



OCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name: Marion Lyles  
[Please Print]

Council Member Signature: *Marion Lyles*

Meeting Date: 11/6/08

Item for Discussion/Vote: 10/21/08 Minutes (Mtg w/ SCAC)  
10/21/08 Minutes (Regular Mtg)

Reason for Absention:  I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*E. G. Hulse*  
Elizabeth G. Hulse  
Clerk to Council



OCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name: Mario Suarez  
[Please Print]

Council Member Signature: Mario Suarez

Meeting Date: ~~10/21/08~~ 11/6/08

Item for Discussion/Vote: 10/21/08 Workshop Mtg w/ SCAC

Reason for Absention:  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

ZEO Statement

11-6-08

When I introduced zoning in March 2007 I was interested in protecting our natural resources and assisting economic development in Oconee County. I was not sure what the final draft would look like but had a concept of what was needed. The final draft we have before us is better than I ever anticipated and for that I am ever grateful. For all that worked so hard to get this accomplished, thank you. You did a fine job.

Council tried especially hard to listen to and incorporate the many suggestions from the public; both from those opposed and those in favor. We were able to accommodate many of these ideas and that also made this a better document. We thank you for your active participation and input.

The protection this ordinance affords the natural resources we all love is difficult to quantify but assuredly we have taken a step forward to insure their preservation for many generations. We are blessed with a bounty that few if any other Counties have and I think all of us want to see this preserved.

The overlay for I-85 is necessary to insure we are competitive for economic development. Over the past 2 years I have met with and spoken to many developers, economic development experts, businessmen and individuals from academia. All have told me that our County only lacked two things to become competitive; infrastructure and zoning. We have started the infrastructure process for this area through the Oconee Joint Sewer Authority and we will protect the commercial area with the overlay. This will give Jim Alexander and his team the tools they need to go out and compete with any other County for the jobs we need and want.

It has taken us almost 2 years to get this done. I ask that those against this plan give it at least two years to develop. I am certain that you will find that nobody has been adversely affected and that our County is better served because of this ordinance. If I am wrong then plans to modify, change, and amend the ordinance would be in order.

Subj: **Amending a Zoning Ordinance**  
Date: 11/3/2008 8:28:35 P.M. Eastern Standard Time  
From:  
To:

### **Amending the Zoning Ordinance**

Once adopted, a zoning ordinance is subject to amendment as needed. In general, amendments to the zoning ordinance alter the zoning district classification of individual properties. The ability to seek a zoning amendment is not an exclusive right vested in any one individual, group, or body. Anyone in the county can petition for an amendment to the zoning ordinance, regardless of whether they own property or whether they currently serve as a member of county council or the planning commission. The process for amending the zoning ordinance is set forth in the state planning act and the local zoning ordinance.

Only the county council has the authority to enact amendments to the zoning ordinance. A public hearing

must be held prior to final action on a zoning ordinance amendment, and explicit public notice and comment requirements are set out in the state code.<sup>20</sup>



Subj: **SC State Statutes regarding Procedure for Enactment/Amendment of Zoning Regulation or Map**  
Date: 11/3/2008 8:12:50 P.M. Eastern Standard Time  
From:  
To:

Title 6, Article 5,

**SECTION 6-29-760.** Procedure for enactment or amendment of zoning regulation or map; notice and rights of landowners; time limit on challenges.

(A) Before enacting or amending any zoning regulations or maps, the governing authority or the planning commission, if authorized by the governing authority, shall hold a public hearing on it, which must be advertised and conducted according to lawfully prescribed procedures. If no established procedures exist, then at least fifteen days' notice of the time and place of the public hearing must be given in a newspaper of general circulation in the municipality or county. In cases involving rezoning, conspicuous notice shall be posted on or adjacent to the property affected, with at least one such notice being visible from each public thoroughfare that abuts the property. If the local government maintains a list of groups that have expressed an interest in being informed of zoning proceedings, notice of such meetings must be mailed to these groups. No change in or departure from the text or maps as recommended by the local planning commission may be made pursuant to the hearing unless the change or departure be first submitted to the planning commission for review and recommendation. The planning commission shall have a time prescribed in the ordinance which may not be more than thirty days within which to submit its report and recommendation on the change to the governing authority. If the planning commission fails to submit a report within the prescribed time period, it is deemed to have approved the change or departure. When the required public hearing is held by the planning commission, no public hearing by the governing authority is required before amending the zoning ordinance text or maps.

(B) If a landowner whose land is the subject of a proposed amendment will be allowed to present oral or written comments to the planning commission, at least ten days' notice and an opportunity to comment in the same manner must be given to other interested members of the public, including owners of adjoining property.

(C) An owner of adjoining land or his representative has standing to bring an action contesting the ordinance or amendment, however, this subsection does not create any new substantive right in any party.

(D) No challenge to the adequacy of notice or challenge to the validity of a regulation or map, or amendment to it, whether enacted before or after the effective date of this section, may be made sixty days after the decision of the governing body if there has been substantial compliance with the notice requirements of this section or with established procedures of the governing authority or the planning commission.



Advocates for Quality  
Development

WHY the ZEO? Why NOW?  
November 6, 2008



## Reasons To Support the ZEO

- Citizen INITIATED Zoning, Overlay
- Insures Continued Grassroots Input
- Grandfathering Protects Property Rights
- Exhaustive Legal & Expert Review
- Overlay Provides Critical Breathing Room

# Citizens Initiate, Council Listens

- **Oconee by Choice**-Hundreds of citizens attended 15 focus groups, 5 town hall meetings, mailed & emailed comments. **Zoning & land use planning #1 concern.**
- **Petitions from LANDOWNERS**-Over 1,300 landowner petitions in favor of ZEO/lake overlay. Special interest group? **Yes.** Citizens, taxpayers, owners within overlay.
- **AQD, FOLKS, Upstate Forever, HOAs**-All strongly support. Members are your neighbors.




# Grassroots Input Guaranteed

- **Fire Districts**
  - 15% to initiate PROCESS. State standard.
  - Surveys ALL owners once map created
  - Results will clearly show landowner wants/needs
- **Small Area Rezoning**
  - 51% landowner signatures. Clear majority.



## Grandfathering Protects Owners

- All current uses are grandfathered
- Entire County zoned “Control Free”
  - With exception of overlay performance standards, no new restrictions on what owners can do with land
  - ZEO process to change from “Control Free” to any zoning designation is a public process



## Smart Development & Taxes

- **AQD is FOR Smart Development**
  - Increases tax base, provides jobs
- **Opposes Unplanned Development**
  - Scattered high-density projects boost taxes for roads, sewer, water, public safety, schools. Impact daily lives—fire rating, teacher ratios, police protection.
  - Discourages companies from locating here
  - Defeats sensible, cost-effective infrastructure design
  - A Clemson study suggests unplanned Oconee development could gobble up green space at double the rate of the rest of the Upstate.

# Exhaustive Legal/Expert Review

- **Legal Questions—Asked and Answered**
  - Addressed by County Attorney, Consultation with Other Counties, Independent Legal Counsel
- **Experts—Benchmark, ACOG, Peers**
  - Planning Commissioners picked consultant
  - Experienced with rural counties facing similar pressures in North & South Carolina
  - Planning staff consulted exhaustively with Appalachian Council of Governments experts and other South Carolina County planning departments





## Lake Overlay—Critical Breathing Room

- **Extends protection while we decide future**
  - Removal of overlay lets developers dictate future without ANY citizen input
  - Elimination would let high-rise, high-density plans be submitted simply to grandfather use—no finances, no marketing, no real plan required. Just greed.
- **Lake overlay doesn't zone. Any use permitted.**
- **Majority of lakeside property owners support!**
  - Hundreds of lakeside residents have urged lake overlay. Can count on one hand overlay opponents who actually OWN land on the lakes.




## Who Talks—Citizens or Money?

- **ZEO—The People Rule**
  - Developed and administered locally
  - Open and responsive to public input and voter action
  - Citizen-initiated based on specific requests by district
  - Protects Oconee County and all existing lifestyles
- **Developers—\$\$\$ Rule**
  - Decisions are made in private/secret
  - Control is in hands of out-of-state/town players
  - Cost cutting may drive decisions
  - Import subcontractors, skilled labor
  - Profits leave Oconee, problems remain, taxes increase
  - They're in charge of our future unless controlled

**NO ZEO = FREEDOM FOR SPECIAL INTERESTS**

who may have no stake in Oconee's welfare or future



## Calm & Facts Should Prevail

- **Councilmen-elect pledged to listen**
  - Meet with all factions. Ask who benefits.
  - Due diligence. Need to study facts, background.
- **Promised they would ensure zoning will impose citizens' will—not Council's**
  - Rescinding overlays would do exactly what incoming Councilmen promised **NOT** to do—impose their will without regard to input from affected owner-taxpayers
  - Avoid taking action that may have dire consequences  
**UNTIL** factual effort to determine majority wishes



## Take Pride—We Thank You

### ■ **Final ZEO—Unique. Balanced. Model.**

- Marries best ideas from counties across state
- Final language addresses public concerns
- Ensures citizen input. Satisfies legalities.

### ■ **Preserves Best of Oconee County**

- Council has labored over ZEO for months. Heard arguments. Fine-tuned details, language. Thank you.
- Our children and grandchildren will remember this County Council for its forward-thinking & leadership.

**Convention & Visitors Bureau  
Progress Report  
November 6, 2008**

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**Ken Sloan  
Executive Director - CVB**

**Convention & Visitors Bureau  
Progress Report  
November 6, 2008**

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**• Lodging**

- More rooms than I had originally anticipated
- In addition to hotels, there are more than 100 vacation rental homes
- Met with hotels and property managers
- Collaborating on specialty marketing and direct sales to create off-season events

**• Meeting Space**

- More meeting space than I had originally anticipated
- Gignilliat Center, Cross Creek Plantation Club House, Magnolia Manor, Heritage Center
- Great niche opportunity for small conventions of less than 150 people
  - Management retreats
  - Professional organizations
  - Personal interest groups

## Convention & Visitors Bureau Progress Report November 6, 2008

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- Branding Committee

- Established committee to assist with the overall branding of the CVB

- Committee Members include:

- Jim Gadd – Ex. Dir. Oconee Alliance
- Phil Shirley – Dir. of Parks, Recreation and Tourism
- Bettina George – Nantahala Outdoor Center
- Ziggy Wickham – Print It!
- Hunter Kome – VP Mktg Oconee Hospital
- Van and Leigh Miller – Publishers of Oconee Magazine
- Anna Joyner – SC National Heritage Corridor

- Determined differentiating factors

- Mountains, Lakes, Water Falls, Chattooga River, four seasons
- Used these factors as baseline for logo, web site and marketing collateral

## Convention & Visitors Bureau Progress Report November 6, 2008

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### CVB Logo



- Designed by: FMG Design (Houston, TX)
- Funding for logo provided by Oconee Hospital
- Logo direction and consultation provided by Hunter Kome

**Convention & Visitors Bureau  
Progress Report  
November 6, 2008**

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**CVB Logo**

**• "Mountain Lakes"**

- The SC National Heritage Corridor refers to the Oconee, Pickens and Anderson area as the Mountain Lakes Region
- Today Visitors Guide was renamed from Golden Corner to Mountain Lakes
- The term "Mountain Lakes" resonates well with potential tourists and web browsers
- "Oconee" is also a county in Georgia which creates a marketing dilemma
  - Internet searches directs to Oconee, GA
  - Oconee, GA also has mountains and lakes
  - Potential visitors will be direct to GA and not SC
- Need to create a regional marketing approach
  - Differentiate from Georgia
  - Allow for future partnering with neighboring counties
- Branding Committee unanimously voted for the name of the CVB and desires the support of the Oconee County Council:

*"Mountain Lakes Convention & Visitors Bureau"*

**Convention & Visitors Bureau  
Progress Report  
November 6, 2008**

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**MOUNTAIN LAKES**

CONVENTION and VISITORS  
BUREAU

**Convention & Visitors Bureau  
Progress Report  
November 6, 2008**

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**Visitors Guide**

- **DreamsFloat, Inc.**
  - Van and Leigh Miller – Publishers of the Oconee Magazine
  - Pure visitor content – no paid advertisement
  - Will pursue strategic Oconee County corporate sponsors to help offset costs of publishing, printing and distribution
  - Estimated time of completion: March 1, 2009
  - Will not be a dated publication
  - 20,000 copies to be printed initially

**Convention & Visitors Bureau  
Progress Report  
November 6, 2008**

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**Brochure**

- **SC National Heritage Corridor**
  - Anna Joyner – Public Relations Manager
  - Using existing Heritage Corridor "Guide to Region 1" as baseline
  - Map will include all lodging and places of tourism interest with symbolic icons and GPS coordinates
  - Distributed primarily to welcome centers
  - Estimated time of completion: March 1, 2009



**Convention & Visitors Bureau  
Progress Report  
November 6, 2008**

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**Web Site**

**• TrueZeal**

- Tim Simmons – Owner ([www.truezeal.com](http://www.truezeal.com))
- Home page design supplied by FMG Design and Oconee Hospital
- First draft of page templates has been completed
- Estimated date of completion: Jan. 31, 2009
- Demonstration of web site...

OCONEE COUNTY  
SOUTH CAROLINA



ZONING ENABLING  
ORDINANCE

2007-18

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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. All standards set forth in this document shall in no manner be construed to conflict with the provisions of the South Carolina Right to Farm Act, as in effect on the date of adoption of these regulations.

**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 permit shall be issued by the Oconee County Zoning Officer or the Board of Zoning Appeals except in conformity with the provisions of this Ordinance.

- (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 storm water and/or erosion control permits

- i. 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 Use Certificates-** A Temporary Use Certificate may be issued. 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.

- (1) **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 § 6-29-760 of the State of South Carolina Code of Laws; the map shall at all times portray the current status of the zoning district boundaries.
- (2) **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:

- (1) **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.
- (2) **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:

**Section 4.1** 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.

**Section 4.2** In the event an alteration is proposed for any nonconforming structure, the following standards shall apply:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) Nonconforming buildings or structures utilized as an integral part of a business at the time of adoption of these standards shall be permitted to be expanded by an amount up to fifty (50) percent of the building footprint existing at the time of adoption, as a Special Exception, provided:
  - a. district setback and height requirements are met, with no existing dimensional nonconformities being increased;
  - b. any increase in excessive light, noise, dust, or other negative impacts on neighboring uses resulting from the proposed expansion are mitigated by screening, fencing, or other means necessary.

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. All structures rebuilt or otherwise modified under the provisions of this Ordinance shall be constructed to conform to adopted codes.



**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 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 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:

- (1) 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.
- (2) 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:

- (1) there are extraordinary and exceptional conditions pertaining to the particular piece of property;
- (2) these conditions do not generally apply to other property in the vicinity;
- (3) 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
- (4) 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.
  - a. 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.
  - b. 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:

- (1) In accordance with the Comprehensive Plan and is consistent with the spirit, purposes, and the intent and specific requirements of this ordinance;
- (2) In the best interests of the County, the convenience of the community and the public welfare;
- (3) 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;
- (4) 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.
- (3) **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 effected 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.
- (4) **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 effected 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.
- (5) **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 8.3 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 8.4 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 8.5 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. **Keowee-Ebenezer**
12. **Friendship District**
13. **Cross Roads District**
14. **Picket Post-Camp Oak District**
15. **South Union District**
16. **West Union District**
17. **Keowee 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 amending the zoning map."



- 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. For the purposes of this regulation, in addition to standard definitions, parcels separated by a perennial stream or body of water shall be considered contiguous. This method of rezoning shall be initiated by a signed petition containing the signatures of a minimum of 51% 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 8.6 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 re-zonings 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

- (1) 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:
  - a. **Uses Permitted by Right:** Administrative review and approval subject to district provisions and other applicable requirements only.
  - b. **Conditional Uses:** Administrative review and approval subject to district provisions, other applicable requirements, and conditions outlined in this ordinance.
  - c. **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 United Performance Standards Ordinance of Oconee County as special exceptions shall be governed by those standards unless otherwise noted in this ordinance.
- (2) 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.

- (1) **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.
- (2) **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.
- (3) **Lot Line:** Boundaries indicated as approximately following lot lines shall be construed as following such lot lines.
- (4) **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.

- (5) **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.
- (6) **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.
- (7) **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.
- (8) 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

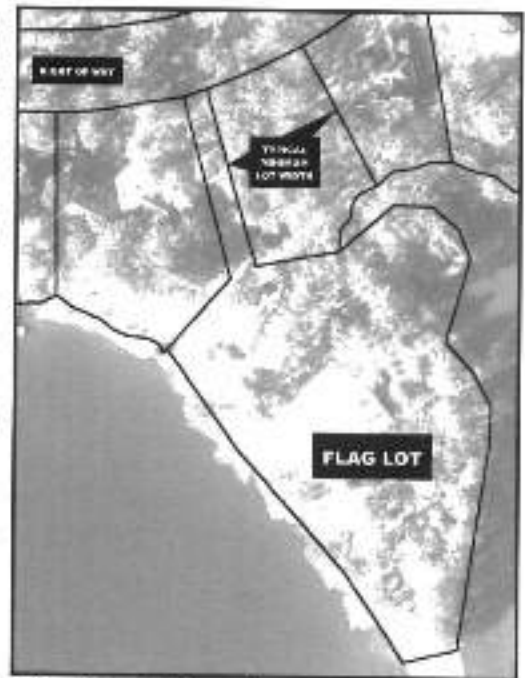
a. Public utilities and government uses shall not be subject to the minimum lot size requirements, but shall meet the setback requirements.

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:

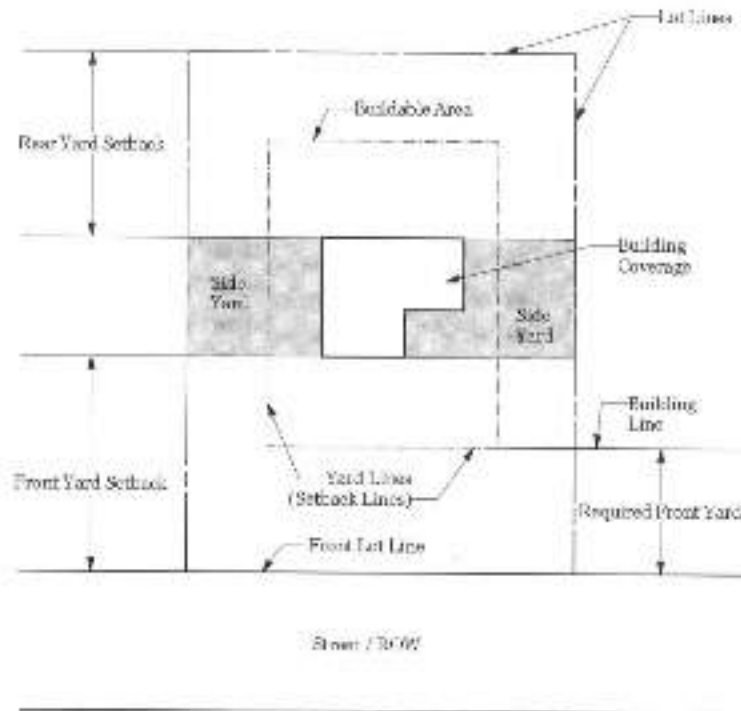
1. The maximum flagpole length shall be 300 feet.
2. The minimum flagpole width shall be 30 feet;
3. The front setback shall be measured from where the lot meets the district minimum width requirements.
4. The flagpole portion of the lot shall not be used to calculate area, width, or setbacks of the 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

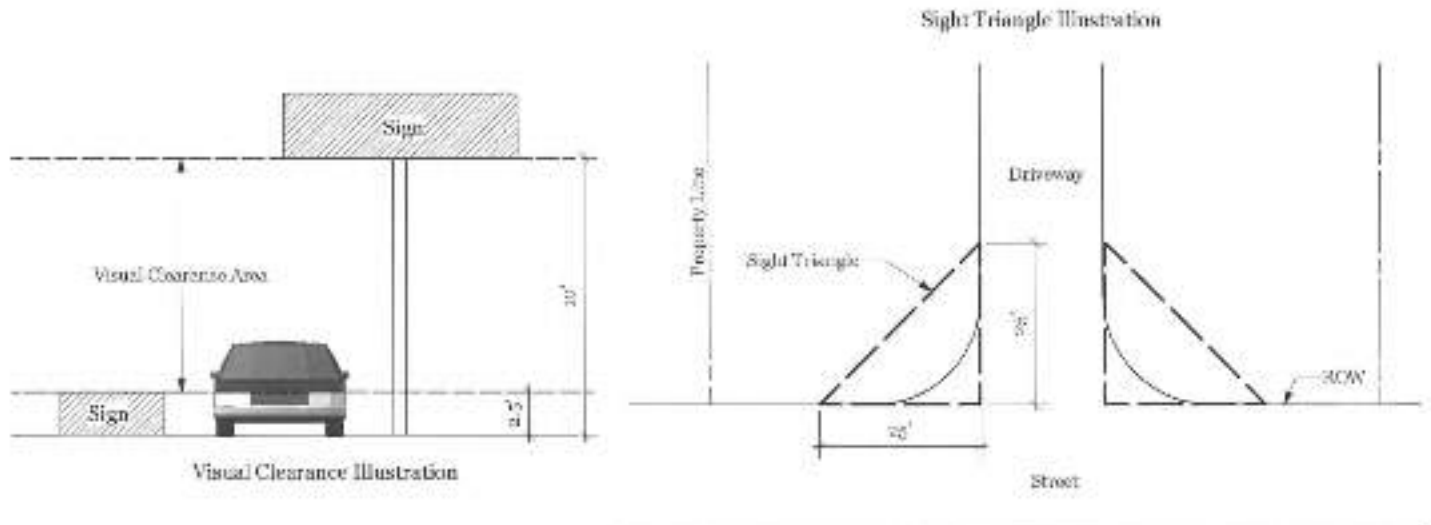


remaining area of the lot which is not included in any required front, side, or rear lot shall be known as the "buildable" area within which the approved structure(s) shall be placed.



