

**(1) Method 1- Planning District Initiated by Citizens**

- A.** Any group of citizens living within any planning district described within this section may petition for initial rezoning for the entirety of their district. The Planning Districts, which are based on the approximate boundaries traditionally used by local fire stations as service areas, are as follows:

1. Oakway District
2. Salem District
3. Corinth-Shiloh District
4. Mountain Rest District
5. Walhalla District
6. Westminster District
7. Seneca District
8. Fair Play District
9. Long Creek District
10. Cleveland District
11. Kennee-Ebenezer
12. Friendship District
13. Cross Roads District
14. Picket Post-Camp Oak District
15. South Union District
16. West Union District
17. Kennee District

The boundaries of each Planning District shall conform to the exterior property line of all parcels lying within; in no instance shall a single parcel lie in more than one (1) Planning District. Parcels shall be assigned to a Planning District based on the location of its centroid, which shall be determined by the Oconee County Geographic Information System (GIS). The boundaries of the various Planning Districts are shown on the Map of Planning Districts, which shall be adopted as part of these standards.

- B.** Petitions by citizens to initiate a rezoning of an entire Planning District shall be made in the following manner:

**1. Citizen Petition-** Citizens wishing to amend the map of their Planning District shall acquire the signatures of a minimum of fifteen percent (15%) of the owners of parcels lying within the boundaries of the said planning district. The petition shall contain the following statement of support:

"I hereby certify that I own a parcel lying within the \_\_\_\_\_ Planning District, and I support the consideration of rezoning the entire district."

**2. Presentation to County Council-** If County Council finds the petition is within the parameters of the Zoning Enabling Ordinance, they may direct the Planning Commission and Planning Department to proceed with amending the zoning ordinance and map. Council may take first reading, in title only, on the zoning amendments at this time.

**3. Review of Land Use Map-** The Planning Commission shall undertake a review the district's portion of the Future Land Use Map.

**4. Initial Zoning Meeting in District-** Following the review of the Future Land Use Map, the Planning Department will schedule a public meeting to begin working with citizens to develop a proposed zoning map. Nominations for the District Planning Advisory Committee will be called for at this time.

**5. Appointment of District Planning Advisory Committee-** County Council will review the nominations for the District Planning Advisory Committee and appoint individuals to the committee. The Committee shall consist of seven owners of parcels lying within the district. The committee shall elect a chair who shall conduct committee meetings, call subsequent meetings as necessary, and set forth the agenda for subsequent meetings.

**6. Creation of proposed District Zoning Map-** With assistance from planning staff, the District Planning Advisory Committee will use the Future Land Use Map as a guide in creating proposed changes to the district's portion of the Official Zoning Map. All proposed amendments shall be chosen from the zoning districts and their corresponding regulations established in this ordinance.

**7. Planning Commission Review of proposed Zoning Map-** When completed, the Committee shall present their draft map to the Planning Commission for review. The Planning Commission shall review the changes to ensure that they are compatible with the Comprehensive Plan and forward their findings to County Council.

**8. Report to County Council-** County Council shall consider the proposed zoning map amendments and may take second reading on the ordinance at this time.

**9. Comment Period-** A comment period of no less than thirty (30) days shall be held at this time, during which the Planning Department shall mail a survey to all district property owners soliciting their opinion of the proposed changes.

**10. Consideration of survey results by County Council-** Upon the completion of the comment period and Planning Department survey, the



results shall be presented to County Council, who may schedule a public hearing on the proposed amendments. Once the public hearing has been completed, County Council may take third and final reading of an ordinance to amend the Planning Districts portions of the Official Zoning Map.

**11. Failed attempts to amend the zoning ordinance-** In the event County Council formally rejects a citizen-initiated petition to amend a Planning District's portion of the Official Zoning Map for any reason, a new attempt to amend the map through citizen petition shall not be considered sooner than two years from the date of Council's decision.

**(2) Method 2- Small Area Rezoning**

Any property owner, or group of property owners, may petition for initial rezoning, provided the parcels proposed for rezoning are contiguous and comprise no less than two hundred (200) acres in area, or shall constitute a platted subdivision with a total area of fifty (50) acres recorded in the office of the Oconee County Register of Deeds. This method of rezoning shall be initiated by a signed petition containing the signatures of a minimum of 60% of the affected property owners.

**(3) Method 3- County Initiated**

The governing body may at any time after adoption of these standards rezone any parcel or parcels owned or maintained by Oconee County. Additionally, County Council may at any time rezone any parcel or group of parcels to bring into compliance with the goals established in the Oconee County Comprehensive Plan.

**Section 8.5 Subsequent Rezoning**

- (1)** Subsequent to the initial change of zoning to any parcel or group of parcels following adoption of these regulations, any individual property owner may make application for rezoning of a parcel(s). All such rezonings shall be subject to the standards put forth in these regulations and South Carolina Code of Laws.
- (2)** Notwithstanding any effort to accomplish a prior rezoning, County Council may at any time rezone a parcel or group of parcels pursuant to the goals established in the Oconee County Comprehensive Plan.

## Article 9. General Provisions

### Section 9.1 Use Interpretation

- A. Each zoning district has uses permitted by right, conditional uses, and special exception uses. Lists are shown for each district placing uses under one of the three categories. Uses not expressly permitted are prohibited. The following describes the processes of each of the three categories that the uses are subject to:
1. **Uses Permitted by Right:** Administrative review and approval subject to district provisions and other applicable requirements only.
  2. **Conditional Uses:** Administrative review and approval subject to district provisions, other applicable requirements, and conditions outlined in this ordinance.
  3. **Special Exceptions:** The Board of Zoning Appeals review and approval is subject to any and all district provisions, other applicable requirements, and conditions of approval. Some Special Exceptions may also be subject to conditions in this ordinance. Those uses currently governed by the Unified Performance Standards Ordinance of Oconee County as special exceptions shall be governed by those standards unless otherwise noted in this ordinance.
- B. A mix of two or more uses on the same lot of record is permitted as long as both uses are listed as permitted within the zoning district. The requirements for the most restricted use shall apply. For example, if "Use A" is permitted by right and "Use B" is permitted with a Special Exception, then the property requires a Special Exception.

### Section 9.2 Zoning Map Interpretation

The map entitled *Oconee County Official Zoning Map*, as adopted by the Oconee County Council establishes the official zoning districts and overlay districts. Where uncertainty exists as to the boundaries of any district shown on the Official Zoning Map, the Zoning Official shall employ the following rules of interpretation.

- A. **Centerline:** Where a boundary line lies within and follows a street or alley right-of-way, a railroad right-of-way, or utility easement, the boundary shall be construed to be the centerline of such street or alley right-of-way, railroad right-of-way, or utility easement boundary. If such a street or alley right-of-way, railroad right-of-way, or utility easement forming the boundary between two separate zoning districts is abandoned or removed from dedication, the district boundaries shall be construed as following the edge of the abandoned or vacated road bed or utility easement.
- B. **Edge Line:** Where a boundary line follows the edge of a street or alley right-of-way, a railroad right-of-way, or utility easement, the boundary shall be construed to be on the centerline of such street or alley right-of-way, railroad right-of-way, or utility easement boundary.
- C. **Lot Line:** Boundaries indicated as approximately following lot lines shall be construed as following such lot lines.
- D. **County/Municipal Limits:** Boundaries indicated as approximately following

County/Municipal limits or extraterritorial boundary lines shall be construed as following the County/Municipal limits or extraterritorial boundary lines.

- E. **Watercourses:** Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such center lines.
- F. **Extensions:** Boundaries indicated as parallel to or extensions of street or alley rights-of-way, utility easements, lot lines, city limits, county lines, or extraterritorial boundaries shall be so construed.
- G. **Scaling:** In a case where a district boundary does not coincide with any boundary lines as above and no distances are described by specific ordinance, the boundary shall be determined by the use of the scale appearing on the map.
- II. In the event physical features existing on the ground, or actual property lines or other man-made boundary lines used to depict zoning district boundaries, are different than those shown on the Official Zoning Map, the Zoning Board of Appeals shall have the authority to interpret Zoning district boundaries.

### Section 9.3 Dimensional Requirements: General Provisions & Exceptions

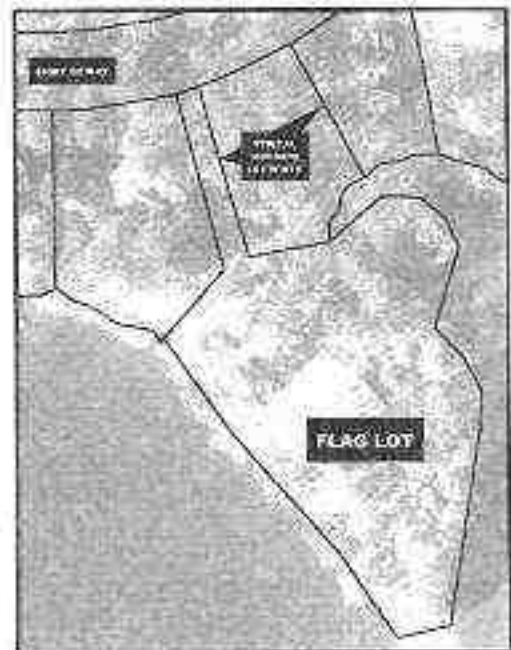
In addition to the dimensional requirements listed below and district dimensional requirements, further dimensional requirements may be set forth in Article 5 for those uses listed as conditional. The *control free district* shall be exempt from the provisions of this section.

#### (1) Lot Size & Configuration

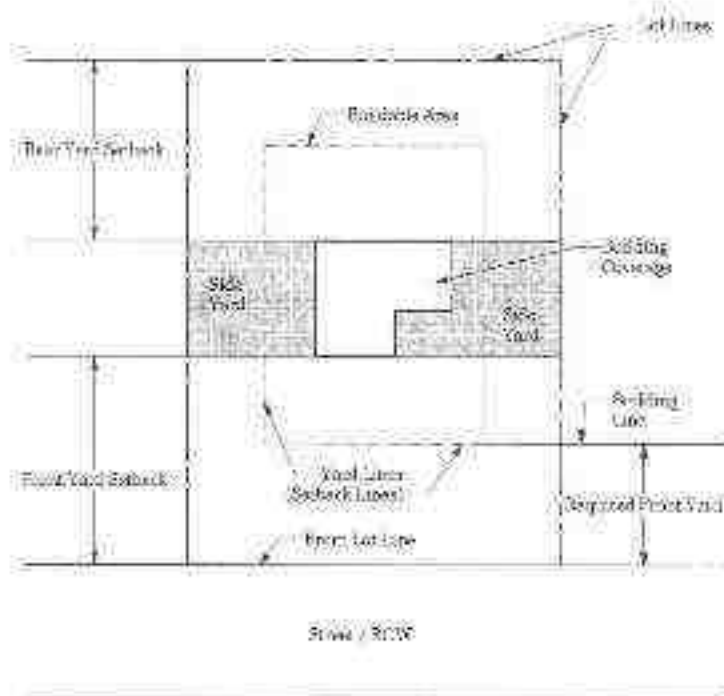
- A. Public utilities and government uses shall not be subject to the minimum lot size requirements, but shall meet the setback requirements.
- B. A flag lot shall contain no more than two (2) single-family dwellings and uninhabited accessory structures. Flag lots may be permitted under the following conditions:
  1. The maximum flagpole length shall be 500 feet.
  2. The minimum flagpole width shall be 30 feet.
  3. The front setback shall be measured from where the lot meets the district minimum width requirements.
  4. The flagpole portion of the lot shall not be used to calculate area, width, or setbacks of the lot or to provide off-street parking.
  5. There shall be no more than one (1) flag lot per each 4 lots, per subdivision or development.

#### (2) Setbacks

- A. The required front, side, and rear yards for individual lots shall be measured inward toward the center of said lot from all points along the respective front, side, and rear property lines of the lot. Once the yard areas of a given lot have been

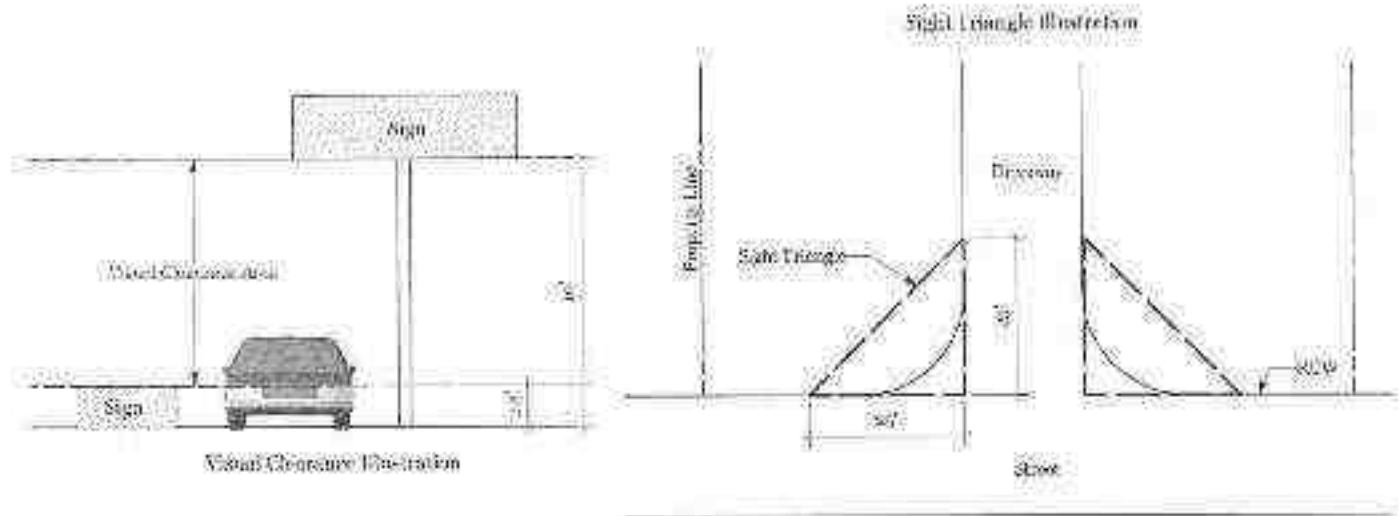


established, the remaining area of the lot which is not included in any required front, side, or rear lot shall be known as the "buildable" area within which the approved structure(s) shall be placed.



- B. Where a property abuts a street right-of-way, the setback shall be measured from the right-of-way line.
- C. Corner lots shall be considered to have two fronts and shall meet the front setback for the district.
- D. Front yard setbacks for double frontage lots shall be provided for both streets upon which the lot has frontage, and any accessory use(s) shall be prohibited from the required front yard setback of the street upon which the principal building fronts.
- E. The placement of any material shall not obstruct the view between access drives and streets, or the intersecting streets of a corner lot. No fence, building, wall or other structure, (excepting single trunk trees less than 12" in diameter, pruned to a height of eight (8) feet, and poles and support structures less than 12" in diameter), shall exist between a height of two and one-half (2.5) feet and eight (8) feet above the upper face of the nearest curb (or street centerline if no curb exists) and the sight triangle. For a corner lot, the sight triangle area is the area bounded on two sides by the street right-of-way lines, each having a length of 25 feet, and a third side connecting the two right-of-way sides. For an intersecting street and driveway, the sight triangle is formed by measuring from the point of intersection of the right-of-way and the edge of drive the distance of twenty-five (25) feet and connecting the points so established to form a triangle on the area of the lot adjacent to the street. Note that road design criteria concerning sight distances is

governed by the standards in Chapter 32, Unified Performance Standards of the Oconee County Code of Ordinances.



- F. Any garage door shall be setback a minimum of 20 feet from the property line that it faces so that vehicles may be parked in the driveway without encroaching into the right-of-way. If the district setback is greater than 20 feet, then the more restrictive setback shall prevail.
- G. The side and rear setbacks in the CCD and HCD shall not apply to the shared property line of attached buildings.
- H. The space in any required yard shall be open and unobstructed except for the ordinary projections of window sills, cornices, eaves, window air conditioning units, and other architectural features, provided that such features shall project no more than two (2) feet into any required yard.
- I. Steps and heating and cooling units may project into a required yard a distance not to exceed five (5) feet but no closer than three feet of a property line. Fences, free standing walls, hedges, and septic lines may be located in any setback, so long as they remain on the property.
- J. Any proposed new residential structure or subdivision, or commercial use which shares a property line with a parcel that contains an existing poultry house shall be set back off the property line a distance of 300 feet.

#### **Section 9.4 Height**

- A. The height of a building or structure shall be measured according to methods provided for in adopted building codes. The height of a tree shall be measured as the distance from the ground at the base to the highest point of vegetation.

- B. The height limitations of this title shall not apply to the following:
1. Belfries
  2. Chimneys
  3. Church spires
  4. Conveyors
  5. Cooling towers
  6. Cupolas
  7. Domes
  8. Elevator bulkheads
  9. Fire Towers
  10. Flag Poles
  11. Ornamental towers and spires
  12. Public monuments
  13. Public utility poles
  14. Silos
  15. Skylights
  16. Smoke stacks
  17. Stage towers or scenery lifts

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

- C. Communication towers, antennas, and water tanks shall be exempt from district height requirements in these standards, but shall instead be subject to standards provided for in the DeWnee County Unified Performance Standards Ordinance; however, all other district dimensional standards shall apply as specified.

**Section 9.5 Other Requirements-** In addition to Zoning District Regulations see the following Sections for other requirements:

- A. See Article 5 for Conditional Uses
- B. See Article 7 for Special Exceptions
- C. See Appendix A for specifications on Landscaping, Buffering, Parking, Lighting, and Signage



## **Article 10. Zoning Districts**

### **Section 10.1 Establishment of Base Zoning Districts**

Base zoning districts are created to provide comprehensive land use regulations throughout Oconee County. There are 9 base zoning districts that provide for a variety of uses that are appropriate to the character of the areas in which they are located in accordance with the Oconee County Comprehensive Plan. For the purpose of this Ordinance, Oconee County is hereby divided into the following base zoning districts. These districts shall comply with all of the general and specific requirements of this Ordinance.

- **Control Free District: CFD**
- **Conservation District: CD**
- **Rural Residential District: RRD**
- **Agricultural District: AD**
- **Traditional Rural District: TRD**
- **Residential District: RD**
- **Lake Residential District: LRD**
- **Community Commercial District: CCD**
- **Highway Commercial District: HCD**
- **Industrial District: ID**

**Section 10.2 Control Free District (CFD)**– The usage of parcels within areas designated as “control free” shall not be regulated by this ordinance; however, said usage shall comply with all adopted performance standards, overlay districts, or any other applicable ordinance of Oconee County. The Control Free District is intended to be the initial zoning district for all parcels within the jurisdiction at the time of adoption only; any parcel subsequently rezoned to any other district shall not be as part of the Control Free District at any future date.

### Section 10.3 Traditional Rural District (TRD)

#### Title: Traditional Rural District

**Definition:** Parcels located in areas with little or no commercial, industrial, or other significant development; residential development is primarily limited to single-family dwellings. Public infrastructure is limited.

**Intent:** This district is meant to provide for a continuation of traditional lifestyles in sparsely populated areas with low intensity development, and to preserve the character of more remote rural areas. Additionally, residents of Traditional Rural areas typically have access to fewer public conveniences than more urban areas, but retain greater freedom in the manner in which they use their land.

#### A. Uses

##### *Permitted Uses*

- Automobile Services and Repair
- Air strips (private use)
- Agricultural production, crops
- Agricultural support services
- Animal Services
- Bed and Breakfast
- Building & special trade contractors
- Cemeteries
- Civic, fraternal, professional, & political organizations
- Day Care Facilities
- Emergency services
- Farms & ranches, general
- Farm supply stores
- Commercial fishing, hunting, trapping
- Forestry/Silviculture
- Fuel supply services
- Greenhouses & nurseries, commercial
- Golf courses & country clubs
- Government buildings (excluding correctional facilities)
- Health care services (excluding hospitals)
- Landscape services
- Libraries
- Lumber & saw mills
- Marinas
- Museums, historical sites, sightseeing, & similar institutions
- Office uses, general (up to 2,500 square feet)
- Personal care services
- Places of worship
- Public & private parks & recreation (indoor & outdoor)
- Public & private utilities
- Residential care facilities
- Roadside Markets

- Schools, elementary & secondary
- Schools, college & university
- Schools, instructional
- Schools, vocational
- Single-family detached residential
- Taxidermy & wild game processing
- Warehousing & storage (indoor, excluding mini-storage)

**Conditional Uses (See Article 5 for Conditions)**

- Conservation subdivisions
- Home occupations
- Restaurants (up to 2,500 square feet)

**Special Exceptions (See Article 7 for Special Exceptions)**

- Communications towers
- Gun clubs & skeet shooting ranges
- Major Subdivisions (greater than 10 residential units)
- Mining
- Outdoor Markets
  - Setbacks from the road way shall be a minimum of 50 feet.
  - Parking shall be in a clearly designated area apart from the merchant stands.
  - Fire Access shall be maintained throughout the entire outdoor market with
  - Fire lanes and thoroughfares that are a minimum of 20 feet wide
- Retail uses (up to 5,000 square feet excluding alcohol sales)
- Restaurants (greater than 2,500 square feet)
- Group Homes
- Solid waste landfill (excluding hazardous waste)
- Waste management services (excluding hazardous waste)

**Dimensional Requirements\***

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1/2 acre (21,780 sf)	2 dwellings per acre	80	35	10	20	65
Non-residential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	1/2 acre (21,780 sf)	80	35	10	20	65	

\*See Article 9 for general provisions and exceptions to Dimensional Requirements.

**Section 16.4 Rural Residential District (RRD)****Title:** Rural Residential District**Definition:** Those areas wanting to protect the rural nature of their community but allow for limited residential growth.**Intent:** The intent of this district is to allow for residential development rural areas that wish to minimize the impact of dense residential development.**(A) Uses****Permitted Uses**

- Agricultural production, crops
- Cemeteries, family & accessory (excluding principal use)
- Emergency services
- Farms & ranches, general
- Forestry
- Government buildings (excluding correctional facilities)
- Public & private parks & recreation (indoor & outdoor)
- Public & private utilities (excluding electric generation, steam, & air supply)
- Roadside Markets
- Single-family detached residential

**Conditional Uses (See Article 5 for Conditions)**

- Conservation subdivisions
- Home occupations

**Special Exceptions**

- Bed & Breakfast Inns
- Communications towers
- Museums, historical sites, sightseeing, & similar institutions

**Dimensional Requirements\***

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	5 acres	1 dwelling per 10 acres	400	35	20	50	65
Non-residential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	10 acres	600	35	20	50	65	

\*See Article 9 for general provisions and exceptions to Dimensional Requirements.



**Section 10.5 Conservation District (CD)****Title:** Conservation District**Definition:** Those areas designated for preservation and protection.**Intent:** This district is intended to protect and promote the continuation of Oconee's natural resources.**(B) Uses****Permitted Uses**

- Agricultural production, crops
- Cemeteries, family & accessory (excluding principal use)
- Emergency services
- Farms & ranches, general
- Forestry
- Government buildings (excluding correctional facilities)
- Public & private parks & recreation (indoor & outdoor)
- Public & private utilities (excluding electric generation, steam, & air supply)
- Roadside Markets
- Single-family detached residential

**Conditional Uses (See Article 5 for Conditions)**

- Conservation subdivisions
- Home occupations

**Special Exceptions**

- Bed & Breakfast Inns
- Communications towers
- Museums, historical sites, sightseeing, & similar institutions

**Dimensional Requirements\***

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	10 acres	1 dwelling per 10 acres	600	35	20	50	65
Non-residential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	10 acres	600	35	20	50	65	

\*See Article 9 for general provisions and exceptions to Dimensional Requirements.

**Section 10.6 Agriculture District (AD)**

**Title:** Agriculture District

**Definition:** Those areas in which rural lifestyles have traditionally been and continue to be intertwined with agricultural activity and production which has a significant economic impact to the area and Oconee County.

**Intent** – Agricultural districts are intended for the protection of farm land in Oconee County while ensuring sufficient residential and commercial development opportunities exist to serve the needs of citizens living in those areas.

**(A) Uses*****Permitted Uses***

- Automobile Services
- Agricultural production, crops
- Agricultural support services
- Animal Services
- Building Materials & Supply
- Building & special trade contractors
- Cemeteries, family & accessory (excluding principal use)
- Civic, fraternal, professional, & political organizations
- Day Care Facilities
- Emergency services
- Farms & ranches, general
- Farm supply stores
- Commercial fishing, hunting, trapping
- Forestry/Silviculture
- Fuel supply services (excluding truck stops)
- Greenhouses & nurseries, commercial
- Government buildings (excluding correctional facilities)
- Health Care Services (excluding hospitals)
- Landscape services
- Lumber & saw mills
- Marinas
- Museums, historical sites, sightseeing, & similar institutions
- Office Uses (less than or equal to 2,500 square feet)
- Personal Care Facilities
- Places of worship
- Public & private parks & recreation (indoor & outdoor)
- Public & private utilities
- Residential care facilities
- Restaurants (less than or equal to 2,500 square feet)
- Roadside Markets
- Schools, elementary, secondary, and continuing education facilities
- Single-family detached residential
- Taxidermy & wild game processing
- Warehousing & storage (indoor, excluding mini-storage)



**Conditional Uses (See Article 5 for Conditions)**

- Bed & Breakfast Inns
- Conservation subdivisions
- Home occupations

**Special Exceptions**

- Communications towers
- Commercial gun clubs & skeet shooting ranges
- Mining
- Group Homes
- Solid waste landfill (excluding hazardous waste)
- Waste management services (excluding hazardous waste)

**Dimensional Requirements<sup>1</sup>**

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1 acre (43,560 sf)	1 dwelling per acre	100	35	10	30	40
Non-residential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	1 acre (43,560 sf)	100	35	10	30	65	

<sup>1</sup>See Article 9 for general provisions and exceptions to Dimensional Requirements.

**Section 10.7 Residential District (RD)****Title:** Residential District**Definition:** Those areas where the primary land use is single family residential.**Intent:** This district is intended to provide for residential single family development in the county and for those related uses that are normally associated with residential communities. Those uses that may generate negative secondary effects impacting life shall be discouraged.**(A) Uses****Permitted Uses**

- Agricultural production, crops & horses (excluding all other livestock)
- Cemeteries, family & accessory (excluding principal use)
- Emergency services
- Forestry
- Golf courses & country clubs
- Government buildings (excluding correctional facilities)
- Libraries
- Places of worship
- Public & private parks & recreation (indoor & outdoor)
- Public & private utilities (excluding electric generation, steam, air supply & water/sewer treatment)
- Residential care homes
- Roadside Markets
- Schools, elementary & secondary
- Single-family detached residential
- Subdivisions

**Conditional Uses (See Article 6 for Conditions)**

- Conservation subdivisions
- Home occupations (residential)

**Special Exceptions**

- Bed & Breakfast Inns
- Marinas
- Multi-Family Residential Development

**Dimensional Requirements\***

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
1/4 acre (10,890 sf) Utilities Available		4 dwellings per acre	80	25	5	10	65

	1/2 acre <b>Utilities not available</b>	2 dwellings per acre	80	25	5	10	65
<b>Non- residential Uses</b>	<b>Minimum Lot Size</b>		<b>Minimum Yard Requirements</b>			<b>Max. Height</b>	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	1/4 acre or 1/2 acre depending on availability of utilities	80	15	10	30	65	

\*See Article 9 for general provisions and exceptions to Dimensional Requirements.