- 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**

- (1) 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.
  
- (2) The height limitations of this title shall not apply to the following:
  - a. Belfries
  - b. Chimneys
  - c. Church spires
  - d. Conveyors
  - e. Cooling towers
  - f. Cupolas
  - g. Domes
  - h. Elevator bulkheads
  - i. Fire Towers
  - j. Flag Poles
  - k. Ornamental towers and spires
  - l. Public monuments
  - m. Public utility poles
  - n. Silos
  - o. Skylights
  - p. Smoke stacks
  - q. Stage towers or scenery lofts

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.

- (3) Communication towers, antennas, and water tanks shall be exempt from district height requirements in these standards, but shall instead be subject to standards provided for in the Oconee County Unified Performance Standards 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:

- (1) See Article 5 for Conditional Uses
- (2) See Article 7 for Special Exceptions
- (3) 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 10 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.

**Uses:**

*Permitted Uses*

- Agricultural production, crops and livestock
- Agricultural support services
- Air strips (private use)
- Animal services
- Auction houses
- Auditorium / Indoor Public Assembly
- Automotive sales and rental
- Automobile services and repair
- Automotive services and gas stations (excluding truck stops)
- Bed and Breakfast Inns
- Building and special trade contractors
- Building materials and supply
- Cemeteries: Commercial
- Cemeteries: Family and Accessory
- Civic, fraternal, professional, & political organizations
- Commercial Fishing, Hunting & Trapping
- Convenience stores
- Day Care Facilities
- Emergency services
- Farms & ranches, general
- Farm supply stores
- Forestry / Silviculture
- Fuel supply services
- Greenhouses & nurseries, commercial
- Golf courses & country clubs
- Government buildings (excluding correctional facilities)
- Health care services
- Hotels, Motels, & Inns
- Hunting & Fishing Camps
- Landscape services
- Libraries
- Lumber & saw mills



- Marinas
- Mixed Use Buildings
- Movie theater
- Multi-family residential development
- Museums, historical sites, sightseeing, & similar institutions
- Office uses, general (up to 2,500 square feet)
- Outdoor Markets
- Personal care services
- Places of worship
- Professional offices
- Public & private parks & recreation (indoor & outdoor)
- Public & private utilities
- Railroad stations
- Research Facilities
- Residential care facilities
- Retail uses (up to 5,000 square feet excluding alcohol sales)
- Roadside Markets
- Roadside Stands
- Schools, College & University
- Schools, Elementary & Secondary
- Single-family detached residential
- Single-family subdivisions (10 units or less)
- Spectator sports
- Taxidermy & wild game processing
- Warehousing & storage (excluding mini-storage)
- Wholesale trade

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

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

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

- Communications towers
- Government Buildings (excluding correctional facilities)
- Group Homes
- Gun clubs & skeet shooting ranges
- 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
- Restaurants (greater than 2,500 square feet)
- Retail uses (up to 5,000 square feet)
- Salvage yard, Junkyard, & Recycling Operations

- Single-family subdivisions (more than 10 units)
- 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	--
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	--	

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

## Section 10.4 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 in rural areas that wish to minimize the impact of dense residential development.

**Uses:**

### *Permitted Uses*

- Agricultural production, crops and livestock
- Automotive services and gas stations (excluding truck stops)
- Building and special trade contractors
- Cemeteries: Family & Accessory
- Civic, fraternal, professional, & political organizations
- Emergency services
- Farms & ranches, general
- Greenhouses & Nurseries, commercial
- Government buildings (excluding correctional facilities)
- Health care services (excluding hospitals)
- Landscape services
- Libraries
- Places of worship
- Public & private parks & recreation (indoor & outdoor)
- Roadside Markets
- Roadside Stands
- Single-family detached residential
- Single-family subdivisions (10 units or less)
- Taxidermy & wild game processing

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

- Auction Houses
- Agricultural Support Services
- Conservation subdivisions
- Day Care Facilities
- Farm supply stores
- Forestry / Silviculture
- Home occupations
- Hunting & Fishing Camps
- Mixed Use Buildings
- Professional offices
- Restaurants (up to 2,500 square feet)
- Schools, Other

**Special Exceptions**

- Air Strips (private use)
- Bed & Breakfast Inns
- Communications towers
- Marinas
- Museums, historical sites, sightseeing, & similar institutions
- Residential care facilities
- Restaurants (greater than 2,500 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.)
	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.

**Uses:**

### *Permitted Uses*

- Agricultural production, crops and livestock
- Cemeteries: Family & Accessory
- Emergency services
- Farms & ranches, general
- Forestry / Silviculture
- Government buildings (excluding correctional facilities)
- Public & private parks & recreation (indoor & outdoor)
- Roadside Markets
- Roadside Stands
- Single-family detached residential

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

- Home occupations
- Hunting & Fishing Camps
- Schools, Other

### *Special Exceptions*

- Bed & Breakfast Inns
- Commercial Fishing, Hunting & Trapping
- Communications towers
- Conservation subdivisions
- Gun Clubs & Skeet Shooting Ranges
- Museums, historical sites, sightseeing, & similar institutions

**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.)
	10 acres	1 dwelling per 10 acres	600	35	20	50	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.)
	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.

**Uses:**

### *Permitted Uses*

- Agricultural production, crops and livestock
- Agricultural support services
- Animal Services
- Auditorium / Indoor Public Assembly
- Automotive Sales and Rental
- Automobile Services & Repair
- Building Materials & Supply
- Building & special trade contractors
- Cemeteries: Family & Accessory
- Civic, fraternal, professional, & political organizations
- Commercial fishing, hunting, trapping
- Convenience stores
- Day Care Facilities
- Emergency services
- Farms & ranches, general
- Farm supply stores
- Forestry/Silviculture
- Fuel supply services (excluding truck stops)
- Greenhouses & nurseries, commercial
- Government buildings (excluding correctional facilities)
- Health Care Services (excluding hospitals)
- Hotels, Motels, & Inns
- Landscape services
- Libraries
- Lumber & saw mills
- Marinas
- Mixed Use Buildings
- Museums, historical sites, sightseeing, & similar institutions
- Office Uses, general (up to 2,500 square feet)
- Personal Care Services
- Places of worship
- Professional offices
- Public & private parks & recreation (indoor & outdoor)
- Public & private utilities

- Residential care facilities
- Restaurants (less than or equal to 2,500 square feet)
- Retail uses (up to 5,000 square feet excluding alcohol sales)
- Roadside Markets
- Roadside Stands
- Schools, College & University
- Schools, Elementary & Secondary
- Single-family detached residential
- Spectator sports
- Taxidermy & wild game processing
- Telecommunications (excluding towers)

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

- Auction Houses
- Bed & Breakfast Inns
- Conservation subdivisions
- Home occupations
- Hunting & Fishing Camps
- Restaurants (up to 2,500 square feet)
- Schools, Other
- Warehousing & Storage (excluding mini-storage)
- Wholesale trade

***Special Exceptions***

- Air Strips (private use)
- Communications towers
- Gun Clubs & Skeet Shooting Ranges
- Group Homes
- Mining
- Research Facilities
- Restaurants (greater than 2,500 square feet)
- Retail uses (up to 5,000 square feet)
- Salvage yard, Junkyard, & Recycling Operations
- Single-family subdivisions (10 units or less)
- 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 acre (43,560 sf)	1 dwelling per acre	100	35	10	20	--
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	--	

\*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.

**Uses:**

### ***Permitted Uses***

- Agricultural production, crops & horses (excluding all other livestock)
- Emergency services
- Golf courses & country clubs
- Government buildings (excluding correctional facilities)
- Libraries
- Mixed Use Buildings
- Places of worship
- Public & private parks & recreation (indoor & outdoor)
- Roadside Markets
- Roadside Stands
- Schools, elementary & secondary
- Single-family detached residential
- Single-family subdivisions

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

- Cemeteries: Family & Accessory
- Civic, fraternal, professional, & political organizations
- Conservation subdivisions
- Day Care Facilities
- Forestry / Silviculture
- Home occupations
- Residential care facilities
- Rooming & Boarding Houses
- School, Other

### ***Special Exceptions***

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

**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 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 acre depending on availability of utilities	80	35	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.

**Uses:**

### ***Permitted Uses***

- Emergency services
- Golf courses & country clubs
- Places of worship
- Public & private parks & recreation (indoor & outdoor)
- Roadside Stands
- Single-family detached residential
- Single-family subdivisions (10 units or less)

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

- Conservation subdivisions
- Day Care Facilities
- Forestry / Silviculture
- Home occupations
- Schools, Other

### ***Special Exceptions***

- Bed & Breakfast Inns
- Marinas
- Multi-Family residential development
- Single-family subdivisions (more than 10 units)

**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 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 acre depending on availability of utilities	80	35	10	30	65	

\*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 service 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.

**Uses:**

### *Permitted Uses*

- Agricultural production, crops & horses (excluding all other livestock)
- Animal services
- Auditorium/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
- Civic, fraternal, professional, & political organizations
- Convenience stores
- Day care centers
- Emergency services
- Farm supply stores
- Funeral homes & services
- Greenhouses & nurseries, commercial
- Government buildings (excluding correctional facilities)
- Health care services
- Hotels, Motels, & Inns
- Landscape services
- Libraries
- Laundry & dry cleaning services
- Marinas
- Mixed use buildings
- Museums, historical sites, sightseeing, & similar institutions
- Office Uses, general (up to 2,500 square feet)
- Personal care services
- Places of worship
- Professional offices
- Public & private parks & recreation (indoor & outdoor)
- Railroad stations
- Research Facilities
- Residential care facilities
- Restaurants (up to 2,500 square feet)
- Restaurants (greater than 2,500 square feet)

- Retail uses (up to 5,000 square feet, excluding alcohol sales)
- Roadside Markets
- Roadside Stands
- Schools, elementary & secondary
- Single-family detached residential
- Single-family subdivisions (10 units or less)
- Telecommunications (excluding towers)

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

- Agricultural Support Services
- Auction Houses
- Automotive Sales and Rental
- Automobile Services & Repair
- Bed & Breakfast Inns
- Building materials and supply
- Forestry / Silviculture
- Home occupations
- Schools, Other
- Warehousing & Storage (excluding mini-storage)
- Wholesale trade

***Special Exceptions***

- Communications towers
- Fuel Supply Services
- Liquor stores
- Movie theater
- Multi-family residential developments
- 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
- Pawn Shops
- Retail uses (up to 5,000 square feet)
- Taxidermy & Wild game processing
- Warehousing & storage (mini-warehouse)

**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	--
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	--	

\*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.

**Uses:**

### *Permitted Uses*

- Agricultural production, crops & horses (excluding all other livestock)
- Agricultural support services
- Animal services
- Auditorium/Indoor public assembly
- Automobile Services & Repair
- Automotive parking & garages (as a principal use)
- Automotive sales & rental
- Automotive services and gas stations (excluding truck stops)
- Banks
- Bed and Breakfast Inns
- Building and special trade contractors
- Building materials and supply
- Bus & transit terminals & stops
- Cemeteries: Commercial
- Civic, fraternal, professional, & political organizations
- Convenience stores
- Day Care Facilities
- Distribution
- Emergency services
- Farm supply stores
- Fuel supply services
- Funeral homes & services
- Greenhouses & nurseries, commercial
- Golf courses & country clubs
- Government buildings (excluding correctional facilities)
- Health care services
- Hotels, Motels, & Inns
- Landscape services
- Libraries
- Laundry & dry cleaning services
- Manufactured home dealers
- Marinas
- Mixed use buildings
- Motion picture & sound industries
- Movie theater

- Multi-family residential developments
- Museums, historical sites, sightseeing, & similar institutions
- Office uses, general
- Pawn shops
- Personal care services
- Places of worship
- Professional offices
- Public & private parks & recreation (indoor & outdoor)
- Railroad stations
- Research facilities
- Residential care facilities
- Restaurants (up to 2,500 square feet)
- Restaurants (greater than 2,500 square feet)
- Retail uses (up to 5,000 square feet)
- Roadside Markets
- Roadside Stands
- Rooming & boarding houses
- Schools, elementary & secondary
- Schools, college & university
- Single-family detached residential
- Telecommunications (excluding towers)
- Warehousing & storage (excluding mini-storage)
- Wholesale trade

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

- Auction Houses
- Conservation subdivisions
- Home occupations
- Light Manufacturing
- Schools, Other
- Spectator sports
- Taxidermy & Wild game processing

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

- Air strips (private use)
- Air strips & Airports
- Communications towers
- Gun Clubs & Skeet Shooting Ranges
- Liquor stores
- Mini-storage
- 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 (5,000-50,000 square feet)
- Retail uses (greater than 50,000 square feet)
- Warehousing & storage (mini-warehouse)

**3.10.3 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.)
	1/6 acre (7,260 sf)	6 dwellings per acre	70	25	5	10	--
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 (10,890 sf)	70	30	5	10	--	

\*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.

**Uses:**

### *Permitted Uses*

- Agricultural production, crops & horses (excluding all other livestock)
- Agricultural support services
- Animal Services
- Automobile Services & Repair
- Automotive parking & garages (as a principal use)
- Automotive services & gas stations (excluding truck stops)
- Building and special trade contractors
- Building materials and supply
- Bus & transit terminals & stops
- Cemeteries: Commercial
- Distribution
- Emergency services
- Greenhouses & Nurseries, commercial
- Government buildings
- Manufactured home dealers
- Marinas
- Mini-warehouses
- Professional offices
- Public & private parks & recreation (indoor & outdoor)
- Public & private utilities
- Railroad stations
- Research facilities
- Roadside Stands
- Schools, College & University
- Schools, Elementary & Secondary
- Spectator Sports
- Telecommunications (excluding towers)
- Warehousing & storage
- Wholesale trade

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

- Forestry / Silviculture
- Manufacturing, heavy
- Manufacturing, light
- Motion picture & sound industries
- Restaurants
- Schools, Other

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

- Air Strips (private use)
- Air Strips & Airports
- Communications towers
- Correctional facilities
- Crematories
- Fuel supply services (excluding gas stations)
- Lumber and Saw Mills
- Places of worship
- Restaurants
- Salvage yard, junkyard, & recycling operations
- Solid waste landfill (excluding hazardous waste)
- Spectator sports

**Dimensional Requirements\***

ID District	Minimum District Size		Minimum District Buffer			Max. Height
		10 Acres		50 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	--

\*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 (1,300) 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 circumstance 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**

### **Standards:**

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, and 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 or 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 seminude 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 selling 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 re-treading, 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 where meals may be included or available. There is no restaurant, but a dining room may be used by overnight guests only. 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:** 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-Upon 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: Wooded 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 South 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 Oconee 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 and 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 and easement, only permission to the land for a specific purpose.

**Elevated building:** means, for floodplain management purposes, a non-basement 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 gratuitous 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, porticos, 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 comparable 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, sealed 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 when 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.

**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.

**Roadside Stand:** typically a seasonally temporary stand less than 200 square feet used to sell farm and garden products, hand crafts, and other homemade items; or those locations used for educational, religious, or recreational fundraisers; or those locations used for the conveyance of public information. Stands must be authorized by the property owner and the appropriate right-of-way entity such as SCDOT, Oconee County, etc. Unsafe or abandoned structures, or any structure that presents a health or safety threat to the public, shall not be considered a legitimate Roadside Stand.

**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.

**Setback:** 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.

**Single-family Detached Residential:** a parcel or lot containing a detached dwelling unit; includes homes and manufactured homes.

**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 a 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.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

1 <sup>st</sup> Reading:	September 18, 2007
Public Hearing:	April 15, 2008
2 <sup>nd</sup> Reading:	September 23, 2008
Public Hearing:	October 21, 2008
3 <sup>rd</sup> Reading:	November 6, 2008

# 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, guys, 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, trademark, 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 only 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 2 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 (ANLA) 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**

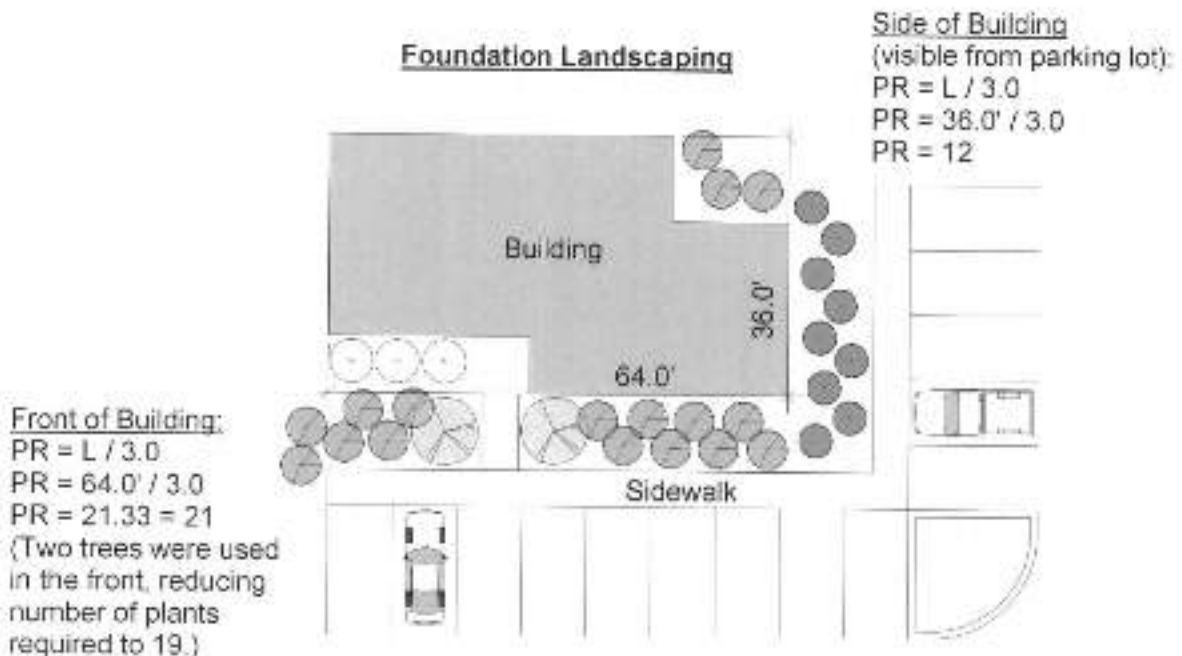
Landscaping shall be provided around the foundation of structures visible from any parking area. Plant material, as defined in this ordinance, shall be located in a planting area adjacent to the building in the following quantities:

$PR = L / 3.0$  where:

PR = number of plants required

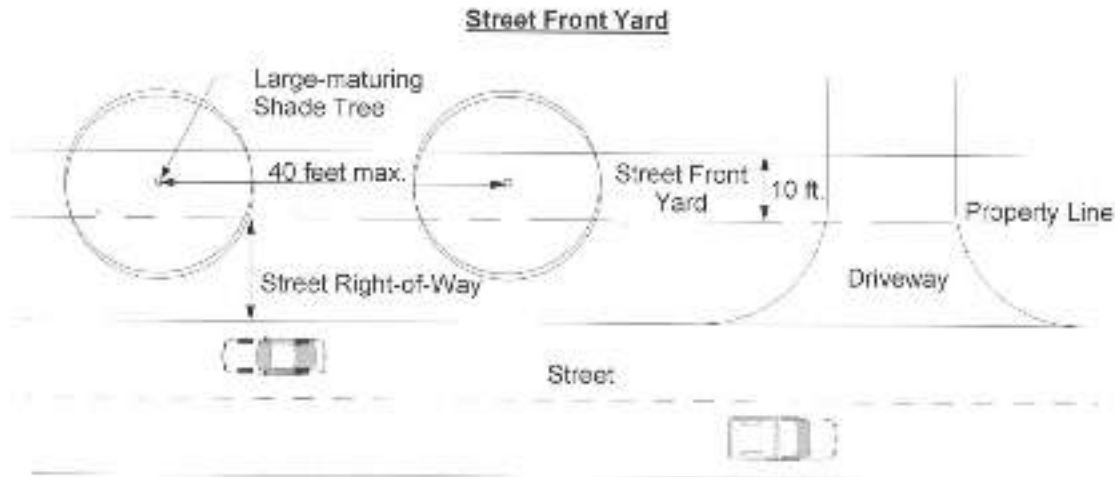
L = building length, in feet, visible from any parking area

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



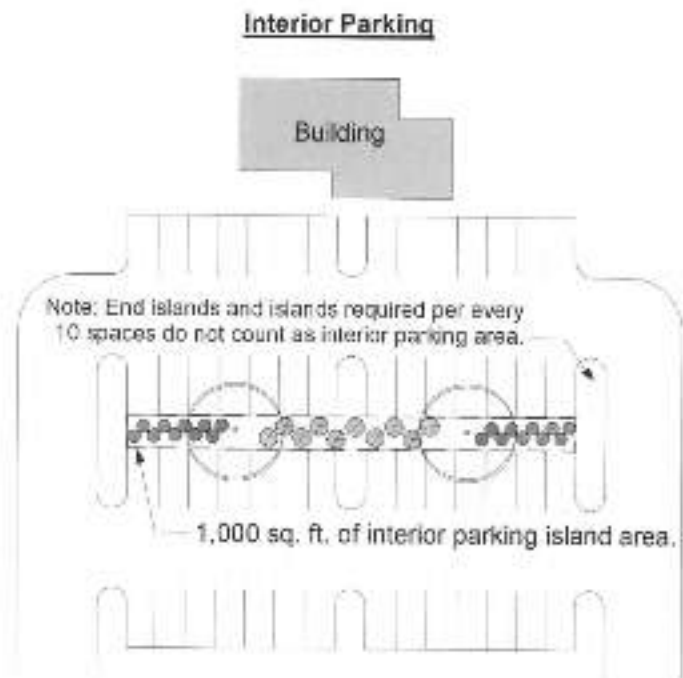
### G. Street Front Yard

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.



### 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.



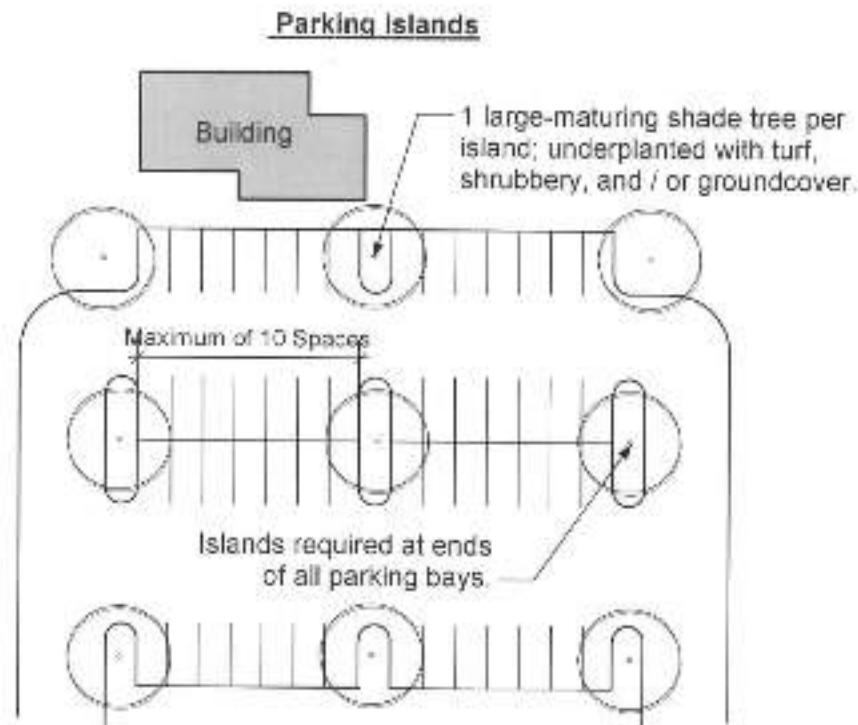
If Parking Lot area equals or exceeds 10,000 sq. ft.:  
 $10,000 \text{ sq. ft.} \times 10\% = 1,000 \text{ sq. ft. of interior islands}$   
To calculate required plantings within the interior islands:  
 $1,000 \text{ sq. ft.} / 500 \text{ sq. ft.} = 2.0$   
(1) large-maturing shade tree per 500 sq.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

**I. 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**

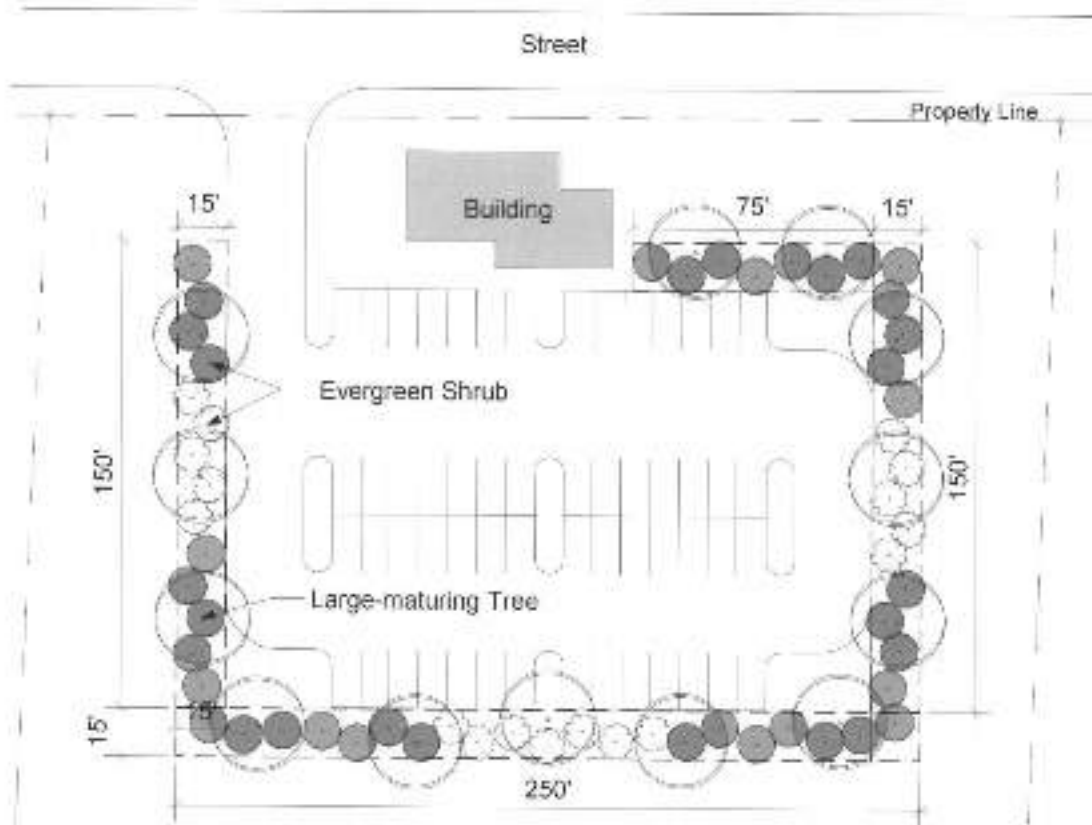
A planted parking island shall be provided for every ten (10) parking spaces in a continuous row. Planting islands are also required at the beginning and end of all parking bays. Refer to the *Parking Standards* section for parking island design standards. Planter islands shall contain at least one (1) large maturing shade tree, having a minimum clean 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.

### Parking Perimeter Buffer



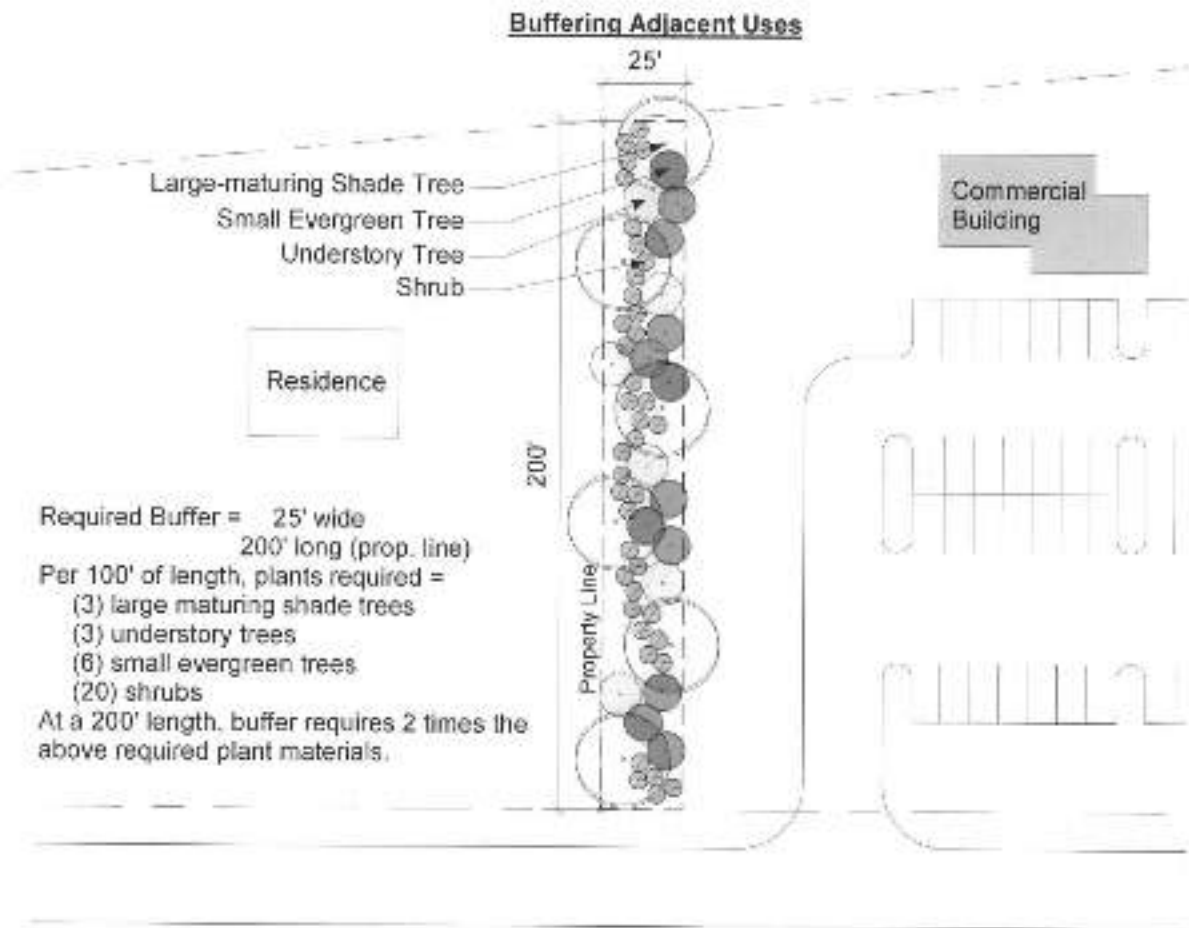
- \* Buffer must be 15' in width.
- \* 1 large-maturing tree required for every 50 linear feet of buffer.
- \* Evergreen shrubs as required to create a screen with a min. mature height of 4'.
  - 150' buffer / 50' = 3 large-maturing trees
  - 250' buffer / 50' = 5 large-maturing trees
  - 75' buffer / 50' = 1.5 = 2 large-maturing trees

#### **I. Buffering Adjacent Uses**

In the event that non-residential development borders residential areas or industrial development bordering non-industrial development, a twenty-five (25) feet 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**

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 6th DAY OF NOVEMBER, 2008

George Starnes, Chair  
Oconee County Council

Attest:

Elizabeth C. Hays, Clerk  
Oconee County Council

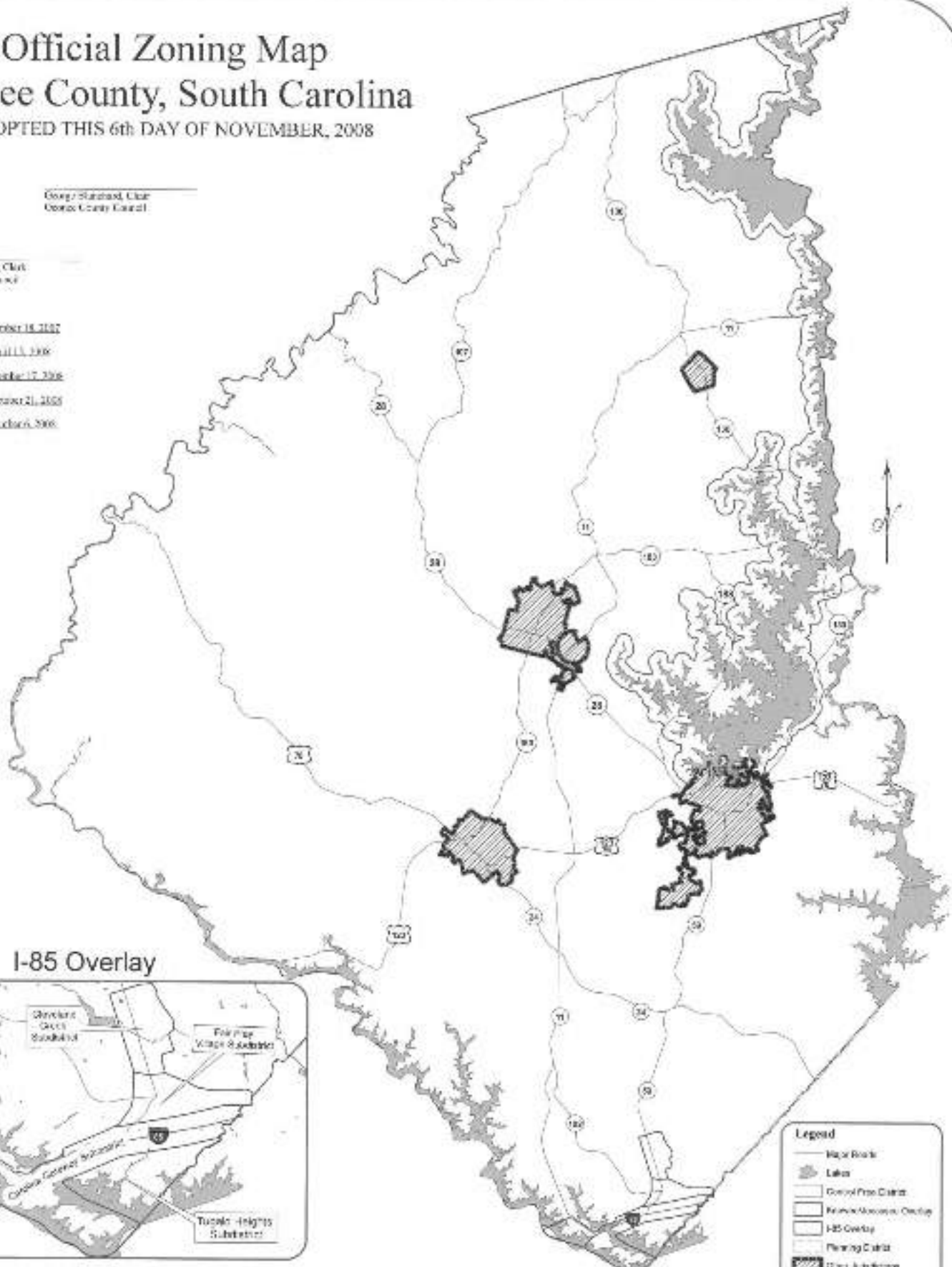
1st Reading: September 18, 2007

Public Hearing: April 11, 2008

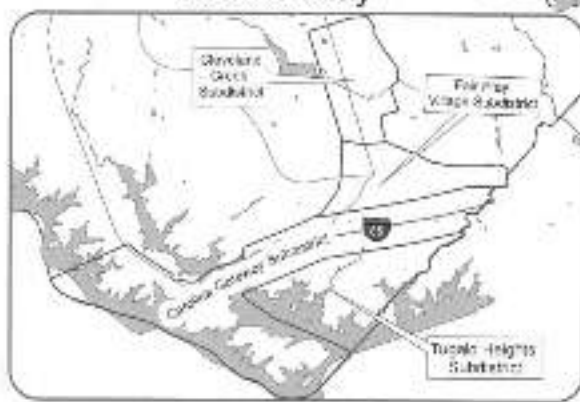
2nd Reading: September 17, 2008

Public Hearing: October 21, 2008

3rd Reading: November 6, 2008



### I-85 Overlay



Legend	
	Major Road
	Lakes
	General-Purpose District
	Residential Medium-Density
	I-85 Overlay
	Planning District
	Other Jurisdictions
	State/County

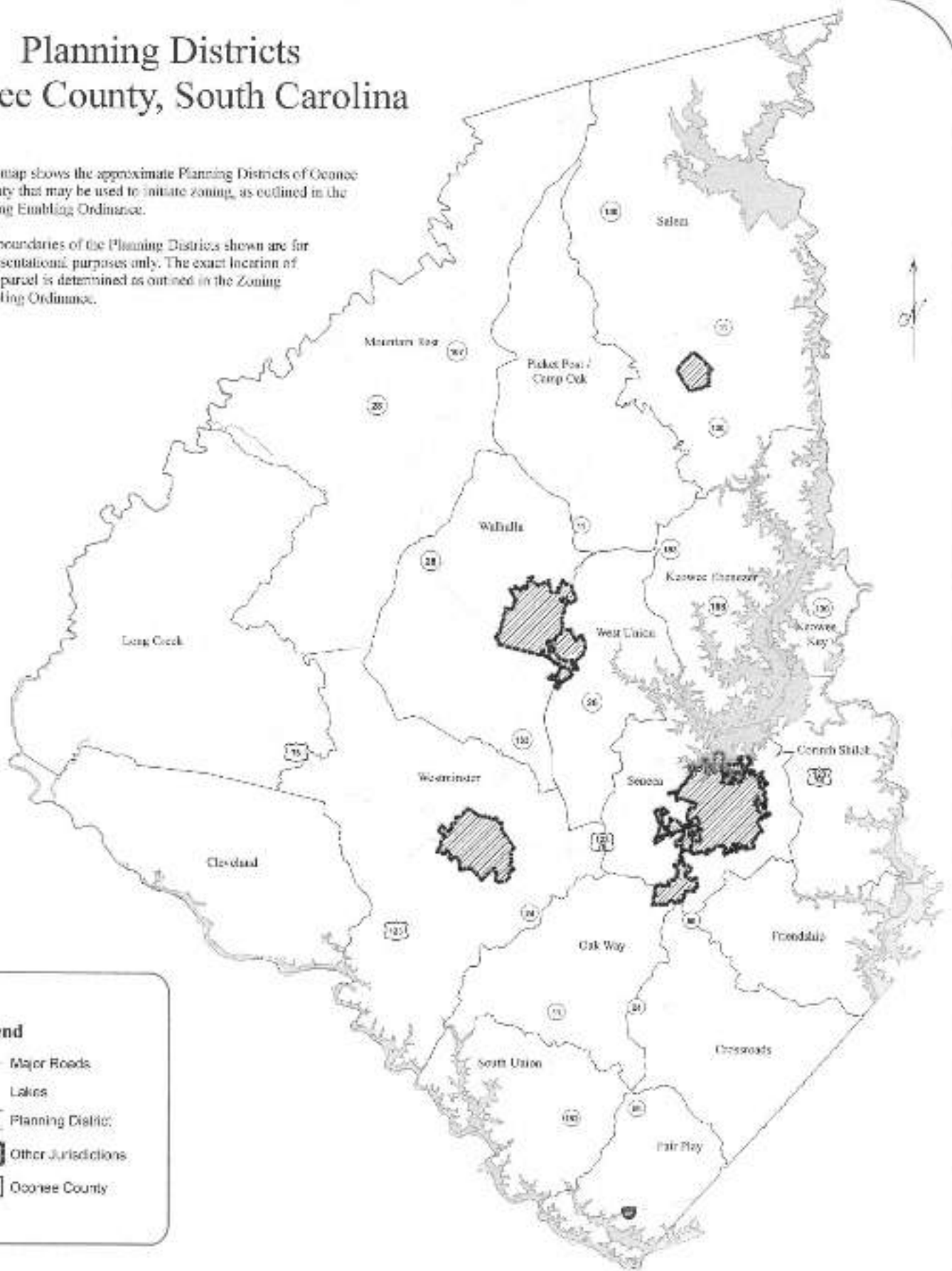
For more information on Planning Districts, please see the attached Planning District Map. Planning District Boundaries are agreements with individual parcels being determined as outlined in this ordinance.