**Section 10.8 Lake Residential District (LRD)****Title:** Lake Residential District**Definition:** Those areas around the Lakes where the primary land is single family residential with limited multi-family residential use.**Intent:** This district is intended to provide for residential single family development around the Lakes and for those related uses that are normally associated with lake residential communities. Those uses that may generate negative secondary effects impacting the quality of life shall be discouraged.**(A) Uses****Permitted Uses**

- Emergency services
- Forestry
- Golf courses & country clubs
- Public & private parks & recreation (indoor & outdoor)
- Public & private utilities (excluding electric generation, steam, air supply & water/sewer treatment)
- Single-family detached residential
- Single-family subdivisions

**Conditional Uses (See Article 5 for Conditions)**

- Conservation subdivisions
- Home occupations

**Special Exceptions**

- Bed & Breakfast Inns
- Marinas
- Multi-Family residential development

**Dimensional Requirements (\*)**

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1/4 acre (10,890 sf) Utilities Available	4 dwellings per acre	80	25	5	10	40
	1/2 acre Utilities not available	2 dwellings per acre	80	25	5	10	65
Non-residential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	1/4 acre or 1/2	80	35	10	30	85	

	acc. depending on availability of utilities					
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\*See Article 9 for general provisions and exceptions to Dimensional Requirements.

**Section 10.9 Community Commercial District (CCD)**

**Title:** Community Commercial District

**Definition:** Those areas well suited to supporting low-intensity commercial activity centered around providing services to the adjacent community.

**Intent:** This district is intended to protect rural areas, while allowing for the development of commercial and business establishments that are low-intensity and provide basic goods and services to the surrounding community.

**(A) Uses*****Permitted Uses***

- Agricultural production, crops
- Animal services
- Auditoriums/Indoor public assembly
- Automotive parking & garages (as a principal use)
- Automotive services & gas stations (excluding truck stops)
- Banks
- Building & special trade contractors
- Bus & transit terminals & stops
- Cemeteries, family & accessory (excluding principal use)
- Civic, fraternal, professional, & political organizations
- Day care centers
- Emergency services
- Farm supply stores
- Financial services & offices
- Forestry
- Funeral homes & services
- Greenhouses & nurseries, commercial
- Government buildings (excluding correctional facilities)
- Health care services
- Landscape services
- Libraries
- Laundry & dry cleaning services
- Marinas
- Mixed use buildings
- Museums, historical sites, sightseeing, & similar institutions
- Office general (up to 10,000 square feet)
- Personal care services
- Places of worship
- Public & private parks & recreation (indoor & outdoor)
- Public & private utilities (excluding electric generation, steam, & air supply)
- Railroad stations
- Residential care facilities
- Restaurants
- Retail uses (up to 5,000 square feet, excluding alcohol sales)
- Roadside Markets

- Schools, elementary & secondary
- Service uses (indoor, up to 5,000 square feet)
- Single-family detached residential
- Telecommunications (excluding towers)

**Conditional Uses (See Article 5 for Conditions)**

- Bed & Breakfast
- Home occupations (commercial)

**Special Exceptions**

- Communications towers
- Liquor stores
- Mini-warehouses
- Outdoor markets
- Retail uses (5,000-50,000 square feet)

**Dimensional Requirements\***

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1 acre (43,560 sf)	1 dwelling per acre	100	25	5	10	40
Non-residential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	1 acre (43,560 sf)	100	25	5	10	40	

\*See Article 9 for general provisions and exceptions to Dimensional Requirements.



**Section 10.10 Highway Commercial District (HCD)****Title:** Highway Commercial District**Definition:** Those areas well suited for higher intensity more regional scale commercial activity typically found adjacent to major highways and intersections.**Intent:** This district is intended to provide commercial goods and services to a larger service area at a more regional scale. The uses are much more intense than what would be expected in a community commercial district.**(A) Uses*****Permitted Uses***

- Air strips & Airports
- Agricultural production, crops
- Agricultural support services
- Animal services
- Auditorium/Indoor public assembly
- Automotive parking & garages (as a principal use)
- Automotive sales & rental
- Automotive services & gas stations (no major repair or long term vehicle storage)
- Banks
- Bed and Breakfast
- Building & special trade contractors
- Bus & transit terminals & stops
- Cemeteries
- Civic, fraternal, professional, & political organizations
- Convenience stores
- Day care centers
- Distribution
- Emergency services
- Farms & ranches, general
- Farm supply stores
- Financial services & offices
- Forestry/Silviculture
- Fuel supply services
- Funeral homes & services
- Greenhouses & nurseries, commercial
- Golf courses & country clubs
- Government buildings (excluding correctional facilities)
- Health care services
- Hospitals
- Hotels, motels, & inns
- Landscape services
- Libraries
- Laundry & dry cleaning services
- Marinas
- Mixed use buildings

- Motion picture & sound industries
- Movie theater
- Multi-family
- Museums, historical sites, sightseeing, & similar institutions
- Pawn shops
- Personal care services
- Places of worship
- Professional offices
- Public & private parks & recreation (indoor & outdoor)
- Public & private utilities (excluding electric generation, steam, & air supply)
- Railroad stations
- Research facilities
- Residential care facilities
- Restaurants
- Retail uses (up to 50,000 square feet excluding alcohol sales)
- Roadside Markets
- Rooming & boarding houses
- Schools, elementary & secondary
- Schools, college & university
- Schools, instructional
- Schools, vocational
- Service uses (indoor)
- Single-family detached residential
- Telecommunications (excluding towers)
- Warehousing & storage
- Wholesale trade

*Conditional Uses (See Article 5 for Conditions)*

- Conservation subdivisions
- Home occupations
- Hunting & fishing camps, temporary
- Light Manufacturing

*Special Exceptions (See Article 7 for Special Exceptions)*

- Communications towers
- Gun clubs & scout shooting ranges
- Liquor stores
- Manufactured home parks
- Mini-storage
- Outdoor markets
- Retail uses (more than 50,000 square feet)

**3.10.3 Dimensional Requirements\***

<b>Residential Uses</b>	<b>Density &amp; Lot Size</b>			<b>Minimum Yard Requirements</b>			<b>Max. Height</b>
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1/6 acre (7,260 sf)	6 dwellings per acre	70	25	5	10	65
<b>Non-residential Uses</b>	<b>Minimum Lot Size</b>		<b>Minimum Yard Requirements</b>			<b>Max. Height</b>	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	1/4 acre (10,890 sf)	70	30	5	10	65	

\*See Article 9 for general provisions and exceptions to Dimensional Requirements.

**Section 10.11 Industrial District (ID)****Title:** Industrial District**Definition:** Those areas suited for light and/or heavy industries.**Intent:** The intent of this district is to provide for the industrial and commercial needs of Oconee County while protecting other uses from potential negative impacts associated with such activities.**(A) Uses*****Permitted Uses***

- Air strips & Airports
- Agricultural production, crops
- Agricultural support services
- Animal Services
- Automotive parking & garages (as a principal use)
- Automotive services & gas stations (excluding truck stops)
- Building & special trade contractors
- Bus & transit terminals & stops
- Cemeteries
- Distribution
- Emergency services
- Forestry
- Government buildings
- Lumber
- Manufactured home dealers
- Marinas
- Mini-warehouses
- Museums, historical sites, sightseeing, & similar institutions
- Professional offices
- Public parks & recreation
- Public & private utilities
- Railroad stations
- Research facilities
- Schools, vocational, business, & professional trade
- Service uses (indoor)
- Spectator Spots
- Telecommunications (excluding towers)
- Warehousing & storage (indoor)
- Waste management services (excluding hazardous waste)
- Wholesale trade

***Conditional Uses (See Article 5 for Conditions)***

- Manufacturing, heavy
- Manufacturing, light
- Restaurants

*Special Exceptions (See Article 7 for Special Exceptions)*

- Communications towers
- Correctional facilities
- Crematories
- Fuel supply services (excluding gas stations)
- Lumber and Saw Mills
- Restaurants
- Salvage yard, junkyard, & recycling operations
- Solid waste landfill (excluding hazardous waste)

**Dimensional Requirements\***

ID District	Minimum District Size		Minimum District Buffer			Max. Height
	10 Acres		50 feet			60 feet
Non-residential Uses (interior lots)	Minimum Lot Size		Minimum Yard Requirements			Max. Height
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1/2 acre (21,780 sf)	90	30	10	15	60

\*See Article 9 for general provisions and exceptions to Dimensional Requirements.

## Article 11. Overlay Districts

The following overlay districts are hereby created to guide development within areas of Oconee County deemed to be of extraordinary value to its citizens. The standards applicable within the boundaries of the various overlays are intended to encourage and maintain positive attributes, while limiting the negative effects associated with unmanaged growth.

### Section 11.1 Lake Overlay District

#### Title: Lake Overlay District

**Definition:** The Lake Overlay is not intended to be a separate zoning district, but shall be assigned to the shoreline areas of Oconee County lakes that are considered by County Council to be vital to the economic prosperity and general well being of all county citizens.

**Intent:** This overlay is intended to protect water quality, maintain natural beauty, and limit secondary impacts of new development that may negatively affect the lifestyles of those living near the lakeshore.

**Boundary:** The boundaries of the Lake Overlay District are shown on the Official Oconee County Zoning Map, and are divided into the following sub-districts:

- a. Keowee/Jocassee Overlay (Lakes Keowee and Jocassee)

#### Standards:

##### a. Keowee/ Jocassee Overlay (Lakes Keowee and Jocassee)-

The following standards shall apply within thirteen hundred (1,500) feet of the full pond contour of Lake Keowee and Lake Jocassee, to be measured along a perpendicular line from the full-pond contour:

1. No single-family or multi-family development shall have a net density greater than 4 dwelling units per acre.
2. No structure constructed in the overlay shall have a building height greater than 65 feet above finished grade. In no circumstances shall the grade elevation be altered beyond that necessary to provide for structural soundness. For the purposes of this section, unless otherwise stated, all dimensions, heights, elevations and other specifications related to structures shall be measured in accordance with adopted building codes.
3. A natural vegetative buffer shall be established on all parcels for which any county-issued permit is issued, to be inspected as part of the initial inspection typically performed by County personnel. The buffer shall extend to a depth of twenty-five (25) feet measured along a perpendicular line from the full-pond contour, and shall meet all standards established for natural buffers contained in the Subdivision Regulations Chapter of the Unified Performance Standards, as amended.



**Section 11.2 I-85 Overlay District**

**Title: I-85 Overlay District**

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

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

**Boundary:** The boundaries of the I-85 Overlay District shall be shown on the Official Oconee County Zoning Map.

The I-85 Overlay District shall be divided into the following sub-districts:

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

**Regulations:**

- (1) No new residential subdivision development consisting of more than ten (10) residential housing units proposed for any sub-district of the I-85 Overlay District shall have a gross density greater than one (1) dwelling unit per five (5) acres.
- (2) The regulations contained within Appendix A of this Ordinance shall apply in their entirety to all non-residential uses within the Carolina Gateway (Interstate 85), excluding agriculture uses.

## Article 12. Terms and Definitions

**Section 12.1 Rules of Construction and Interpretation of Terms** - The following rules shall govern the interpretation of words and phrases used in this chapter.

- A. Customary meanings of words.** The words and phrases used in this chapter shall have their customary meanings except for specific words and phrases.
- B. Tense.** The present tense includes the future tense.
- C. Number.** The singular number includes the plural number, and the plural number includes the singular number.
- D. Person.** The word "person" includes a firm, association, partnership, trust, company, corporation or any other entity usually defined in legal usage as a person.
- E. Shall and may.** The word "shall" is mandatory; the word "may" is permissive.
- F. Used and occupied.** The word "used" or "occupied" include the words "intended, designed or arranged to be used or occupied."
- G. Building.** The word "building" includes all structures of every kind, except fences and walls regardless of similarity to buildings.
- H. Used for.** The term "used for" shall include the phrases: arranged for, designed for, intended for, and occupied for.
- I. Lot.** The word "lot" shall include the words: piece, tract, and plot.
- J. 'Contiguous' as applied to lots.** The word "contiguous" shall be interpreted as meaning sharing a common lot boundary at any point, and not separated by an intervening public street or alley.
- K. 'Contiguous' as applied to planning districts or zoning classifications.** The word "contiguous" shall be interpreted as meaning: sharing a common boundary at any point, disregarding any intervening public street or alley.
- L. 'On the premises of.'** The phrase "on the premises of" as applied to accessory uses or structures shall be interpreted to mean: on the same lot or on a contiguous lot in the same ownership.

**Section 12.2 Definitions** - Except where specifically defined herein, all words used in this Ordinance shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word shall is mandatory, not directory.

**Abandoned Sign:** a sign which is not being maintained as required by SC Code of Laws 57-25-110, or which is overgrown by trees or other vegetation not on the road right-of-way, or which has an obsolete advertising message or no advertising message for a period of six months. Any public service signage shall not be considered abandoned under this definition.

**Abutting:** having property or district lines in common; i.e., two lots are abutting if they have property lines in common. Lots are also considered to be abutting if they are directly opposite each other and separated by a street, alley, railroad right-of-way, or stream.

**Access:** a way of approaching or entering a property. Access also includes ingress, the right to enter and egress, the right to leave.

**Accessory Building or Use:** a building or use, not including signs, which is:

- A. Conducted or located on the same zoning lot as the principal building or use, except as may be specifically provided elsewhere in the ordinance;
- B. Clearly incidental to, subordinate in area and purpose to, and serves the principal use; and
- C. Either in the same ownership as the principal use or is clearly operated and maintained solely for the comfort, convenience, necessity, or benefit of the occupants, employees, customers, or visitors of or to the principal use.

**Addition (to an existing building):** means an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction, unless the addition, renovation or reconstruction to any building, that was constructed prior to the initial Flood Insurance Study for that area, and the addition, renovation or reconstruction does not equal 50% of the present market value of the structure. Where a fire wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.

**Adult Entertainment Establishment (Sexually Oriented Business):** includes clubs and eating and drinking establishments with nude or semi-nude entertainment or dancing; physical culture establishments, such as but not limited to, masseurs, massage parlors, etc.; and establishments that include adult bookstores, adult motion picture theaters, adult motels and hotels, and other similar establishments which depict or emphasize sexual activities and/or nudity.

**Affected land** (relating to mining): the surface area of land that is mined, the surface area of land associated with a mining activity so that soil is exposed to accelerated erosion, the surface area of land on which overburden and waste is deposited, and the surface area of land used for processing or treatment plant, stockpiles, nonpublic roads, and settling ponds.

**Agriculture:** the practice of cultivating the soil, producing crops, and raising livestock; such as but not limited to dairying, pasturage, viticulture, horticulture, hydroponics, floriculture, aquaculture, truck farming, orchards, forestry, and animal and poultry husbandry. However, the operation of any accessory uses shall be secondary to that of the normal agricultural activities.

**Airport:** any area of land or water which is used or intended for use for the landing and taking off of aircraft, and any appurtenant areas which are used or intended for use for airport buildings or other airport facilities or rights-of-way, including all necessary taxiways, aircraft storage and tie-down areas, hangars, and other necessary buildings and open spaces.

**Alley:** a public or private right-of-way primarily designed to serve as secondary access to the side or rear of those properties whose principal frontage is on a street and is not intended for general traffic.

**Alter:** to make any structural changes in the supporting or load-bearing members of a building, such as bearing walls, columns, beams, girders, or floor joists.

**Apartment:** a room or suite of rooms intended for use as a residence by a single household or family. Such a dwelling unit may be located in an apartment house, duplex, or as an accessory use in a single family home or a commercial building.

**Apartment House:** a building containing three (3) or more dwelling units, except where permitted as an accessory use.

**Area of special flood hazard:** is the land in the floodplain within a community subject to a one percent or greater chance of being flooded in any given year.

**Assembly:** a joining together of completely fabricated parts creating a finished product.

**Automobile Service Station (Gas Station):** any building or land used for the dispensing, sale, or offering for sale at retail any automobile fuels along with accessories such as lubricants or tires, except that car washing, mechanical and electrical repairs, and tire repairs shall only be performed incidental to the conduct of the service station and are performed indoors. There shall be no fuel pumps within fifteen (15) feet of any property line or street right-of-way and incidental activities shall not include tire retreading, major bodywork, major mechanical work, or upholstery work.

**Awning, Canopy, Marquee:** a roof-like cover that is temporary or portable in nature and that project from the wall of a building for the purpose of shielding a doorway or window from the elements. Canopies and marquees are rigid structures of a more permanent nature attached to a building or supported by columns extending to the ground.

**Bed and Breakfast:** a form of temporary housing for travelers with breakfast included, but no other meals available. There is no restaurant, but a dining room may be used by overnight guests only, which is open only during breakfast hours. The owner must be a resident.

**Billboard:** large format outdoor advertising displays or signs intended for viewing from extended distances. Billboards include but are not limited to 30-sheet posters, 8-sheet posters, vinyl-wrapped posters, bulletins, wall murals, and stadium / arena signage as defined by the Outdoor Advertising Association of America. Typically the sign area of a billboard ranges anywhere from 50 square feet to 672 square feet.

**Board of Zoning Appeals:** a local body, created by ordinance, whose responsibility is to hear appeals from decisions of the Zoning Administrator and to consider requests for variances from the terms of the Zoning Ordinance.

**Boarding House:** a building other than a hotel, inn, or motel, where, for compensation, meals are served and lodging is provided.

**Buffer:** a portion of property designated to mitigate impacts between land uses or transportation routes, or to protect water features from pollutants.

**Buffer, Undisturbed Natural:** an area consisting of an undisturbed, maintenance-free, self-perpetuating stand of vegetation comprised of indigenous shrubs, flowers, wild grasses, and trees.

**Buffer, Natural Vegetative:** plants, trees, and vegetation that normally survive in Oconee County without the need of fertilizers, herbicides, or pesticides.

**Buildable Area (Building Envelope):** the space remaining on a zoning lot after the minimum open space requirements (yards, setbacks) have been met.

**Building:** any structure enclosed and isolated by exterior walls constructed or used for residence, business, industry, or other public or private purposes, or accessory thereto, and

including tents, lunch wagons, dining cars, trailers, mobile homes, and attached or unattached carports consisting of roof and supporting members, and similar structures whether stationary or movable.

**Building, Accessory:** see Accessory Building or Use.

**Building Footprint:** the portion of a lot's area that is enclosed by the foundation of buildings, plus any cantilevered upper floor.

**Building Height:** the vertical distance measured from the average elevation of the finished grade at the front of the building to the highest point of the building. Spires, cupolas, chimneys, antennae attached to a building, and/or projections from buildings, radios, TV, communications, telecommunication, and water towers are not to be included in the calculations of building height.

**Building Lot Coverage:** the amount of net lot area or land surface area, expressed in terms of a percentage that is covered by all principal buildings.

**Building Nameplate:** a sign, located on the premises, giving the name or address, or both, of the owner or occupant of a building or premises.

**Building, Principal (Main):** a building in which is conducted the principal use of the plot on which it is situated.

**Building Setbacks:** the minimum distance from the property line to closest projection of the exterior face of buildings, walls, or other form of construction (i.e. decks, landings, terraces, porches, and patios on grade).

**Building Setback Line (Front Yard Setback):** the line on the front, rear, and sides of a lot, set according to the district regulations, which delineates the areas upon which a structure may be built or maintained. At the time of application, all yard setbacks are determined from the most recent Oconee County Tax Map.

Front yard setback - shall be measured from the roadway right-of-way as shown on tax maps.

Side and Rear yard setbacks - shall be measured from the property lines as shown on tax maps.

Corner lot setbacks - shall be measured from the roadway right-of-ways it is adjacent to as On a flag lot the "building setback line" runs parallel to the street and is measured from the point in the main portion of the lot (i.e. the "flag" part of the lot, not the "pole" part), which is closest to the street. (The minimum lot width must be met in this area, as well. Therefore, if the point closest to the street is a corner rather than a line, the setback will have to extend as far as necessary to meet the required minimum lot width!)

**Built-Up Area:** built-upon areas shall include that portion of a development project that is covered by impervious or partially impervious surfaces, including buildings, pavement, gravel roads, recreation facilities (e.g. tennis courts), etc. (Note: Wooden slatted decks, golf courses, and the water area of a swimming pool are not considered built-upon area.)

**Camp or Care Center:** a facility licensed by the State of North Carolina, which consists of one or more buildings, located on at least twenty (20) acres of land, which provides



accommodations for more than nine (9) individuals and where the activities of those individuals predominantly occur in supervised groups.

**Campground:** land upon which, for compensation, shelters (such as tents, travel trailers, and recreational vehicles) are erected or located for occupation by transients and/or vacationers. They may include such permanent structures and facilities as are normally associated with the operation of a campground.

**Car Wash:** a building or portion thereof, containing facilities for washing automobiles or other vehicles, using production line methods with a chain conveyor, blower, or other mechanical devices; or providing space, water, equipment, or soap for the complete or partial hand washing of automobiles, whether washing is performed by the operator or by the customer.

**Centerline:** a line along the center of a road, highway, river, creek, or property that equal divides the object into two equal parts; a line running through the middle.

**Centroid:** The geometric center of a polygon. In spatial information systems (GIS), the centroid is a point in a polygon to which attribute information about that specific area is linked. It is the "center of gravity" or mathematically exact center of an irregularly shaped polygon. The centroid is the center.

**Certificate of Occupancy:** official certification that a premise conforms to provisions of the Zoning Ordinance (and State Building Code) and may be used or occupied. Such a certificate is granted for new construction or for alterations or additions to existing structures or a change in use. Unless such a certificate is issued, a structure cannot be occupied, but a certificate may be issued for a portion of a structure ready for occupancy, such as separate dwelling or commercial units in a structure with multiple units.

**Club or Lodge (Private, Nonprofit, Civic, or Fraternal):** A nonprofit association of persons, who are bona fide members paying dues, which owns, hires, or leases a building, or portion thereof, the use of such premises being restricted to members and their guests. The affairs and management of such "private club or lodge" are conducted by a Board of Directors, executive committee, or similar body chosen by the members. It shall be permissible to serve food and meals on such premises, providing adequate dining room space and kitchen facilities are available. The sale of alcoholic beverages to members and their guests shall be allowed, provided it is secondary and incidental to the promotion of some other common objective of the organization, and further provided that such sale of alcoholic beverages is in compliance with the applicable federal, state, and local laws.

**Common Open Space or green space:** a parcel or parcels of land, or an area of water, or a combination of both land and water, within the site designated for development and designed and intended for the use and enjoyment of residents of the development or for the general public, not including streets or off-street parking areas. Common Open Space shall be substantially free of structures, but may contain such improvements as are in the plan as finally approved and are appropriate for the benefit of residents of the development.

**Conditional Use(s)** - provisions that impose conditions, restrictions, or limitations on a permitted use that are in addition to the restrictions applicable to all land in the zoning district which have been set forth in the text of the zoning ordinance.



**Condominium:** a dwelling unit in which the ownership of the occupancy rights to the dwelling unit is individually owned or for sale to an individual, and such ownership is not inclusive of any land.

**Contractor:** one who accomplishes work or provides facilities under contract to another. The major portion of a contractor's work normally occurs outside and away from his business location. As used in this Ordinance, the term "contractor" does not include general assembly, fabrication, or manufacture at his business location.

**Convalescent Home (Nursing Home):** an institution, which is advertised, announced, or maintained for the express or implied purpose of providing nursing or convalescent care for persons unrelated to the licensee. A convalescent home is a home for chronic or nursing patients who, on admission, are not as a rule acutely ill and who do not usually require special facilities such as an operating room, X-ray facilities, laboratory facilities, and obstetrical facilities. A convalescent home provides care for persons who have remedial ailments or other ailments for which continuing medical and skilled nursing care is indicated; who, however, are not sick enough to require general hospital care. Nursing care is their primary need, but they will require continuing medical supervision. A major factor that distinguishes convalescent homes is that the residents will require the individualization of medical care.

**Convenience Store:** a commercial building where a variety of items are sold, which may include food, magazines, automobile accessories and maintenance supplies, and other such items. In addition to the commercial building, other services on the premises may include gasoline sales, and a coin operated (automated) car wash.

**Conversion:** changing the original purpose of the building to the different use.

**County Council:** the governing body of Boone County.

**Covenant:** a private legal restriction on the use of land, which is contained in the deed to the property or otherwise formally recorded. There may be certain legal requirements for formal establishment of a covenant such as a written document, a mutual interest in the property, that the covenant be concerned with the use of the land rather than individual characteristics of ownership, etc.

**Current Land Use Map—** a non-regulatory map that graphically represents the existing land use, by parcel, throughout the county.

**Day Care Facility (Adults and Children):** a place other than an occupied dwelling, which provides for the care of children or adults. Those receiving care are not all related to each other by blood or marriage and are not legal wards or foster children of the attendant adults, and for which care a payment, fee, or grant is made. All State registration requirements and inspections shall be met.

**If children are the primary clients of the day care home the following shall apply:** Any child care arrangement where three (3) or more children under thirteen (13) years of age receive care away from their own home by persons other than relatives, guardians, or full-time custodians, or in the child's own home where other unrelated children are in care. Child day care does not include seasonal recreational programs operated for less than four (4) consecutive months. Child day care also does not include arrangements that provide only drop-in or short-term child care for parents participating in activities that are not

employment related and where the parents are on the premises or otherwise easily accessible.

**Day Care Home (Adults and Children):** a dwelling in which a permanent occupant of the dwelling provides for the care of children or adults. Those receiving care are not all related to the occupant or to each other by blood or marriage and are not the legal wards or foster children of the attendant adults. Those receiving care are not dependents of the occupant, do not reside on the site. For the purpose of this ordinance, such activities shall meet all requirements for home occupations. All State registration requirements and inspections shall be met.

**If children are the primary clients of the day care home the following shall apply:** Includes child care centers, family child care homes, and any other child care arrangement which provides day care on a regular basis at least once a week for more than four (4) hours, but less than twenty-four (24) hours, per day for more than five (5) children under the age of thirteen (13) years, not including the operator's own school-aged children. It does not matter where it is located, whether the same or different children attend, and whether or not operated for profit. The following are not included: public schools, nonpublic schools, summer camps having children in full-time residence; summer day camps; specialized activities or instruction such as athletics, clubs, the arts, etc.; and Bible schools normally conducted during vacation periods.

**Dedication:** the transfer of property from private to public ownership with no compensation involved.

**Density:** the average number of families, persons, housing units, or buildings per unit of land.

**Density, gross:** the total number of dwelling units proposed on a property per acre.

$$\text{Gross Density} = \frac{\text{Proposed number of dwelling units}}{\text{The total acreage}}$$

**Density, net:** the total number of dwelling units proposed on a property per acre after the area of the infrastructure is taken into account.

$$\text{Net Density} = \frac{\text{Proposed number of dwelling units}}{(\text{The total acreage} - \text{roads and right-of-ways})}$$

**District, Zoning:** a specifically delineated area in a Planning District, shown on the Official Zoning Map, within which uniform regulations and requirements govern the use, placement, spacing, and size of land and buildings.