# Planning Districts Oconee County, South Carolina

This map shows the approximate Planning Districts of Oconee County that may be used to initiate zoning, as outlined in the Zoning Enabling Ordinance.

The boundaries of the Planning Districts shown are for representational purposes only. The exact location of each parcel is determined as outlined in the Zoning Enabling Ordinance.



## Legend

- Major Roads
- Lakes
- Planning District
- Other Jurisdictions
- Oconee County







## Welcome to Oconee County, South Carolina



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### Oconee's Mission

*To provide quality service to our citizens and to protect our heritage and environment for the future by planning for the best utilization of our resources.*

### Zoning Enabling Ordinance #2007-18

All public comments, both written and oral, along with the recommendations of the Planning Commission were reviewed carefully in preparing this ordinance.

### Property Information, Maps & GIS Downloads

#### Normal office hours are

**Mon. – Fri.**

**8:30 AM to 5:00 PM**

#### List of Holidays Observed

### Oconee News Briefs

**The Oconee Observer**  
[Current News Letter](#)

**Tax Payments Online**  
 Currently Not Yet Available

### Jobs at Oconee County



**Draft Economic Development Commission Strategic Plan**

**Oconee County Small Business Start-Up Information**

**Oconee County Resident Survey on Tourism**

**2007 - 2008 Budget**  
**2006 - 2007 Budget**

### Convenience Centers Schedule

Hours of operation 7:00 a.m. to 7:00 p.m. Mon - Sat. **Closed** Wed. and Sun.

### Roads & Bridges

Department office hours are 8:00 - 4:00 Monday through Friday  
 (864) 886-1072 - Office  
 (864) 886-1071 - Fax

**Council Meetings** are held 1st & 3rd Tuesday of each month at 7 p.m. and 6 p.m. respectively.



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### Oconee's Mission

*To provide quality service to our citizens and to protect our heritage and environment for the future by planning for the best utilization of our resources.*



## Oconee County

### Pending Ordinances & Resolutions

#### **2007 Ordinances:**

##### **2007-18 - Zoning Enabling Ordinance**

All public comments, both written and oral, along with the recommendations of the Planning Commission were reviewed carefully in preparing this ordinance

[Zoning Ordinance Map](#) [to accompany Ord #2007-18]

[Proposed Planning District Map](#) [to accompany Ord #2007-18]

#### **2008 Ordinances:**

**2008-19 - Road Standard Ordinance for Unincorporated Areas of Oconee County & Repeal all other road related Ordinances & Resolutions** [in title only]

**2008-20 - Amend Land Development & Subdivision Regulations [Chapter 6] of the Oconee County Unified Performance Standards Ordinance [Repeal 02-05, 06-07 & 06-20]**

#### **2008 Resolutions:**

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AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 6, 2008  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

**AN ORDINANCE TO CREATE ROAD STANDARDS FOR THE UNINCORPORATED AREAS OF OCONEE COUNTY AND REPEAL ALL OTHER ROAD RELATED ORDINANCES AND RESOLUTIONS.**

**BACKGROUND OR HISTORY:**

Oconee County has in the past adopted standards regulating various aspects of construction and maintenance activities on public roads; and standards related to road construction may be found in a number of Oconee County ordinances, regulations, and resolutions, potentially confusing those individuals needing to determine specific requirements for roads in Oconee County.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Transportation Committee of County Council has discussed revisions to the Road Standards and Subdivision Regulations for some time. The Committee has worked with staff to publish adopted regulations in a logical, consistent format, enabling the public to easily access and understand all standards applicable to roads.

**STAFF RECOMMENDATION:**

Approve for First Reading in Title Only.

**FINANCIAL IMPACT:**

Not Applicable.

**ATTACHMENTS**

None.

Submitted or Prepared By:  
D. Mack Kelly, Jr.  
PE, PLS, CFM  
County Engineer

Approved for Submittal to Council:



Dale Surratt, County Administrator

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

**Reviewed By/ Initials:**

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

\_\_\_\_\_  
Finance

C: Clerk to Council

State of South Carolina  
County of Oconee County  
**ORDINANCE 2008-19**

**"AN ORDINANCE TO CREATE ROAD STANDARDS FOR THE UNINCORPORATED AREAS OF OCONEE COUNTY AND REPEAL ALL OTHER ROAD RELATED ORDINANCES AND RESOLUTIONS"**

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 06, 2008**  
**COUNCIL MEETING TIME: 7 pm**

**ITEM TITLE OR DESCRIPTION:**

Draft Amendments to the Subdivision Regulations Chapter of the Unified Performance Standards Ordinance

**BACKGROUND OR HISTORY:**

The Planning Commission referred recommendations for private road standards to County Council in 2005. The draft regulations were reviewed by the Council Roads Committee, which referred them back to the Planning Commission with instructions to expand the review to all road provisions. This led the Commission to undertake a complete review of the entire Subdivision Regulations Chapter. In November of 2006, the Commission forwarded its first recommended changes to Council- a number of amendments to the Roads Standards section. The Council Roads Committee reviewed the changes, and recommended County Council delay adoption of the revisions until the rest of the Commission review was complete. The Commission completed its review in 2007 and voted unanimously to forward the attached draft to Council for consideration. The draft changes related to roads were sent to the Roads (Transportation) Committee, and the draft changes to the subdivision design standards were sent to the Planning and Economic Development Committee. In the course of discussions at the Council Committee meetings, staff came to feel that all road standards should be removed from the ordinance and be put into a separate road standards ordinance. The attached draft was presented to the Planning and Economic Development Committee on October 20, 2008, who recommended it for consideration to County Council.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This is the first comprehensive review of the Subdivision Regulations Chapter since being adopted in 2002.

**STAFF RECOMMENDATION:**

Adopt on First Reading.

**FINANCIAL IMPACT:**

No significant impact anticipated; although some increase in staff workload may occur due to additional inspections performed by the Road Department and Planning.


**ATTACHMENTS:**

Copy of Subdivision Regulations Chapter containing recommended changes.

**Submitted or Prepared by:**  
Art Holbrooks

\_\_\_\_\_  
(Department Head/Elected Official)

**Approved By:**

  
\_\_\_\_\_  
Dale Surratt,  
Oconee County Administrator

**Reviewed By/ Initials:**

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

\_\_\_\_\_ Finance

\_\_\_\_\_ Other

C: Clerk to Council

State of South Carolina  
County of Oconee County  
**ORDINANCE 2008-20**

**“AN ORDINANCE TO AMEND THE LAND DEVELOPMENT AND SUBDIVISION REGULATIONS CHAPTER OF THE OCONEE COUNTY UNIFIED PERFORMANCE STANDARDS ORDINANCE [CHAPTER 6], REPEALING ORDINANCE 2002-05 [Passed May 7, 2002], ORDINANCE 2006-07 [Passed May 1, 2006], AND ORDINANCE 2006-20 [Passed August 15, 2006].”**

**WHEREAS**, Oconee County adopted the Unified Performance Standards Ordinance, Ordinance 99-14, to establish various standards on various land uses within the unincorporated areas of the county; and

**WHEREAS**, County Council must from time to time review and amend said standards to account for changes resulting from growth and development, as well as to better manage anticipated changes and avoid imposing negative impacts on the citizens of Oconee County; and

**WHEREAS**, the Land Development and Subdivision Chapter of the Unified Performance Standards Ordinance contains regulations governing road design as well as subdivision standards; and

**WHEREAS**, other Oconee County ordinances govern various aspects of road design in addition to the Land Development and Subdivision Chapter of the Unified Performance Standards Ordinance, potentially confusing those individuals needing to determine specific requirements for roads in Oconee County; and

**WHEREAS**, County Council desires to publish adopted regulations in a logical, consistent format, enabling the public to easily access and understand all standards applicable to their needs;

**NOW, THEREFORE, be it ordained by the Oconee County Council that Chapter 6 of the Unified Performance Standards Ordinance (#02-05, #06-07 & #06-20) shall be amended so as to repeal the existing wording in its entirety, and replaced by the following:**



## **CHAPTER 6, ARTICLE 1: General Provisions**

### ***Section 1.1 Short Title***

This ordinance shall be known and cited as the "Oconee County Land Development and Subdivision Regulations Ordinance."

### ***Section 1.2 Authority***

These land development and subdivision regulations are adopted under authority granted by Title VI, Chapter 29 (6-29-1120) et. seq., of the Code of Laws of South Carolina, 1976.

### ***Section 1.3 Jurisdiction***

These regulations shall apply to the development and subdivision of land within the unincorporated areas of Oconee County as now or hereafter established and any incorporated municipality which contracts with the Oconee County Council for these regulations to be administered within such municipality. Regulations contained within this ordinance that apply to the construction and maintenance of roads shall apply to all roads and drainage structures, whether public or private, constructed within any unincorporated area of Oconee County and municipalities contracted with the Oconee County Council for administration of these regulations. Regulations contained within this Ordinance that apply to the construction and maintenance of roads, appurtenances or drainage structures shall apply to all public and private roads, drives and driveways in the unincorporated areas of Oconee County; also included shall be all municipalities contracted with the Oconee County Council to administer these regulations. These regulations shall not apply to those roads completed, under construction, or approved (accepted) by Oconee County prior to adoption of this Ordinance by County Council. In the event that a regulation in this ordinance conflicts with any other county regulation, the more stringent standard shall apply.

### ***Section 1.4 Purpose***

The purpose of this ordinance is to protect and promote the public health, safety and general welfare of the citizens of Oconee County, South Carolina, providing for the harmonious, progressive, and orderly development of land. These regulations are established for the following specific purposes, among others, as provided for in the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (Section 6-29-1120 of the Code of Laws of South Carolina, 1976, et seq.):

- (1) to encourage the development of an economically sound and stable county;
- (2) to assure the timely provision of required streets, utilities, and other facilities and services to new land developments;

- (3) to assure the adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, in and through new land developments;
- (4) to assure the provision of needed public open spaces and building sites in new land developments through the dedication or reservation of land for recreational, educational, transportation, and other public purposes; and
- (5) to assure, in general, the wise and timely development of new areas, and redevelopment of previously developed areas in harmony with the County's Comprehensive plan.

## CHAPTER 6, ARTICLE 2

## DEFINITIONS

When used in the Ordinance, the following words and terms shall have the meaning indicated. Words and terms not herein defined shall have their customary dictionary definitions. The term "shall" is mandatory. When not inconsistent with the content, words used in the singular number include the plural and those used in the plural number include the singular.

- (1) Apartment Complex – A building or portion thereof, other than a hotel, divided into more than two dwelling units which are arranged in such a manner as to be used for lodging by separate households.
- (2) Applicant – The developer or agent of the developer who applies for a subdivision review and is designated as the primary contact for said subdivision.
- (3) Average Daily Traffic – The number of trips made by vehicles that will be utilizing a road, intersection or other reference point in a twenty four (24) hour period.
- (4) Block – A parcel of land entirely surrounded by roads or highways, railroad right-of-ways, waterway, or combination thereof.
- (5) Building Footprint – The area included within surrounding exterior walls, or exterior walls and fire walls, exclusive of courts.
- (6) Building Line – A line beyond which no part of the structure of any building shall project, with the exception of subsurface projection of footings, measured perpendicular to the property line. This includes, but is not limited to, the building, caves, porches, decks, chimneys, bay windows, and fire escapes.
- (7) Building Permit – A document or certificate issued by Oconee County authorizing construction, enlargement, alteration, moving of, or demolition of a building or structure, or the placement of a mobile home (manufactured housing).
- (8) Cleared or Grubbed Areas – The area within the road right-of-way that is cleared of vegetation.
- (9) Comprehensive Plan - Any legally adopted part or element of the Comprehensive Plan of Oconee County, South Carolina. This plan may include, but is not limited to the Community Facilities, Population, Economic Development, Land Use, Natural Resources, and Housing elements.
- (10) Condominium Complex – A building or group of buildings containing dwelling units in which are individually owned. The structure, common areas, and other facilities are owned by the developer and/or the owners of the individual units on a proportional or individual basis.

- (11) Crosswalk – An area with a width of ten (10) or more feet dedicated for public use, and intended for pedestrian access to adjacent land area.
- (12) Cul-de-sac – A local road (minor) with one end open to traffic and the other end terminated with a planned vehicular turnaround.
- (13) Density – The number of dwelling units or lots per acre of land developed or used for residential purposes.
  - (A) Low Density – 2 or less dwelling units per acre
  - (B) Medium Density – From 2.1 to 6.0 dwelling units per acre
  - (C) High Density – Over 6 dwelling units per acre

Note: High density lots with less than 150 ft. frontage will necessitate special access considerations by the county.

- (13) Developer – An individual, partnership or corporation (or agent therefore) that undertakes the activities covered by these regulations.
- (13a) Development - Any man-made change to improved or unimproved real estate including, but not limited to: new homes, building structures, dredging, filling, grading, paving, or excavation operations.
- (14) DHEC – The South Carolina Department of Health and Environmental Control.
- (15) Dwelling – A building or portion of a building arranged and/or designed to provide living quarters for one or more families where each dwelling is provided with separate kitchen and bathroom facilities.
  - (A) Single Family Dwelling – A detached dwelling designed for or occupied exclusively by one family on a single lot.
  - (B) Duplex – A building arranged or designed to be occupied by two (2) families living independently of each other on a single lot.
  - (C) Group Dwelling – A group of two or more principal structures built on a single lot, parcel or tract of land and designed for occupancy by separate families.
  - (D) Multiple Family Dwelling – A building or series of buildings on the same lot used or designed as a dwelling place for three (3) or more families living independently of each other, with the number of families in residence not exceeding the number of dwelling units provided.
- (16) Dwelling Unit – One or more rooms connected together and constituting a separate, independent housekeeping establishment, with provisions for cooking, eating and sleeping, and physically set apart from any other rooms or dwelling units in the same structure.
- (17) Easement – A grant of one or more specific property rights by the property owner permitting a specific use or uses to the public, a corporation, or another person or entity. No land is dedicated to the party receiving an easement; only permission to the land for a specific purpose.
- (18) Easement, Private Roadway – an easement that grants access for all utility and roadway construction and maintenance.
- (19) Flood – A temporary overflowing of water onto land that is usually devoid of surface water.

- (20) Flood Plain – Land areas adjoining a river, stream or water course which are subject to a one percent or greater chance of flooding in any given year. These areas are specifically established by the Federal Emergency Management Agency, according to the Flood Insurance Study for Oconee County.
- (21) Full Pond Level – Full pond level is 660 feet above mean sea level on Lake Hartwell, 800 feet above mean sea level on Lake Keowee, and 1110 feet above mean sea level on Lake Jocassee.
- (22) Half Road – A road located so that a cross-section of its width lies on more than one parcel.
- (23) Lake – A considerable inland body of standing water.
- (24) Land Development – The changing of land characteristics through redevelopment, construction, subdivision into parcels, condominium complexes, apartment complexes, commercial parks, shopping centers, industrial parks, mobile home parks, and similar developments for sale, lease, or any combination of owner and rental characteristics.
- (25) Lot – A single parcel or tract of contiguous land intended as a unit for transfer of ownership, or for building development, or both.
- (A) Lot Area – The total gross area of the lot including easements.
- (B) Corner Lot – A lot with frontage on at least two intersecting roads located at the point of intersection.
- (C) Lot Depth – The mean horizontal distance between the front and rear lot lines.
- (D) Double Frontage Lot – A parcel having frontage on two (2) or more roads which is not located at any intersection of such roads.
- (E) Lot Width – The horizontal distance between the side lot lines at the building setback line measured parallel with the front lot line or in the case of a curvilinear road measured parallel to the chord of the arc between the intersection of the side lot lines and the road right-of-way line.
- (26) Minor Subdivision – A minor subdivision is any subdivision of a parcel that is reviewed by the county that:
- (A) Results in a total of no more than ten (10) lots, and
- (B) May or may not involve the construction of a private drive, private road, or public road.
- (27) Mobile Home (Manufactured Housing Unit) – A detached, single family dwelling designed for long-term occupancy, designed to be transported on its own axle and wheels, arriving at the site in sections or a complete dwelling unit, usually including major appliances and furniture, and ready for occupancy. Removal of wheels and placement of a foundation does not change the mobile home classification. A travel trailer is not a mobile home.
- (28) 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.
- (29) Natural Vegetative Buffer – Plants, trees, and vegetation that normally survive in Oconee County without the need of fertilizers, herbicides, or pesticides.



- (30) Oconee County Road – Any paved road, gravel road, dirt road or bridge that is owned and/or regularly maintained by Oconee County and considered part of the County road system.
- (31) Open Space Site – A tract of land provided in residential subdivisions to meet the local recreational needs and desires of residents. Such tracts may include play areas, parks, natural woods, open fields and meadows and areas of scenic beauty.
- (32) Owner's Engineer – An engineer registered and in good standing with the S.C. Board of Registration for Professional Engineers and Land Surveyors who is the agent of the owner of the land proposed to be subdivided, or which is in the process of being subdivided.
- (33) Owner's Land Surveyor – A land surveyor registered and in good standing with the S.C. Board of Registration for Professional Engineers and Land Surveyors who is the agent of the owner of the land proposed to be subdivided, or which is in the process of being subdivided.
- (34) Parking, Off-Street – An area adequate for parking an automobile with room for safely opening doors on both sides, together with properly related access to a public road arranged so that no maneuvering incidental to parking shall occur on any road.
- (35) Perennial Stream – Any creek, river, or other water course that has flowing water year-round.
- (36) Person – Any individual, corporation, company, partnership, organization, utility and/or municipality.
- (37) Planning Commission – The Oconee County Planning Commission and planning staff specifically authorized to carry out certain functions on its behalf.
- (38) Plat – A map or drawing which is an accurate graphical representation of a subdivider's plan for a subdivision.
- (A) Sketch plan – A simple sketch of a proposed subdivision layout showing roads and other principal features. The sketch plan is preparatory to the preliminary and final plats and may enable the subdivider to save time and expense in reaching general agreement as to the form of the plat and the objectives of these regulations.
- (B) Preliminary plan (plat) – A drawing which shows the proposed layout of a subdivision in sufficient detail to indicate its working ability in all aspects.
- (C) Final plat (plan) – A drawing which shows the 'as built' layout of all road construction, public utilities, public facilities, and lots to be sold.
- (39) Potable Water – Water used or treated by a water company or utility to be sold for human consumption.
- (40) Private Driveway – A driveway that provides vehicular access and road frontage to not more than three (3) single family residences.
- (41) Private Drive – A privately owned and maintained right-of-way or an easement that specifically grants the right for utilities and all road work, that provides vehicular access and road frontage to not less than 4 and not more than ten (10) single family residential lots.

- (42) Private Road – A privately-owned and maintained right-of-way that contains a roadway constructed in accordance with these regulations and provides vehicular access and road frontage to more than ten (10) single-family residential lots.
- (43) Public Road – 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.
- (A) Arterial Road – A major road with access control, channelized intersections, restricted parking, and that collects and distributes traffic to and from minor arterials and from collector streets.
- (B) Collector Road – A road that typically exceeds 800 ADT's and has the primary purpose of intersecting traffic from intersecting local road and handling movements to the nearest arterial road. A secondary function is to provide direct access to abutting properties. A road that connects local access roads to the highway systems major and high-speed arterial roads. The collector road provides both land access service and traffic service within residential subdivisions.
- (C) Local Road (major) – A road in which the road typical number of average daily traffic (ADT) ranges from 401 to 800 and contains two or more access points. The primary purpose is to provide access to abutting properties and receiving traffic from minor local roads.
- (D) Local Road (minor) – A road in which the typical number of average daily traffic (ADT) ranges from 0 to 400 and has the primary purpose of providing access to abutting properties. This road normally terminates in a cul-de-sac, loop or other turnaround, with no more than two access points.
- Note: Local roads are separate from other types because they generally carry significant volumes of foot and bicycle traffic and are used by children. Therefore, traffic volumes must remain relatively low in order to provide the necessary safety for residential neighborhoods.

- (44) Road Right-of-Way Width – An easement within which utility installation, utility maintenance, road way construction, and roadway maintenance shall occur according to the standards put forth in these regulations.

The following are the required road right-of-ways and minimum road widths allowable:

Arterial Roads:

Right-of-way 66 to 120 feet (as determined by the county engineer)  
Road widths 28 feet (as determined by the county engineer)

Collector roads:

Right-of-way 66 feet  
Road widths 24 feet

Major local and/or service roads:

Right-of-way 50 feet (with eight foot drainage easement)  
Road widths 22 feet

Minor local and/or service roads:

Right-of-way 50 feet (with eight foot drainage easement)

Road widths 20 feet

The above widths are driving surface widths and exclude widths added by curb and gutter and/or asphalt valleys.

- (45) Sanitary Sewer – A constructed conduit connected with or as a sewer system for the carrying of liquids and solids other than storm waters to a sanitary treatment facility.
- (46) Setback Line – The line indicating the minimum distance permitted between the road right-of-way line and the building line.
- (47) Sketch Plan – See Plat (plan).
- (48) Storm Sewer – A constructed conduit connected with or as a storm sewer system for the carrying of storm waters to a water source.
- (49) Stream – A flow of water in a channel or bed, such as a brook, creek or river.
- (50) Street – See Public Road
- (51) Subdivider – Any person, firm, corporation owner, agent, developer, or other legal entity who directly or indirectly attempts to subdivide land within the jurisdiction of this ordinance. See also “Developer”.
- (52) Subdivision – All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose (whether immediate or future) of sale, lease, or building development; including all division of land involving a new roadway or an alteration in an existing roadway. Also instances in which the further division, relocation of lot lines, or the rearrangement (including combinations of lots) of any lot or lots within a subdivision previously approved or recorded according to law. The alteration of any roadways or the establishment of any new roads within any subdivision previously approved or recorded according to law. A subdivision can include townhouses, condominium complexes, apartment complexes and multi-family housing.

The following exceptions are included within this definition only for the purpose of requiring that the local planning agency be informed and have a record of the subdivision:

- (A) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of the County;
- (B) The division of land into parcels of five acres or more where no new street is involved and plats of these exceptions must be received as information by the County Planning Commission which shall indicate that fact on the plats; and
- (C) The combination or recombination of entire lots of record where no new street or change in existing streets is involved.



- (53) Terrain Classifications – Classification of terrain by grade ranges as follows:  
Level – Grade range of 0% to 8%  
Rolling – Grade range of 8.1 to 15%  
Hilly – Grade range of over 15%
- (54) Townhouse – A building or group of buildings containing a dwelling unit or units constructed in a series or group of attached units with property lines separating such units.
- (55) Traditional Septic Systems – A waste disposal system designed for the treatment and disposal of domestic sewage by means of an onsite septic tank and soil absorption system utilizing a traditional drain field. All such stems are subject to the review and approval of the South Carolina Department of Health and Environmental Control.
- (56) Transfer or Sale of Lots – Any means by which the ownership of a property changes hands; including, but not limited to, the purchase of trade of a property subject to a mortgage, the assumption of a mortgage debt by the property purchaser, and any exchange of possession of the property under a land sales contract or any other land trust device.
- (57) Utilities – Utilities shall consist of any and all utility services to a subdivision, including water, sewer, storm sewer, electricity, telephone, cable television, gas, and sanitary sewerage, whether such utilities are supplied by a private individual, private company, authority, or a governmental entity.
- (58) View Lane – The portion of a natural buffer utilized and maintained by the property owner to enhance observation of the lake and surrounding landscapes. Typically, the vegetation in the view lane is lower in height and/or smaller in diameter than that found in the rest of the buffer.
- (59) Watercourse – Any natural or artificial stream, river, creek, ditch, channel, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows in a definite direction or course, either continuously or intermittently, and has a definite channel, bed, and banks and includes any area adjacent thereto subject to inundation by reason of overflow or floodwater.
- (60) Yard – A space on the same lot with a principal building open, unoccupied, and unobstructed by buildings or structures from ground to sky except where encroachments and accessory buildings and structures are expressly permitted.
- (A) Front Yard – A yard situated between the front building line and the front lot line extending the full width of the lot.
- (B) Rear Yard – A yard situated between the rear building line and the rear lot line extending the full width of the lot.
- (C) Side Yard – A yard between the side building line and a side lot line that extends from the front yard to the rear yard.

## **CHAPTER 6, ARTICLE 3      REQUIREMENTS AND STANDARDS**

### ***Section 3.1      Unapproved Plat Prohibition***

No plat of the subdivision of any land within the unincorporated areas of Oconee County as now or hereafter established, and any incorporated municipality which contracts with the Oconee County Council for these regulations to be administered within such municipality, shall be filed with or recorded by the Oconee County Registry of Deeds until such plat shall have been submitted to and approved by the Oconee County Planning Commission, Planning Director, or designee according to the procedures set forth in the Ordinance. No road or other way or land shall be accepted or maintained, nor shall any water line, sewerage, road lighting or similar improvements extended or connected, nor shall any permit be issued by any department of the County for any or other improvements in any subdivision established hereafter which has not been approved by the Oconee County Planning Department and met such requirements as prescribed by Oconee County Council

### ***Section 3.1      Survey Standards***

Plats shall be prepared and survey data entered thereon in accordance with the most recent adopted version of the "Minimum Standards Manual of the Practice of Surveying in South Carolina" established by the SC Board of Registration for Professional Engineers and Land Surveyors provided that all elevations information shall refer to Mean Sea Level Datum or other establish datum (a minimum of z assumed elevation bench mark). Accuracy of plats and attendant data shall be no less that that required in said manual for Class B Suburban Land Surveys.

### ***Section 3.2      Subdivision Name***

The proposed name of the subdivision shall not duplicate, or too closely approximate phonetically, the name of any other subdivision in the area covered by these regulations. The Planning Commission shall have final approval authority for the name of the subdivision.

### ***Section 3.3      Utilities***

When utilizing a road right-of-way, all utility lines shall be buried at a depth of at least thirty six (36) inches. Such lines shall be located a minimum of two feet, outside the portion of the road to be surfaced to prevent having to cut into the paved surface or reconstruct drainage structures to serve abutting properties. In order to prevent future road cuts, utility stub-outs shall be added to all utility lines extending beyond the roadway to each property line.

### ***Section 3.4 Road Signs***

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

### ***Section 3.5 Family Transfers***

Subdivision of parcels that results from the conveyance of parcels deeded by parents to children, children to parent, sibling to sibling, grandparents to grandchildren or grandchild to grandparent, and does not involve the construction or extension of any road, bridge, or drainage structure to provide access to interior lots, and does not involve the creation of any new drainage easement, shall be received as information only and approved administratively by the Planning Director.

No consideration, other than a nominal monetary amount and love and affection, shall be paid to the Grantor of subdivisions resulting from family transfers as defined by this section of the ordinance.

### ***Section 3.6 Minor Subdivision (Reserved)***

### ***Section 3.7 Submission of Road Plans***

Road construction plans shall be included with the submission of all subdivision plans according to the requirements of The Oconee County Road Construction and Development Standards.

### ***Section 3.8 Development Review Committee (DRC)***

- (1) The Oconee County Development Review Committee is hereby established. The Committee shall consist of the Planning Director, County Engineer, and representatives of other county agencies as appointed by the County Administrator.

- (2) All plans for proposed major subdivisions shall be reviewed by the Development Review Committee for compliance with all adopted Ordinances and Codes of Oconee County.
- (3) If the Committee determines that a proposed development will increase the average daily traffic (ADT) on a public road owned or maintained by the County to the extent that said road will need to be upgraded in order to beneficially accommodate the increase of traffic in accordance with the criteria set forth in this Ordinance, the developer of the proposed land development shall be responsible for all costs (including right-of-way acquisition) necessary to upgrade said road. The Development Review Committee may also require additional right-of-way and additional road width for the construction of turn lanes and fire lanes for use by emergency vehicles as part of the approval process of the site improvement plan.
- (4) The Development Review Committee may establish and publish minimum requirements consistent with this ordinance for approval of site development plans.
- (5) All exempt and minor subdivisions may be approved administratively by the Planning Director.

## **CHAPTER 6, ARTICLE 4**

## **LOT IMPROVEMENTS**

### ***Section 4.1 Lot Arrangements***

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

### ***Section 4.2 Lot Dimensions***

Except where circumstances such as topography, water courses, road alignment or existing site boundary configurations dictate otherwise, the following requirements shall be effective:

- (1) Dimensions of corner lots shall be large enough to allow for the erection of buildings observing the minimum yard setbacks from both streets, without encroaching into side and rear yard setbacks, established in the building line section of this chapter.
- (2) Depth and width of properties reserved or laid out for business, commercial, or industrial purposes shall be adequate to provide for off-street parking and loading facilities required for that type of development, without encroaching into yard setbacks.

### ***Section 4.3 Lot size***

Minimum lot size shall be .57 acres (approximately 25,000 square feet) with traditional onsite septic tanks served by public water, unless DHEC requires greater area or dimensions. Calculated area shall not include right-of-ways or specified easements.

### ***Section 4.4 Building Lines***

Single family residential building setback lines shall be: Front Yard twenty five (25) feet from the closest edge of the right-of-way on lots abutting local roads and forty (40) feet from the right of way on lots abutting collector roads. Side Yard setback of ten (10) feet from each property line or right-of-way and Rear Yards setback of twenty five (25) feet from the rear property line or right-of-way except for those abutting collector roads, which shall have a setback of forty (40) feet.

### ***Section 4.5 Double Frontage Lots and Access to Lots***

- (1) Every lot shall have at least twenty five (25) feet of frontage on a public or private road.
- (2) Double Frontage and reversed frontage lots shall be avoided except where necessary to provide separation of residential traffic from traffic arterials or to overcome specific disadvantages of topography and orientation.
- (3) Lots shall not in general derive access exclusively from arterial and collector roads. Where possible, driveways should be designed and arranged so as to avoid requiring vehicles to back into traffic on arterial and collector roads.

### ***Section 4.6 Usable Area***

All lots adjacent to flood plains, creeks, and wetlands should use these natural features as lot boundaries when possible. Lots containing areas unsuitable for usage shall not use these areas in calculating minimum lot area.

### ***Section 4.7 Septic System Setback***

- (1) Traditional septic systems shall be constructed so that the extreme extent of the proposed leaching area's outside edge shall be no closer than one hundred (100) linear feet from any existing or proposed well; seventy-five (75) linear feet from the ordinary high water (within the banks) elevation of any impounded or natural body of water, to include lakes, ponds, rivers and streams; five (5) linear feet from all lot lines; and ten (10) linear feet from any proposed or existing structure. In the case of a mound septic system, the toe of the mound shall be considered to be the edge of the leaching area.



- (2) The applicant shall provide the Planning Director a copy of all South Carolina Department of Health and Environmental Control (DHEC) permit drawings and an approved DHEC permit application for the proposed septic systems utilized within the development.
- (3) The developer must demonstrate to the Planning Director that the proposed development will not adversely affect the present water table and the existing water supplies; and also demonstrate that the proposed water supply system will not be adversely affected by existing septic systems.

#### ***Section 4.8 Lot Drainage***

Lots shall be laid out so as to provide positive drainage away from all buildings, and individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to prevent concentration of storm water from each lot to any adjacent property. Drainage systems used to control water on one property shall not increase the water flow on adjacent properties without legal easements.

#### ***Section 4.9 Lakes and Streams***

If a tract being subdivided contains a water body, or portion thereof, the ownership of and the responsibility for safe and environmentally compliant maintenance of the water body is to be placed so that it will not become a local government responsibility. The minimum area of a lot required under this ordinance may not be satisfied by land that is under water. Where a watercourse other than storm drainage separates the lot's buildable area from the road providing access, an engineer's certified structure shall be provided linking the buildable area to the road. All watercourses shall remain free of obstructions and degradations.

#### ***Section 4.10 Easements***

Easements having a minimum width of (10) feet and located along the side or rear lot lines shall be provided as required for utilities and drainage.

#### ***Section 4.11 Entrances***

One entrance is required for every one-hundred (100) lots in a proposed subdivision, or a maximum of one-hundred (100) lots on a dead end road with a cul-de-sac. This requirement may be waived by the Planning Director due to topography and feasibility. Every effort shall be made to not have an entrance directly onto an arterial road.

## **Section 4.12      *Vegetative Buffers***

The approval of subdivisions, site plans and/or building permits for construction of new residential units or commercial projects to be located within one thousand (1000) feet of Lakes Keowee, Hartwell, and Jocassee shall be contingent upon the establishment of a natural vegetative buffer of a width of less than twenty-five (25) feet, with a view lane width of no more than 15% of the total length of a natural vegetative buffer. The buffer shall meet the following standards:

- (1) To reduce non-point source pollution, a natural buffer of twenty-five (25) feet shall be maintained with no grasses or ornamental vegetation established within that buffer. To reduce non-point pollution a vegetative buffer of twenty-five (25) feet measured horizontally from the full pond elevation shall be maintained with no manicured laws or other managed grasses established within that buffer. A diverse mix of native plants and unmanaged (uncut below twelve (12) inches and untreated) native grasses are preferred vegetation where available and suited to the site. Additionally, no clear cutting or mowing, cultivation activities, fertilization, use of herbicides, fungicides, or pesticides shall occur within the twenty-five (25) foot buffer area. Right-of-way maintenance activities by utilities shall be exempt.
- (2) No trees larger than six-inch caliper at four feet from the ground shall be removed unless certified to be a hazard by a registered forester or arborist.
- (3) Trees may be limbed up to 50 percent of their height.

This regulation shall exempt projects that: are located on parcels lying no closer than twenty-five (25) feet from a lake shoreline or are located on parcels that are not traversed, either in full or in part, by a perennial stream, designed wetland, or other water course within one thousand (1000) feet of Lakes Keowee, Hartwell, and Jocassee. The buffer shall begin at the lake's full pond level.

## **CHAPTER 6, ARTICLE 5                      BLOCKS**

### **Section 5.1      *Residential Block Length***

In order that there may be convenient access between various parts of a subdivision and in order to help prevent traffic congestion and undue inconvenience, the length of blocks hereafter established should not exceed eighteen hundred (1,800) feet and shall not be less than six hundred (600) feet; provided, however, that such length may be modified when appropriate due to the topography or physical shape of the property being subdivided.



***Section 5.2 Residential Block Width***

Blocks shall have sufficient width to allow two (2) tiers of lots. Blocks may be one lot in depth at the boundary of the subdivision, or where single-tier lots are required to separate residential development from through vehicular traffic or nonresidential uses.

**CHAPTER 6, ARTICLE 6**

**DRAINAGE AND  
STORM WATER**

***Section 6.1 General Requirements***

In most cases the land disturbance permit required by DHEC will have considered the information needed for compliance with this section. However, Oconee County will review the information to ensure that all storm water runoff will be removed from proposed developments in perpetually maintained drainage systems designed to avoid damage to personal property. The Planning Director shall not approve any plat of subdivision which fails to make adequate provision for storm or flood water runoff channels or basins. Storm water drainage systems shall be separate and independent of any sanitary sewer system. Inlets shall be provided so that surface water is not carried across or around any road intersection except where routing around of small volumes is approved in writing by the County Engineer.

***Section 6.2 Nature of Storm Water Facilities***

The applicant may be required by the Planning Department or County Engineer to carry away by pipe or open ditch any spring or surface water that may exist either previously to, or as a result of the subdivision. Such drainage facilities shall be located in the road right-of-way where feasible, or in perpetual unobstructed easements of appropriate width, and shall be constructed in accordance with accepted engineering standards and specifications as approved by the County Engineer. All swales, ditches, or other open drainage shall be constructed and established to minimize erosion as approved by the County Engineer.

***Section 6.3 Accommodation of Upstream Drainage Areas***

The owner's engineer shall determine, certify, and design drainage facilities that are large enough to accommodate potential runoff from its entire upstream drainage area, whether inside or outside the subdivision.

#### ***Section 6.4 Effect on Downstream Drainage Areas***

The Owner's Engineer shall study and provide the Planning Director and County Engineer with sufficient data proving that there are no adverse impacts on existing downstream drainage facilities outside the area of the subdivision. Where it is determined that the additional runoff incident to the development of the subdivision will overload an existing downstream drainage facility, the Planning Director may withhold approval of the subdivision until provision has been made for the improvement of said potential condition.

#### ***Section 6.5 Floodplain Areas***

Floodplain areas shall be noted on all plans and plats for proposed development, and shall be preserved from any and all destruction or damage resulting from clearing, grading or dumping of earth, waste material, or stumps, unless explicitly permitted by DHEC, or other appropriate state agency. All construction activity within development shall comply with standards of Oconee County Flood Plain Ordinance.

- (1) Where a subdivision is traversed by a watercourse, drainageway, channel, or stream, there shall be provided a storm water easement of drainage right-of-way conforming substantially to the lines of such watercourse, and of such width and construction or both as will be adequate for the purpose and to accommodate maintenance equipment and activities. Wherever possible, it is desirable that the drainage be maintained by an open channel with landscaped banks and adequate width for maximum potential volume of flow. The Planning Department will review the information required by the DHEC land disturbance permit to ensure the intentions of 6.12 are met.
- (2) Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road right-of-way, perpetual unobstructed easements at least twenty (20) feet in width for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on all plats. Drainage easements shall be carried from the road to a natural watercourse or to other approved or adequate drainage facilities.
- (3) When a proposed drainage system will increase the maximum flow of water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat.
- (4) Low-lying lands along watercourses subject to flooding or overflowing during storm periods, included in areas for dedication, shall be preserved and retained in their natural state as drainage ways except where improvements such as grassing, walkway, and playground areas are specifically approved by the Planning Director.
- (5) All rights-of-way shall contain a permanent drainage easement for all water runoff from the road right-of-way as deemed necessary by the County Engineer. It shall be the responsibility of the owner/developer to acquire any necessary drainage easements from private landowners.

## **CHAPTER 6, ARTICLE 7**

## **WATER FACILITIES**

### ***Section 7.1 General Requirements***

- (1) Where a public water main is within one thousand (1000) feet of a subdivision boundary, the developer shall connect thereto and install adequate central water facilities. Where the accessible public water main is six (6) inches or greater in diameter, distribution lines shall be at least six (6) inches in diameter. In the event that the water supplier certifies the existence of insufficient water pressure to provide service to six (6) inch distribution lines to the site, the Planning Director shall permit appropriate reductions in the diameter of distribution lines. In cases along permanent cul-de-sacs or circles less than one thousand (1000) feet in length, a minimum diameter of two and one-half (2½) inches is permitted.
- (2) Water distribution systems shall be approved by the designated utility entity and the appropriate division of DHEC.
- (3) The location and design of all water system improvements shall be shown on the preliminary plat, and the cost of installing same shall be included in any bond to be furnished by the developer.
- (4) All utility lines shall be located a minimum of two (2) feet outside of road surface areas at the edge of the rights-of-way and shall be buried at a depth of at least thirty six (36) inches. When the sewer line is located in a road right-of-way and it will be necessary to cut into the road surface to serve the abutting lots, a connection shall be stubbed out to the property line to serve each lot prior to surfacing the road.

### ***Section 7.2 Individual Wells and Central Water Systems***

If a public water system is not available, wells may be used or a package central water system provided in such a manner that an adequate supply of potable water will be available to every lot in the subdivision. Central water systems shall be approved by the appropriate division of DHEC. Orders of approval shall be submitted to the Planning Department.