**Dripline:** a collective name for all vertical lines from the earth to the outermost tips of the crown of a tree. These lines will completely encircle the tree and thereby define its outermost reaches.

**Driveway:** a private roadway located on a parcel or lot used for vehicle access.

**Dwelling:** a building or portion thereof designed, arranged, or used for permanent living quarters. The term "dwelling" shall not be deemed to include a travel trailer, motel, hotel, tourist home, or other structures designed for transient residence.

**Dwelling, Attached:** a dwelling that is joined to another dwelling at one or more sides by a party wall or walls.

**Dwelling, Detached:** a dwelling that is entirely surrounded by open space on the same lot.

**Dwelling, Duplex:** a building containing two (2) dwelling units, other than where a second dwelling unit is permitted as an accessory use.

**Dwelling, Multifamily:** a building containing three (3) or more dwelling units, except where permitted as an accessory use.

**Dwelling, Single Family:** a building containing one dwelling unit only, but may include one (1) separate unit as an accessory use to be occupied only by employees or relatives of the household.

**Dwelling Unit:** one or more rooms, which are arranged, designed, or used as living quarters for one family only. Individual bathrooms and complete kitchen facilities, permanently installed, shall always be included for each "dwelling unit".

**Easement:** a right given by the owner of land to another party for specific limited use of that land. For example, a property owner may give an easement on his property to allow utility facilities like power lines or pipelines, to allow light to reach a neighbor's windows, or to allow access to another property. No land is dedicated to the party receiving an easement, only permission to the land for a specific purpose.

**Elevated building:** means, for floodplain management purposes, a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns.

**Erect:** build, construct, erect, rebuild, reconstruct, or re-erect any building or other structure.

**Fabrication:** manufacturing, excluding the refining or other initial processing of basic raw materials, such as metal, ores, lumber, or rubber. Fabrication relates to stamping, cutting, or otherwise shaping the processed materials into useful objects.

**Façade:** the exterior walls of a building exposed to public view or that wall viewed by persons not within the building.

**Family:** one or more persons related by blood, marriage, or adoption living together as a single housekeeping unit. For the purpose of this Ordinance, such persons may include transient guests, also persons living together voluntarily as a family in a dwelling as a single housekeeping group.

**Fence, Security:** a fence designed to keep out unauthorized persons and kept locked when the area or facility is not in use or under observation. Security fences are often equipped with a self-closing and positive self-latching mechanism.

**Floor Area (for determining off-street parking and loading requirements):** the gross total horizontal area of all floors below the roof, including usable basements, cellars, and accessory storage areas such as counters, racks, or closets, but excluding, in the case of nonresidential

facilities, arcades, porches, and similar areas open to the outside air which are accessible to the general public and which are not designed or used as areas for sales, display, storage, service, or production. However, "floor area", for the purpose of measurement for off-street parking spaces shall not include: floor area devoted to primarily storage purposes (except as otherwise noted above); floor area devoted to off-street parking or loading facilities, including aisles, ramps, and maneuvering space; or basement floor other than area devoted to retailing activities, to the production or processing of goods, or business or professional offices.

**Flood or flooding:** a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the overflow of inland or tidal waters; and
2. the unusual and rapid accumulation of runoff of surface waters from any source.

**Floodway:** the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**Floor:** the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

**Floor Area, Gross:** the total floor area enclosed within a building.

**Foot-candle:** a unit of illumination produced on a surface, all points of which are one (1) foot from a uniform point source of one (1) candle.

**Frontage:** all of the real property abutting a street line measured along the street right-of-way.

**Functionally dependent facility:** a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

**Future Land Use Map (FLUM):** a non-regulatory map that graphically represents what the citizens would like to see the county look like in the future, bringing together the goals expressed in all of the elements of the Comprehensive Plan.

**Garage, Commercial:** any building or premises, except those described as a private or parking garage, used for the storage or care of motor vehicles, or where any such vehicles are equipped for operation, repaired, or kept for remuneration, hire, or sale.

**Garage, Parking:** any building or premises, other than a private or commercial garage, used exclusively for the parking or storage of motor vehicles.

**Garage, Private:** a building or space used as an accessory to, or a part of, the main building permitted in any residential district, providing for the storage of motor vehicles, and in which no business, occupation, or service for profit is in any way conducted, except in an approved home occupation.



**Glare:** the effect of brightness in the field of view that causes annoyance or discomfort or interferes with seeing. It may be direct glare from a light source or reflected glare from a glossy surface.

**Grade:** the percent of rise or descent of a sloping surface; the average elevation of a specified area of land.

**Groundcover:** any natural vegetative growth or other material that renders the soil surface stable against accelerated erosion.

**Group Home (Group Residential Facility):** a public, private, or not-for-profit facility which may provide licensed or unlicensed counseling services, schooling, and care, and which houses ten or more persons not related by blood or adoption in a residential or dormitory environment for a period of 30 days or more per year. Residential treatment centers (RTC's) are included in this definition.

**Exempted Residential Facility:** residential summer camps, day facilities, and religious retreat facilities, any of which do not provide for long-term stays of 30 days or more. Hospitals, nursing homes, and accredited college/ accredited university housing are exempted from this definition.

**Home Occupation:** any occupation or profession carried on entirely within a dwelling or accessory building on the same lot by one or more occupants thereof, providing the following:

1. That such use is clearly incidental and secondary to the use of the dwelling for dwelling purposes;
2. That no more than twenty-five percent (25%) of the total floor area of the dwelling is used for such purposes;
3. That there is no outside or window display;
4. That no mechanical or electrical equipment is installed or used other than is normally used for domestic, professional, or hobby purposes, or for infrequent consultation or emergency treatment; and,
5. That not more than one person not a resident of the dwelling is employed in connection with the home occupation.

**Home Occupation of an Industrial or Commercial Nature:** a home occupation in a rural area that may be of a heavier commercial or industrial nature than a typical home occupation. The business owner resides on the premises, but the amount of floor area used and the type of equipment used may be different than the standard home occupation and more than one person not a resident of the dwelling may be employed.

**Hotel:** a building or other structure kept, maintained, advertised as, or held out to the public to be a place where sleeping accommodations are supplied for pay to transient or permanent guests or tenants. Rooms are furnished for the accommodation of such guests, and the hotel may or may not have one or more dining rooms, restaurants, or cafes where meals are served. Such sleeping accommodations and dining rooms, restaurants, or cafes, if existing, are located in the same building. Entry to sleeping rooms shall be from the interior of the building.

**Impervious Surface:** any material that prevents absorption of stormwater into the ground.

**Incompatible Use:** a use or service that is unsuitable for direct association and/or contiguity with certain other uses because it is contradictory, incongruous, or discordant.

**Industrial Park:** a special or exclusive type of planned industrial area designed and equipped to accommodate a community of industries, providing them with all necessary facilities and services in attractive surroundings among compatible neighbors. Industrial parks may be promoted or sponsored by private developers, community organizations, or government organizations.

**Intensity of Use:** a measure of the extent to which a land parcel is developed.

**Junk Yard:** any area, in whole or in part, where waste or scrap materials are bought, sold, exchanged, stored, baled, packed, disassembled, or handled, including but not limited to scrap iron and other metals, paper, rags, vehicles, rubber tires, and bottles. A "junk yard" includes an auto-wrecking yard, but does not include uses established entirely within enclosed buildings. A "junk yard" for vehicles is defined as four or more junk, inoperable or unlicensed vehicles stored on the property.

**Landfill, Demolition:** a sanitary landfill facility for stumps, limbs, leaves, concrete, brick, wood, uncontaminated earth and other solid wastes resulting from construction, demolition or land clearing.

**Landfill, Sanitary:** a facility where waste material and refuse is placed in the ground in layers and covered with earth or some other suitable material each work day. Sanitary landfills shall also conform to requirements of 15A NCAC 13B regarding solid waste management.

**Landscape Architect:** a professional landscape architect registered by the State of South Carolina.

**Landscaped Area:** a portion of the site or property containing vegetation to exist after construction is completed. Landscaped areas can include, but are not limited to, natural areas, buffers, lawns, and plantings.

**Large-maturing Tree** – an evergreen or deciduous tree having a mature height of over thirty-five (35) feet. Examples include but are not limited to: sycamore, oak, deodar cedar, red maple, elm, red cedar.

**Large-maturing Shade Tree** – an evergreen or deciduous tree having a mature height of over thirty-five (35) feet with a substantial canopy that provides shade and overhead cover. Examples include but are not limited to: sycamore, oak, red maple, elm.

**Loading Area or Space, Off-Street:** an area logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles. Required off-street loading space is not to be included as off-street parking space in computing required off-street parking space.

**Lot:** a parcel of land in undivided ownership occupied, or intended for occupancy, by a main building or group of main buildings together with any accessory buildings, including such yards, open spaces, width, and area as are required by this Ordinance, either shown on a plat of record or described by metes and bounds and recorded with the Register of Deeds. For the

purpose of this Ordinance, the word "lot" shall be taken to mean any number of contiguous lots or portions thereof, upon which one or more main structures for a single use are erected or are to be erected.

**Lot, Corner:** a lot abutting the intersection of two (2) or more streets or a lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot at the apex meet at any angle of less than one hundred thirty-five (135) degrees. In such a case the apex of the curve forming the corner lot shall be considered as the intersection of street lines for the purpose of this Ordinance, such as in corner visibility requirements.

**Lot, Depth:** the depth of a lot is the average distance between the front and back lot lines measured at right angles to its frontage and from corner to corner.

**Lot, Interior:** a lot other than a corner lot.

**Lot Lines:** the lines bounding a lot. Where a lot of record includes a right-of-way, the lot lines are presumed not to extend into the right-of-way.

**Lot, Through:** an interior lot having frontage on two streets.

**Lot, Width:** the straight line distance between the points where the building setback line intersects the two side lot lines.

**Lot of Record:** a lot which is a part of a subdivision, a plat of which has been recorded in the office of the Oconee County Register of Deeds, or a lot described by metes and bounds, the description of which has been recorded in the office of the Register of Deeds by the owner or predecessor in title thereto.

#### **Mining:**

1. The breaking of the surface soil in order to facilitate or accomplish the extraction or removal of minerals, ores or other solid matter.
2. Any activity or process constituting all or part of a process for the extraction or removal of minerals, ores, soils, and other solid matter from their original location.
3. The preparation, washing, cleaning, or other treatment of minerals, ores, or other solid matter so as to make them suitable for commercial, industrial or construction use.

#### **Mining does not include:**

1. Those aspects of deep mining not having significant effect on the surface, where the affected land does not exceed one acre in area.
2. Excavation or grading when conducted solely in aid of on-site farming or of on-site construction for purposes other than mining, such as constructing a residence, garage, commercial or industrial building.
3. Mining operations where the affected land does not exceed one (1) acre in area.
4. Plants engaged in processing minerals produced elsewhere and whose refuse does not affect more than one (1) acre of land.
5. Removal of overburden and mining of limited amounts of any ores or mineral solids which done only for the purpose and to the extent necessary to determine the location, quantity, or quality of any natural deposit, provided that no ores or mineral solids removed during



exploratory excavation or mining are sold, processed for sale, or consumed in the regular operation of a business, and provided further that the affected land resulting from any exploratory excavation does not exceed one (1) acre in area.

**Mini-Warehouse / Storage Facilities:** a building, or group of buildings, in a controlled access and/or fenced compound that contains varying sizes of individual, compartmentalized and controlled access stalls or lockers for the dead storage of a customer's goods or wares. No sales, service, or repair activities other than the rental of dead storage units are permitted on the premises.

**Motel:** a building or other structure kept, maintained, advertised as, or held out to the public to be, a place where sleeping accommodations are supplied for pay to transient or permanent guests or tenants and where rooms are furnished for the accommodation of such guests. Entry to sleeping rooms may be from the interior or exterior of the building. Food may be served in dining rooms, restaurants, or cafes, which may be located in the same building as the sleeping rooms or may be in one or more separate buildings.

**Multi-family Housing :** a building or buildings designed to be occupied by two or more households living independently of each other, with the number of households in residence not exceeding the number of dwelling units provided.

**Nonconforming Lot** - a lot of record at the time of this Ordinance which does not meet the minimum requirements for area and/or width applicable in the district in which such lot is located.

**Nonconforming Structure** - a structure which existed lawfully on the date this Zoning Ordinance became effective or the effective date of any amendments and does not conform to the permitted uses for the zoning district in which it is situated. Nonconforming uses are incompatible with permitted uses in the districts involved. Such nonconformities are permitted to continue until they are removed or vacated.

**Nonconforming Use** - a use that lawfully occupied a building or land at the time this Ordinance became effective, which has been lawfully continued and which does not now conform to the use regulations.

**Nursery:** a place where various plants and trees are grown for sale, transplanting, or experimentation.

**Ordinance:** this, the Zoning Ordinance, including any amendments. Whenever the effective date of the Ordinance is referred to, the reference includes the effective date of any amendment to it.

**Outdoor Storage:** the placement or storage of goods, equipment, or material, such as junk vehicles, junk appliances and other such items, trash, and other debris outside of an enclosed building for a period of more than forty-eight (48) consecutive hours shall be considered outdoor storage. Outdoor storage does not refer to licensed vehicles in use by the person occupying the property, or other minor and incidental storage, such as items specifically designed for outdoor use including, lawn furniture, outdoor grill, swing set, lawn care equipment, which would not have a negative impact on the health, safety and general welfare of adjacent property owners and land uses.

**Overlay District:** a district, which applies additional supplementary or replacement regulations to land that is already classified in an existing zoning district.

**Parking Bay:** the parking module consisting of one or two rows of parking spaces and the aisle from which motor vehicles enter and leave the spaces.

**Parking Lot or Area:** an area or plot of land used for, or designated for, the parking or storage of motor vehicles, either as a principal use or as an accessory use.

**Parking Space:** a storage space of not less than one hundred sixty (160) square feet for one automobile, plus the necessary access space.

**Parking Space, Off-Street:** a parking space located outside of a dedicated street right-of-way.

**Permitted Uses** – those uses explicitly stated as permitted in the definition of a particular zoning district or any use that clearly meets the definition and intent of the zoning district in question.

**Planning District Advisory Committee** – a committee appointed by County Council from within a Planning Area considering zoning. This committee will, among other activities, create a proposed zoning map to be considered as an amendment to the existing zoning ordinance.

**Planning District** – various planning areas modeled on the approximate Oconee County Fire Districts, although the Planning Areas are based upon the Fire District boundaries, no link between the two exists, and either may be amended without impacting the boundaries of the other.

**Person:** an individual, firm, partnership, corporation, company, association, joint stock association or government entity; includes a trustee, a receiver, an assignee, or a similar representative of any of them.

**Pervious Pavement:** paving material that permits full or partial absorption of stormwater into the ground.

**Planned Unit Development (PUD):** a form of development usually characterized by a unified site design for a number of housing units, clustering buildings, providing common open space, density increases, and a mix of building types and land uses. It permits the planning of a project and the calculation of densities over the entire development, rather than on an individual lot-by-lot basis.

**Planning Commission:** the public agency in a community usually empowered to prepare a comprehensive land plan and to evaluate proposed changes in land use, either by public or private developers, for conformance with the plan.

**Planning and Zoning Administrator (Zoning Administrator):** the official person charged with the enforcement of the Zoning Ordinance.

**Plant Material:** large-maturing trees, understory trees, and / or shrubs.

**Planting Island:** in parking lot design, a built-up curbed structure placed at the end or within parking rows for landscaping and as a guide to traffic.

**Plat:** a map, usually of land which is to be or has been subdivided, showing the location, boundaries, and ownership of properties; the location, bearing, and length of every street and alley line, lot line, and easement boundary line; and such other information as may be necessary to determine whether a proposed subdivision or development meets all required standards of this and other ordinances.

**Premises:** a single piece of property as conveyed in deed, or a lot or a number of adjacent lots on which is situated a land use, a building, or group of buildings designed as a unit or on which a building or a group of buildings are to be constructed.

**Private Road or Street:** any road or street which is not publicly owned and maintained and is used for access by the occupants of the development, their guests, and the general public. The right-of-way has not been dedicated to either the State of South Carolina or Oconee County.

**Public Road or Street:** roads, avenues, boulevards, highways, freeways, lanes, courts, thoroughfares, collectors, minor roads, cul-de-sacs and other ways including the entire right-of-way considered public and both dedicated to and accepted by the State of South Carolina or Oconee County.

**Residential Care Home:** a facility which combines the functions of any combination of a retirement community, rest home, nursing home, and convalescent home, providing residential facilities for independent living, assisted care, and, possibly, nursing care.

**Residential District or Land Zoned Residential:** indicates any district in which residential uses are permitted. Residential uses include manufactured homes.

**Right-of-Way:** an area owned and maintained by a municipality, the State of South Carolina, a public utility, a railroad, or a private entity for the placement of such utilities and/or facilities for the passage of vehicles or pedestrians, including roads, pedestrian walkways, utilities, or railroads.

**Roadside Market:** a market or stand operated on a seasonal or year-round basis that allows for agricultural producers to retail their products and agriculture-related items directly to consumers and enhance income through value-added products, services and activities.

**Screening:** the use of plant materials and other landscape or architectural elements used separately or in combination to obscure views.

**Searchlight:** an apparatus with reflectors for projecting a powerful beam of light of approximately parallel rays in a particular direction, usually devised so that it can be swiveled about.

**Self-Service Gasoline Pump:** a gasoline or diesel fuel dispensing pump, which is, operated by the customer who pays the charge to an attendant or cashier.

**Setbacks:** the required minimum distance between every structure and the lot lines of the lot on which it is located (measured from the road right of way in the front and property lines on the remaining portions of the property).

**Shopping Center:** a commercial area with one or more buildings or lots and designed as a unit to house two (2) or more businesses offering products and/or services to the public.

**Sight Triangle** – a triangular-shaped portion of land established at street intersections in which nothing is erected, placed, planted, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection.

**Sign** – any sign structure or combination of sign structure and message in the form of outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, billboard, advertising structure, advertisement, logo, symbol, or other form which is designated, intended, or used to advertise or inform. The term does not include official traffic control signs, official markers, nor specific information erected, caused to be erected or approved by the South Carolina Department of Transportation.

**Sign, Awning:** a sign mounted, painted, or attached to an awning.

**Sign, Banner:** any sign, except an awning sign, made of flexible fabric-like material.

**Sign, Canopy:** a sign mounted, painted, or attached to a canopy.

**Sign, Directional:** signs limited to directional messages, principally for pedestrian or vehicular traffic, such as "one-way", "entrance", and "exit".

**Sign, Flashing:** any directly or indirectly illuminated sign that exhibits changing natural or artificial light or color effects by any means whatsoever. For the purposes of this ordinance any moving, illuminated sign shall be considered a "flashing sign". Such signs shall not be deemed to include time and temperature signs or public message displays using electronic switching.

**Sign, Hanging:** a sign forming an angle with a building which extends from the building and is supported by the building.

**Sign, Monument:** a freestanding sign constructed on the ground with a continuous footing or foundation with the base of the sign at grade level.

**Sign, Portable:** a sign that is not permanent, affixed to a building, structure, or the ground.

**Sign, Projecting:** a sign forming an angle with a building which extends from the building and is supported by the building.

**Sign, Revolving/Rotating:** any sign or part of a sign that changes physical position or light intensity by any movement or animation or that gives the visual impression of such movement.

**Sign, Roof:** a sign that is mounted on the roof of a building or that is wholly dependent upon a building for support and that projects above the top walk or edge of a building with a flat roof, the eave line of a building with a gambrel, gable, or hip roof, or the deck line of a building with a mansard roof.

**Sign, Temporary:** a sign or advertising display intended to be displayed in connection with a specific event for a limited duration.

**Sign, Wall:** a sign fastened to or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of the sign, and that does not project more than six (6) inches from such building or structure.

**Sign, Window:** a sign that is mounted for display on or within a window, and intended to be viewed from the outside.

**Site Plan:** a plan, to scale, showing uses and structures proposed for a parcel of land as required by the regulations involved. It includes such things as lot lines, streets, building sites, reserved open space, buildings, major landscape features – both natural and manmade and depending on requirements, the locations of proposed utility lines.

**Special Exception** - a Special Exception use is one which is not permitted by right, but which may be permitted after a public hearing by the Board of Zoning Appeals and all conditions stated in this ordinance are met. The Zoning Ordinance lists, by zoning district, those uses that may be allowed by right or by Special Exception. Uses that are included or fit the intent of these lists will be considered in each zoning district.

**Spot Zoning** – rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the goals in the comprehensive plan.

**Stormwater:** water that accumulates on land as a result of precipitation events, and can include runoff from impervious areas such as roads and roofs.

**Story:** that portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between such floor and the ceiling above it.

**Street Line:** the line between the street right-of-way and abutting property (i.e. right-of-way line).

**Structure:** anything constructed or erected, the use of which requires location in or on the land or attachment to something having a permanent location in or on the land.

**Structural Alterations:** any change in the supporting members of a building, such as bearing walls, columns, beams, or girders, except for repair or replacement.



**Start of construction:** includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

**Subdivision:** all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose of sale or building development, whether immediate or future, with certain modifications. The current official definition is found in the Oconee County Subdivision Regulations.

**Substantial improvement:** means any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) any project of improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or, (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

**Tree Protection:** measures taken, such as temporary fencing and the use of tree wells, existing at a minimum outside the dripline, to protect existing trees from damage or loss during and after project construction.

**Unattended Gasoline Pump:** a gasoline or diesel fuel dispensing pump, which dispenses fuel automatically according to the amount of money inserted into the pump. Such pumps are usually located without an attendant or other personnel on hand.

**Understory Tree:** an evergreen or deciduous tree with a mature height of less than thirty-five (35) feet. Examples include but are not limited to: red bud, dogwood, crape myrtle, wax myrtle, ornamental cherry.

**Use:** any continuing or repetitive occupation or activity taking place upon a parcel of land or within a building including, but not limited to: residential, manufacturing, retailing, offices, public services, recreational, and educational.

**Variance:** a variance is a waiver of the dimensional terms of the Zoning Ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to

the property and not the result of actions of the applicant, a literal enforcement of the Ordinance would result in unnecessary and undue hardship, and does not involve a change in the use of the property.

**Viewshed:** an area of land, water, and / or other environmental elements that are visible from a fixed vantage point (or series of points along a linear transportation facility).

**Wetlands:** those areas that are defined as wetlands by the United States Army Corps of Engineers from time to time. Generally wetlands are those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

**Yard:** an open space that lies between the principal building or buildings and the nearest lot line. The minimum required yard as set forth in the ordinance is unoccupied and unobstructed from the ground upward, except as may be expressly permitted.

**Yard, Front (Highway Yard):** a yard across the full width of the lot extending from the front line of the building.

**Yard, Side:** an open space on the same lot with a building, between the building and the side line of the lot, extending through, from the front building line, to the rear of the lot.

**Yard, Rear:** a yard extending across the full width of the lot and measured between the rear line of the lot and the rear line of the main building.

**Zero Lot Line:** a concept commonly used in Planned Unit Developments where individual commercial buildings or dwellings, such as townhouses (row houses) and patio homes, are to be sold, along with the ground underneath and perhaps a small yard or patio area. Such commercial or residential units are located in buildings with two (2) or more units per building, usually including common walls. With zero lot line, the minimum requirements for lot area and yards need not be met and construction can take place up to the lot line.

**Zoning:** a police power measure, enacted primarily by general purpose units of local government, in which the community is divided into districts or zones within which permitted and conditional uses are established, as are regulations governing lot size, building bulk, placement, and other development standards. Requirements vary from district to district, but they must be uniform within districts. The Zoning Ordinance consists of two parts – a text and a map.

**Zoning District:** an area established by this Ordinance where the individual properties are designed to serve compatible functions and to be developed at compatible scales.





## Appendix A

### 1. BUILDING STANDARDS

Diversity in design consistent with the local natural and architectural surroundings is encouraged.

- A. To the extent feasible, primary facades and entrances shall face the street.
- B. All buildings less than or equal to twenty (20) feet in height shall have a setback of at least thirty (30) feet from the property line along the primary road. Setback from remaining property lines shall be fifteen (15) feet.
- C. Buildings more than twenty (20) feet in height shall have a setback of thirty (30) feet plus an additional distance equal to one foot in horizontal distance for each one foot in additional vertical distance (building height over 20 feet) along the primary road. Setbacks from remaining property lines shall be twenty-five (25) feet.
- D. Exterior building materials visible from the traffic lanes shall not consist of unadorned concrete masonry units, corrugated metal, and / or sheet metal.
- E. Suitable materials for treating building facades may include, but are not limited to: stone, brick, glass, wood siding, split block, or stucco. Alternative materials may be approved by the Planning Director.
- F. Blank, uninterrupted building facades shall not face residential areas or public or private street right-of-ways. Design techniques using architectural elements or repetitive features should be utilized to visually break up the facade. Examples include, but are not limited to: windows, doors, columns, canopies, lighting fixtures, building offsets / projections, decorative tile work, artwork, or other elements approved by the Planning Director. The following standards apply:
  - 1) Industrial uses shall not have blank walls greater than fifty (50) feet in length.
  - 2) All other uses shall not have blank walls greater than thirty (30) feet in length.
- G. The appearance of strip development resulting from flat, unvaried roof lines is discouraged. Roofline variation may be achieved using one or more of the following methods: vertical or horizontal offsets in ridge lines, variation in roof pitch, gables, or dormers.
- H. Roof mounted mechanical equipment shall be enclosed or screened to ensure such features are not visible. Enclosures and screens shall be compatible with the architectural style of the building.
- I. Shipping and receiving areas / docks shall be located in the rear of the structure and should not be visible from primary adjacent parking areas or street rights of way.

### 2. SIGNAGE STANDARDS

The sign standards are created to maintain and enhance the aesthetic environment of transportation and economic gateways into Oconee County. The location and design of all signs shall be consistent with the objective of high-quality development and safe and efficient vehicular and pedestrian circulation.

#### General Standards

- A. All signs, including their supports, braces, gys, anchors, electrical parts and lighting fixtures, and all painted and display areas shall be constructed and maintained in accordance with the building and electrical codes adopted by Oconee County.
- B. It shall be unlawful for any person to erect, construct, enlarge, move, or replace any sign (with the exception of signage requiring no permit) without first obtaining a sign permit from the Planning Department, except as relates to routine maintenance and repair or the changing of tenant name panels.

- C. A preliminary sign permit application along with applicable fees and sign plan shall be submitted to Oconee County. The detailed sign plan shall include the following information, stamped by a South Carolina licensed surveyor, landscape architect, or engineer:
1. Parcel number
  2. Scale of site plan & north arrow
  3. Drawing of entire property with all existing & proposed structures shown
  4. Length of street frontage
  5. Dimensioned setbacks from street and side property line
  6. Plan drawing with actual dimensions of sign (as seen from above)
  7. Location of all existing signs
  8. Location of all proposed signs
  9. Elevation drawing of the proposed sign or sign revision including size, height, copy, colors, illumination, materials
  10. Verification that the proposed sign(s) meet all requirements set forth in this ordinance.
- D. All on-premise non-conforming signs shall come into compliance with these standards when abandoned or the cost of repairs or replacement of such signs is beyond fifty (50%) percent of their replacement costs. Non-conforming signs are subject to all requirements of this code regarding safety, maintenance, and repair.
- E. Signage shall be set back a minimum of ten (10) feet from right-of-way, side, or rear property lines.
- F. No sign shall produce a traffic hazard, such as visual obstruction at intersections or glare from lighting. Signs shall not obstruct the view of or resemble traffic directional / safety signs.
- G. Rooftop signs are prohibited.
- H. Flashing or animated signs are prohibited.
- I. No sign shall be attached to a utility pole or street sign, or attached to or painted on tree trunks, rocks, or other natural objects.
- J. No sign shall be placed within the public rights-of-way.
- K. Signs shall not rotate or revolve.

#### **Signs Allowed Without a Permit**

The following signs require no permit. These signs are subject to all requirements of this code regarding safety, maintenance, and repair:

- A. Temporary / Portable Signs:
1. Shall be displayed only for the duration of time that they remain relevant to a specific event.
  2. Temporary signs shall be removed within seven (7) days following the conclusion of the specific event being promoted.
  3. No temporary sign exceeding six (6) square feet may be erected on a residential parcel.
  4. The maximum allowable size of any non-residential temporary sign is 32 square feet.
- B. Traffic, directional, warning, official notice or informational signs authorized by any public agency.
- C. Building nameplates with related inscriptions.
- D. Window signs.
- E. Flags and flagpoles.
- F. On-site directional signs, where each sign does not exceed nine (9) square feet in area or four (4) feet in height.

- G. Signs that display name, trademarks, logo, brand, or prices, provided the display is an integral part of a vending machine, automatic teller machine, or gas pump. Such signage shall not exceed 32 square feet in area per side.

**Signs Allowed that Require a Permit**

**A. Allowable signs shall be the following:**

- 1) Monument
- 2) Wall
- 3) Hanging / Projecting
- 4) Canopy / Awning

**B. Monument Signs:**

- 1) Shall be architecturally designed to reflect the character of the structure / development for which they are advertising.
- 2) No monument sign shall exceed ten (10) feet in height.
- 3) One (1) double faced or single faced sign shall be allowed per parcel.
- 4) Developments with 400 feet of road frontage serving more than one (1) building shall be permitted one (1) additional sign, which shall not exceed (100) square feet in area. Minimum separation for all monument signs shall be at least (200) linear feet. However, if a building is located on a corner lot with two street facing sides, one (1) sign may be located on each side served by an entryway.

**C. Wall Signs:**

- 1) Wall signage shall not exceed fifteen (15%) percent of the wall area, per wall face.
- 2) Wall signs shall display only one (1) surface and shall not be mounted more than six (6) inches from any wall.

**D. Hanging / Projecting Signs:**

- 1) Only one (1) projecting / hanging sign is allowed per building frontage, except for shopping centers, which may have one projecting / hanging sign for each business use.
- 2) Signs shall project at a right (90 degree) angle to the building frontage.
- 3) Signs shall not extend more than four (4) feet beyond the line of the building or structure to which it is attached.
- 4) Signs shall maintain a vertical clearance of eight feet above the sidewalk or ground level accessible to pedestrians.

**E. Canopy / Awning Signs:**

- 1) Shall not exceed fifteen (15%) percent of the surface area of the face or the canopy or awning to which the sign is attached.
- 2) Sign shall not extend more than three (3) inches horizontally from the surface of the awning or canopy.
- 3) Sign shall not project vertically outside the area of the canopy or awning.

**F. Illumination:**

- 1) No internal lighting shall include exposed incandescent or fluorescent bulbs.
- 2) Externally illuminated signs must have indirect light sources shielded from the view of persons viewing the sign and be further shielded and directed so that the light shines only on the sign and that illumination beyond the copy area is minimized.
- 3) Signs shall not have light reflecting backgrounds but may use light reflecting lettering.
- 4) No sign shall have lights or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.

**G. Maintenance:**

All signs shall be maintained in good condition and working order, and be free of graffiti, peeling paint or paper, faded colors, weeds, vines, and/or broken and damaged materials. No internally or externally illuminated sign shall have any partial illumination for a period of more than thirty (30) days.

**3. LIGHTING STANDARDS**

The purpose of these standards is to assure that adequate exterior lighting is provided to facilitate crime prevention, security, and safe passage, and that exterior lights be shielded to reduce the impact of lighting on neighboring uses, potential safety hazards to the traveling public, and the effect on viewsheds and nightscapes:

- A.** Lighting plans shall be submitted with the zoning permit application on projects that include the installation of outdoor lighting fixtures. Prior to obtaining a zoning permit, an applicant must receive approval of a lighting plan. The lighting plan shall be prepared by an appropriately licensed design professional in the state of South Carolina. The plan shall include the following information:
  - 1.** The location, type, and height of luminaries including both building and ground-mounted fixtures.
  - 2.** A description of the luminaries, including lamps, poles or other supports and shielding devices, which may be provided as catalogue illustrations from the manufacturer.
  - 3.** Photometric data, such as that furnished by the manufacturer, showing the angle of light emission.
  - 4.** Additional information as may be required to determine compliance with this ordinance.
- B.** Exterior lighting shall be shielded and directed to avoid illuminating the night sky.
- C.** Lighting shall not illuminate neighboring properties or distract / harm the traveling public on road rights-of-way. Any necessary screening of lighting shall be shown on site plans. Lighting will be inspected before a certificate of occupancy is granted.
- D.** On-site lighting may be used to accent architectural elements and provide safety and security on pedestrian walkways, at building entrances, and public areas between buildings, but shall not be used to illuminate entire portions of buildings.
- E.** In order to promote safety and security in developments, lighting should be used at intersections, entrances, and in parking areas.
- F.** The overall height of lighting fixtures shall not exceed twenty (20) feet.
- G.** Blinking or flashing lights shall be prohibited unless the lights are required as a safety feature (e.g. beacons on towers). Searchlight and laser light operation for advertising / commercial purposes is prohibited.

**4. PARKING STANDARDS**

Parking areas should be designed in a manner to provide safe and efficient circulation of traffic and safe access for pedestrians. Appropriate parking design and layout should be used to reduce impacts associated with impervious surfaces:

**A. Parking Layout**

Avoid parking layouts that dominate a development. The layout of parking areas, pedestrian connections, and open space should reduce the visual impact of parking. Parking is strongly encouraged to be located to the side or rear of the building unless prevented by a physical limitation of the site.



**B. Perimeter Parking Buffer**

A perimeter parking area buffer of fifteen (15) feet shall be required on sides parallel to abutting properties or street rights-of-way. Buffers shall be planted as specified in the *Landscape Standards*.

If parking is located in the front of the building, buffer requirements will be increased to twenty-five (25) feet.

**C. Parking Striping**

Parking areas shall have parking spaces marked by surface paint lines or approved alternative traffic marking material.

**D. Wheel Stops**

Wheel stops or curbs are required where a parked vehicle encroaches on adjacent property, pedestrian access / circulation areas, right of way or landscaped areas.

**E. Planting Islands**

Parking areas shall be designed so that a planting island is provided for every ten (10) parking spaces in a continuous row. Planting islands are also required at the beginning and end of all parking bays. Planting islands shall be surrounded by curbing to prevent vehicular damage to plantings. Minimum size for required planting islands is 9' x 15' (inside of curb). Islands shall be planted as specified in the *Landscape Standards*.

**F. Stormwater**

Parking areas shall be designed to convey and / or preferably infiltrate stormwater on-site. Stormwater shall not contribute to the subsidence, erosion, or sedimentation of the development site or off-site areas.

**G. Paving**

Parking areas shall be paved unless otherwise approved by the Planning Commission. Alternative paving materials that increase permeability such as pervious concrete, pervious asphalt, pavers, grid pavers, or any other approved pervious paving materials are encouraged.

**5. LANDSCAPE STANDARDS**

Trees and landscaping contribute to the public health, safety, and welfare. Among the benefits of landscaping are: screening of undesirable views; aesthetic enjoyment; climate modification; reduction of glare, noise, odors and dust; reduction of storm water runoff and flooding; buffers between land use; shelter and food for wildlife; and improved air quality. All of these benefits contribute to a higher quality of life and enhance property values within the county.

**A. Landscape Plan**

The landscape plan shall be submitted with the zoning permit application. Prior to obtaining a zoning permit, an applicant must receive approval of a landscape plan. The landscape plan shall be prepared by a landscape architect licensed by the state of South Carolina. The landscape plan must contain all information necessary to show that the planned use, structure, or development complies with the standards set forth. This shall include utility information, irrigation plans, existing trees used for credit, and tree protection plans, if applicable.

**B. Installation**

No certificate of occupancy shall be issued until the landscaping is completed as certified by an on-site inspection. If the season or weather conditions prohibit planting of trees, the developer may provide a bond, an irrevocable letter of credit, or other financial surety in an amount equal to one hundred twenty-five (125%) percent of the cost of installing the required plantings to guarantee the completion of the required planting within two hundred seventy (270) days. The financial surety shall be canceled and / or returned upon completion of the required landscaping. If the required landscaping is not

completed within the time allowed, the owner shall forfeit the guarantee and the county shall use such funding to complete the required landscaping.

**C. Maintenance**

The plantings that constitute a landscape area must be properly maintained in order for the landscape area to fulfill the purposes for which it is established. The owner of the property shall be responsible for the maintenance of all plant material within the landscaped areas. This includes keeping landscaped areas free of litter and debris and keeping plantings healthy and orderly in appearance. Tree staking shall be removed within eight months after installation to prevent permanent damage. All dead or diseased vegetation shall be removed. Additionally, any required vegetation that dies or becomes diseased shall be replaced.

**D. Minimum Material Size**

All required trees shall be a minimum size of 3 1/2" caliper measured 6 inches above ground at the time of installation. All required shrubs shall be a minimum size of three (3) gallons at the time of installation. Reference the American Landscape and Nursery Association (ALNA) publication *American Standard for Nursery Stock* (ANSI Z60, 1-2004) for plant material quality specifications. All plant material shall be mulched with an organic mulch or other approved material.

**E. Water Source**

A permanent water source (hose bib, etc.) shall be provided not more than one-hundred (100) feet from any required landscaping.

**F. Foundation Landscaping**

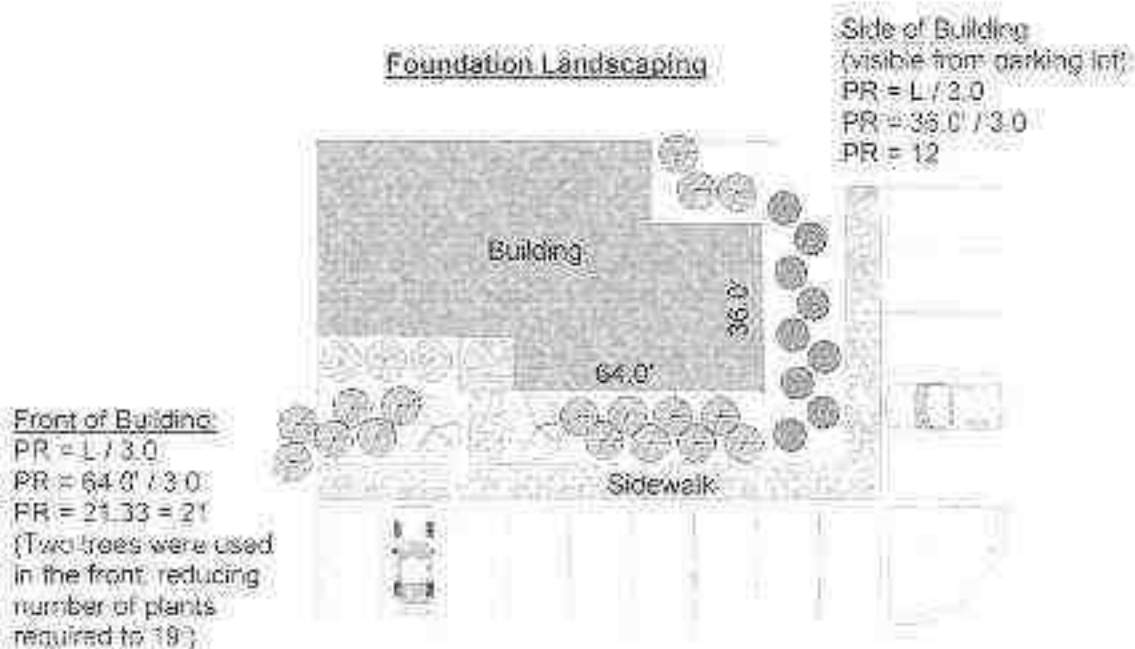
Landscaping shall be provided around the foundation of structures visible from any parking area. Plant material, as defined in this ordinance, shall be located in a planting area adjacent to the building in the following quantities:

$PR = L / 3.0$  where:

PR = number of plants required

L = building length, in feet, visible from any parking area

Each tree provided counts as a total of two (2) required plants.

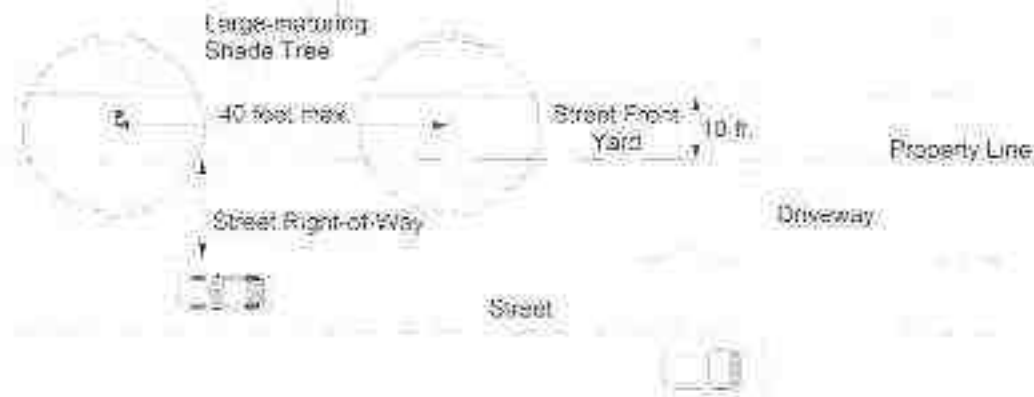




**G. Street Front Yard**

Street front yards shall be located along property adjacent to all street rights-of-way. Street front yards must be located on private property and not within the street right-of-way. Portions of the property needed for driveways are exempted from these requirements. Street front yards shall be a minimum of ten (10) feet in width, measured from the street(s) right-of-way abutting the property. Each street front yard shall contain at least one (1) large maturing shade tree every forty (40) linear feet or fraction thereof. No street front yard shall contain less than one (1) shade tree. Shrubs, groundcover, understory, and/or turf shall cover the remaining area within the street front yard.

Street Front Yard



**H. Interior Parking**

Whenever the impervious parking cover equals or exceeds 10,000 square feet, a planting area equal to ten percent of the total impervious surface must be provided as islands within the interior of the parking area. One (1) large maturing shade tree and fifteen (15) shrubs must be planted for each 500 square feet of required interior landscape area. Plantings in landscape islands referenced under the *Parking Islands* section may not be used to satisfy this requirement. However, existing trees preserved in appropriately sized islands may be counted as outlined in the *Existing Trees* section.

Interior Parking



Note: Eric Islands and Islands required per every 500 square feet do not count as interior parking area.



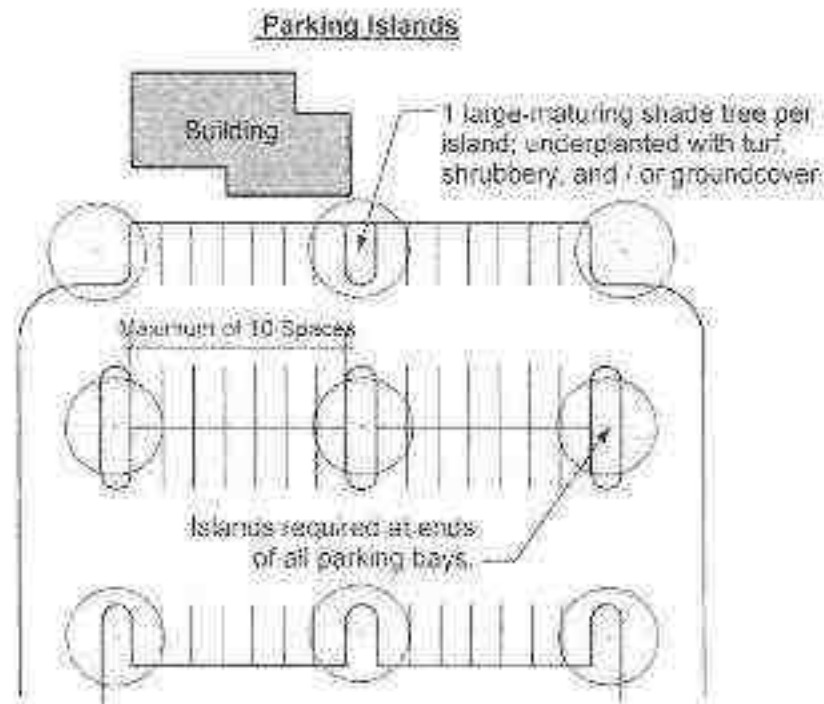
If Parking Lot area equals or exceeds 10,000 sq. ft.:  
 $10,000 \text{ sq. ft.} \times 10\% = 1,000 \text{ sq. ft. of interior islands}$   
 To calculate required plantings within the interior islands:  
 $1,000 \text{ sq. ft.} / 500 \text{ sq. ft.} = 2.0$   
 (1) large-maturing shade tree per 500 sq. ft. = 2 trees  
 (15) shrubs per 500 sq. ft. = 30 shrubs

**L. Existing Trees**

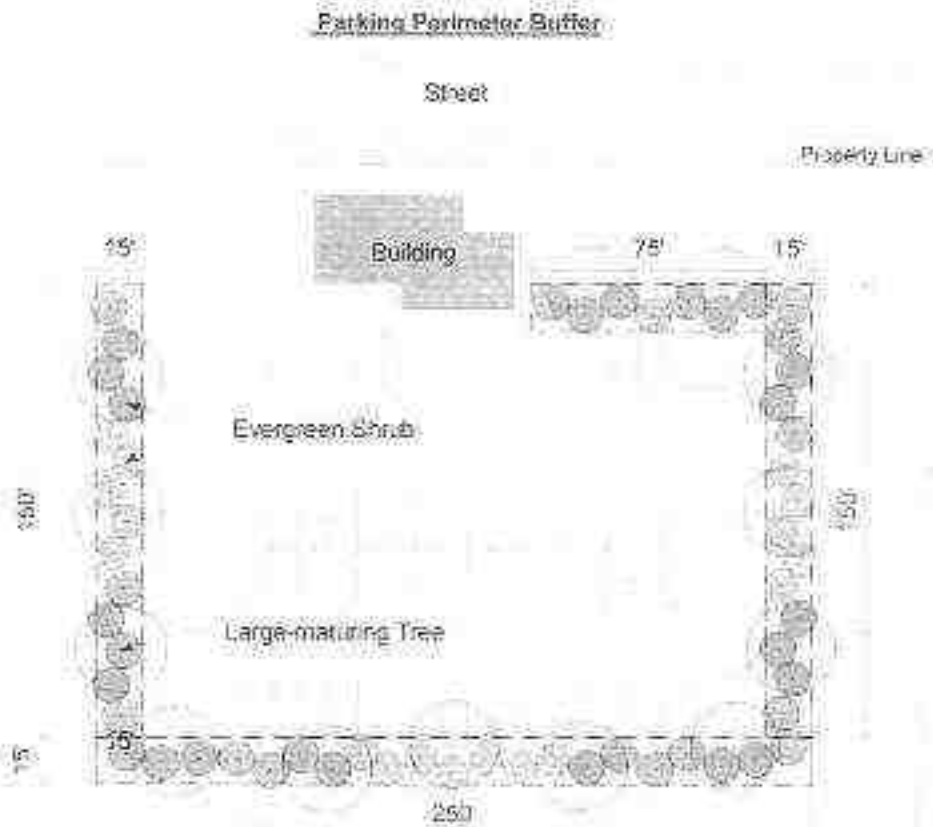
Existing trees that have a minimum caliper size of 4 inches may be counted towards satisfying interior landscaping and street front yard requirements if such trees are preserved and adequately protected through all phases of construction. Credited trees shall be uniformly encircled by a fenced protection area of sufficient size (a circle whose center is the trunk and outer edge is the dripline) to insure tree health. Each four (4) caliper inches of an existing tree shall be deemed the equivalent of one required two (2) inch caliper tree. If any preserved tree used for credit dies or fails to thrive, the owner shall plant new trees equal to the number of credited trees.

**J. Parking Islands**

A planted parking island shall be provided for every ten (10) parking spaces in a continuous row. Planting islands are also required at the beginning and end of all parking bays. Refer to the *Parking Standards* section for parking island design standards. Planter islands shall contain at least one (1) large maturing shade tree, having a minimum clear-trunk of six (6) feet. Shrubbery, groundcover, and / or turf shall be used in the remainder of the island.

**K. Perimeter Parking Buffer**

All parking lots and vehicular use areas shall be screened from all abutting properties or rights-of-way. The landscaped area shall be directly adjacent to the parking lot edge, and shall be a minimum width of fifteen (15) feet. The perimeter shall contain at a minimum, one (1) large maturing tree for every fifty (50) linear feet, and evergreen shrubs in sufficient quantity to provide screening with a minimum mature height of four (4) feet. If parking is located in the front of the building, buffer requirements will be increased by thirty (30%) percent in terms of width and planting quantities.



\* Buffer must be 15' in width.

\* 1 large-maturing tree required for every 50 linear feet of buffer.

\* Evergreen shrubs as required to create a screen with a minimum mature height of 4'.

150' buffer / 50' = 3 large-maturing trees

250' buffer / 50' = 5 large-maturing trees

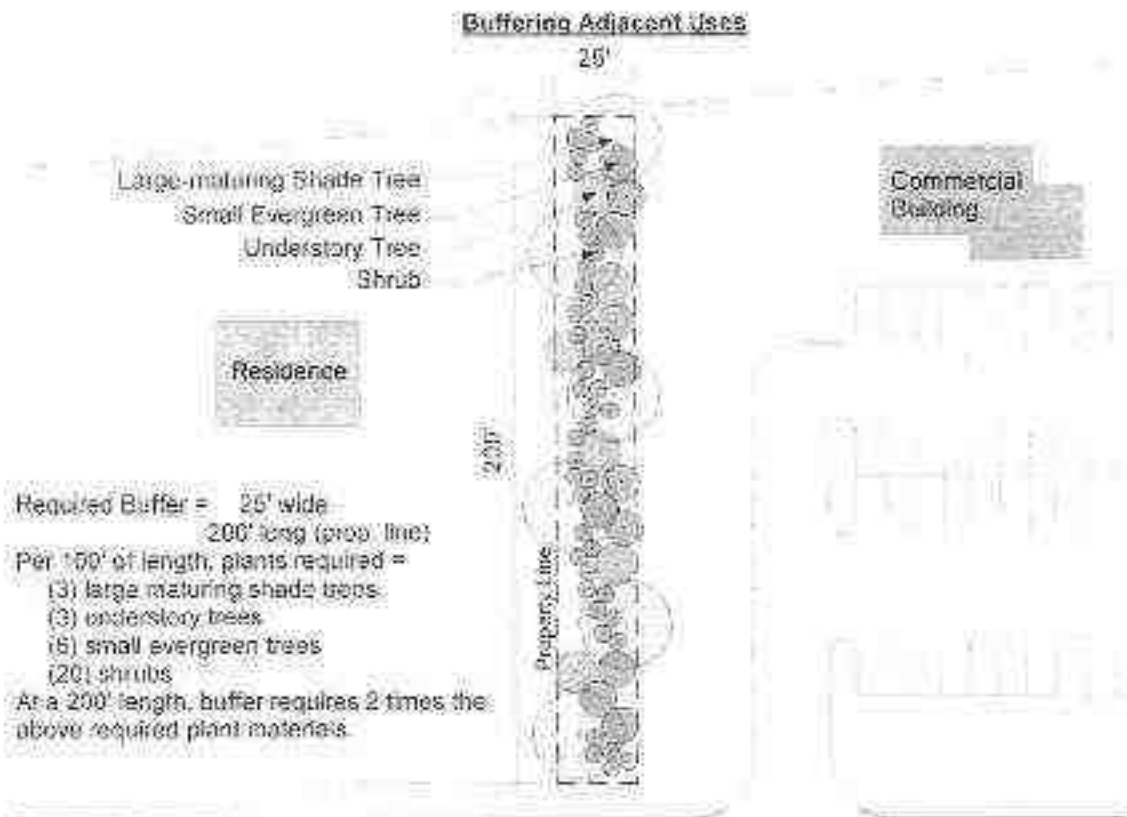
75' buffer / 50' = 1.5 = 2 large-maturing trees

#### **L. Buffering Adjacent Uses**

In the event that non-residential development borders residential areas or industrial development bordering non-industrial development, a twenty-five (25) foot wide landscape buffer shall be required along the common property boundary. The following mixture of plants per one hundred (100) feet of property boundary shall be required:

- (3) large maturing shade trees, equally spaced
- (3) understory trees, equally spaced
- (6) small evergreen trees
- (20) shrubs

If an abutting parcel contains a required buffer or screen, it shall count towards the buffer requirements.



#### M. Existing Natural Buffers

When a natural, undisturbed buffer is retained along a property boundary where a buffer is required, a waiver (in whole or part) of the required landscaping may be granted. The existing buffer must achieve the same screening effects as the required buffer materials and adhere to the requirements for protection and size outlined in the *Buffering Adjacent Uses* section.

#### N. Screening of Collection Areas

Screening of loading and trash collection areas must be accomplished with an opaque wall of masonry, rot-resistant wood, or evergreen shrubs that are one foot taller than the object to be screened. If evergreen shrubs are used, they must achieve the required screening at the time of planting.

#### O. Sight Triangles

- R: The placement of any material shall not obstruct the view between access drives and streets, or the intersecting streets of a corner lot. No fence, building, wall or other structure, (excepting single-trunk trees less than 12" in diameter, pruned to a height of eight (8) feet, and poles and support structures less than 12" in diameter), shall exist between a height of two and one-half (2.5) feet and eight (8) feet above the upper face of the nearest curb (or street centerline if no curb exists)

and the sight triangle. For a corner lot, the sight triangle area is the area bounded on two sides by the street right-of-way lines, each having a length of 25 feet, and a third side connecting the two right-of-way sides. For an intersecting street and driveway, the sight triangle is formed by measuring from the point of intersection of the right-of-way and the edge of drive the distance of twenty-five (25) feet and connecting the points so established to form a triangle on the area of the lot adjacent to the street. Note that road design criteria concerning sight distances is governed by the standards in Chapter 32, Unified Performance Standards of the Oconee County Code of Ordinances.