### ***Section 7.3 Fire Hydrants***

Fire hydrants shall be required for all subdivisions except where individual wells are used or a water main of less than six (6) inch diameter is permitted, and shall be located as defined in the adopted fire code and shall be approved by the applicable fire protection entity. In the event no adequate water supply is available, alternative methods of fire protection may be approved by appropriate fire officials, provided such measures are provided for under adopted fire code. To avoid future road cutting, all underground utilities for fire hydrants, together with the fire hydrants themselves and all other supply improvements shall be installed and approved before any final paving of a road shown on the subdivision plat.

### ***Section 7.4            Wastewater Facilities***

- (1) Where a public sanitary sewerage system is reasonably accessible and available, the applicant shall connect with same and provide sewers accessible to each lot in the subdivision. When the sewer line is located in a road right-of-way and it will be necessary to cut into the road surface to serve the abutting lots, a connection shall be stubbed out to the property line to serve each lot prior to surfacing the road.
- (2) Sanitary sewer shall be designed and installed to the design standards and specifications of the city, county, or public service district into whose sewer system the subdivision is connecting and all design standards and specifications of the appropriate DHEC division.
- (3) Where public sanitary sewerage systems are not reasonably accessible or available, package, central or individual waste collection/treatment systems may be provided. These systems must be approved by the appropriate division of DHEC prior to approval of any preliminary subdivision plan.

## **CHAPTER 6, ARTICLE 8**

## **NONRESIDENTIAL SUBDIVISIONS**

### ***Section 8.1            General***

If a proposed subdivision includes land that is proposed for commercial, industrial or other nonresidential purposes the layout of the subdivision, shall incorporate such provisions and facilities as the Development Review Committee Planning Commission may require based on case by case consideration of nature, type, and mix of anticipated development.

### ***Section 8.2            Standards***

In addition to the principles and standards in these regulations, which are appropriate to the planning of all subdivisions, the applicant shall demonstrate to the satisfaction of the Commission that the road, parcel, and block pattern proposed is specifically adapted to the uses anticipated and takes into account other uses in the vicinity. The following principles and standards shall be observed:

- (1) Proposed nonresidential parcels shall be suitable in area and dimensions to the types of industrial/commercial development anticipated.
- (2) Road rights-of-way and pavement shall be adequate to accommodate the type and volume of traffic anticipated to be generated.
- (3) Special requirements may be imposed by the county with respect to road, curb, gutter, and sidewalk design and construction.



- (4) Every effort shall be made to protect adjacent residential areas from potential nuisances from a proposed commercial or industrial subdivision, including the provision of extra depth in parcels backing up on existing or potential residential development and provisions for a permanently landscaped buffer strip when necessary.
- (5) Roads carrying nonresidential traffic, especially truck traffic, shall not normally be extended to the boundaries of adjacent existing or potential residential areas.

## **CHAPTER 6, ARTICLE 9      SECURITY IN LIEU OF COMPLETION OF IMPROVEMENT**

In lieu of the completion of the physical development and installation of the required improvements prior to the final plat approval, Oconee County may accept a financial guarantee in the form of cash, bond, or escrow letter of credit with an approved financial institution, in an amount and with conditions satisfactory to it, securing to the County the actual construction and installation of such improvements and utilities within a period specified by the County Engineer.

- (1) If the subdivider wishes to have a final plat approved prior to the installation, inspection and approval of all required improvements he may file a performance of surety bond executed by a surety company licensed to do business in the State of South Carolina, in an amount equal to one hundred twenty five percent (125%) of the owner's engineer (and verified by the County Engineer) estimated cost to complete the improvements. The bond shall guarantee the completion of all improvements within a time prescribed by the Planning Director.
- (2) If the subdivider wishes to have a final plat approved prior to the installation, inspection and approval of all required improvements, he may establish an escrow account with the County into which the subdivider shall place, prior to the sale of any lot in the subdivision, an amount equal to one hundred twenty five percent (125%) of the owner's engineer (verified by the County Engineer) estimated cost to complete the improvements. Fund in such escrow account shall be returned to the subdivider shall complete all improvements within time limits prescribed by the County Engineer. The final determination for returning the escrowed money to the developer rests with the County Engineer.
- (3) In the event that required improvements are not completed, inspected and approved within the required time, the County may expend escrowed funds, securities, or performance bond funds to complete the required improvements. The Planning Director may also at his discretion withhold building permits or occupancy permits in such subdivision until such improvements are completed. In which case, it shall then be unlawful to sell any further lots in the subdivision until all improvements are completed. No occupancy permits shall be issued within the subdivision, unless street improvements are at least adequate for vehicular access by the prospective occupant(s) and by the emergency vehicles and personnel.

- (4) No building permit shall be issued for the final ten percent (10%) of lots in a subdivision, or if ten percent (10%) be less than two (2), for the final two (2) lots of a subdivision, until all public improvements required by the County Engineer for the subdivision have been fully completed and the County has accepted the developer must submit all as-built drawings at this time.
- (5) The developer shall be required to maintain all required public improvements on the individual subdivided lots, if required by the Planning Director, until acceptance of the improvements by the appropriate utility or government entity. If there are any certificated of occupancy on a street not dedicated to the County, the County may on twelve (12) hours notice effect emergency repairs and charge those costs to the developer. Following the acceptance of a road by the County Council, the Council may in its sole discretion require the subdivider to maintain the improvement for a period of three (3) years from the date of the acceptance.
- (6) Surety bonds will be returned to the developer following delivery of all as-built drawings to the County Engineer, and after acceptance of all improvements by the County.

## **CHAPTER 6, ARTICLE 10      PLAT REQUIREMENTS AND REVIEW PROCEDURES**

### ***Section 10.1      General***

No lot proposed to be created through the creation of a subdivision shall be sold or advertised for sale until a final plat showing the subdivision has been approved by the Planning Director, and has been recorded with the Oconee County Register of Deeds.

### ***Section 10.2      Application Review***

The Planning Director may approve a minor or exempt subdivision, containing no new roads, after reviewing the final plan.

### ***Section 10.3      Plat Recordation***

The Planning Director's approval of a subdivision final plan is contingent on submission of four (4) original copies of the plat to the Oconee County Register of Deeds, and recordation of the plat by the Register of Deeds. An authorized copy of the recorded plat shall be submitted to the Planning Director.

#### ***Section 10.4 Appeal of Decision***

Any person aggrieved by the Planning Director's decision to approve or deny an application for subdivision approval may appeal the decision to the Planning Commission in writing within ten (10) working days of said decision as outlined in chapter one (1) of this ordinance.

### **CHAPTER 6, ARTICLE 11 SKETCH PLAN**

#### ***Section 11.1 Sketch Plan Review Conference***

All persons intending to subdivide or develop property are strongly encouraged to confer with the Planning Director prior to proceeding. Proposed developments consisting of twenty (20) new housing units shall schedule a sketch plan review prior to any formal application.

#### ***Section 11.2 Basic Sketch Plan (Optional Requirements for Developments less than twenty (20) units.)***

- (1) The Sketch Plan shall be drawn to show the approximate layout of the proposed subdivision and its relationship to the surrounding area.
- (2) Sketch Plans are informal, exploratory examinations of a proposed idea. The Planning Director will review the proposed layout and discuss any issues with the subdivider and may require a detailed sketch plan to be submitted.

#### ***Section 11.3 Detailed Sketch Plan (Required for 20 or more lots)***

- (1) The Sketch Plan shall be drawn at an approximate scale of not less than a scale of two hundred (200) feet to one inch and shall include a Vicinity Map at a scale of not less than two (2) miles to one (1) inch showing the relationship of the proposed subdivision to the surrounding areas.
- (2) All Sketch Plan Submittals shall include the following in sketch or narrative form:
  - (A) An accounting of total acreage in the tract to be divided and number of lots proposed;
  - (B) Arrangement, shape, dimensions, and area of proposed lots;
  - (C) Location of existing property lines, easements, road right-of-ways, buildings, or other public ways adjoining the tract to be subdivided;
  - (D) Alignment, right-of-way width, and clarification of proposed roads;



- (E) Topography by contour at intervals of not more than twenty feet (as from USGS quad sheets);
  - (F) Map scale, north arrow, and date;
  - (G) Name/address/telephone number of legal owner or agent and the professional (surveyor or engineer) who will undertake detailed subdivision layout and improvements design;
  - (H) Location of water courses and land subject to flooding based on a one hundred (100) year frequency flood. Owner's surveyor shall indicate if property is or is not in a floodplain;
  - (I) The existing and proposed uses of land throughout the subdivision;
  - (J) Proposed method of water supply and wastewater treatment and other utility service;
  - (K) The proposed name of the subdivision.
- (3) A subdivider shall submit a Sketch Plan of the entire tract even if the subdivider's present plans call for the actual development of only a part of the property. All phases of the subdivision must be shown on the sketch plan and marked as future development.
  - (4) Prior to sketch plan submittal, the subdivider is encouraged to interact with the County Soil and Water Conservation District to obtain soil survey information and written site evaluation comments to be included as part of the sketch plan submittal.

#### ***Section 11.4                      Sketch Plan Review***

- (1) A subdivider shall submit sketch plan copies and application forms in quantities specified by the Planning Director. The Planning Director shall obtain input from the County Engineer and affected agencies and shall provide comments in the form of a composite list to the subdivider within fifteen (15) working days of sketch plan submitted.
- (2) If the subdivider disagrees with comments provided, the subdivider may request an informal review by the Planning Commission in accordance with the Oconee County Planning Commission Rules of Procedure.
- (3) In reviewing a sketch plan and sketch plan comments, the Planning Commission may affirm such comments or modify them to the extent as such modifications do not depart from the provisions of these adopted regulations.

## **CHAPTER 6, ARTICLE 12      PRELIMINARY PLAN AND SUPPORTING DATA**

### ***Section 12.1      Submittal Requirements***

- (1) A person seeking preliminary approval of a subdivision shall submit an application to Planning Director for review.
- (2) The applicant shall also submit all appropriate fees at the time of application.
- (3) Applicants shall submit four (4) copies of the preliminary plan.
- (4) The applicant shall submit all responses, amended plans, additional information, or any other necessary materials to satisfy all adopted Oconee County regulations.
- (5) An applicant may withdraw an application for subdivision approval at any time by submitting written notice of the withdrawal to the Planning Director.
- (6) It shall be unlawful for construction to commence prior to preliminary approval of the plan as defined in this ordinance.
- (7) Preliminary approval typically permits a developer to proceed with the construction of all roads, utilities, and public infrastructure.
- (8) Where individual septic waste disposal is proposed, a preliminary letter of approval from the appropriate division of DHEC.
- (9) Lots may not be sold from a preliminarily approved plat.

### ***Section 12.2      Preliminary Plan Requirements***

#### **General**

- (1) The preliminary plan shall be drawn at a scale of two hundred (200) feet to one (1) inch or greater, and shall include a vicinity sketch at a scale of not less than one (1) inch – two (2) miles. Sheet sizes should be 8.5" x 11", 8.5" x 14", 11" x 17", 18" x 24", or 24" x 36". This map and supporting data shall be prepared according to standards set forth in this ordinance and shall contain the following sections: General, Existing Conditions, Proposed Conditions.
- (2) The proposed name of the subdivision, name/address/telephone of owner and/or subdivider, and name/address/telephone of surveyor and/or engineer.
- (3) A graphic scale, north arrow and date (north arrow shall be identified as magnetic, true, or grid).
- (4) The acreage to be subdivided.
- (5) The boundaries of the tract to be subdivided with all bearings and distances indicated.
- (6) A SC DHEC approved Storm Water Pollution Prevention Plan (SWPPP).

## **Existing Conditions**

- (1) Deed record names of adjoining property owners or subdivisions.
- (2) Location of water courses and land subject to flooding based on a one hundred (100) year frequency flood. Owner's surveyor shall indicate if property is or is not located in a floodplain.
- (3) Location of adjoining property lines and existing building on the property to be subdivided.
- (4) Location and right-of-way of roads, railroads, and utility lines either on or adjoining the property to be subdivided.
- (5) Size and location of existing sewers, water mains, drains, culverts, or other underground facilities within the site and adjoining the tract.
- (6) The acreage of each drainage area affecting the proposed subdivision.
- (7) Topography by contour at intervals of not more than twenty feet (as from USGS Quad maps).
- (8) Elevations shall refer to sea level or assumed elevation with a minimum of Z bench mark near the site.
- (9) Location of city and county line, if applicable, and a statement identifying the location of the nearest central water and sewer lines and fire department and the distance from same to the tract being subdivided.

## **Proposed Conditions**

- (1) Total number of lots, total acreage, total length of new roads.
- (2) Layout of roads including all right-of-way, public crosswalks, road names or designations, grades, and cross sections.
- (3) Profile of proposed roads showing natural and finished grades.
- (4) Layout of all lots, including area; building setback lines, scaled dimensions of lots; lot and block numbers, utility easements with width and use.
- (5) Construction Plan of sanitary sewers (if applicable) with grade, pipe size, and location and permit to construct from DHEC and approval of the appropriate utility provider.
- (6) Storm sewers shall be sized to accommodate runoff based upon the 10-year design storm except road crossings shall be a minimum of 25-year design storm.
- (7) Construction Plan for water supply system (if applicable) with pipe size and location of hydrants and valves and permit to construct from DHEC and, where applicable, approval of the appropriate utility provider.
- (8) Designation of all land to be reserved or dedicated for public use.
- (9) Designation of proposed use of all lots.
- (10) Proposed major contour changes in areas where substantial cut and/or fill is to be done.

NOTE: Refer to survey requirements

### **Section 12.3 Preliminary Review Procedure**

- (1) The Planning Director shall notify all appropriate review agencies for comments. These may include, but are not limited to the following:
  - (A) Appropriate division of DHEC
  - (B) Soil and Water Conservation Office
  - (C) Appropriate public service district or city as applicable
  - (D) County Public Works Department
  - (E) Appropriate fire protection entity
  - (F) County Engineer
  - (G) Oconee County Sewer Commission
  - (H) Oconee County School District
- (2) Agencies and departments shall provide written comments to the Planning Director within fifteen (15) working days of the date of the preliminary plan application.
- (3) The Planning Director shall render a decision within twenty five (25) working days of the date of preliminary plan application. The Planning Director's action and reasons therefore shall be transmitted in writing to the subdivider.
- (4) Agencies and departments shall provide written comments to the Planning Director within fifteen (15) working days of the date of the preliminary plan application.
- (5) Once the submitted plans are deemed to be in compliance with all applicable Oconee County ordinances, the applicant shall be notified in writing that the plans have been preliminarily approved.
- (6) The Planning Director may grant conditional preliminary approval to insure compliance with all County Ordinances. All such conditions shall be met prior to final approval.
- (7) If a plan is approved subject to conditions, the subdivider shall submit plan exhibits amended to incorporate such conditions within twenty (20) working days of such approval. Preliminary plat approval shall be effective for one (1) year provided the Commission may extend same for up to one (1) additional year upon written request from the subdivider.
- (8) A subdivider, or other party materially affected by the Planning Director's decision, may appeal for review by the Planning Commission. Such appeal shall detail the reasons therefore, and be made in writing within ten (10) working days of the Planning Director's action. Affected parties shall be notified in writing of the Planning Commission's determination. The Planning Commission's decision may be appealed to the Circuit Court within thirty (30) days after the actual notice of the Commission's decision.
- (9) Variances shall be considered by the Planning Commission pursuant to Section 1.5.5(3) of the United Performance Standards Ordinance and conducted in a manner consistent with standards put forth in Oconee County Planning Commission Rules of Procedure.

## CHAPTER 6, ARTICLE 13

## FINAL PLAN

### ***Section 13.1 Submittal Requirements***

- (1) A person seeking final approval of a subdivision shall submit an application to the Planning Director for review by this ordinance.
- (2) The applicant shall also submit all appropriate fees at the time of application.
- (3) Where the improvements required by this ordinance and the preliminary plan have not been completed prior to the submission of the Final Plan for approval, approval of the plan shall be subject to the owner filing a Performance Guarantee in the form of cash and/or surety with the Oconee County according to the provision set forth in this ordinance.
- (4) Upon 90% completion of the construction of road and utilities of a preliminarily approved subdivision, a final "as built" plan shall be submitted to the Planning Director noting any changes from the preliminarily approved plans.
- (5) The Planning Director's approval of a final plan is contingent on submission of four (4) original stamped copies of the plat to the Oconee County Register of Deeds.
- (6) A copy of the recorded plat authorized by the Register of Deeds shall be submitted to the Planning Director.
- (7) Where individual septic waste disposal is proposed, provide a letter of final subdivision approval from the appropriate division of DHEC identifying each lot for which individual waste disposal is approved.

### ***Section 13.2 Final Plan Requirements***

- (1) If the Final Plan is drawn in two or more sections, each section shall be accompanied by a key map showing the location of the several sections. Final plans shall be drawn at a scale of no less than one hundred (100) feet to one (1) inch; shall be drawn on sheets 8.5" x 11", 8.5" x 14", 11" x 17", 18" x 24", or 24" x 36"; shall be prepared according to the standards set forth in this ordinance.
- (2) Name of owner of record.
- (3) Name of subdivision and identification number assigned, date, north arrow, and graphic scale.
- (4) Name, registration number, and seal of registered surveyor.
- (5) Sufficient surveying data to determine readily and reproduce accurately on the ground the location, bearing, and length of every road line, lot line, easement, boundary line, and building line whether curved or straight. Curve boundaries will be defined by curve data to include the radius, delta angle, total area, length and the long chord by bearing and distance and shall also be defined as a traverse of chords around the curve using bearings and distance.
- (6) Names of owners of record of all adjoining land, all property boundaries, water courses, roads, easements, utilities and other such improvements, which cross or form a boundary line of the tract being subdivided.
- (7) Exact boundaries of the tract of land being subdivided as noted in the survey article of this Ordinance.



- (8) Roads, rights-of-way, percent of grades and road names. Steel or iron rods at least twenty inches long and one half inch in diameter shall be placed at all lot corners and at all other survey points not marked by permanent monuments. Property lines extending to road centerlines shall be marked by an iron stake on all offset with location clearly shown on the plat and selected so corners lie on a line of survey or a prolongation of such lines.
- (9) Rights-of-way or easement; location, widths, and purposes.
- (10) Lot lines, minimum building setback lines, and lot and block indicators.
- (11) Any parks, school sites, or other public spaces.
- (12) All dimensions shall be to the nearest one hundredth (1/100) of a foot and angles to the nearest twenty (20) seconds.
- (13) Accurate description of the location of all monuments and markers.
- (14) Utility easements, showing the widths of the following: (1) water, (2) gas, (3) sanitary sewer, (4) storm drainage, and (5) electrical line.
- (15) Where individual septic waste disposal is proposed, a letter of final subdivision approval from the appropriate division of DHEC identifying each lot for which individual waste disposal is approved. Areas or lots not so approved shall not be included on the final plat unless restricted to prohibit construction of building space thereon by such notation as "reserved exclusively for open space", etc.

**Section 13.4 Final Plat Certificates**

The following certificates shall appear on the Final Plat which is submitted to the Planning Commission by the subdivider:

**Certificate of Accuracy (signed when submitted)**

I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the Oconee County Land Development and Subdivision Regulations and the monuments shown have been placed to the specifications set forth in said regulations.

\_\_\_\_\_, 20\_\_\_\_

Registration No. \_\_\_\_\_ Registered Land Surveyor

**Certificate of Ownership and Dedication (signed when submitted)**

It is hereby certified that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby dedicate all roads, alleys, walks, parks, and other sites to public or private use as noted.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

**Certificate of Maintenance for Private Roads (when applicable)**

The road right-of-way shown on this plat shall be private drives not owned, maintained, or supervised by Oconee County, and were not constructed pursuant to any plan for future acceptance by Oconee County. Road right-of-ways shown upon the plat shall not be accepted for maintenance by Oconee County at any time in the future unless constructed in accordance with all adopted Oconee County regulations. Maintenance of the right-of-way shall be the responsibility of

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner / Developer



**Certificates of Construction (one or both as applicable/signed when submitted)**

I hereby certify that the roads and drainage system, in \_\_\_\_\_ Subdivision as shown on Plat dated \_\_\_\_\_, prepared by \_\_\_\_\_ have been installed substantially in accordance with the Preliminary Plan (Construction Drawings) approved \_\_\_\_\_.