# Official Zoning Map Oconee County, South Carolina

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008

Gregg Sheehan, Chair  
Oconee County Council

Debra E. Hays, Clerk  
Oconee County Council

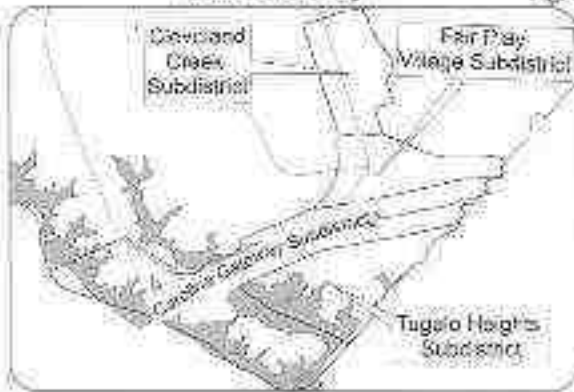
1st Reading: September 18, 2007

2nd Reading: January 24, 2008

3rd Reading: \_\_\_\_\_

4th Reading: \_\_\_\_\_

## I-85 Overlay



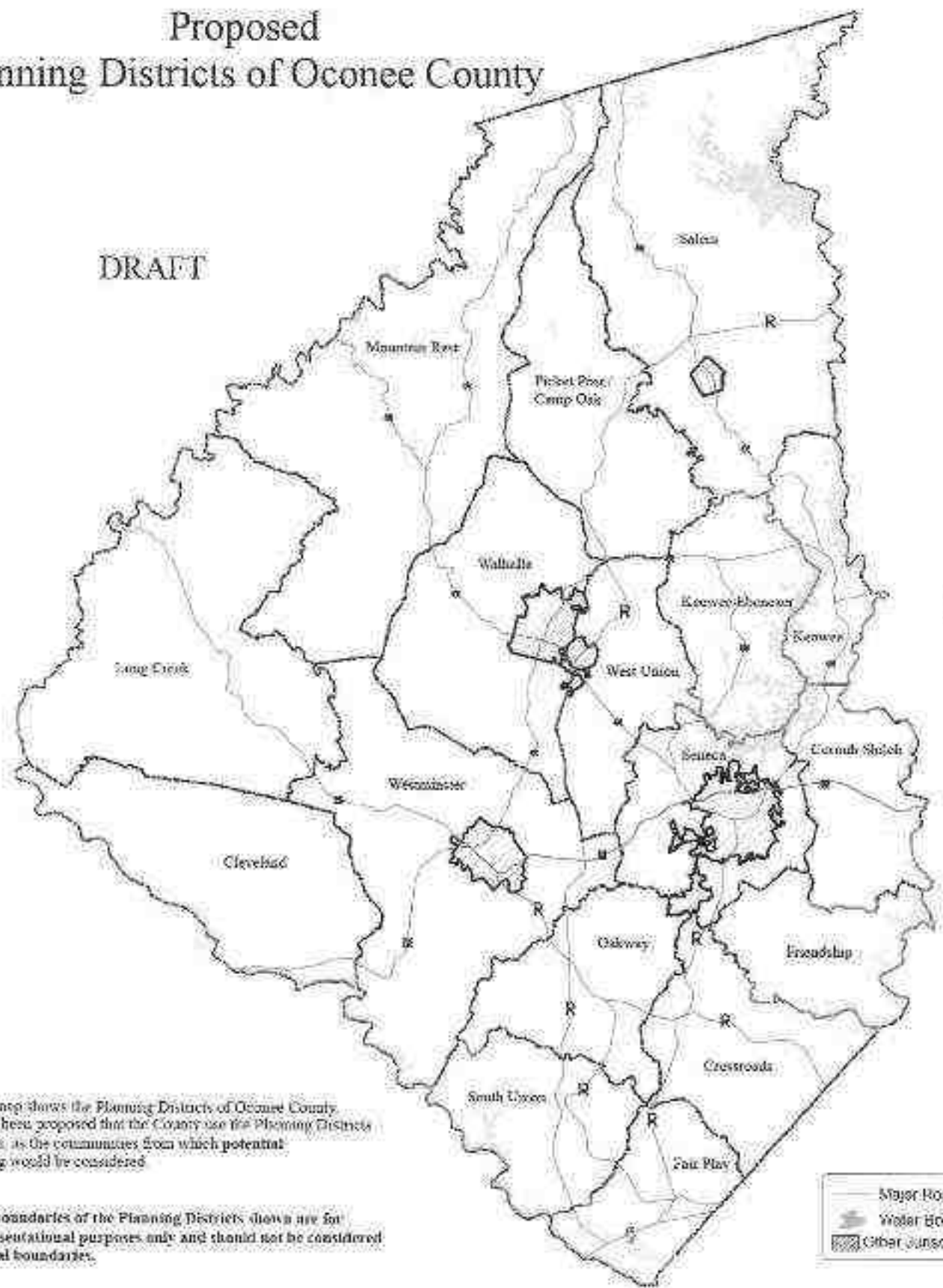
Map Date: 12/15/07  
Scale: 1" = 1 Mile





# Proposed Planning Districts of Oconee County

DRAFT



This map shows the Planning Districts of Oconee County. It has been proposed that the County use the Planning Districts shown as the communities from which potential zoning would be considered.

The boundaries of the Planning Districts shown are for representational purposes only and should not be considered official boundaries.

Major Roads  
Water Bodies  
Other Jurisdictions





**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 23, 2008  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Project Boomer  
Second Reading Ordinance No. 2008-16  
Second Reading Ordinance No. 2008-17

**BACKGROUND OR HISTORY:**

Project Boomer is requesting the extension of a FILOT and the addition of an Infrastructure Credit of 15% for 10 years on the new investment of at least \$10.0M.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This company has invested at least \$9.0M of prior committed \$13.0M FILOT Agreement. This request will hopefully allow them to capture a new project that will bring another \$10.0+M investment and the possible creation of 50+ jobs.

**STAFF RECOMMENDATION:**

Approve the FILOT extension and the Infrastructure Credit requested. It is also recommended that you amend Ordinance 2006-27 to allow Project Boomer to be placed in a Multi-County Park with Pickens County.

**FINANCIAL IMPACT:**

Preliminary estimates indicate the new investment will bring approximately \$1.167M in fees to the County over the next 20 years. Although new jobs are not required to approve a FILOT agreement this investment could bring the creation of 50 plus jobs that will earn approximately \$14.85/hr or \$33,670 annually. These 50+ new jobs are estimated to add \$1,633,500 in new wages to the County each year.

**ATTACHMENTS**

Cost Benefit Analysis for Project Boomer as of 9-16-08

**Submitted or Prepared By:**

James W. Alexander  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Dale Surrency, County Administrator

**Reviewed By/ Initials:**

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

\_\_\_\_\_ Finance

\_\_\_\_\_ Grants

**C: Clerk to Council**

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

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE NO. 2008-16**

AN ORDINANCE BY OCONEE COUNTY, SOUTH CAROLINA, AUTHORIZING AN INFRASTRUCTURE TAX CREDIT (PROJECT BOOMER), THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID INFRASTRUCTURE TAX CREDIT AND APPROVAL OF THE AMENDMENT AND EXTENSION OF THE FEE AGREEMENT DATED AS OF DECEMBER 1, 2007, INCLUDING CERTAIN OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County") acting by and through its County Council is empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, Title 4, Chapter 1 and Chapter 29 and Title 12, Chapter 44, as amended, (jointly the "Act") to acquire, own, pay for, lease and dispose of infrastructure in order to enhance the economic development of the State of South Carolina (the "State") by inducing manufacturing and commercial enterprises to locate or expand in and remain in the State, and thus utilize and employ the manpower, agricultural products and natural resources of the State; and

WHEREAS, the County is authorized by Sections 4-1-175 and 4-29-08 of the Act to grant an infrastructure tax credit, which is a credit solely against payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding infrastructure in order to enhance the economic development of the County, capitalized interest on the infrastructure tax credit (as described in the Act) and the costs of issuance of said credit; and

WHEREAS, the Project Boomer (the "Company") and the County entered into a fee agreement dated as of December 1, 2007 (the "Fee Agreement") by which the Company agreed to invest not less than \$15,000,000; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated September 9, 2008, by and between the Company and the County, the Company has determined that it desires to expand its manufacturing facility (the "Project"), which facility will include certain infrastructure to be owned, leased or used by the Company and to be located on the real property described in *Exhibit A* attached hereto (the "Infrastructure"); and

WHEREAS, the Company has the opportunity to invest in and expand its facility (the "Facility") in the County by an investment additional to that agreed to in the Fee Agreement of not less than \$10,000,000 and desires the County to amend the Fee Agreement and provide for an additional five (5) years to invest in the project as provided in Section 12-44-30(13) of the Act (the "Amended Fee Agreement"); and

Section 3. Pursuant to the authority of the Act, there is hereby authorized to be issued, and granted, an Infrastructure Credit of the County in the amount equal to Fifteen (15%) percent of the Fee Payments for the Project for each of the first ten (10) years of payments in lieu of tax for the Project, for the purpose of defraying the cost of the Infrastructure, so as to induce the Company to locate a facility in the County.

Section 4. The Chairman of the County Council is hereby authorized, empowered and directed to execute and deliver the Amended Fee Agreement. The Clerk to the County Council is hereby authorized and directed to affix the corporate seal of the County to the Amended Fee Agreement and to attest the same. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes, insertions and omissions therein as do not impose liability upon the County and as shall be approved by the Chairman of the County Council executing the same, with the advice of counsel, said execution to constitute conclusive evidence of such approval.

Section 5. The Infrastructure Credit shall be chargeable solely against the Fee Payments for the Project. The Infrastructure Credit does not and shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Such limitation shall be plainly stated on the face of the Amended Fee Agreement. Nothing in this Ordinance or the Amended Fee Agreement shall be construed as an obligation or commitment by the County to expend any of its funds other than the Infrastructure Credit against the Fee Payments for the Project.

Section 6. The Amended Fee Agreement shall be executed in the name of the County with the manual or facsimile signatures of the Chairman of the County Council and shall be attested by the manual or facsimile signature of the Clerk to the County Council of the County. In case the officers whose signature shall appear on the Amended Fee Agreement shall cease to be such officers before the delivery of the Amended Fee Agreement, such signatures shall nevertheless be valid and sufficient for all purposes, the same as if such officers had remained in office until delivery.

Section 7. The Chairman of the County Council and the Clerk of the County Council and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 8. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.



**EXHIBIT "A"**

**DESCRIPTION OF LAND**

## Cost/Benefit Analysis

### Project Boomer

#### Oconee

#### Project Data

New Building (Construction)	\$	3,100,000
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Cor)	\$	12,800,000
Employees		53
Avg. Hourly Wage	\$	16.00
Avg. Salary	\$	32,000
Total Direct Payroll	\$	1,696,000

#### Project Multipliers

Income		1.03
Investment -- Construction		1.50
Investment -- Machinery		0.20

#### Employment Impacts

Employment -- Direct		53
Employment -- Indirect		0
Total Employment Impact		53

#### Net Costs

	Year 1	20-Year NPV
Local	\$ 68,309	\$ 823,971
Total State & Local Costs	\$ 68,309	\$ 823,971

#### Net Benefits

Local	\$ 136,173	\$ 681,738
Local Economy	\$ 8,741,686	\$ 26,719,478
Total Local Benefits	\$ 8,877,859	\$ 27,401,216

	Year 1	20-Year NPV
<b>Local Government Costs</b>		
Fee-in-Lieu of Property Taxes	\$ 26,520	\$ 406,194
MCP Split	\$ 2,038	\$ 14,977
Special Sources	\$ 30,585	\$ 162,682
Govt Services	\$ 1,618	\$ 135,038
Education Costs	\$ 7,545	\$ 105,081
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
<b>Total Value of Costs</b>	<b>\$ 68,309</b>	<b>\$ 824,971</b>
<b>Local Government Benefits</b>		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 203,902	\$ 1,497,652
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ 54	\$ 750
Single Family - (Rental)	\$ 14	\$ 193
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ 311	\$ 7,115
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
<b>Total Value of Benefits</b>	<b>\$ 204,481</b>	<b>\$ 1,505,710</b>
<b>Net Local Benefits</b>	<b>\$ 136,173</b>	<b>\$ 681,738</b>
<b>Local Benefit/Cost Ratio</b>	<b>2:1</b>	<b>1:1</b>
<b>Local Economy Benefits</b>		
Total Private Sector Benefits	\$ 2,741,686	\$ 26,719,408

**Project Name:** Project Diverse  
**County:** Gloucester  
**Manufacturing (yes/no):** yes  
**SIC:** 37

**Investment & Operations**

**New Building (Contribution):**  
 Existing Building:  
 Cost of:  
 Equipment (i.e., Roll-over Capital)  
 Utilities (if publicly owned):  
 Annual estimated cost of operational supplies

\$ 3,000,000  
 -  
 -  
 \$ (2,500,000)  
 -  
 -

**Project Multipliers**  
 Use Inflow Multiplier?  
 Income  
 Investment - Construction  
 Investment - Machinery  
 Employment (Total Jobs - Direct Jobs)  
 Average Annual Salary (State or County)

no  
 1.00  
 1.60  
 0.20  
 1.00  
 \$26,558

**Employment**

**Employees**  
 Avg. Month Wage  
 Avg. Salary  
 Total Direct Payroll  
 Total Direct & Indirect Payroll  
 Percent New Residents

70  
 \$ 16,000  
 \$ 32,000  
 \$ 1,696,000  
 \$ 1,696,000  
 3%

**Employment Impacts**  
 Employment - Direct  
 Employment - Indirect  
 Total Employment Impact  
 Discount Rate

33  
 4  
 33  
 6.90%

**Taxes**

**Multi-county Risk (Yes/No)**  
 Economic Impact Zone (Yes/No)  
 Is "free zone of taxes" offered?  
 If FLDOT, assessment rate  
 If ILLDOT, is millage levied (yes/no)  
 Social Service (Y)  
 Council (Y/N)

yes  
 no  
 yes  
 6%

300  
 100  
 300  
 1.5%

### General County Information

	70,567	County Population
	21,458	County Per-Capita Income
\$	28,617,965	County Operating Budget (not including schools)
	405.54	Average Per Capita Cost for County Services
	0%	Local Option Sales Tax Rate (0, 1%, or 2%)
	1%	Multi-county Park Split
\$	1,140,000,000	Gross Retail Sales in County
\$	16,195	Per Capita Retail Sales
\$	0.75	Retail Sales per \$1K of Income
	0.070	County Ordinary Millage
	0.134	Millage other than County Ordinary
	1.0%	Annual Millage Growth
\$	\$,258	Assessed Value for Average Single Family Home
\$	\$,120	Assessed Value of Rental Property
\$	-	Assessed Value of Multi-family housing
	79%	% Residents that Own
	21%	% Residents that Rent
	0%	% Residents in multi-family housing
	2.51	Average Number of Persons per Household
	0.54	Average Number of School Age Children Per Household
	\$,788	Average Local Public School Cost Per Pupil
\$	3,293	Average State Cost Per Pupil
	7%	Inflation factor
\$	15,000	Average cost of an automobile
	50%	% Construction materials bought locally
	80%	% Operating materials bought locally

## Cost/Benefit Analysis

### Project Boomer

#### Oconee

#### Project Data

New Building (Construction)	\$	3,100,000
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Cor	\$	12,800,000
Employees		53
Avg. Hourly Wage	\$	16.00
Avg. Salary	\$	32,000
Total Direct Payroll	\$	1,696,000

#### Project Multipliers

Income		1.00
Investment -- Construction		1.60
Investment -- Machinery		0.20

#### Employment Impacts

Employment -- Direct		53
Employment -- Indirect		0
Total Employment Impact		53

#### Net Costs

	Year 1	20-Year NPV
Local	\$ 68,309	\$ 823,971
Total State & Local Costs	\$ 68,309	\$ 823,971

#### Net Benefits

Local	\$ 136,173	\$ 681,738
Local Economy	\$ 3,741,686	\$ 26,719,478
Total Local Benefits	\$ 3,877,859	\$ 27,401,216



	Year 1	30-Year NPV
<b>Local Government Costs</b>		
Fee-in-Lieu of Property Taxes	\$ 26,520	\$ 406,154
MCP Split	\$ 2,039	\$ 14,977
Special Source	\$ 30,585	\$ 162,082
Gov't Services	\$ 1,618	\$ 13,038
Education Costs	\$ 7,945	\$ 105,081
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
<b>Total Value of Costs</b>	<b>\$ 68,309</b>	<b>\$ 823,971</b>
<b>Local Government Benefits</b>		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 203,902	\$ 1,487,652
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Single family - (Owner occupied)	\$ 54	\$ 750
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LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
<b>Total Value of Benefits</b>	<b>\$ 204,481</b>	<b>\$ 1,505,710</b>
<b>Net Local Benefits</b>	<b>\$ 136,173</b>	<b>\$ 681,738</b>
<b>Local Benefit/Cost Ratio</b>	<b>2:1</b>	<b>1:1</b>
<b>Local Economy Benefits</b>		
Total Private Sector Benefits	\$ 8,741,686	\$ 26,719,478

Project Name: Project Phoenix  
 County: Central  
 Manufacturing (yes/no): YES  
 SIC: 47

**Investment & Operations**

New Building (Construction)  
 Existing Building  
 Land Cost  
 Equipment (Less Salvage/Lease)  
 Utilities (if publicly owned)  
 Annual estimated cost of operations supplies

1 \$1,100,000  
 1 \$  
 1 \$2,800,000  
 1 \$  
 1 \$  
 1 \$

**Project Multipliers**  
 The Impact Multiplier  
 Income  
 Investment - Construction  
 Investment - Machinery  
 Employment (Total Jobs - Direct Jobs)  
 Average Annual Salary (Plus in County)

10  
 1.00  
 1.60  
 0.20  
 1.20  
 \$28,596

**Employment**

Employees  
 Avg. Hourly Wage  
 Avg. Salary  
 Total Direct Payroll  
 Total Direct & Indirect Payroll  
 Project New Residents

53  
 \$16,000  
 \$2,000  
 \$1,096,000  
 \$2,096,000  
 355

**Employment Impacts**  
 Employment - Direct  
 Employment - Indirect  
 Total Employment Impact  
 Resident Rate

53  
 0  
 53  
 6.50%

**Taxes**

Multicounty Park (Yes/No)  
 Economic Impact Zone (Yes/No)  
 Is "fee in lieu of taxes" offered?  
 If ELOT, Assessment rate  
 If ELOT, in millage (local/county)  
 Special Rates (in  
 Length (Yr.)

Yes  
 No  
 No  
 60%  
 300  
 4.0%  
 10

### General County Information

	76,567	County Population
	21,458	County Per Capita Income
\$	28,617,865	County Operating Budget (not including schools)
	405.54	Average Per Capita Cost for County Services
	0%	Local Option Sales Tax Rate (0.1% or 2%)
	1%	Multi-county Park Split
\$	1,140,000,000	Gross Retail Sales in County
\$	15,155	Per Capita Retail Sales
\$	0.75	Retail Sales per \$33 of Income
	0.070	County Ordinary Millage
	0.154	Millage other than County Ordinary
	1.0%	Annual Millage Growth
\$	3,258	Assessed Value for Average Single Family Home
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\$	3,293	Average State Cost Per Pupil
	7%	Inflation factor
\$	15,000	Average cost of an automobile
	50%	% Construction materials bought locally
	80%	% Operating materials bought locally

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY COUNCIL  
ORDINANCE NO. 2008-17**

**AN ORDINANCE TO AMEND ORDINANCE NO. 2006-027 RELATING TO  
THE INDUSTRIAL/BUSINESS PARK OF OCONEE AND PICKENS  
COUNTIES SO AS TO ENLARGE THE PARK.**

**WHEREAS**, pursuant to Ordinance No. 2006-027 enacted on December 5, 2006 by Oconee County Council, Oconee County (the "County") entered into an Agreement for Development of Joint County Industrial and Business Park dated as of January 16, 2007 with Pickens County (the "Original Agreement") (hereinafter referred to as the "Park Agreement"); and

**WHEREAS**, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of the County and Pickens County; and

**WHEREAS**, the County is desirous of enlarging the Park by the addition of the property described on Exhibit A attached hereto; and

**WHEREAS**, the County and Pickens County agree that July 25, 2014 will be the effective date of the addition of the property in the Park described on Exhibit A attached hereto; and

**WHEREAS**, it is now desired that the boundaries of the Park be enlarged; and

**NOW, THEREFORE**, be it ordained by Oconee County Council that the Park Agreement is hereby and shall be amended to include the property in Oconee County described in the schedule attached to this Ordinance (as such description may be hereafter refined), and that the Chairman of Oconee County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the within enlargement.

**DONE** in meeting duly assembled this \_\_\_\_\_ day of October, 2008.

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
George C. Blanchard, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

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

First Reading:           September 9, 2008  
Second Reading:       September 23, 2008  
Public Hearing:         October 21, 2008  
Third Reading:         October 21, 2008



WITNESS our hands and seals of this \_\_\_\_\_ day of October 2008.

OCONEE COUNTY, SOUTH CAROLINA

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

George C. Blanchard, Chairman of County Council  
Oconee County, South Carolina

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

Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina



**EXHIBIT A  
LAND DESCRIPTION  
OCONEE COUNTY**

**TRACT 1**

Timken US Corporation  
430 Torrington Road  
Walhalla, South Carolina 29691

All that certain piece, parcel or tract of land situate, lying and being in West Union School District, Oconee County, South Carolina, containing 107.45 acres, more or less, as will appear by plat thereof prepared by Schomacher Engineering Services, Dated September 25, 1966, revised November 9, 1966 and February 20, 1967, recorded in Plat Book P-29, page 133 in the office of the Clerk of Court for Oconee County, South Carolina, BEGINNING at a point in the center of Road S 37-324, thence S 75-13 E 34.7 feet to an iron pin corner, old; thence S 35-3 E 1464.6 feet to an iron pin corner, old; thence S 18-16 W 1418.89 feet to an iron pin corner, new; thence N 73-32 W 811.15 feet to an iron pin corner, old; thence S 05-38 W 481 feet to an iron pin corner, old; thence N 74-54 W 1348.93 feet to an iron pin corner, new; thence N 15-32 E 443.85 feet to L.P.O.; thence N 70-48 W 124.93 feet to L.P.O.; thence N 15-20 E 1604.90 feet to L.P.O.; thence N 74-38 W 1050.31 to a stone corner, old; thence N00-41 W 237.32 feet to L.P.O.; thence N 76-47 E 1351.79 feet to a nail in the center of bituminous road, designated Point "B"; thence S 26-42 E 474.8 feet along center of road to a nail; thence S 35-51 E 276.8 feet along center of road to a nail; thence S 16-07 E 264.8 feet along center of road to a nail; thence S 09-20 E 222.8 feet along center of road to point designated Point "A", same being the point of beginning. Said tract being the major portion of a tract of land conveyed to the Torrington Company (Maine) by Piedmont-Oconee Corp, by deed dated June 17, 1960, recorded in Deed Book 8-F, page 8, and the property conveyed by deed of Leroy C. Martin and Raleigh L. Martin to the Torrington Company (Maine) dated January 25, 1967, recorded in Deed Book 10-B at page 35, which said conveyance was made to make the center line of road the property line and by deed of James Robert LeCroy to the Torrington Company (Maine) dated February 14, 1967, recorded in Deed Book 10-B, page 34 which deed was made to make the center line of road the line, less a strip of land conveyed by The Torrington Company (Maine) to James Robert LeCroy by deed dated July 25, 1967, recorded in Deed Book 10-E, page 87, which deed was made for the purpose of making the center line of the road the property line.

**TRACT 2 - This property will be added to the Park effective July 25, 2014**

**PROJECT BOOMER**



STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2008-18

**"THE 2008-2009 SUPPLEMENTAL APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY"**

**BE IT ORDAINED**, by Oconee County Council in Council duly assembled, upon Second reading:

**SECTION I:**

This Ordinance shall be known as "THE 2008-2009 SUPPLEMENTAL APPROPRIATIONS ORDINANCE 2008-18 FOR OCONEE COUNTY".

**SECTION II:**

The purpose of this Ordinance is to amend and modify the 2008-2009 APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY, Ordinance 2008-06 and to make appropriations, both supplemental and primary, from current revenue for the General Operation for the remaining portion of fiscal year 2008-2009 and to transfer funds from department accounts to other authorized uses as stated herein and to implement, approve and ratify the policies and other programs authorized by the Oconee County Council, and other matters relating thereto.

**SECTION III:**

The modifications set forth on Exhibit A attached hereto are approved. In the aggregate, the adopted fiscal year 2008-2009 budget stands at:

County General Operations           \$ 42,166,936

If these changes are adopted as recommended, the new amended budget will be:

County General Operations           \$ 42,166,936

**SECTION IV:**

Unless specifically modified, amended or deleted herein, all appropriations of funds created by the "APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY" (Ordinance 2008-06) is hereby ratified and shall remain in full force and effect as originally adopted. All other sections of Ordinance 2008-06 not modified, directly or by implication shall likewise remain in full force and effect.

OCONEE COUNTY, SOUTH CAROLINA

ATTEST:

\_\_\_\_\_  
George Blanchard  
Chairman, Oconee County Council

\_\_\_\_\_  
Elizabeth G. Hulse  
Clerk to County Council

First Reading:           September 8, 2008 [approved in title only]  
Second Reading:       September 23, 2008  
Public Hearing:  
Third Reading:

**Exhibit A Oconee County Amended Budget Ordinance 2008-18**

Code	Description	Ordinance 2008-09	Ordinance 2008-18	Amended Budget
<b>County Operations</b>				
<b>Revenues</b>				
010-090-00900-00000 County General Operations		36,929,597	407,614	37,337,211
010-090-00905-09999 General Fund Balance Carry Fwd		1,045,245	(295,044)	750,202
<b>Total Local Revenues</b>			<u>112,570</u>	
<b>State Revenue</b>				
010-081-00610-20005 State Aid		3,691,593	(112,570)	3,579,023
<b>Total State Revenue</b>			<u>(112,570)</u>	
<b>Federal Revenue</b>				
Total Federal Revenue		500,500	-	500,500
<b>Total County Operations Revenue</b>		<u>42,166,936</u>	<u>0</u>	<u>42,166,936</u>

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 09-23-08  
COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

County Group Health Insurance Renewal for 2008-09 plan year. Regarding Stop Loss Application and Contract.

**BACKGROUND OR HISTORY:**

On April 15<sup>th</sup>, 2008 the Council voted on the Medical Insurance renewal. A section of the renewal addressed the stop loss carrier, American National Insurance Company. The County maintains stop loss coverage for reinsurance on medical claims that reach \$75,000. Once Oconee County pays the limit of \$75,000, the stop loss carrier pickup and reimburses the County from that point. The contract with the stop loss carrier is negotiated during the renewal process and the contract is signed annually.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**STAFF RECOMMENDATION:**

Per the review of the contract by Brad Norton, County Attorney, recommendation is to sign contract.

**FINANCIAL IMPACT:**

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

Are Matching Funds Available:  
If yes, who is matching and how much:

**ATTACHMENTS**

(1) Contract copy

Submitted or Prepared By:

  
\_\_\_\_\_  
Department Head/Elected Official

Approved for Submittal to Council:

  
\_\_\_\_\_  
Dale Surrett, County Administrator

Reviewed By/ Initials:

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

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Grants

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





	<u>Covered Unit</u>	<u>Number of Units</u>
<input checked="" type="checkbox"/>	Single	\$59.27 219
<input checked="" type="checkbox"/>	Family	\$112.82 231

(5) AGGREGATE EXCESS COVERAGE

1) Coverages of the Benefit Plan to be included:

Sickness     Dental     Short Term Disability     Vision  
 Prescription (pre-paid) Card Service (included in medical (shown on proposal)  
Through \_\_\_\_\_  
(Name of Service Company)

2) Monthly Aggregate Retention Amount Table:

	<u>Med/RS-Cat.</u>	<u>Dental</u>	<u>STD</u>	<u>Other</u>
Single	\$491.87	\$ _____	\$ _____	\$ _____
Family	\$1,106.72	\$ _____	\$ _____	\$ _____

3) Number of Initial Covered Units:

	<u>Med/RS-Cat.</u>	<u>Dental</u>	<u>STD</u>	<u>Other</u>
Single	219	_____	_____	_____
Family	231	_____	_____	_____

4) Estimated Initial Annual Aggregate Retention Amount \$4,528,019

5) Minimum Annual Aggregate Retention Amount \$4,026,000

6) Percentage Annual Aggregate Retention Amount (included in above) 100%

7) Percentage Applicable to Minimum Annual Aggregate Retention Amount 101%

8) Reimbursement Factor: Percent of payments in excess of the Annual Aggregate Retention Amount 100%

9) Maximum Limit of Reimbursement Liability \$1,000,000

10) Benefit Payment Basis:

- Incurred on or after the Inception Date of the Treaty Period and Paid within the Treaty Period.
- Incurred within the Treaty Period and Paid within the Treaty Period plus \_\_\_\_\_ months following the Expiration Date of the Treaty Period.
- Paid within the Treaty Period.
- Paid within the Treaty Period, with claims limited to those incurred \_\_\_\_\_ months prior to the Treaty Inception Date and to SNEA.

11) Company Monthly Aggregate Premium Rate Per Employee Per Month \$5.65 PPPM

12) Aggregate Accumulation Option  Yes  No \$ \_\_\_\_\_ PPPM

13) Aggregate Terminal Liability Option  Yes  No \$ \_\_\_\_\_ PPPM

18) Total Aggregate Premium:

\$6.55 PMPM

Aggregate Premium Payment Mode:  Monthly  Annually

19) PERSONS TO BE COVERED—Unless otherwise indicated and approved by the Reliance, this Treaty covers employees who are actively at work and dependents who are not hospital confined. This Treaty is not intended to cover persons who cannot meet a "normal life activity" requirement whether a covered employee/dependent, retired employee or COBRA beneficiary. Disabled persons are excluded unless disclosed and endorsed on the Qualification of the Offer.

Application is made to cover:

	Yes	No
Retired Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COBRA Beneficiaries	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disabled Persons	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20) THIRD PARTY ADMINISTRATOR OF THE PLAN

Name: Benefit Administrators, Inc.

Address: P.O. Box 21308

City/State/Zip: Columbia, SC 29221

Telephone: 803-759-5001

21) DEPOSIT

A Deposit of \$100, if endorsed is apply toward Applicant's obligations under this Treaty.

This Application and attached Qualification of the Offer (if any) are an integral part of this Treaty.

Signed at Waltham, SC

Orange County \_\_\_\_\_  
Applicant (insert legal name)

Date: \_\_\_\_\_

By: (Officer's name and title)

Wendy B. Boon  
Wendy B. Boon  
Applicant's Agent of Record

**AMERICAN NATIONAL INSURANCE COMPANY**

One Moody Plaza • Galveston, Texas • 77550

(Herein called "The Reinsurer")

**WE, AMERICAN NATIONAL INSURANCE COMPANY  
BY THIS TREATY OF EXCESS LOSS REINSURANCE**

**TREATY NUMBER: ALLM0634**

**ISSUED TO: Oceokee County**

agree to pay the Excess Loss Reinsurance benefits provided herein upon receipt of satisfactory written proof of loss with respect to the reinsured Employer named above. Insofar as such loss relates to the self-insured Plan established by the Employer.

The consideration for coverage under this Excess Loss Reinsurance Treaty is the Employer's application and payment of the required premiums as they become due.

This Treaty takes effect on May 1, 2008, which will be the effective date and the date of issue. Treaty anniversaries will be on May 1 of each succeeding year. All periods indicated in this Treaty begin at 12:01 A.M. and end at 11:59 P.M. standard time at the office of the Employer.

The provisions and conditions of the pages that follow will form a part of this Treaty as fully as if recited in detail above the signature(s) appearing below.

Signed at the Administrative Office of the Reinsurer,



Secretary



President

**TREATY CANCELABLE BY THE REINSURER  
RENEWABLE AT THE OPTION OF THE REINSURER**

EXCESS LOSS REINSURANCE

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- Amendment
- Employee Benefit Plan
- Payment of Premium
- Grace Period
- Claims Administration
- Duration
- Group Specifications - Changes
- Records
- Loss Provisions
- Subrogation
- Legal Action
- Workers Compensation Insurance
- Statements and Warranties
- Notice and Proof of Loss
- Limit of Premium Refunds

AMERICAN NATIONAL INSURANCE COMPANY

SCHEDULE OF EXCESS LOSS REINSURANCE

Employer Identification Number: 37-600039

Employer ("You"): Orange County

Address: 413 South Pine Street, Walhalla, SC 29601

		<u>Inception Date</u>	<u>Expiration Date</u>
Treaty Period:		<u>May 1, 2008</u>	<u>April 30, 2009</u>
Expense Incurred Period:	Aggregate:	<u>May 1, 2007</u>	<u>April 30, 2008</u>
	Specific:	<u>May 1, 2007</u>	<u>April 30, 2008</u>
Expense Payment Period:	Aggregate:	<u>May 1, 2008</u>	<u>April 30, 2009</u>
	Specific:	<u>May 1, 2008</u>	<u>April 30, 2009</u>

Maximum Amount for Run-In Claims: Aggregate: Waived

Actively at Work Provision (waived or applied): Waived

**A: AGGREGATE EXCESS LOSS REINSURANCE**

Reinsurer's Limit of Liability (Aggregate Maximum Limit):

(1) 100% of paid aggregate losses which are in excess of the Aggregate Retention Amount, subject to a maximum limit of \$1,000,000.

(2) Maximum Amount Per Covered Person applicable to Aggregate Excess Loss Reinsurance: \$75,000

Aggregate Retention Amount:

(3) Retention Factor: Employee only: \$91,87; Family: \$1,106.70

(4) Minimum Aggregate Retention Amount: \$4,626,018

(5) Lines of Coverage:  Medical  Dental  Rx card  Vision

Short Term Disability  Other

**B. AGGREGATE EXCESS LOSS PREMIUM**

(1) Aggregate premium rate per employee \$3.65

(2) Deposit Premium \$N/A

(3) Minimum Premium (per coverage period) \$18,520

**C. SPECIFIC EXCESS LOSS REINSURANCE**

Reinsurer's Limit of Liability (Specific Maximum Limit):

(1) 100% of paid specific losses which are in excess of the Specific Retention Amount, subject to a maximum limit per Covered Person of \$1,925,000; maximum limit for [REDACTED] is \$1,850,000; (N/A for Mental and Nervous Disorders).

(2) Specific Retention Amount: \$75,000 per Covered Person, Specific Retention Amount for [REDACTED] is \$150,000; \$N/A per family (optional).

(3) Lines of Coverage:  Medical  Dental  Rx card  Vision

Short Term Disability  Other \_\_\_\_\_

**D. SPECIFIC EXCESS LOSS PREMIUM**

Specific Premium:

Employee only: \$50.27

Family: \$115.62

**E. CLAIMS ADMINISTRATOR**

Name: Benefit Administrators, Inc.

Address: P.O. Box 21308, Columbia, SC 29221

Accepted by Employer:

\_\_\_\_\_  
(Signature)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## 1. COVERAGE PROVISIONS

- A. **Aggregate Excess Loss Reinsurance:** The Reinsurer will reimburse You a percentage of Covered Benefits paid under Your Plan, subject to all terms and conditions of this Treaty, to the extent that such payments are incurred during the Expense Incurred Period, paid during the Expense Payment Period and exceed the Aggregate Retention Amount. The Reinsurer's liability to reimburse You is limited to the Aggregate Maximum Limit. For purposes of this provision, Covered Benefits cannot include any amounts that exceed the Specific Retention Amount per Covered Person.

The Expense Payment Period, Aggregate Retention Amount, Aggregate Maximum Limit, Specific Retention Amount per Covered Person, and the percentage that the Reinsurer will reimburse You are shown in the Schedule. We will pay You as soon as reasonably possible after the end of Your Treaty Period, upon receipt of the necessary documentation for reimbursement. We will not make any payments to You unless all premiums due hereunder are paid on a current basis.

- B. **Specific Excess Loss Reinsurance:** The Reinsurer will reimburse You a percentage of Covered Benefits paid under Your Plan, subject to all terms and conditions of this Treaty, to the extent such payments are incurred during the Expense Incurred Period, paid during the Expense Payment Period and exceed the Specific Retention Amount. The Reinsurer's liability to reimburse You is limited to the Specific Maximum Limit.

The Expense Incurred Period, Expense Payment Period, Specific Retention Amount, Specific Maximum Limit, and the percentage that the Reinsurer will reimburse You are shown in the Schedule. We will pay You any benefits that We have determined are due as soon as reasonably possible following receipt of the necessary documentation for reimbursement. We will not make any payments to You unless all premiums due hereunder are paid on a current basis.

## 2. DEFINITIONS

- A. **ACTIVELY AT WORK** (or "Active Work," or "Active Service") -

The performance of all the regular duties of employment for the Employer on a full-time (at least 30 hours per week), at normal pay, at the Employer's normal place of business. An Employee will be considered Actively at Work on each day of a regular paid vacation or a regular non-working day on which he is not disabled, if he was Actively at Work on his last scheduled work day.

If an employee eligible under Your Benefit Plan is not Actively at Work (or if an eligible dependent is hospital confined or totally disabled, i.e., unable to perform the normal functions and activities of a person of the sex and age in good health) when such person's coverage under Your Plan or this Treaty (whichever is less) would otherwise take effect, coverage under this Treaty will not become effective until the day next following: 1) the employee's return to Active Service, or 2) the end of the dependent's hospital confinement or total disability. The employee or dependent must continue to meet the eligibility



requirements of Your Plan in order for such deferred coverage to become effective under this Treaty. No benefits shall be provided under this Treaty for any expenses incurred during such non-covered period(s), nor shall any such expenses apply toward the Specific Retention Amount or be considered a Covered Benefit for Aggregate Excess Loss Reinsurance hereunder.

**B. AGGREGATE RETENTION AMOUNT:** as shown in the Schedule, is the total amount of eligible expenses incurred and paid with respect to all persons covered under Your Plan, and will be determined at the end of the Treaty Period by use of the following formula:

- i. The total number of employees and their dependent units who are covered under Your Plan at the beginning of each month during the Treaty Period will be multiplied by the appropriate Retention Factor stated in the Schedule.
- ii. The sum of the monthly amounts computed as described in (i) above will be the Aggregate Retention Amount, except that the Aggregate Retention Amount will never be less than the Minimum Aggregate Retention Amount stated in the Schedule.
- iii. This aggregate amount does not include any payments You made to a Covered Person that were reimbursable under the Specific Excess Loss Reinsurance, or were in excess of the Maximum Amount Per Covered Person chargeable to the aggregate as stated in the Schedule of Excess Loss Reinsurance. The aggregate also does not include: Plan deductibles; Plan coinsurance, copayments or claims not covered under the terms of the Plan Document; expenses reimbursable from any other source; or costs of claim administration or litigation.
- iv. If this Treaty terminates prior to the end of Treaty Period, the Minimum Aggregate Retention Amount will not be pro-rated.

**C. AGGREGATE RETENTION AMOUNT FACTOR:**

- i. **EMPLOYEE-ONLY RETENTION FACTOR:** The amount specified in the Schedule of Excess Loss Reinsurance that is multiplied by the number of Covered Employees when determining the Aggregate Retention Amount.
- ii. **FAMILY RETENTION FACTOR:** The amount specified in the Schedule of Excess Loss Reinsurance that is multiplied by the number of Covered Employees with Covered Dependents when determining the Aggregate Retention Amount.
- iii. **COMPOSITE RETENTION FACTOR:** The amount specified in the Schedule of Excess Loss Reinsurance which is multiplied by the number of Covered Employees with or without Covered Dependents when determining the Aggregate Retention Amount.

- D. **CLAIMS ADMINISTRATOR** means the individual or entity named in the Schedule of Excess Loss Reinsurance to perform claim processing under Your Plan on Your behalf and which has been approved to do so by the Reinsurer;
- E. **COVERED BENEFITS**, for the purposes of reimbursement under this Treaty, are limited to the expenses incurred by a Covered Person that are:
- i. covered under the terms of Your Plan, taking into account all of the exclusions and limitations in Your Plan; and
  - ii. incurred during the Expense Incurred Period; and
  - iii. paid during the Expense Payment Period; and
  - iv. included in the Covered Benefits shown in the Schedule; and
  - v. not otherwise limited or excluded by this Treaty.

It should be noted that Covered Benefits may not always be the same for Specific and Aggregate coverage, see Schedule for details. Covered Benefits do not include claim administrative fees, consulting fees, claim investigative expenses, legal fees, or other expenses related to litigation issues.

F. **COVERED PERSON**

- (a) Means an employee or an employee's dependent who meets the eligibility requirements as set forth under Your Plan. The employee or dependent must not have incurred medical expenses the lesser of 50% of the Specific Retention Amount shown on the Schedule page or \$10,000 during the 12 months immediately preceding the effective date of this Treaty without being disclosed to and approved by the Reinsurer.
- (b) If the Actively At Work provision applies as shown in Schedule, then the Covered Person must be Actively At Work on the effective date of this Treaty. If the employee is not Actively At Work on the effective date and the Actively At Work provision applies, then coverage will not be effective until the employee or dependent satisfies the Actively At Work provisions.
- (c) If the Actively At Work provision is waived on the Schedule page, then the Covered Person must satisfy (a) above.

- G. **ELIGIBLE EXPENSE** means a charge that is covered and payable under Your Plan.

- H. EXPENSE INCURRAL PERIOD**, as shown in the Schedule, means the period of time during which an expense covered under Your Plan must be incurred by a Covered Person to count as a Covered Benefit under this Treaty. The Schedule may include an additional Run-In Expense Incurred Period preceding the start of the Treaty Period. An expense is incurred on the date the service, treatment, supply, or facility is provided.
- I. EXPENSE PAYMENT PERIOD**, as shown in the Schedule, means the period of time during which payment must be made for expenses covered under Your Plan in order to satisfy a deductible or receive reimbursement under this Treaty. An expense is considered paid on the date the check is issued, provided it is mailed and paid upon presentation.
- J. MAXIMUM AMOUNT FOR RUN-IN CLAIMS**, if any as shown in the Schedule, means the maximum allowable claim amount applied towards the Aggregate Retention Amount that was incurred during the Expense Incurred Period and paid during the Expense Payment Period.
- K. MINIMUM AGGREGATE RETENTION AMOUNT** means the minimum amount of aggregate Covered Benefits that must be paid under Your Plan before any benefits become payable under the Aggregate Excess Loss Reinsurance provisions of this Treaty. This amount is specified in the Schedule of Aggregate Excess Loss Reinsurance, and the full amount will apply even if coverage terminates during the Treaty Period.
- L. PAID CLAIM** means charges that are covered and payable under Your Plan, that have been adjudicated and approved, with check or draft issued and placed in the U.S. mail, for which sufficient funds are on deposit on the date said check or draft is issued, and which said check or draft is paid upon presentation.
- M. PLAN** means Your self-funded employee benefit plan approved by the Reinsurer. A copy of Your Plan Document is attached to Your Application for Excess Loss Reinsurance and is made a part of this Treaty.
- N. PLAN DOCUMENT** means a detailed written description of the Employer's self-funded Plan.
- O. REINSURER** means American National Insurance Company.
- P. SCHEDULE** means the Schedule of Excess Loss Reinsurance showing the various Excess Loss Reinsurance features for the Employer and which is made a part of this Treaty.
- Q. YOU or YOUR** means the reinsured Employer named in the Schedule.
- R. WE or OUR or US** means American National Insurance Company.

3. EXCLUSIONS AND LIMITATIONS OF LIABILITY:

- A. The Reinsurer's liability under this Treaty is limited to reimbursement of claims amounts properly paid to, or on behalf of, Covered Persons under Your Plan, and for those Covered Benefits stated in the Schedule.
- B. The Reinsurer will not be liable for claims amounts paid which are not covered under the terms and provisions of Your Plan.
- C. The Reinsurer will not be liable for claims amounts paid which can be recovered from or attributed to any other plan of coverage, or recovered by applying the coordination of benefits provisions of Your Plan.
- D. The Reinsurer will not be liable for punitive, exemplary or consequential damages and You shall hold the Reinsurer harmless from any damages of any kind which are not caused by the Reinsurer's own acts or omissions.
- E. The Reinsurer will not be liable for claims amounts paid for the care or treatment of sickness or injury which is caused by war, declared or undeclared, or any act of war, within the act of committing a felony; or for services payable under government programs or private medical research programs.
- F. The Reinsurer will not be liable for benefits paid under Your Plan for services not medically necessary.
- G. The Reinsurer will not be liable for benefits paid under Your Plan for charges in excess of "usual and customary" fees.
- H. The Reinsurer will not be liable for benefits paid under Your Plan for mental and nervous/psychological and drug related expenses in excess of the lifetime maximum shown on the Schedule page.
- I. The Reinsurer will not be liable for expenses incurred while Your Plan is not in force with respect to any otherwise Covered Person.
- J. The Reinsurer will not be liable for liability assumed by You under any contract, service agreement or arrangement other than Your Plan.
- K. The Reinsurer will not be liable for any expense incurred due to or as a consequence of noncompliance with any applicable state or federal statute or regulation.
- L. The Reinsurer will not be liable for expenses incurred as a result of accidents, bodily injury or sickness arising out of or in the course of any occupation or employment for

wage or profit, or for which the Covered Person is entitled to benefits under any workers' compensation or occupational disease policy, whether or not any such policy is actually in force.

M. The Reinsurer will not be liable for any costs of claim administration under Your Plan, for any payments or services provided by the Claims Administrator, or for consulting fees or litigation costs.

N. The Reinsurer will not be liable for expenses incurred as a result of radioactive contamination or the hazardous properties of nuclear material.

O. The Reinsurer will not be liable for expenses incurred prior to the Inception Date of the Treaty Period and/or Expense Incurrence Period of this Treaty.

P. The Reinsurer will not be liable for benefits paid under Your Plan for Experimental or Investigational Medicine, i.e., equipment, drugs or devices, services, supplies, tests or medical treatment or procedures (generally, individually or collectively called "Regimens") which, when used for treatment of a specific illness or injury, are experimental, investigational or oriented toward research. Experimental or Investigational Medicine will not be considered medically necessary.

A drug, device, service, supply, test, or medical treatment or procedure is Experimental or Investigational under this Treaty and no benefits will be payable if, at the time it is to be used or furnished:

i. The Regimens have not received final approval from the U.S. Food and Drug Administration (FDA) for the lawful marketing of the Regimens for the specific injury or illness to be treated; or

ii. The Regimens have not received the approval or endorsement of the American Medical Association (AMA) for the specific injury or illness to be treated; or

iii. The Regimens have not received the approval or endorsement of the National Institutes of Health (NIH) or its affiliated institutes for the specific injury or illness to be treated; or

iv. The Regimens are to be or are being used or studied in proposed or ongoing clinical research or clinical trials as evidenced by an Informed Consent or treating facility's protocol; or are part of a proposed or ongoing Phase I, II, or III clinical trial; or are the subject of proposed or ongoing research or studies to determine their dosage, safety, toxicity, efficacy, or their efficacy as compared to other means of treatment or diagnosis; or

v. The opinion of medical or scientific experts (as reflected in published reports or articles in medical and scientific literature; or the written protocol(s) used by the treating facility or other facilities studying substantially the same or similar drugs, devices,



services, supplies, tests, treatments or procedures; or the Informed Consent uses by the treating facility or other facilities studying substantially the same or similar drugs, devices, services, supplies, tests, treatments or procedures) indicates that further studies, research, or clinical trials of the Regimens are necessary to determine their dosage, safety, toxicity, efficacy, or their efficacy as compared to other means of treatment or diagnosis; or

- vi. The Regimens have not been proven effective for the specific injury or illness as of the date the treatment is provided.

Any claims amounts paid by Your Plan which are excluded by virtue of the above EXCLUSIONS AND LIMITATIONS OF LIABILITY will also be excluded from contributing to either the Aggregate Retention Amount or Specific Retention Amount of this Treaty.

4. **PREMIUM: Specific Excess Loss Premium.** Premiums are payable by You on an installment basis. Each monthly premium shall be computed by multiplying the Specific Premium rate stated in the Schedule by the number of respective employees and dependent units who are covered under Your Plan at the beginning of each month during the Treaty Period. The first premium is due on the inception date of the Treaty, and subsequent premiums are due on the first day of each month thereafter. The Reinsurer reserves the right to adjust premium rates under monthly factors if: a) there is a change in Your Plan's benefits; b) the Employer's location changes; c) the number of employees varies by more than 20%; d) the nature of the Employer's business changes; or e) prior claims experience submitted by You or Your agent as a basis for determining the retention factors under this Treaty is inaccurate.

**Aggregate Excess Loss Premium:** The Deposit Premium shown in the Schedule is payable by You on the Inception Date of the Treaty Period. Premiums are payable at the beginning of each month during the Treaty Period, or portion thereof. Premiums will not be prorated for any partial month of coverage; a full month's premium will be payable for any such period. The final earned aggregate premium, at the end of each Treaty Period, or portion thereof if the coverage terminates sooner, will be either the aggregate premium paid to date including the Deposit Premium, or the Minimum Premium stated in the Schedule, whichever is greater. The Minimum Premium will be apportionable regardless of how long coverage remains in force during the Treaty Period. Any balance due Us after deducting the Deposit Premium from final earned premiums will be payable by You within 30 days after the expiration date of the Treaty Period, or portion thereof if coverage terminates sooner. If the Deposit Premium exceeds the larger of the final earned premium and the Minimum Premium, the excess will be payable to You within 30 days after the expiration date of the Treaty Period, or portion thereof if coverage terminates sooner.

5. **RENEWAL:** This Treaty may be renewed only if renewal is mutually agreeable to both You and the Reinsurer. If the Reinsurer refuses to renew, it must give written notice to You at least 21 days prior to the anniversary date. If the Treaty is renewed, a new Schedule will be issued to reflect any changes agreed upon by You and the Reinsurer.

**6. GENERAL PROVISIONS:**

**A. Amendment**

This Treaty may be amended from time to time by mutual consent of You and the Reinsurer. Any such amendment shall be without prejudice to any claims arising prior to the date of change. No agent or other person, except an officer of the Reinsurer, has authority to waive any conditions or restrictions of this Treaty, or to bind the Reinsurer by making any promise or representation or by giving or receiving any information. No change in this Treaty shall be valid unless evidenced by an endorsement to it signed by You and by an officer of the Reinsurer.

**B. Employee Benefit Plan**

The terms and provisions of Your Plan will be in accordance with that which is in effect at the Inception Date of this Treaty. Your Plan cannot be changed in any way while this Treaty is in force without the advance written consent of the Reinsurer.

**C. Payment of Premium**

You shall remit all premiums either to the Reinsurer at its Administrative Office or to an authorized representative of the Reinsurer. Except as otherwise provided under the General Provision "D", this Treaty shall automatically terminate if any premium is not paid when due.

**D. Grace Period**

If any premium is not paid in full on or prior to its due date, a grace period of 31 days following the premium due date shall be granted for the payment of that premium. This Treaty shall continue in full force and effect during the grace period. You shall be liable to the Reinsurer for all premiums remaining unpaid on the date of termination of coverage, including premium for the days of the grace period during which coverage remains in force. If You do not pay all due premiums before the end of the grace period, this Treaty will automatically cease at the end of such grace period.

**E. Claims Administration**

While this Treaty is in force, You shall employ, at Your own expense, the services of the Claims Administrator listed in the Schedule. The Claims Administrator will be Your agent, and will not be considered an agent of the Reinsurer. The services of the Claims Administrator cannot be terminated without the advance written consent of the Reinsurer. Such consent shall only be granted in the event that the Claims Administrator is to be replaced by another acceptable to the Reinsurer.



**F. Duration**

This Treaty will commence on the inception Date shown in the Schedule. It will terminate and all coverage provided by this Treaty will cease on the earliest of the following dates:

- i. the Treaty Period Expiration Date shown in the Schedule;
- ii. the end of the grace period, if any premium remains unpaid;
- iii. the date Your Plan terminates, or the date it changes, except as provided in General Provision "B" above;
- iv. the first day of any month specified by You in written notice mailed to the Reinsurer, provided that such written notice is postmarked prior to the date so specified;
- v. the date the services of the Claims Administrator as stated in the Schedule are terminated, except as provided in General Provision "E" or
- vi. the date that any of the changes specified in General Provision "G" are made, except as otherwise provided therein.

**G. Group Specifications - Changes**

You shall notify the Reinsurer in writing not less than 30 days in advance of any change(s) of the following nature and will consent to any adjustments to this Treaty that are required by the Reinsurer as a consequence of such change(s):

- i. A change in the geographical area(s) in which You are located;
- ii. A change in the nature of business in which You are engaged; or
- iii. An increase or decrease of twenty (20) percent or more in the number of employees covered under Your Plan on any premium due date hereunder.

**H. Records - Information to be Furnished**

You shall forward or cause the Claims Administrator to forward all information required by the Reinsurer in connection with the administration of this Treaty and the determination of premiums and payments. You shall forward or cause the Claims Administrator to forward or make available to the Reinsurer for inspection all records that have a bearing on the Reinsurance hereunder. Such records shall be maintained and open to the Reinsurer for inspection at any time for up to three years after termination of this Treaty.

The Reinsurer shall not be liable for the fulfillment of any obligations dependent upon information to be furnished by You or the Claims Administrator until such information is received in a form satisfactory to the Reinsurer. The Reinsurer reserves the right to amend the terms and conditions of this Treaty if incorrect information is furnished and the Reinsurer acted to its prejudice by relying upon it.

**I. Loss Provisions:**

In the event of any reimbursement being claimed under this Treaty, accounting records and other written proof of the basis upon which reimbursement is claimed must be furnished to the Reinsurer, in a form acceptable to the Reinsurer, within 90 days.

The Reinsurer will reimburse You as soon as reasonably possible after adequate proof of loss is received, except that there shall be no payment under the Aggregate Excess Less provision until after the Expiration Date of the Treaty Period, and audits satisfactory to the Reinsurer are completed.

**J. Subrogation**

You may be entitled to recover from third parties for payments made to or on behalf of persons covered under Your Plan. If You recover from a third party, the recovered amount shall not be used to satisfy any retention requirement under this Treaty.

The Reinsurer may subrogate all Your rights if You fail to prosecute any valid claims against third parties and the Reinsurer, as a result, becomes liable to make payments under this Treaty. The remaining amount, if any, will be paid to You.