SEAL

\_\_\_\_\_  
Registered Engineer or Surveyor

I hereby certify that central ( ) water ( ) sewer systems in \_\_\_\_\_ Subdivision as shown on Plat dated \_\_\_\_\_, prepared by \_\_\_\_\_, have been installed in accordance with Preliminary Plat (Constructed drawings) approved \_\_\_\_\_.

SEAL

\_\_\_\_\_  
Registered Engineer or Surveyor

**Certificate of Approval (to be signed upon approval)**

The subdivision plat hereon has been found to comply with the Oconee County Land Development Regulations and has been approved for recording. I certify that this plat creates a subdivision subject to and approved in accordance with the ordinances of Oconee County.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Planning Director

### **Section 13.5 Final Plan Review Procedure**

- (1) Final approval of the submitted plans shall be granted to the applicant after a review by the Planning Director.
- (2) Final plan application shall include all of or phases of a subdivision for which preliminary approval was granted, and shall contain documentation that all required improvements have been installed and certified.
- (3) Final plan applications may be considered, at the discretion of the Planning Director, if accompanied by the required security in lieu of completion of improvement.
- (4) Upon a determination that the final plan application is completed; the Planning Director shall render a written approval or rejection. Said decision shall be made within thirty (30) working days of application submittal.

A subdivider or any party materially affected by the Planning Director's decision may appeal to the Planning Commission in writing within ten (10) working days of said decision. The Commission shall schedule a hearing, conduct said hearing, and render a decision within sixty (60) days of the date of appeal. The decision of the Commission is final. The decision of the Commission may be appealed to the Circuit Court within thirty (30) days after the actual notice of the Commission's decision.

## **CHAPTER 6, ARTICLE 14 APPEAL OF DECISION**

Any person aggrieved by the Planning Director's decision to approve or deny an application for minor subdivision record plat approval may appeal the decision to the Planning Commission in writing within ten (10) working days of said decision as outlined in chapter one (1) of this ordinance.

## **CHAPTER 6, ARTICLE 15 VIOLATIONS AND PENALTIES**

- (1) Any violation of these regulations shall be a misdemeanor and, upon conviction, is punishable as provided by law.
- (2) Unapproved subdivision and subsequent transfer or sale of lots - Any such agreement, negotiated before such plat has been approved by the Oconee County Planning Commission and recorded by the Oconee County Register of Deeds shall be considered a violation of this Ordinance and punishable as provided herein. The description of metes and bounds in the instrument of transfer or other documents used in the process of selling or transfer shall not exempt the transaction from these penalties. Oconee County may enjoin such transfer or sale or agreement by appropriate action

## CHAPTER 6, ARTICLE 16

## LEGAL PROVISIONS

The regulations expressed in this document shall be considered as the minimum provisions for the protection of the health, safety, economy, good order, appearance, convenience, and welfare of the general public.

### ***Section 16.1 Conflict with Other Laws, Ordinances, or Regulations***

Whenever the requirements made under authority of these regulations impose higher standards than are required in any statute or local ordinance or regulation, provisions of these regulations shall govern. Whenever the provisions of any other statute or local ordinance or regulation impose higher standards than are required by these regulations, the provisions of such statute or local ordinance or regulations shall apply.

### ***Section 16.2 Severability***

Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such declaration shall not affect the ordinance as a whole, or any other part thereof, other than the part so declared to be unconstitutional or invalid.

### ***Section 16.3 Repeal of Conflicting Ordinances***

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

### ***Section 16.4 Amendments***

The Planning Commission shall hold a public hearing on any proposed amendment to these regulations; notice of time and place shall be given at least thirty (30) days prior to the hearing date. The notice shall be placed in a newspaper of general circulation. Amendments may be adopted by vote of the Oconee County Council.

OCONEE COUNTY, SOUTH CAROLINA

ATTEST:

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

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

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading:

AMENDED AND RESTATED  
INTERLOCAL AGREEMENT  
Between  
OCONEE COUNTY, SOUTH CAROLINA  
And  
OCONEE MEMORIAL HOSPITAL, INCORPORATED  
d/b/a Oconee Medical Center

COMES NOW, Oconee County, South Carolina (the "County") and Oconee Memorial Hospital, Incorporated (the "Hospital") and hereby adopt the following agreement which supercedes, amends and restates their prior Interlocal Agreement dated June 7, 2005:

1. The parties acknowledge that each has fully and faithfully performed and fulfilled those obligations set forth in Sections 1.A., 1.B., 1.D., 1.H., 1.I, and 1.J of the Interlocal Agreement, and are hereby released from any further obligation or performance thereunder.

2. In consideration of the Hospital's covenants set forth in this Agreement, the County authorizes the Hospital to amend its Articles of Incorporation to remove the County as a third party that approves changes to the Hospital's Articles of Incorporation and corporate Bylaws.

3. The Hospital has identified a zone within its medical center campus that would be appropriate for the County's construction of an aquatics / wellness facility. The Hospital agrees, upon the County's request, to work with the County and its planners to develop a site plan and identify appropriate rights-of-way for ingress or egress. In the event the County decides to build an Aquatics/Wellness Center and associated facilities on Hospital property, the Hospital agrees to deed the County up to twenty-two (22) acres for said facilities within the designated zone. The land will be conveyed at no cost to the County, and the Hospital will not mortgage or otherwise encumber the property within the zone prior to identification or conveyance to the County. The County may exercise this option by written notification to the Chief Executive Officer of the Hospital on or before December 31, 2020. The property will be deeded to the County within sixty (60) days of receipt of the written notification. In the event that the County contracts to build an Aquatic/Wellness Center at a site other than Hospital property, this provision shall be null and void.

4. The Hospital will continue to operate Oconee Medical Center and the Lila Doyle Nursing Care Facility for the benefit of the citizens of Oconee County, including annual charity care expenditures consistent with community need, and industry and regulatory standards.

5. The Hospital will continue to support the Rosa Clark Free Medical Clinic by providing a financial subsidy for pharmacy, personnel staffing, rotating residents from the Seneca Lakes Rural Residency Program through the clinic as volunteer physicians, and the in-kind donation of radiology and laboratory testing for clinic patients.

6. The Hospital will continue to provide consultative assistance, upon the County or its subcontractor's request, with respect to the operations of Lakeview Assisted Living Facility.



7. The Hospital will continue to own, manage and operate the County-wide Emergency Medical Services (EMS). The Hospital and the County will negotiate annual budget appropriations to support this service; provided, the County will provide annual appropriations of at least \$150,000 to support this service, consistent with its budgetary process. In addition, in the event that the County decides to construct additional EMS service sites(s), the Hospital and the County agree to discuss any additional funding needed to cover the operating cost of any physical plant, equipment and personnel needed by the Hospital to cover the additional service site(s).

8. The Hospital will provide access to the County to all information and records of the Hospital pertaining to any funds received from the County and to the Hospital's compliance with the covenants contained in this Agreement, to the same extent the Hospital would be required to provide such information were it a public body subject to the South Carolina Freedom of Information Act. The Hospital and the County agree that nothing in this paragraph shall be construed to give third party rights to any person or entity or to allow a third party to obtain Hospital information by submitting a Freedom of Information Act request to the County or the Hospital.

9. In addition, the Hospital will provide the County Administrator a copy of the Hospital's annual financial audit and such additional otherwise publicly available information as reasonable requested by the County Administrator or Chairman of County Council to assure the Hospital continues to be operated in the public interest.

Pursuant to the Resolution, the Chairman of County Council and the County Administrator are hereby authorized to execute this Agreement and the Clerk of County Council is authorized to affix the seal and attest to the same. This Agreement has been duly authorized by the Hospital's Board of Directors. This Agreement shall be effective as of the date hereof.

**Oconee County, South Carolina**

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

By: \_\_\_\_\_  
County Administrator

**Oconee Memorial Hospital, Incorporated**

By: \_\_\_\_\_  
President and CEO

By: \_\_\_\_\_  
Chairman, Board of Directors





10/23/08

**Oconee County  
Parks, Recreation  
& Tourism**

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

Phone: 864-888-1488  
Fax: 864-888-1489

Phillip S. Shirley  
Director of Parks,  
Recreation & Tourism  
[pshirley@oconeesc.com](mailto:pshirley@oconeesc.com)  
[www.experienceoconee.com](http://www.experienceoconee.com)

Ann Leopard,  
PRT Secretary  
[aopard@oconeesc.com](mailto:aopard@oconeesc.com)

**TO:** Dale Surrett, Administrator  
Brad Norton, County Attorney  
**FROM:** Phil Shirley, PRT Director  
**CC:** Beth Hulse, Clerk to Council  
**DATE:** October 23, 2008  
**RE: Oconee Heritage Center Lease agreement**

Attached is the current lease agreement Oconee County has with the Oconoc Heritage Center (OHC).

Section 6.6 says "In the event Lessor stops using the basement of the Tobacco Barn, Lessor hereby grants Lessee first option to lease said basement. In the event that Lessee exercises said option, said lease of the basement shall be incorporated into the current lease."

OHC does want to incorporate the basement into the lease and Facilities Maintenance has moved all their equipment out. Please advise! Thanks





STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS AGREEMENT entered into this 20<sup>th</sup> day of June, 2001, by and between Oconee County, (hereinafter "the Lessor") and Oconee Heritage Center, Inc. (hereinafter "the Lessee"), and the Agreement is executed and delivered in duplicate originals.

**ARTICLE I: PREMISES**

For and in consideration of the rental hereinafter specified and the mutual promises and covenants herein, the Lessor hereby agrees to lease and demise to the Lessee and the Lessee agrees to rent from the Lessor according to the terms hereof the following described property (hereinafter "the Premises"), to wit:

The main floor and attic of the building known as the Tobacco Barn, located at the corner of Tugaloo Street and Broad Street in Walhalla, South Carolina.

**ARTICLE II: TERM AND RENTAL**

**2.1: ORIGINAL TERM**

The term of this Lease shall be for a period of twenty-five (25) years, that is, commencing on the 20<sup>th</sup> day of June, 2001, and ending on the 20<sup>th</sup> day of June, 2026.

**2.2: RENTAL**

The rental for the Premises shall be the sum of one (\$1.00) dollar per annum.

**2.3 Optional Term**

Lessor hereby grants to the Lessee the right and option to renew this Lease for an additional term of twenty-five (25) years, to run consecutively with the original term.

4.2: To timely pay any taxes and assessments which may become due and owing on the leased Premises which are not herein assumed by the Lessee.

4.3: That it will keep and maintain fire and hazard insurance on the leased Premises for its own protection, but will not be responsible for insuring the contents for any fixtures or equipment of Lessee, same being the sole responsibility of the Lessee.

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

4.5: Lessor reserves the right to go upon the Premises from time to time to inspect the same, but agrees that such inspection shall be carried on in such a manner as not to interfere with continued peaceful possession thereof by the Lessee.

#### **ARTICLE V: COVENANTS OF LESSEES**

The Lessee for itself and its assigns, hereby covenants and agrees with the Lessor as follows, to wit:

5.1: To pay the rental when due and not to suffer to exist on the leased Premises any nuisance or any illegal or unlawful activity, nor suffer to exist thereon any condition which would adversely effect the fire insurance rates from those in effect upon the date hereof or which would tend to detract from the general neighborhood. Should the Lessee operate or maintain on the leased Premises any activity or condition which would cause an increase in the fire insurance rates from those in effect on the date hereof, Lessee shall, upon demand of the Lessor, reimburse Lessor to the full extent of such increase throughout the term of this Lease and any optional period exercised by Lessees'.

5.2: That it will not sublet the Premises nor assign this Lease to any other person, firm or corporation, without the prior written consent of the Lessor, which consent shall not be arbitrarily or unreasonably withheld.

5.3: That it will be responsible for any alterations or improvements made on the Premises with the consent of the Lessor, it being understood and agreed that no such alteration may be made without the consent of the Lessor, and shall cause to be paid all costs and expenses in connection therewith in a prompt and businesslike manner so as to protect and save harmless the Lessor and the leased Premises from claims or materialmen or mechanics. Lessee agrees that any such improvements permanently affixed to the leased Premises shall remain with the Premises and become the property of the Lessor at the termination of this Lease.

5.4: That as additional consideration for this Lease, it will timely pay all assessments for utilities consumed upon the Premises other than water to be provided by the Lessor, as well as all *ad valorem* taxes and assessments which may become due and owing on any of the leased property excepting the building itself, during the term of this Lease, and will present to the Lessor evidence of prompt payment thereof.

5.5: That it will, so long as this Lease be in full force and effect and including any optional term, keep and maintain on the leased Premises public liability insurance in such amounts as shall be required from time to time by the Lessor, and in such form as to protect the Lessor and the leased Premises from any claim for injury to person or damage to property upon the leased Premises and shall furnish to the Lessor a copy of the policy providing such coverage, together with evidence of prompt payment of all premiums due thereon. The Lessor and Lessee agree that the minimum amount of public liability

insurance shall be one million (\$1,000,000.00) dollars. The parties shall re-evaluate the amount of minimum coverage needed every five (5) years during the term of this lease. In the event a dispute arises over the amount of coverage needed, the Lessor's determination of the minimum coverage needed shall govern.

5.6: That at the expiration of this Lease or any extension thereof, it will return the leased Premises to the Lessor in as good condition as when received, excepting only reasonable wear and tear occasioned by everyday use and occupancy or damage or destruction by fire or other unavoidable casualty as hereinafter set forth. Lessee specifically agrees to promptly repair and replace any damage to the Premises occasioned by the negligence of the Lessee or its employees, agents or customers.

5.7: Should Lessor find it necessary to bring legal action to cure any default or breach of any covenant or condition hereof, including but not limited to the covenant to pay the rental as stated heretin, it is understood and agreed that the Lessor shall be entitled to an award of reasonable attorney fees, together with all court costs and expenses in connection with the enforcement of its claim.

#### **ARTICLE VI: MUTUAL COVENANTS**

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

6.1: If the Lessee shall breach any of the terms of this Lease or if it shall fail to pay the rental for any period in excess thirty (30) days, and if such default continues after ten (10) days written notice to cure the same, then in any such event the Lessor shall have the right to retake possession of the leased Premises immediately and all rights of possession of the Lessee shall end and the Lessor shall have the right to relet the Premises

under such terms and conditions as it may be able, the Lessee remaining responsible for any and all loss of rental suffered by Lessor by reason of a breach of this Agreement.

6.2: If the leased Premises or any portion thereof be hereafter acquired by public authority through eminent domain or condemnation and if such taking or condemnation be such as to materially affect the purpose for which the Premises are rented, including but not limited to the taking of more than thirty (30%) percent of the parking area adjacent to the building on the leased Premises, then the Lessor shall have the option to substitute such additional parking area as to restore the usefulness of the Premises to Lessee or if the Lessor be unable to restore or unwilling to do so, the Lessee shall have the right to revoke this Lease. It is specifically agreed however, that the Lessee shall have no claim to any award for condemnation received by Lessor, any damages suffered by the taking of the Premises by an condemning authority to be damage to the Lessor, only.

6.3: Bankruptcy, assignment for the benefit of creditors or receivership by the Lessee, voluntary or involuntary, shall constitute a breach of this Lease at the option of the Lessor, whereupon Lessor shall be entitled to retake possession of the Premises in the same manner as if Lessee had failed to pay the rental when due.

6.4: If the leased Premises be destroyed by fire or other unavoidable casualty which is not due to the negligence of the Lessee or their agents, employees or customers, so as to render the same untenable and unfit for use and occupancy by the Lessee for a period in excess of thirty (30) days, then at the option of either party this Lease may be rescinded and become of no further force and effect. Provided, however, if the Premises may be repaired and restored to usefulness within a reasonable time, then at the option of



the Lessor the Premises may be restored and this Lease preserved and the rental shall cease for such time as the Premises are untenable by the Lessees.

6.5: The parties agree that Lessee shall be allowed to use the lot behind the Tobacco Barn for exhibits, so as long as said use does not interfere with the operations of the Lessor. Lessee shall notify Lessor at least thirty (30) days prior to the date that Lessee intends to use the lot. Lessor shall respond within fifteen (15) days as to whether or not Lessee's use of the lot will interfere with Lessor's operations. Lessor shall have the right to require Lessee to stop using the lot upon forty-five (45) days written notice.

6.6: In the event Lessor stops using the basement of the Tobacco Barn, Lessor hereby grants Lessee first option to lease said basement. In the event that Lessee exercises said option, said lease of the basement shall be incorporated into the current lease.

6.7: Each of the parties acknowledges receipt of one copy of this Lease, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their heirs and assigns during the term herein created and is enforceable at law. The parties acknowledge their mailing addresses to be as noted beneath their signatures below and that all notices required under the terms hereof may be mailed to that address.

TO ALL OF WHICH the parties have heretofore agreed and in witness whereof,  
have hereunto placed their Hand and affixed their Seals this day and date first above  
written.

Signed, Sealed and Delivered  
in the presence of:

Opal O. Beeson

Stephanie Matheson

Opal O. Beeson

Stephanie Matheson

H. Frank Ables, Jr.

H. Frank Ables, Jr., Chair  
Oconee County Council, Lessor  
415 South Pine Street  
Walhalla, SC 29691

Patricia Embhardt

Heritage Center, Inc. Lessee  
P. O. Box 395  
Walhalla, SC 29691



AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 6, 2008  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Use of Pictometry to acquire Road Data Information in lieu of GIS Road Network Layer

**BACKGROUND OR HISTORY:**

A request for a GIS data layer to create a network for County Roads was approved in the FY 2007-2008 budget [012-711-82014-0]; the original product would only be able to be used by individuals using current GIS System. Purpose of the project would have been to collect all the county road attributes. This layer would be only of use for the users of the GIS system. Pictometry provides a free downloadable viewer, that allows all county offices to view the final product of critical importance and oblique imagery allows you to see all sides of a building. Pictometry integrates with New World System used by Emergency Dispatching and the new Assessor software system. In an Emergency situation the system will allow anyone to determine coordinates for any use. Economic Development will have a dynamic visual aid when talking to individuals about industrial properties.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Pictometry will re-fly, at no cost, any area that has sustained damage due to a natural disaster. Pictometry will allow us to lock in the current price, for a period of six [6] years, giving us the option to possibly do a re-flight to detect changes.

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

Does this request follow Procurement Ordinance #2001-15 guidelines?  Yes /  No [review #2001-15 on Procurement's website]

**YES, this is a request for sole source purchasing.**

If no, explain briefly:

**STAFF RECOMMENDATION:**

The following offices were contacted and agree that Pictometry would be of use to their departments: Economic Development, Delinquent Taxes, Assessors Office, Planning, Building Codes, Emergency Dispatch, Emergency Management, Narcotics, Sheriffs Office, Flood Management and HAZ-MAT.

**FINANCIAL IMPACT:**

The funds are available in line item [012-711-82014-0] [GIS Parcel Project - Network for Roads].

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

Are Matching Funds Available: Yes /  NO

If yes, who is matching and how much:

**ATTACHMENTS**

Submitted or Prepared By:  
Mark Washington  
Department Head/Elected Official

Approved for Submittal to Council:  
  
Date Surrett, County Administrator

**Reviewed By/ Initials:**

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

\_\_\_\_\_ Finance

\_\_\_\_\_ Grants

\_\_\_\_\_ Procurement

Submitted late -  
only partial ruw.  
no  
recommend  
present

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

## PICTOMETRY INTERNATIONAL CORP. SOLE SOURCE JUSTIFICATIONS

Pictometry International Corp. is the sole source and distributor for the Information System (Electronic Field Study) and Client Image Warehouse to be licensed to \_\_\_\_\_.

The Pictometric images and software are proprietary products produced in accordance with and therefore protected by United States Patent No. 5,247,356 and the copyright and trademark laws of the United States. The method of data capture is also unique to Pictometry International.

### A sample of Pictometry Sole Source Counties

County	State
Monroe.....	NY
Cayuga.....	NY
Niagara.....	NY
Ontario.....	NY
Tioga.....	NY
Seneca.....	NY
Genesee.....	NY
Allegany.....	NY
Eric.....	NY
Lec.....	FL
Orange.....	CA
Arlington.....	VA
San Francisco..	CA
San Bernardino..	CA
Stafford.....	VA
Merrimack.....	MA



10/17/08

Dear Oconee County, SC;

Per our discussion, below is additional information concerning Pictometry's visual information system and why it is unique.