**K. Legal Action**

No action at law or in equity shall be brought to recover on this Treaty prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Treaty. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

If any time limitation of this Treaty with respect to bringing an action at law or in equity to recover on this Treaty is less than that permitted by the law of the jurisdiction of issue, that limitation is hereby extended to agree with the minimum period permitted by that law.

**L. Workers' Compensation Insurance:**

Coverage provided under this Treaty applies only to Your Plan of Covered Benefits for non-occupational accidents or illnesses. It is not the intent of this Treaty to provide benefits in lieu of Workers' Compensation Insurance.

M. **Statements and Warranties**

In the absence of fraud, all statements made by You or a Covered Person shall be deemed representations and not warranties.

N. **Notice and Proof of Loss**

Written notice of a claim must be given to the Reinsurer when a claim reaches 50% of the Specific Retention Amount and/or if required for a specific diagnosis within 28 days of the date of the loss for which claim is made, or as soon as is reasonably possible. Notice given by or on behalf of a Covered Person or beneficiary to the Reinsurer (at its home office as indicated on the face page) or to any authorized agent of the Reinsurer, with enough information to identify the Covered Person, will be deemed notice to the Reinsurer.

Written proof of loss must be given to the Reinsurer within 90 days of such loss. Proof may be submitted later, if it was not reasonably possible to submit it within this period. In no event, except in the absence of legal capacity of the claimant, may Proof be submitted later than one year from the time it is otherwise required.

O. **Limit of Premium Refunds**

Whether premiums were paid in error or otherwise, We will refund only that portion of the excess premium that was paid during the 12-month period that preceded the date on which We learned of such overpayment.

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 23, 2008  
COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

Request for approval of ATAX grant request from Walhalla Merchants Association in the amount of \$2,560.00.00 for Radio/TV/Newspaper/Magazine Advertising to promote 2009 Oktoberfest on Main in October 2008. Request approved in ATAX Committee on 08/27/08 by a unanimous vote.

**BACKGROUND OR HISTORY:**

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council. All ATAX grant recipients are required by state law to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the ATAX chairperson until the grant is considered complete, and then it is stored by the PRT office.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Oktoberfest is held yearly in Walhalla to celebrate the City of Walhalla heritage and the cultural history of Oconee County including cultural music, entertainment, and arts and crafts.

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

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes

If no, explain briefly:

**STAFF RECOMMENDATION:**

Approval of ATAX grant request of \$2,500.00 to the Walhalla Merchants Association.

**FINANCIAL IMPACT:**

Current ATAX fund balance is \$46,318.17. We have three ATAX requests this grant cycle. If all three requests are approved by County Council, the remaining balance will be \$41,635.47.

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

Are Matching Funds Available: Yes

If yes, who is matching and how much: Oconee Arts and Historical Commission - \$750.00

**ATTACHMENTS:**

Walhalla Merchants Association Grant Request

Submitted or Prepared By:

Phil Shirley  
Director of Parks, Recreation & Tourism  
(Department Head/Elected Official)

Approved for Submittal to Council:

  
Dale Surratt,  
Oconee County Administrator

Reviewed By/ Initials:

County Attorney \_\_\_\_\_ Finance \_\_\_\_\_ Grants \_\_\_\_\_ Procurement \_\_\_\_\_  
Other: \_\_\_\_\_

## OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

### I. APPLICANT

A. Name of Organization Walhalla Merchants Association

B. Address 300 E. Main Street

Walhalla SC 29691

### II. FUNDS REQUESTED

A. ATAX Funds Requested \$ 2,500<sup>00</sup>

B. How will ATAX Funds be used? OUTSIDE OF Oconee County And In The

STATES OF GA AND NC, INCLUDING BUT NOT LIMITED TO TELEVISION,

RADIO AND NEWSPAPER ADVERTISEMENTS. See ATTACHED  
ITEMIZED BUDGET FOR THIS EVENT.

C. Estimated percentage of costs directly attributed to attracting or serving  
tourists? 100%

D. Funds furnished by your organization \$ 1939.55

Matching grant \$ 750.00 Source Oconee Co. Arts & Historical Commission

Other Funding \$ 2500.00 Source Oconee Co. ATAX GRANT.

E. Provide an itemized budget for your event and for allotted funds. **THIS IS  
REQUIRED**, attach on a separate sheet.

Please See ATTACHED ITEMIZED BUDGET SPREADSHEET.

**III. NARRATIVE PROJECT DESCRIPTION**

A. Project Title 2008 OKTOBERFEST ON MAIN STREET

B. Description of project 3 Day Event 17-19 October 2008

Celebrating the Heritage of the City of Waukegan, And  
the Cultural Heritage of Oconto County; Inclusive But Not  
Limited To Cultural Music, Entertainment, Arts & Crafts.

C. Who will benefit from this project? The Estimated 7,000+

Visitors Who Visit During The Event; Oconto County  
Tourism, Hotels, Arts, Restaurants, And To Businesses  
of the City of Waukegan; Showcasing the City's Unique  
Heritage.

**IV. DATES OF PROJECT**

Beginning October 17, 2008 Ending October 19, 2008

**V. APPLICANT CATEGORY**

Government Entity;

Non-profit Organization; Incorporation date 20 April 1992

Eleemosynary Organization under IRS Code: IRS # 24-015769-1

Date of Determination Letter

**VI. DEMOGRAPHIC DATA**

How will the project influence tourism in Oconto County? SPECIFIC ADVERTISING

To the Tri-State Area To Attract the Overland Visitor  
As Well as the influx of "Day-Tripers" to Oconto County.



How many visitors/participants attended the event last year and are anticipated this year? 2007 Est = 7,000 To The Downsides Area

2008 Est = 9,000

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? Survey Est 38%

How many overnight stays were created by this event last year and are anticipated this year? 2007 - Est = 1,400

2008 - Est = 2,300

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

Please See Attached Itemized Expenditure Listing Of TV, Radio, And Newspaper Advertisement.

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) See Attached

Advertisements To This

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) Guest Logs Vendor Contracts, Random Surveys

On Main Street Visitors; Collected Data Including But Not Limited To Travel Distance, Age Grouping, Accommodations County Campgrounds Requests

**VII. AUDIT**

Does your organization perform an independent audit? Yes  No

Name of the Auditor H&R Block - West Valley SC - <sup>Ashen</sup> Westmonahan

**VIII.** Will your project be using any funds from another group that received ATAX funds? No



I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name NANCY L. SCHWERY Title PRESIDENT  
 Signature Nancy L Schwery Date 8/15/08  
 Address 300 EAST MAIN ST. - WALNUT HILL, SC  
 E-mail NANCYSCHWERY@YANCO Tax No. 864-638-2391  
COM  
 Phone Number (s) 864-710-9213

B. Alternate Contact JOHN THOMAS Title Trainer  
 Address 120 E Main St  
 E-mail DeJo9383@BellSouth Fax No. \_\_\_\_\_  
 Signature John Thomas Date 8-15-08  
 Phone Number (s) 864-638-7700

**Wahalla Merchants Assn.**

**2008 Oktoberfest on Main Street**

<b>Expenditures</b>		
<b>Line Item - Categories</b>		<b>Amount</b>
Entertainment Manager / MC		\$150.00
<b>Musical Entertainment:</b>		<b>\$1,500.00</b>
German Music		-
Bluegrass Music		-
Contemporary Family Music		-
German Dancing		-
Country/Bluegrass Dancing		-
Native American Dancing		-
<b>Outside County - Advertisement</b>		
WYFF- Channel 4 TV Station - Greenville SC		\$1,000.00
WRGC Radio Station - Sylvania NC		\$135.00
WSGC Radio Station - Elberton GA		\$135.00
WNEG Radio Station - Toccoa GA		\$135.00
WRBN Radio Station - Clayton GA		\$135.00
WNCC Radio Station - Franklin NC		\$135.00
WHLG Radio Station - Highlands NC		\$135.00
The Toccoa Record - Newspaper Advertisement		\$515.00
The Hartwell Sun - Newspaper Advertisement		\$82.50
The Franklin County Citizen - Newspaper Advertisement		\$82.50
Independent Mail - Newspaper Advertisement		\$469.55
	<b>Total:</b>	<b>\$2,979.55</b>
Local Advertisement & Fliers		\$150.00
Helium Balloons		\$110.00
Porta-Bathrooms		\$225.00
Postage		\$75.00
	<b>Expenditures Grand Total:</b>	<b>\$5,189.55</b>
<b>Projected Income</b>		
Arts & Crafts Vendor Fees		\$1,150.00
Oconee Co. Arts & Historical Commission Grant		\$750.00
Oconee County ATAX Grant		\$2,500.00
Wahalla Merchants Assn General Fund		\$789.55
	<b>Total:</b>	<b>\$5,189.55</b>

*New budget to be submitted at meeting.*

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 23, 2008  
COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

Request for approval of ATAX grant request from Walhalla Civic Auditorium in the amount of \$1,395.00.00 for Magazine Advertising in Oconee Magazine. Request approved in ATAX Committee on 08/27/08 by a unanimous vote.

**BACKGROUND OR HISTORY:**

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council. All ATAX grant recipients are required by state law to turn in intermediate reports every 60 days in the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the ATAX chairperson until the grant is considered complete, and then it is stored by the PRT office.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

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

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes  
If no, explain briefly:

**STAFF RECOMMENDATION:**

Approval of ATAX grant request of \$1,395.00 to the Walhalla Civic Auditorium.

**FINANCIAL IMPACT:**

Current ATAX fund balance is \$46,318.47. We have three ATAX requests this grant cycle. If all three requests are approved by County Council, the remaining balance will be \$41,635.47.

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

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

**ATTACHMENTS:**

Walhalla Civic Auditorium Grant Request

**Submitted or Prepared By:**

Phil Shirley  
Director of Parks, Recreation & Tourism  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Dale Surrett, County Administrator

**Reviewed By: Initials:**

\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants  
Procurement

\_\_\_\_ Other: \_\_\_\_\_

# OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

## I. APPLICANT

A. Name of Organization WALHALLA CIVIC AUDITORIUM

B. Address P. O. Box 523 101 East North Broad Street

Walhalla, SC 29691

## II. FUNDS REQUESTED

A. ATAX Funds Requested \$1395.00

B. How will ATAX Funds be used? Nine hundred dollars (\$900) will be used to buy 1/4 page ads in the magazine "Oconee" for six issues (one year). \$495.00 of that amount will purchase a full page of advertising in the November-December issue.

C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100%

D. Funds furnished by your organization \$ none

Matching grant \$ -0- Source N/A

Other Funding \$ -0- Source N/A

E. Provide an itemized budget for your event and for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.

### III. NARRATIVE PROJECT DESCRIPTION

A. Project Title Advertising in "Oconee" magazine for one year.

B. Description of project Our ads will start with the November-December, 2008 issue and run through September-October, 2009. In addition, the Auditorium will receive one (1) entire page in the November-December 2008 issue advertising the Holiday events and shows/events to come, as well as seats and other items we have for sale.

C. Who will benefit from this project?

The magazine focus is total Oconee County, but the distribution will be in northeast Georgia (Clayton, Toccoa, Dillard, Mtn. City), southwest North Carolina (Highlands, Cashiers, Franklin, Sylva). Our attendance from those areas should pick up considerably.

The magazine is distributed in Pickens, Greenville & Anderson Counties as well.

### IV. DATES OF PROJECT

Beginning November-December, 2008 ending October, 2009

### V. APPLICANT CATEGORY

Government Entity:

X Non-profit Organization: Incorporation date February, 1994

Eleemosynary Organization under IRS Code: IRS # 57-099497

Date of Determination Letter March, 1995

### VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? This is a beautiful full-color magazine supporting business, people and culture in South Carolina's Golden Corner. It displays Oconee County as a global market player, telling about the residents, the lakes and mountains, and the events that happen here to entertain, educate and bringing visitors in to enjoy the many facets of our home.

How many visitors/participants attended the event last year and are anticipated this year? N/A

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? N/A

How many overnight stays were created by this event last year and are anticipated this year? N/A

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

This magazine will be placed in many areas of the Tri-State. It will also be direct-mailed into homes, persons in leadership positions, etc.

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) \_\_\_\_\_

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) ZIP codes are being tabulated at each performance now, a log of e-mail addresses is provided for patrons to sign to receive notices of events. Our accommodations logs reflect the numerous artists that come here, as well as patrons who visit from out of state.

## VII. AUDIT

Does your organization perform an independent audit? Yes  No \_\_\_\_\_

Name of the Auditor Chel Pettigrew

VIII. Will your project be using any funds from another group that received ATAX funds? No.



*I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.*

A. Contact Name Maxine W. Duke Title Publicity/Grants  
 Signature Maxine W. Duke Date 6/19/08  
 Address 306 North Catherine Street, Walhalla, SC 29691  
 E-mail grannyduke@aol.com Fax No. 864-638-5200  
 Phone Number (s) 864-638-5200 or Cell 864-710-3911

B. Alternate Contact Jean Phillips Title President  
 Address 235 Lakeside Drive Walhalla, SC 29691  
 E-mail jeannabub@bellsouth.net Fax No. None  
 Signature Jean H. Phillips Date 6/19/08  
 Phone Number (s) 864-638-2995 Cell: 864-723-5166

BUDGET FOR ADVERTISING IN OCOREE

Income

ATAX Grant for 1/4 page ad for six issues \$900  
ATAX Grant for one whole page for one issue 495

TOTAL INCOME \$1395.00

Expenses

1/4 page ad for six issues @ \$150 per ad \$900  
One whole page for one issue 495

TOTAL EXPENSES \$1395.00

(0)

February 2008

# OCONEE

BUSINESS PEOPLE CULTURE

MAGAZINE

*Showcasing South Carolina's Golden Corner*

WYOMING COUNTY: Global Market Player • Keowee Chateau • Blue Ridge Escarpment  
Executive Summary: Meetings and Events in Oconee and Beyond

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 23, 2008  
COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

Request for approval of ATAX grant request from Blue Ridge Arts Council in the amount of \$788.00 for Advertising the "Holiday Arts & Gifts Show and Sale". Request approved in ATAX Committee on 08/27/08 by a unanimous vote. The original request was \$1,420.00, the printing cost was reduced to 20% which is the cost attributed to tourism.

**BACKGROUND OR HISTORY:**

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council. All ATAX grant recipients are required by state law to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the ATAX chairperson until the grant is considered complete, and then it is stored by the PRT office.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Holiday Arts & Gifts Show and Sale will have some of the finest artists in the area that will be participating. Many of which are award winners throughout the United States. The show will be promoted throughout the state which will attract friends, families, and vacationers. Increased advertising throughout South Carolina and North Carolina by Blue Ridge Arts Council will draw more visitors to Oconee County. The publicity will open a door for visitors to discover what Oconee County has to offer.

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

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes  
If no, explain briefly:

**STAFF RECOMMENDATION:**

Approval of ATAX grant request of \$788.00 to the Blue Ridge Arts Council.

**FINANCIAL IMPACT:**

Current ATAX fund balance is \$46,318.47. We have three ATAX requests this grant cycle. If all three requests are approved by County Council, the remaining balance will be \$41,635.47.

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

Are Matching Funds Available: Yes  
If yes, who is matching and how much: Seneca HAT \$150.00

**ATTACHMENTS:**

Blue Ridge Arts Council Grant Request

Submitted or Prepared by:

Phil Shirley  
Director of Parks, Recreation & Tourism  
(Department Head/Elected Official)

Approved By:

  
Dale Surrency,  
Oconee County Administrator

Reviewed By/ Initials:

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

\_\_\_\_\_ Finance

\_\_\_\_\_ Other

## OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

### I. APPLICANT

A. Name of Organization Blue Ridge Arts Council

B. Address 111 E. South Second St., Seneca, SC 29678

### II. FUNDS REQUESTED

A. ATAX Funds Requested <sup>743.00</sup> ~~\$1,420.00~~

*Subsid from May  
Meeting*

How will ATAX Funds be used? ATAX funds will be used to enhance participation in the upcoming show in our gallery, Holiday Arts and Gifts Show and Sale. It is our goal to encourage viewers' attendance from communities more than 50 miles away from Oconee County. Advertisement throughout the region in a variety of media, the design, printing and mailing of invitations, show cards, printing of the exhibition catalog, and advertising for the opening reception will be included in the funded activities.

B. Estimated percentage of costs directly attributed to attracting or serving tourists? 20%

D. Funds furnished by your organization: \$400.00

Matching grant \$ -0- Source: \_\_\_\_\_

Other Funding: \$ 150 Source: Seneca HAT

F. Provide an itemized budget for your event and for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.



### III. NARRATIVE PROJECT DESCRIPTION

A. Project Title: Holiday Arts and Crafts Show and Sale

B. Description of project: An exhibit of arts and quality crafts.

The art and crafts included in this exhibit will be of such quality and price that visitors will be interested in making holiday purchases. Some of the finest artists in the area will be participating.

C. Who will benefit from this project?

The entire county can benefit from the interest generated by advertising this show and the opportunity for visitors to view the nature and caliber of the work. Friends, families and vacationers will also be attracted to the show, which will be promoted throughout the state.

Increased advertising throughout North and South Carolina by BRAC will draw more visitors to Oconee County. This, in turn, will also create the opportunity for promotion of other area points of interest.

### IV. DATES OF PROJECT

Beginning November 21, 2008 Ending December 21, 2008

### V. APPLICANT CATEGORY

Government Entity: \_\_\_\_\_

Non-profit Organization: Incorporation date 1970

Elccmosynary Organization under IRS Code: IRS # 23-7360169

Date of Determination Letter: October 1974



## VI. DEMOGRAPHIC DATA

### How will the project influence tourism in Oconee County:

The Holiday theme of this exhibit will entice visitors from near and far to take advantage of the opportunity to make purchases of the quality arts and crafts to be shown. A wide spectrum of prices will be designed to tempt shoppers of all persuasions.

Many of the artists have a large followings throughout the region; in the Anderson, Pickens and Greenville areas. Increased publicity by all the participating organizations in those areas as well as in Georgia and North Carolina should bring tourists and art enthusiasts from outside the region. The publicity will open a door for art enthusiasts to discover what Oconee County has to offer. It is also an ideal opportunity to promote the Historic downtown area of Seneca and the natural wonders of our county.

**How many visitors/participants attended the event last year and are anticipated this year?** New event; no data available -

**How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?** New event; no data available.

**How many overnight stays were created by this event last year and are anticipated this year?** See above response

**How do you plan to advertise this event beyond a 50 mile radius of Oconee County?**

Website updates, Greenville News, Anderson Independent, Sandlapper Magazine, Carolina Arts publication, Arts Daily (website of SCAC), Laurel Magazine of Highlands and Cashiers, NC., Lake Living, SC Mountain Lakes Today.

**What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)** BRAC attendance log.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics)

Records for demographic data include guest log, website hits and phone contacts.

## VII. AUDIT

Does your organization perform an independent audit? Yes  No

Name of the Auditor Peter Cooke

VIII. Will your project be using any funds from another group that received ATAX funds? Yes, City of Seneca's Hospitality & Accommodations Tax

*I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.*

A. Contact Name: Bess Ciupak Title: Executive Director

Signature:  Date: May 3, 2008

Address: 310 Lake Winds Ct., Seneca, SC 29672

E-mail: ciupaks@aol.com Fax No: (864) 882-2722

Phone Number (s) 864-882-9131

B. Alternate Contact: Cindy Blair Title: Grants Chairperson

Signature:  Date: May 3, 2008

Address: 228 Winding Oaks Drive Seneca, SC 29672

E-mail: lmemaven@bellsouth.net Fax No: (864) 882-3364

Phone Number (s) 864-882-3364 or 864-973-3921 (cell)

**HOLIDAY ARTS GIFTS  
EXHIBIT - BUDGET**

	A	B	C	D
1	DESCRIPTION	BRAC EXPENSES	GRANT REQUEST EXPENSES	
2				
3	Reception <span style="float:right">Total</span>	\$ 400.00		Seeking Sponsor
4				
5	Printing / Postage:			
6	Postcards/postage		\$ 390.00	
7	Programs		\$ 350.00	
8	Posters / Tags/ Inserts		\$ 50.00	
9	<span style="float:right">Total Printing</span>		\$ 790.00	
10	Ads:			
11	Greenville		\$ 300.00	
12	Anderson Independent		\$ 200.00	
13	Carolina Arts		\$ 130.00	
14	Daily Journal	\$ 150.00		Seneca HAT
15	<span style="float:right">Total Advertising</span>		\$ 630.00	
16				
17				
18	<span style="float:right">TOTAL BUDGET</span>	\$ 550.00		
19				
20	<span style="float:right">GRANT REQUEST/EXPENSES</span>		\$ 1,420.00	
21				
22				

*Revised copy to be submitted at meeting.*

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** Sept. 23, 2008  
**COUNCIL MEETING TIME:** 6:00pm

**ITEM TITLE OR DESCRIPTION:**

Oconee Magazine Advertising request

**BACKGROUND OR HISTORY:**

Oconee Magazine is a publication published 6 times per year which showcases Oconee County businesses, people and culture, the products and services of the county, and other resources that contribute to the local economy. This magazine is placed in tourism destinations, SC Welcome Centers, businesses and industries, Chambers of Commerce, and State Parks. The magazine is also available for viewing online at [www.oconee magazine.com](http://www.oconee magazine.com)

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Parks, Recreation & Tourism Commission recommends an expenditure from the 75% Local Accommodations Tax fund of up to \$2,250.00 for a 1/3 page advertisement in 6 issues and a 2 page article showcasing the county parks in Oconee County. This publication currently has a total distribution of 7,500 of which 4,000 are distributed to out of County welcome centers, Table Rock State Park, Caesar's Head State Park, 11 tourism regions and directly mailed to addresses in Pickens, Anderson, and Greenville. This recommendation was approved by the PRT Commission August 25, 2008 by unanimous vote.

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

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes  
If no, explain briefly:

**STAFF RECOMMENDATION:**

Approval of expenditure of funds for advertising Oconee County in the Oconee Magazine.

**FINANCIAL IMPACT:**

The total cost of this project will not exceed \$2,250.00. The existing balance of the 75% fund is \$54,593.14. If both are approved, the balance will be \$51,343.14.

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

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


**ATTACHMENTS:**

Copy of Oconee Magazine

**Submitted or Prepared by:**

**Phil Shirley**  
Director of Parks, Recreation & Tourism  
(Department Head/Elected Official)

**Approved By:**

  
Dale Surtett,  
Oconee County Administrator

**Reviewed By/ Initials:**

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

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Other

C: Clerk to Council

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: Sept. 23, 2008  
COUNCIL MEETING TIME: 6:00pm

**ITEM TITLE OR DESCRIPTION:**

Heritage Corridor Ambassadors Tour

**BACKGROUND OR HISTORY:**

The Oconee PRT office has partnered with the South Carolina National Heritage Corridor and their group tour manager to offer a rolling classroom of tourism sites to create ambassadors for promoting tourism in Oconee County. These tours have been very successful as we have filled charter buses to capacity with the previous three tours. This tour will make stops at the Oconee Heritage Center, Russell House historic site, Jack Lombard's farm, Andrew Pickens Ranger Station, Bryson's Apple Orchard, Magnolia Manor, Oconee Heritage Center Satellite Museum in Westminster, Chai Ram Park, Seneca City Hall, Historic Ballinger House and the Oconee Community Theatre.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Parks, Recreation & Tourism Commission recommends expenditure from the 75% Local Accommodations Tax fund of up to \$1,000.00 to host the Heritage Corridor Ambassadors Tour on October 8, 2008. This recommendation was approved by the PRT Commission August 25, 2008 by unanimous vote.

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

Does this request follow Procurement Ordinance #2007-15 guidelines? Yes  
If no, explain briefly:

**STAFF RECOMMENDATION:**

Approval of expenditure of funds to host the Heritage Corridor Ambassadors Tour on October 8, 2008.

**FINANCIAL IMPACT:**

The total cost of this project will not exceed \$1,000. The existing balance of the 75% fund is \$34,593.14. If both requests are approved, the balance will be \$33,593.14.

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

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

Submitted or Prepared by:

Phil Shirley  
Director of Parks, Recreation & Tourism  
(Department Head/Elected Official)

Approved By:

  
Dale Surrent,  
Oconee County Administrator

Reviewed By/ Initials:

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

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Other

(C): Clerk to Council



AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 9/23/08  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

The Oconee County Rock Quarry requests approval to apply for the Palmetto Pride FY 2009 Tree Grant Donation Program.

**BACKGROUND OR HISTORY:**

The Palmetto Pride grant is administered by Palmetto Pride of South Carolina, our State's anti-litter organization. This grant supports the beautification efforts of local governments and non-profits.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This grant will be used to acquire landscaping materials. The Rock Quarry will be requesting a variety of trees including: Leyland Cypress, Red Cedar, Red Maple, River Birch, and Sugar Maple. These will be used to beautify the grounds and maximize dust abatement. The Rock Quarry completes reclamation activities each year in an effort to comply with SC Department of Health and Environmental Control standards.

- **Oconee County Rock Quarry**  
Palmetto Pride Tree Grant Donation Program  
Local governments are awarded the actual landscaping materials  
There is NO local match required.

**STAFF RECOMMENDATION:**

Approval for the Rock Quarry to apply for the Palmetto Pride Tree Grant

**FINANCIAL IMPACT:**

Palmetto Pride Tree Grant Donation Program = Donation of material

NO local match required. If awarded the grant, personnel must travel to Columbia, SC to pick up the plant material.

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

Are Matching Funds Available: N/A  
If yes, who is matching and how much: N/A

**ATTACHMENTS**

Submitted or Prepared By:

Veronda Hulcombe-Lewis

Department Head/Elected Official

Approved for Submitted to Council:

  
Dale Surratt, County Administrator

Reviewed By/ Initials:

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

 Finance

\_\_\_\_\_  
Grants

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



AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 23, 2008  
COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

Bid #08-03 Oconee County Commerce Center Detention Pond Modifications

Award Bid #08-03 to Fowler Corporation of Anderson, SC in the amount of \$28,000.00 for Oconee County Commerce Center Detention Pond Modifications.

**BACKGROUND OR HISTORY:**

On September 9, 2008, formal sealed bids were opened for the Detention Pond Modifications at the Oconee County Commerce Center. There were sixteen (16) plan holders, with six (6) companies submitting bids. Fowler Corporation of Anderson, SC submitted the lowest bid.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The detention pond in the Oconee County Commerce Center requires modification to meet current DHEC standards. Without completing these modifications the County could be subject to DHEC fines.

**STAFF RECOMMENDATION:**

Recommend awarding bid #08-03 to the low bidder, Fowler Corporation of Anderson, SC in the amount of \$28,000.00, for Modification to the Oconee County Commerce Center Detention Pond. (See attached bid tabulation and letter of recommendation)

**FINANCIAL IMPACT:**

Funding for this project is in Economic Development Commission Infrastructure line item, budget code 010-707-60707.

**ATTACHMENTS**

1. Bid Tabulation
2. Letter of Recommendation

Submitted or Prepared By:

  
Department Head/Elected Official

Approved for Submittal to Council:

  
Dale Surratt, County Administrator

Reviewed By/ Initials:

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

 Finance

C: Clerk to Council

**GOLDIE  
&  
ASSOCIATES**

*engineering, environmental  
and laboratory services*

RECEIVED  
SEP 10 2008

Oconee County Procurement

September 10, 2008

Ms. Trondt Spearman  
Oconee County  
115 S. Pine Street  
Walhalla, SC 29691

Re: Oconee County Commerce Center Pond Modifications  
Goldie & Associates Project No. 27.35.8

Dear Ms. Spearman,

Enclosed please find the bid tabulation for the above referenced project. Fowler Corporation was the low bidder on the project. We have reviewed their bid and it appears to be complete and balanced. We have reviewed their current work schedule and it appears that they will have sufficient crews available to promptly begin the project and complete it on schedule.

We have worked with Fowler Corporation on a variety of projects and they have demonstrated they are able and capable to do the work specified. Therefore, it is our recommendation that the bid be awarded to Fowler Corporation.

If you have any questions or need additional information, please feel free to call me at 864-882-8194 ext 104.

Sincerely,

Goldie & Associates



Alan Pope, P.E.  
Project Engineer

Encl: As stated



AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 23, 2008  
COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

Bid 08-06, Food Products and Supplies as Needed for the Detention Center

Award bid #08-06 to US FoodService of Greenville, SC, for the estimated amount of \$122,385.14 for a period of one year with the option to renew for four additional one-year periods.

**BACKGROUND OR HISTORY:**

The prior food contract, initially approved in August 2003 and subsequently renewed for four additional one-year periods, was with US FoodService.

**BID SOLICITATION HISTORY:**

On September 16, 2008, formal sealed bids were opened for food products and supplies for the Detention Center. Six companies were originally notified of this bid opportunity. Two companies submitted bids, with US FoodService of Greenville, SC submitting the lowest bid in the amount of \$122,385.14 (see attached Bid Tab).

**SPECIAL CONSIDERATIONS OR CONCERNS:**

None.

**STAFF RECOMMENDATION:**

Award bid #08-06 to US Foodservice for the estimated amount of \$122,385.14 for a period of one year with the option to renew for four additional one-year periods.

**FINANCIAL IMPACT:**

For FY 08-06, County Council approved \$150,000 (budget code 010-106-40034-00000) for the purchase of food. Bread and milk purchases are under separate contracts.

**ATTACHMENTS**

1. Bid Tabulation

Submitted or Prepared By:



Tronda C. Spearman  
Assistant Procurement Director

Approved for Submittal to Council:



Dale Surratt, County Administrator

Reviewed By/ Initials:

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

 Finance

\_\_\_\_\_ Grants

C; Clerk to Council

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

Approved Budget: Cashless amount for this item \$150,000.00

I hereby certify that to the best of my knowledge this tabulation of bids to be

*Tronda Le Spearman*  
 Assistant Procurement Specialist

Request for Bids 011-101-43024-010101

Bid #	Item #	Approx Qty	Description	Elevation	US Foodservice			JPH FoodService			No. of vehicles	
					Unit Price	Handling Fee %	Delivered Cost	Extended Price	Handling Fee %	Factory/DC Cost		Extended Price
			Frozen Juice, 4oz concentrate									
1	25		lemonade 72oz		7.82	7.50%	8.41	218.50				
2	26		apple 72oz		9.18	7.50%	10.19	304.97		11.52	285.52	
3	26		orange 72oz		10.35	7.50%	11.35	395.15		15.54	380.00	
4	26		cranberry 72oz		11.02	7.50%	11.95	309.51		14.26	314.23	PFC, Wilshire Lawson, GA
5	25		grapefruit 4 or 6 oz	24-10 oz	12.83	7.50%	-	-				
6	25		grape 70oz oz		15.09	7.50%	16.35	247.02		12.23	315.23	
			Colored Meatballs									
7	13		beef ravioli 6oz 10 cases		21.28	7.50%	22.98	343.14		32.53	453.19	
8	4		salmon 24/14-20 oz cases		45.23	7.50%	48.44	185.76		80.72	210.80	
9	15		chicken 266 5 oz cases		45.82	7.50%	53.34	803.12		47.78	756.17	
			Frozen Legals									
10	15		chicken rolls 24/10		28.40	7.50%	30.39	425.70		33.37	382.95	
11	5		turkey sausage patties 1/2oz-10/126 1/2oz		32.60	7.50%	34.90	21.44		21.31	333.21	
12	4500		ground beef 8 1/8% rolls 1oz rolls		1.05	7.50%	1.17	7.48 13		1.06	827.92	
13	25		oven-baked chicken rolls 10oz-10/40-4oz		18.30	7.50%	19.45	322.35		17.40	834.35	
14	15		chicken 10oz 320/15-5/1		11.00	7.50%	11.87	252.84		25.32	333.34	
15	150		chicken frank 1.5oz-10/4		10.34	7.50%	11.05	1507.50		10.36	1554.30	
16	175		ground beef patties 70x40-4oz		9.70	7.50%	10.43	1579.50		15.02	1664.61	
17	400		turkey mince 20oz average		0.92	7.50%	0.99	397.82		51.18	2176.07	
18	10		chicken sausage links 100/150 1oz		15.90	7.50%	17.01	183.20		17.37	173.85	
19	50		fat breaker 3 1/2 squares		18.93	7.00%	21.13	1,056.15		20.76	1,088.10	
20	300		peel balls 2oz average		1.19	7.50%	1.28	410.80		1.05	315.90	
21	15		chuckwagon, braised 4 oz 100		15.50	7.50%	16.58	314.42		19.21	217.30	
22	15		sausage 1/4"		23.93	7.50%	24.07	500.07		26.98	385.34	
23	30		turkey Bologna, rolls 2 1/2"		0.34	7.50%	0.37	1,212.00		0.30	1,195.20	
24	15		turkey bologna 2oz		1.19	7.50%	1.28	304.00		1.24	417.00	
25	15		ham and turkey 100/5x8		1.71	7.50%	1.84	283.35		1.51	231.00	
26	50		breaded pork patties 100/40-4oz		15.18	7.50%	16.32	1,000.93		28.19	1,345.30	
27	75		chicken leg quarters 4oz		24.92	7.50%	26.36	1,976.95		0.70	2,150.00	
			Colored Fruit 200/200 average									
28	10		peaches, sliced		22.00	7.50%	23.71	347.14		27.75	277.30	
29	10		strawberries, sliced		35.83	7.50%	38.13	311.52		37.75	377.02	
30	5		sappor, sliced		27.56	7.50%	29.76	149.78		29.71	149.53	



Cooper County  
Food Products and Supplies  
Detention Center

September 8, 2008  
2:00 PM

Bidders		US Foods Service				iFH Food Service				No Bid as listed			
Address		Greenville, SC				Mickery, NC				Unit Price	Handling Fee %		
Item #	Approx Qty	Description	Brand	Unit Price	Financing Fee %	Delivered Cost	Extended Price	Exoneration	Unit Price	Handling Fee %	Extended Price	Unit Price	Handling Fee %
31	50	applesauce		18.73	7.50%	21.21	1,060.49		21.33	10%	1,174.23		
32	70	fruit mixed		33.56	7.50%	37.92	2,654.40		33.47	10%	3,341.60		
33	1	pears whole		29.97	7.50%	33.92	34.92		30.50	10%	169.65		
<b>Grated Vegetables, 6x10 cans/case</b>													
34	25	mixed vegetables		14.15	7.50%	15.27	381.75		20.00	10%	514.75		
35	75	sweet green peas		17.24	7.50%	18.53	1,389.75		20.85	12%	1,545.38		
36	40	green beans		15.13	7.50%	16.20	648.00		15.28	10%	611.20		
37	5	soybean sprouts, cut		23.17	7.50%	24.91	124.55		25.14	10%	125.70		
38	40	corn, whole kernel		21.57	7.50%	23.18	927.20		19.38	10%	775.20		
39	10	corn, cream style		23.14	7.50%	24.88	248.80		18.49	10%	184.90		
40	50	red kidney beans		16.07	7.50%	17.30	865.00		16.68	10%	834.00		
41	60	vegetarian chili		15.24	7.50%	16.58	994.80		20.85	10%	1,243.30		
42	10	diced potatoes		15.29	7.50%	16.51	165.10		16.68	10%	166.80		
43	5	potatoes, instant		40.87	7.50%	43.94	219.70		21.28	10%	212.80		
44	5	instant green chile peppers		16.32	7.50%	17.54	87.70		15.17	10%	151.70		
45	10	pollock, dried		23.00	7.50%	24.75	247.50		15.74	10%	157.40		
46	25	cornmeal, pre-cooked		14.58	7.50%	15.68	392.00		no bid				
47	15	tomato sauce		15.20	7.50%	16.39	245.85		15.60	10%	234.00		
48	10	ignited chili		18.80	7.50%	20.30	203.00		17.18	10%	171.80		
49	20	beans, whole		12.80	7.50%	13.92	278.40		17.52	10%	175.20		
50	15	sofitech		16.50	7.50%	17.65	264.75		14.89	10%	148.35		
51	5	sausage, shredded		15.12	7.50%	16.30	81.50		20.84	10%	208.40		
52	20	broiler peas		16.50	7.50%	17.85	357.00		20.99	10%	209.90		
53	20	cranberry sauce		16.27	7.50%	17.59	351.80		16.44	10%	164.40		
54	5	marshmallow pieces		49.76	7.50%	53.51	267.55		25.93	10%	259.30		
55	15	hamlets sauce		14.47	7.50%	15.58	233.70		14.45	10%	144.50		
56	25	carrots, cut		14.47	7.50%	15.58	389.50		18.24	10%	182.40		
57	10	black beans		15.31	7.50%	16.60	166.00		18.06	10%	180.60		
58	20	red beans		16.32	7.50%	17.78	355.60		17.21	10%	172.10		
59	15	green poblanos (onion)		21.05	7.50%	22.63	339.45		21.22	10%	318.30		
60	40	tomatoes, sliced		14.11	7.50%	15.17	606.80		7.78	10%	254.58		
<b>Fresh/Frozen Products</b>													
61	35	swiss chard, frozen, sliced, 150 ct		45.09	7.50%	48.47	1,696.45		12.91	10%	1,291.00		
62	45	chocolate milk, 16.12oz		33.25	7.50%	35.72	1,607.40		9.23	10%	92.30		
63	150	linguine, 30.1oz		22.21	7.50%	23.93	3,589.50		15.40	10%	1,540.00		
64	40	sour cream 14.5oz		5.20	7.50%	5.59	223.60		1.10	10%	11.00		
<b>Salad, Dressing and Puddings</b>													
65	10	buttermilk pudding 84.0 cans		8.74	7.50%	9.32	212.20		26.21	10%	262.10		
66	30	chocolate pudding, 6oz/16 cans/case		20.15	7.50%	21.70	651.00		29.34	10%	293.40		
67	10	vanilla pudding, 16oz/16 cans/case		18.25	7.50%	19.63	196.30		24.57	10%	245.70		
68	10	red velvet, assorted, 32-oz oz packs		25.27	7.50%	27.07	270.70		15.50	10%	155.00		
69	15	apple sauce, 6x10 case		21.31	7.50%	22.81	342.15		28.31	10%	283.10		



Bidders		US FoodService Greenville, SC				IFR FoodService Highway, NC				No Bid as listed	
Address	Item #	Description	Exception	Unit Price	Handling Fee %	Delivered Cost	Financing Fee %	Delivered Cost	Financing Fee %	Unit Price	Handling Fee %
	71	vegetables packing 20# 10 cases		19.74	7.50%	21.22		23.44	10%	207.82	
		<b>Frozen Vegetables</b>									
	72	green peas 20#		15.35	7.50%	16.48		24.94	10%	279.25	
	73	broccoli, chopped 30#		26.84	7.50%	28.82		25.02	10%	364.32	
	74	carrots 20#		15.25	7.50%	16.40		27.91	10%	255.25	
	75	caul. flowers, sliced 20#		16.20	7.50%	17.42		24.05	10%	352.11	
	76	lima beans 70#		18.82	7.50%	20.23		27.23	10%	270.38	
	77	broiled corn 20#		15.94	7.50%	17.14		15.75	10%	61.91	
	78	mixed vegetables, 4 cases 20#		14.15	7.50%	15.21		26.13	10%	276.33	
	79	squash 70#		6.94	7.50%	7.42		17.05	10%	370.81	
	80	French fries, 20# straight 30#		12.58	7.50%	13.48		27.00	10%	297.51	
	81	corn 20#		13.52	7.50%	14.53		18.87	10%	387.28	
	82	potatoes 20#		18.36	7.50%	19.73		29.22	10%	282.21	
	83	potatoes 20#		18.36	7.50%	19.73		21.08	10%	354.51	
		<b>Baked Products</b>									
	84	corn, but 30# bag		19.97	7.50%	21.42		18.95	10%	424.76	
	85	potatoes, 20# bag, 40# bag, 30# bag		20.77	7.50%	22.27		21.80	10%	288.70	
	86	flour, plain 25#		8.75	7.50%	9.21		8.63	10%	145.70	
	87	flour, self rising 25#		7.14	7.50%	7.65		15.50	10%	311.42	
	88	corn meal, self rising 25#		6.70	7.50%	7.18		11.17	10%	1,283.58	
	89	sugar, powdered, 20# bags 200 count		10.93	7.50%	11.72		5.32	10%	510.42	
	90	powdered sugar 90#		21.59	7.50%	23.32		6.30	10%	3,687.25	
	91	brown gravy 10# 5/16"		16.30	7.50%	17.47		23.92	10%	13.16	
	92	cream of tartar 50#		20.29	7.50%	21.81		25.18	10%	276.96	
	93	chicken gravy 10# 5/16"		17.05	7.50%	18.33		25.59	10%	140.71	
	94	chicken base 20#		15.43	7.50%	16.61		36.72	10%	329.51	
	95	beef base 12#		20.43	7.50%	21.95		23.43	10%	201.91	
	96	cornmeal 20# 200 count		26.51	7.50%	28.48		11.91	10%	1,652.60	
	97	glaze, thin 20#		35.25	7.50%	37.73		43.53	10%	234.30	
	98	marshmallows 12.5#		15.32	7.50%	16.47		17.17	10%	97.41	
	99	sausage 50#		36.22	7.50%	38.71		42.93	10%	236.12	
		<b>Rice, Noodles and Beans</b>									
	100	black-eyed peas 25#		22.00	7.50%	23.65		19.70	10%	646.07	
	101	lima beans, 20#		22.05	7.50%	23.73		21.83	10%	461.52	
	102	green northern beans, 20#		18.97	7.50%	20.39		15.79	10%	255.30	
	103	Pinto beans, 50#		22.22	7.50%	23.82		33.41	10%	735.03	
	104	rice (parboiled) 25#		18.17	7.50%	19.48		8.36	10%	290.22	
	105	spaghetti 25#		4.15	7.50%	4.42		6.95	10%	15.43	
	106	macaroni 20#		14.15	7.50%	15.21		14.44	10%	15.88	
	107	egg noodles 10#		10.85	7.50%	11.63		11.76	10%	128.12	
	108	rice, basmati 20#		17.86	7.50%	19.11		19.86	10%	414.92	
	109	rice 20#		18.90	7.50%	20.32		33.06	10%	130.94	
	110	Soups, 12.50#									

Bidder's Address	US Food Service Greenville, SC					IGA Food Service Hickory, NC					No Bid as Bidder		
	Item #	Quantity	Description	Exception	Unit Price	Handling Fee %	Estimated Price	Exception	Unit Price	Handling Fee %	Estimated Price	Unit Price	Handling Fee %
108	3	Worcestershire			29.66	7.50%	31.85		43.36	10%	47.70		
109	5	tomato			28.28	7.50%	30.25		53.16	10%	58.48		
110	10	chicken noodle			30.78	7.50%	32.97		35.73	10%	39.30		
111	3	cream of mushroom			23.42	7.50%	25.08		37.12	10%	40.83		
<b>Governmental Purchasing Sources Only</b>													
112	25	apple butter, 5lb 10 canisters			80.29	7.50%	85.12		25.99	10%	28.59		
113	20	white rice, 60# 10 canisters			21.53	7.50%	23.10		50.40	10%	55.44		
114	20	grape jelly, 6# 10 canisters			22.98	7.50%	24.56		50.40	10%	55.44		
115	20	pear jam, 6# 10 canisters or 6.5#			30.00	7.50%	32.25		38.03	10%	41.83		
116	100	mayonaisse 4-1 lb			24.32	7.50%	26.08		20.44	10%	22.48		
117	5	mustard 4-1 gal			9.98	7.50%	10.73		10.24	10%	11.26		
118	5	blue cheese dressing 16oz 18.3 oz			48.43	7.50%	52.00		44.53	10%	49.07		
119	5	mayo dressing 16oz 18.3 oz			22.00	7.50%	23.67		21.44	10%	23.58		
120	10	zesty, pineapple and vanilla 4-1 gal			15.70	7.50%	16.88		17.24	10%	18.96		
121	3	meringue, individual packs 200 count			10.85	7.50%	11.61		6.51	10%	7.06		
122	5	Texas select chocolate 2-1/2lb			13.42	7.50%	14.44		17.32	10%	18.95		
<b>Spices</b>													
123	4	all purpose 12-28oz			30.46	7.50%	32.66		30.30	10%	33.33		
124	3	corn powder 5#			16.32	7.50%	17.59		28.04	10%	30.94		
125	2	chili powder 5# 1#			22.84	7.50%	24.39		28.27	10%	31.09		
126	3	vanilla 16oz 18.3 oz 4-1 gal			35.52	7.50%	38.11		18.39	10%	20.23		
127	3	garlic powder 16oz			4.75	7.50%	5.10		10.80	10%	11.88		
128	15	garlic salt 16oz			4.15	7.50%	4.46		7.89	10%	8.68		
129	5	lemon pepper 25oz			6.07	7.50%	6.51		5.81	10%	6.39		
130	2	avocado 11 oz			8.20	7.50%	8.80		14.37	10%	15.81		
131	10	black pepper 5#			33.55	7.50%	36.02		25.82	10%	28.39		
132	10	onion powder 10oz			8.41	7.50%	9.01		7.49	10%	8.19		
133	10	sesame oil			5.19	7.50%	5.58		1.82	10%	2.00		
134	5	walnut sherry sauce 4-1 gal			14.74	7.50%	15.82		21.28	10%	23.42		
135	5	soy sauce 4-1 gal			16.00	7.50%	17.16		19.67	10%	21.64		
136	10	nutritional yeast 10 oz			6.88	7.50%	7.36		8.72	10%	9.59		
137	5	seasoning salt 5#			9.20	7.50%	9.88		12.53	10%	13.78		
138	10	coconut oil			11.28	7.50%	12.11		10.19	10%	11.21		
139	5	corn starch 24-1#			15.47	7.50%	16.62		7.58	10%	8.34		
140	5	black pepper 10-20 oz			17.63	7.50%	18.97		17.75	10%	19.53		
141	5	onion 4-1 gal			10.90	7.50%	11.68		5.10	10%	5.61		
142	5	soybean oil 4-1 gal			21.24	7.50%	22.85		21.89	10%	24.03		
<b>Cereals, cake, applesauce</b>													
143	35	corn flakes, bulk			12.30	7.50%	13.27		26.49	10%	29.15		
144	35	frosted flakes, bulk			31.32	7.50%	33.67		23.85	10%	26.20		
145	20	corn meal 2-4.7 oz			26.00	7.50%	28.10		21.82	10%	24.00		

Bidders		US Food Service Greenville, SC					IHH Food Service Michey, NC					Mobile as listed	
Address	Item #	Description	Exception	Unit Price	Handling Fee %	Delivered Cost	Exception	Unit Price	Handling Fee %	Delivered Cost	Extended Price	Unit Price	Handling Fee %
	147	147 40	147 40	147 40	147 40	147 40	147 40	147 40	147 40	147 40	147 40	147 40	147 40
	148	148 40	148 40	148 40	148 40	148 40	148 40	148 40	148 40	148 40	148 40	148 40	148 40
	149	149 40	149 40	149 40	149 40	149 40	149 40	149 40	149 40	149 40	149 40	149 40	149 40
	150	150 40	150 40	150 40	150 40	150 40	150 40	150 40	150 40	150 40	150 40	150 40	150 40
	151	151 40	151 40	151 40	151 40	151 40	151 40	151 40	151 40	151 40	151 40	151 40	151 40
	152	152 40	152 40	152 40	152 40	152 40	152 40	152 40	152 40	152 40	152 40	152 40	152 40
	153	153 40	153 40	153 40	153 40	153 40	153 40	153 40	153 40	153 40	153 40	153 40	153 40
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	155	155 40	155 40	155 40	155 40	155 40	155 40	155 40	155 40	155 40	155 40	155 40	155 40
	156	156 40	156 40	156 40	156 40	156 40	156 40	156 40	156 40	156 40	156 40	156 40	156 40
	157	157 40	157 40	157 40	157 40	157 40	157 40	157 40	157 40	157 40	157 40	157 40	157 40
	158	158 40	158 40	158 40	158 40	158 40	158 40	158 40	158 40	158 40	158 40	158 40	158 40
	159	159 40	159 40	159 40	159 40	159 40	159 40	159 40	159 40	159 40	159 40	159 40	159 40
	160	160 40	160 40	160 40	160 40	160 40	160 40	160 40	160 40	160 40	160 40	160 40	160 40
	161	161 40	161 40	161 40	161 40	161 40	161 40	161 40	161 40	161 40	161 40	161 40	161 40
	162	162 40	162 40	162 40	162 40	162 40	162 40	162 40	162 40	162 40	162 40	162 40	162 40
	163	163 40	163 40	163 40	163 40	163 40	163 40	163 40	163 40	163 40	163 40	163 40	163 40
	164	164 40	164 40	164 40	164 40	164 40	164 40	164 40	164 40	164 40	164 40	164 40	164 40
	165	165 40	165 40	165 40	165 40	165 40	165 40	165 40	165 40	165 40	165 40	165 40	165 40
	166	166 40	166 40	166 40	166 40	166 40	166 40	166 40	166 40	166 40	166 40	166 40	166 40
	167	167 40	167 40	167 40	167 40	167 40	167 40	167 40	167 40	167 40	167 40	167 40	167 40
	168	168 40	168 40	168 40	168 40	168 40	168 40	168 40	168 40	168 40	168 40	168 40	168 40
	169	169 40	169 40	169 40	169 40	169 40	169 40	169 40	169 40	169 40	169 40	169 40	169 40
	170	170 40	170 40	170 40	170 40	170 40	170 40	170 40	170 40	170 40	170 40	170 40	170 40
	171	171 40	171 40	171 40	171 40	171 40	171 40	171 40	171 40	171 40	171 40	171 40	171 40
	172	172 40	172 40	172 40	172 40	172 40	172 40	172 40	172 40	172 40	172 40	172 40	172 40
	173	173 40	173 40	173 40	173 40	173 40	173 40	173 40	173 40	173 40	173 40	173 40	173 40
	174	174 40	174 40	174 40	174 40	174 40	174 40	174 40	174 40	174 40	174 40	174 40	174 40
	175	175 40	175 40	175 40	175 40	175 40	175 40	175 40	175 40	175 40	175 40	175 40	175 40
	176	176 40	176 40	176 40	176 40	176 40	176 40	176 40	176 40	176 40	176 40	176 40	176 40
	177	177 40	177 40	177 40	177 40	177 40	177 40	177 40	177 40	177 40	177 40	177 40	177 40
	178	178 40	178 40	178 40	178 40	178 40	178 40	178 40	178 40	178 40	178 40	178 40	178 40
	179	179 40	179 40	179 40	179 40	179 40	179 40	179 40	179 40	179 40	179 40	179 40	179 40
	180	180 40	180 40	180 40	180 40	180 40	180 40	180 40	180 40	180 40	180 40	180 40	180 40
	181	181 40	181 40	181 40	181 40	181 40	181 40	181 40	181 40	181 40	181 40	181 40	181 40
	182	182 40	182 40	182 40	182 40	182 40	182 40	182 40	182 40	182 40	182 40	182 40	182 40





**Beth Hulse**

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**From:** Dale Surrent  
**Sent:** Thursday, September 18, 2008 5:28 PM  
**To:** Beth Hulse  
**Subject:** FW: Bid 08-06 Food for LEC prior award

Would you put this with the bid AIS?

DS

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**From:** Ann Albertson  
**Sent:** Thursday, September 18, 2008 8:50 AM  
**To:** Dale Surrent  
**Cc:** Tronda Spearman  
**Subject:** Bid 08-06 Food for LEC prior award

Tronda said you wanted information on the increase in cost of food bid for the LEC.

\$ 58,651.31 - amount of award for prior Food bid (Bid 02-29, July 2003)  
\$122,385.14 - amount of current Food bid (Bid 08-06, September 2008)  
\$ 63,733.83 - increase (approx. 109%)

If you need anything else, let me know.

Thanks, Ann

Ann T. Albertson  
Senior Buyer  
Oconee County Procurement  
415 S. Pine Street, Walhalla, SC 29691  
804-836-4141, fax 804-658-4142  
aalbertson@oconee.net

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: September 23, 2008  
COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

NACO Prescription Discount Card Program

**BACKGROUND OR HISTORY:**

This is a NACO sponsored program that provides discount prescriptions to Oconee County citizens.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

It will help people with no health insurance obtain a discount on prescriptions.

**STAFF RECOMMENDATION:**

There is no down side to offering this program.

**FINANCIAL IMPACT:**

Some time will have to be spent by county employees to distribute cards.

**ATTACHMENTS**

Submitted or Prepared By:

Bradley A. Norton

Department Head/Elected Official

Approved for Submittal to Council:

Dale Surratt, County Administrator

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

\_\_\_\_\_ Other: \_\_\_\_\_



# Spend Less on Your Prescriptions

Introducing the **County Name Here Prescription Discount Card**

## Free Enrollment for County Residents



- FREE Enrollment
- Average savings of 20%
- No limits
- No age requirements – you do NOT need to be a Medicare beneficiary to enroll
- No income requirements
- Family coverage
- Use it anytime your prescription is not covered by insurance

This program is offered in a joint effort of Davison County and the National Association of Counties (NACo).

For more information call: **1-877-321-2652**  
or visit <https://naco.advancerx.com>

## NACo Prescription Drug Discount Card Program

### Summary

- Caremark was chosen as the program provider after a two-year process that involved the NACo Membership Committee, a consulting firm and a special evaluation committee appointed by the NACo President (Karen Miller was President at the time).
- The Caremark program was chosen not only for its price savings, but also for its ease of use and understanding.
- The program provides great flexibility for participating counties. The discount cards can be used by anyone – senior citizens, the elderly, or the uninsured. Some counties may use the cards for their jail populations or their employees if they do not have a prescription drug insurance program.
- There is no cost to NACo, no cost to the counties participating in the program and no cost to the citizens using the discount card.
- Citizens do not have to fill out any forms to participate and, therefore, the counties do not have to maintain any database of who has the cards. The card will be given to citizens with a brochure and can be used immediately by anyone who needs it.
- The discount cards are accepted at more than 57,000 pharmacies nationwide. The overall average savings is about 20 percent. The savings range from 13 percent to 35 percent on purchases of drugs at a local pharmacy and up to 50 percent on mail order purchases. Savings differences are based on brand-named prescriptions vs. generic.
- Only NACo member counties can participate.