Pictometry International is the only vendor providing geo-registered oblique digitally collected imagery in the United States. The Pictometry International Oblique Aerial Digital Imagery database and software products are proprietary products in accordance with and therefore protected by **United States Patent No. 5,247,356** and the copyright and trademark laws of the United States. The method of data capture is also unique to Pictometry International.

Pictometry International developed a unique patented system, which is not available from any other aerial imagery company in the United States or Canada. Several clients did research of all aerial imagery products currently produced in the United States and Canada through a combination of professional magazines, web search, and phone inquiries. No other patented technologies were found to produce geo-registered oblique imagery. There are alternative methods (based on collecting ortho aerial imagery), which try to produce "quasi-oblique" pictures but results are generally considered to be substandard.

We hope this better defines the unique aspects of our services. On the next page you will find our justification paragraph and a list of some counties that used this sole source justification. If you have any additional questions please contact me.

Sincerely,

Michael J. Neary  
Sr. VP Administration

Pictometry International Corp.  
100 Town Centre Drive - Suite A - Rochester, New York 14623 - Toll Free: 888-771-9714 - Local: 585-486-0093 - Fax: 585-486-0098  
E-mail: [info@pictometry.com](mailto:info@pictometry.com)

05312008

Pictometry looks forward to working with Oconee County.

IF there are any questions on any part of the enclosed paperwork, feel free to contact Erin Ford at 704-341-9126 or for legal questions, you may call Carol DeVico at 585-483-0091 ext. 277.

Below is a checklist of what needs to be completed:

### **Checklist / Instructions**

#### **For Submitting Pictometry License Agreement and Schedules A, B, C, D .**

1. Fill out your address on page 1 of License Agreement. Fill in information on page 3 of License agreement and have page 4 signed and dated.  
 Complete
  
2. Initial the bottom of pages 1-4 on Schedule A.  
Enter desired projection on page 1 of Schedule A  
Enter desired DEMs to be used on page 2 of Schedule A  
 Complete
  
3. Sign Schedule B  
 Complete
  
4. Initial and attach Schedules C and D (Sector Map) and mail originals to address below:  
 Complete
  
4. Fill out 911 Integration order form  
 Complete
  
5. Fill out P911 Grant form (this is to cover the charge from Pictometry for the interface, New World Systems may charge separately)  
 Complete
  
6. Fill out ArcIMS order form  
 Complete



**7. Ship to:**

**Carol DeVico**

**Pictometry International**

**100 Town Centre Dr**

**Rochester NY 14623**

**Phone: (585) 486-0093 x277** (Contact Carol if any questions regarding Agreement)

Or have ready for Erin Ford is there on November 6.

**PICTOMETRY INTERNATIONAL CORP.  
GENERAL LICENSE TERMS AND CONDITIONS**

THIS AGREEMENT is made as of the date set forth below (the "Effective Date") by and between Pictometry International, Corp., a Delaware corporation with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 ("Pictometry"), and \_\_\_\_\_ with offices located at \_\_\_\_\_ (the "Licensee").

Intending to be legally bound, Pictometry and the Licensee (each a "party") hereby agree:

**1. ARTICLE - DEFINITIONS** for purposes of this Agreement:

- 1.1 "Pictometric Licensed Images" ("Licensed Images") means orthogonal and oblique digital images of portions of the earth's surface, captured from airborne platforms using Pictometry's patented and proprietary hardware and software capture system.
- 1.2 "Community Images" ("CI") means a set of views, each covering an entire Image Sector. One view from directly overhead and other views from different oblique angles.
- 1.3 "Neighborhood Images" ("NI") means a set of overlapping, orthogonal and oblique views blanketing the entire sector, providing for a higher degree of detail than Community Images.
- 1.4 "Image Sector" means a portion of an image collection project and defined as approximately one square mile in area.
- 1.5 "Geographic MetaData" ("Metadata") means data supplied by Pictometry that is captured from airborne platforms using Pictometry's patented and proprietary hardware and software capture system.
- 1.6 "Electronic Field Study" ("EFS") means a proprietary software and file structure package that allows for the display, navigation, measurement, annotation and analysis of Pictometric Licensed Images.
- 1.7 "Pictometry Licensed Software" ("Licensed Software") means any proprietary software provided by Pictometry. This includes, but is not limited to, programs such as EFS and Change Analysis and program modules such as 911 or GIS integration / interfaces.
- 1.8 "Image Warehouse" ("IW") means a hierarchical storage system of Pictometric Images, as well as data and elevation models, that allows fast, random access by geo-location.
- 1.9 "Digital Elevation Model" ("DEM") means a general definition for a file containing ground elevation data. This may be a digital elevation model, a digital terrain model, or a reflective surface model and is meant to encompass all means of production, including LIDAR and stereo pairs.
- 1.10 "Licensed Documentation" ("Documentation") means written and/or electronic materials containing instructions and other information related to the use of the Licensed Images and the Licensed Software.

**2. ARTICLE - GENERAL.**

- 2.1 **Licensed Products.** This Agreement pertains to the particular Images described in Schedule A and attached to this Agreement (the "Licensed Images"), the particular copies of the Software listed in Schedule A (the "Licensed Software"), the associated Metadata (the "Licensed Metadata"), and the DEM described in Schedule A attached to this Agreement (the "Licensed DEM"), all of which, along with the Documentation, are together referred to as the "Licensed Products." The terms and conditions of this Agreement may also apply to other products or services that may from time to time be licensed from Pictometry by the Licensee.
- 2.2 **System Installation.** Pictometry shall install a copy of the Licensed Products on storage media either provided by Licensee or purchased from Pictometry, as specified in Schedule A. With the assistance of Pictometry, the Licensee will install the Licensed Products from that media onto computers, including server computers. The Licensee will be responsible for assuring that the computer system being used for these purposes will satisfy the minimum system requirements set forth on Schedule A. Licensee and its Authorized Subdivisions (as provided in Section 2.3) may use and execute the Licensed Software for official purposes only.
- 2.3 **Licensee May Authorize Subdivisions and Users.** The Licensee may authorize any department, sub unit, or location within the Licensee (hereinafter "Authorized Subdivisions") to have the Licensed Products installed on computers owned (or leased) and used by those Authorized Subdivisions. The installation of the Licensed Imagery and EFS, and the training of the Licensee and Authorized Subdivision Personnel ("Authorized Users"), may be performed only by Pictometry or by the Licensee's employees who have received special training from Pictometry. All Authorized Subdivisions and Authorized Users shall operate under this Agreement as agents of the Licensee and comply with all obligations of Licensee with respect to the use and distribution of the Licensed Products, and Pictometry may look to the Licensee alone for assuring compliance with the terms and conditions of this Agreement. Licensee agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products (other than as described in Article 3.1 of this Agreement); (b) that it will not allow access to any of the Licensed Software except through Licensee and Authorized Subdivisions workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.

**3. ARTICLE - GRANT OF LICENSE**

- 3.1 **License Grant, Uses and Certain Fees.** In consideration for the payment of the License Fees provided for in Article 4 below, and subject to the other terms and conditions of this Agreement, Pictometry hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, nontransferable, limited license (the "License") for the following:
  - (a) **Installation.** To install the Image Warehouse on servers and install related Licensed Products on workstations, all of which shall be owned (or leased) by, shall be located on the owned or leased property of, shall be under the control of, and shall be used only by the Licensee or by Authorized Subdivisions. None of the Licensed Products (except Licensed Images) shall be accessed except through such designated servers and workstations.
  - (b) **Documentation.** To copy and use the related Documentation included in the Licensed Products in connection with the activities described in this Section 3.1.
  - (c) **Uses.** Through Authorized Users only, to use and operate the Licensed Software on those designated servers and workstations in the conduct of the public business of the Licensee, or of the Authorized Subdivisions, and to use the Licensed Products in the following activities (and no others):
    - (i) **For Internal Business.** To use and execute the Licensed Products for internal pursuit of its or their public responsibilities.

- (2) **For Persons Doing Business With Licensee ("Project Participants").** Under the supervision of Authorized Users, allow representatives of persons doing business with the Licensee or an Authorized Subdivision on Licensee Projects (defined below) to use and execute the Licensed Software at the Licensee's or Authorized Subdivisions' facilities only. For these purposes, "Licensee Projects" shall mean any plan or effort, tangible or intangible, such as construction, real estate disposition, facilities management, environmental studies, or public information brochures or notices used or to be used by the Licensee or an Authorized Subdivision in pursuit of its public responsibilities. The Licensee or Authorized Subdivisions shall cause each Project Participant to agree to use the hard copies (or jpg copies) of Licensed Images solely in connection with the Licensee's or Authorized Subdivision's Project.
- (3) **For Public Use.** Through Authorized Users only, to use and execute the Licensed Software solely for the purpose of making hard copies and/or digital copies of Licensed Images for persons desiring them (which copies may contain annotations of information stored in the Licensed Software and related to the property shown). Reproductions of individual (or limited quantities of) Licensed Images using the Licensed Software, or reproduction or copying of the Licensed Images in any form by any other means by Licensee or an Authorized Subdivision thereof, shall be permitted for distribution to Licensee's or Subdivision's constituency. Licensee may charge reproduction fees or no fees to the persons or entities receiving the Images.

**3.2 Limitations on License.** Licensee agrees: (a) that nothing under this Agreement authorizes it to engage in any service bureau work, to exercise or provide any multiple-user license, or to enter into any time-sharing arrangement, except as expressly authorized with respect to Authorized Subdivisions, (b) that Licensee will not authorize or allow any remote access, by any unauthorized persons, to the Licensed Products except as expressly provided in this Agreement for Licensee and Authorized Subdivisions workstations, (c) that Pictometry shall not be obligated to revise, improve, or otherwise change the Licensed Software in any way, (d) that the Licensee is responsible for selecting Authorized Users who are qualified to operate the Licensed Products on licensee workstations and are familiar with the Licensed Products and trained as provided in Section 2.3, (e) that the Licensee and its Authorized Subdivision may not copy, download, store, publish, transmit, transfer, sell, or otherwise install or use the Licensed Products (except for Licensed Images) in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with Pictometry's prior written permission, or (iii) to the extent not expressly prohibited by this Agreement, as allowed under the fair use provision of the Copyright Act (17 U.S.C. § 107). Licensee agrees that it will deliver to all recipients of any hard copies, and to any other persons who may have access to any of the Images, all such disclaimers and other information so as to assist those persons in understanding the limitations on the accuracy of the information developed through the Licensed Products. For purposes of this Agreement, service bureau work shall be deemed to include, without limitation, use of the Licensed Products to process or to generate output data for the benefit of or for purposes of, rendering services to, any third party over the Internet or other public communications medium.

**3.3 Pictometry's Reserved Rights.** Pictometry reserves the right, at its sole discretion and without liability to Licensee, to create new versions of, or modules, with additional functionality for any part of the Licensed Products, which may be acquired on a nonexclusive basis by Licensee under a separate agreement. Pictometry may, in addition, produce upgrades to enhance operations of the Licensed Products, which will be supplied without additional cost to Licensee during the initial term of this License Agreement.

#### **4. ARTICLE - LICENSE FEES**

**4.1 License Fees.** In consideration for the License, and subject to the other terms and conditions of this Agreement, the Licensee hereby agrees to pay to Pictometry the fees described on Schedule A (altogether the "License Fees") and payment shall be made as provided in Schedule A. Any tax, including sales tax, is in addition to the License Fees and is the responsibility of the Licensee unless documentation of tax exemption is provided to Pictometry. All License Fees shall be earned on the date Licensed Products are shipped. For the convenience of the Licensee, the payment of these fees may be spread over the initial term of this Agreement as provided on the attached Schedule A.

#### **5. ARTICLE - OBLIGATIONS OF LICENSEE**

**5.1 Geographic Data.** If available, Licensee agrees to provide to Pictometry geographic data in industry standard format, shape, DBF, etc., including digital elevation models, street centerline maps, tax parcel maps, centroids, etc., which data, to the extent practicable, shall be incorporated into the Image Library licensed to the Licensee. Licensee agrees that any of this data that is owned by the Licensee, may be distributed by Pictometry with the Image Library that is used in the Pictometry On-Line product and in licensing the Image Library to other licensees. At no time shall Pictometry claim ownership of that data.

**5.2 Notification.** Licensee will: (a) notify Pictometry in writing of any claim or proceeding involving any of the Licensed Products within ten (10) days after Licensee learns of the claim or proceeding; and (b) report promptly to Pictometry all claimed or suspected defects in any Licensed Product.

#### **6. ARTICLE - ASSIGNMENT**

**6.1 General.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns, but shall not be assignable by either party except as provided in Sections 6.2 and 6.3 below.

**6.2 Assignment By Licensee.** This Agreement will not be assignable by Licensee, and Licensee may not delegate its duties hereunder without the prior written consent of Pictometry.

**6.3 Assignment By Pictometry.** Pictometry shall have the right to assign its rights to receive License Fees under this Agreement, but no such assignment shall affect Pictometry's obligations hereunder. In addition, Pictometry shall have the right to assign all its rights to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement. Except as provided above in this Section 6.3, this Agreement will not be assignable by Pictometry.

#### **7. ARTICLE - DURATION AND TERMINATION OF LICENSE**

**7.1 Initial Term.** The initial term of this Agreement shall commence upon the shipment of substantially all of the Image Warehouse and the initial term shall expire as indicated on Schedule A, unless the parties enter into a written agreement extending that initial term. At the end of that initial term of this Agreement, and after all License Fees for the initial term have been paid, this License shall automatically convert to a royalty-free, perpetual license and Pictometry shall allow the Licensee to keep, use, and operate the Licensed Products forever. Licensee will be responsible for ongoing support/maintenance/upgrade fees for this Perpetual License unless the Licensee has renewed this License for additional Image Libraries. Under the Perpetual License, Licensee's obligations under this agreement shall continue in perpetuity except for its obligations to pay License Fees. Pictometry shall have no obligations under this Agreement except for those with regard to the additional Support, Upgrades and Maintenance for their Licensed Software. If Licensee renews this License Agreement for an additional term, all support, upgrades and maintenance on Licensed Products under a perpetual license shall be provided at no charge to Licensee during the term of the renewal. Effective as of the expiration of the initial term as provided in Schedule A, Licensee will no longer be able to add images to the



existing Image Library unless a renewal occurs.

- 7.2 **Termination for Cause.** This Agreement may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this Agreement, and if that other party has failed to cure that failure or breach within thirty (30) days after receipt of written notice thereof from the other party.
- 7.3 **Effect of Termination.** Upon termination of this Agreement as provided in Section 7.2 above, Licensee shall immediately cease any and all further use of the Licensed Products and shall promptly purge all copies of the Licensed Products from all computers and workstations on which any of them may be stored or available at the time. Within thirty (30) days of the date of termination of this Agreement, Licensee shall also pay Pictometry all amounts, if any, due hereunder. The provisions of Articles 6, 7, 8, 9 and 10 of this Agreement shall survive any termination of this Agreement.

## 8. ARTICLE - INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

- 8.1 **Licensed Products.** The parties acknowledge and agree that Pictometry shall have and retain sole and exclusive ownership and all right, title, and interest in and to any Licensed Images, Licensed Metadata, Licensed Software, Licensed DEM and Licensed Documentation provided under this Agreement and all copyrights, patents, trademarks, trade names, logos, trade secrets, and other proprietary rights in or associated with each of the Licensed Products (altogether the "Proprietary Rights"). Licensee agrees; (a) that it will never assert or claim any interest in, or do anything that may adversely affect the validity of, or infringe on, or affect Pictometry's right, title, and interest in, any Proprietary Right, and (b) that it will use reasonable efforts to protect the Proprietary Rights, including placing or maintaining all copyright, patent, and other notices and other indications of Pictometry's ownership thereof on all Licensed Products and on all copies of Licensed Images and all other property of Pictometry when instructed by Pictometry, and (c) that it will notify Pictometry promptly after learning about any actual or suspected breach of any Proprietary Rights.
- 8.2 **Use of Pictometry's Marks.** Licensee agrees not to attach any additional trademarks, trade names, logos or designations to any Licensed Products or to any copies of any of the Licensed Images without prior written approval from Pictometry. Licensee may, however, include a Licensee seal and Licensee's contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. Licensee further agrees that Licensee will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Pictometry Licensed Images and the other Pictometry Licensed Products. Licensee's nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations is coterminous with this Agreement.
- 8.3 **Electronic and Other Publishing.** Except as provided in Article 3.1 of this Agreement, Licensee is specifically prohibited from publishing any Licensed Products (other than Licensed Images) in any way, whether separately or as part of any other publication. For these purposes, publishing includes, making available on the Internet or World Wide Web or any other general access electronic network, method or medium.
- 8.4 **Confidentiality of Licensed Products.** The Licensed Products are commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Licensed Products are treated by Pictometry as confidential and contain substantial trade secrets of Pictometry. Licensee agrees that it will not disclose, provide a copy of, or disseminate the Licensed Products (other than Licensed Images) or any part thereof to any person who does not need to obtain access thereto consistent with Licensee's rights and obligations under this Agreement. Licensee agrees to use its best efforts to assure (a) that all its personnel, and any others afforded access to the Licensed Products, will protect the Products against unauthorized use, disclosure, copying, and dissemination, and (b) that access to the Licensed Products and each part thereof will be strictly limited. Licensee understands that Pictometry does not disclose source code and Licensee agrees that it will take all reasonable actions to assure that persons who might access the Licensed Software will not "unlock" or "reverse engineer" any part of the Licensed Software so as to find or uncover the source code or other trade secrets included therein.

## 9. ARTICLE - LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; LIMITED REMEDIES

- 9.1 **Limited Warranties.** Pictometry warrants that the Licensed Images and the Licensed Products installed by Pictometry on any Authorized Workstation supplied by Licensee pursuant to this Agreement will be true and usable copies as of the date of capture. Upon notice to Pictometry of any breach of that warranty, Pictometry will use its reasonable efforts to correct the problem so as to allow the Licensed Products to produce Images and related data that are usable for the general purposes intended. The foregoing warranty is the sole and exclusive warranty that Pictometry makes with respect to the Licensed Products, and the remedy set forth above is the sole and exclusive remedy for breach of that warranty.
- 9.2 **Disclaimer of Other Warranties.** Except as provided in Section 9.1 above, EACH OF THE LICENSED PRODUCTS IS PROVIDED TO LICENSEE "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 9.3 **Limitations and Exclusions of Remedies.** The remedy set forth in Section 9.1 is the sole and exclusive remedy provided for breach of the warranty given. With respect to any other claims that Licensee may have at any time against Pictometry on any matter relating to this Agreement, or the installation, operation, design, distribution, or use of the Licensed Products, the total liability of Pictometry shall in the aggregate be limited to the aggregate amounts of money that Licensee has paid to Pictometry under this Agreement. In addition, because of scheduling and other considerations in preparing current Licensed Images, Pictometry cannot assure delivery of the Licensed Products on a specified delivery date, and Pictometry shall not be liable for any such late delivery except in a case of its gross negligence or willful misconduct. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS, OR IMAGES (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR BY ITS CUSTOMERS OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.4 **Imagery Specifications.** Ground Sample Distance ("GSD") may be affected by Air Traffic Control or terrain restrictions. Images shall have an unobstructed view of the ground. In controlled airspace around airports (and other areas) and in areas of rapid elevation changes, the image footprint sizes and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Pictometry's Orthogonal images provide the coordinate accuracy fulfilling most planimetric requirements. Pictometry data, however, are not intended for authoritative or definitive mapping or surveying replacement. If there is a need for authoritative mapping products,

additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery.

**10. ARTICLE - GENERAL**

- 10.1 **Entire Agreement.** This Agreement, which includes the attached Schedules, contains the entire agreement between the parties and supersedes all written or oral agreements, descriptions, representations, and understandings with respect to the subject matter hereof. Where differences occur between the main body of the Agreement and the attached Schedules, the Schedules shall supersede the Agreement. Licensee acknowledges that it is not entering into this Agreement on the basis of any representations not expressly contained herein. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party.
- 10.2 **Rights of Others.** This Agreement is solely intended to provide rights to and be enforceable by Pictometry and Licensee (including its Authorized Subdivisions). No other person shall acquire or enforce any rights or any representations or warranties given under this Agreement.
- 10.3 **Waiver.** The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- 10.4 **Notices.** All notices and demands hereunder shall be in writing and shall be delivered by personal service, mail, courier service, or confirmed facsimile transmission at the address of the receiving party set forth below (or at such different address as may be designated by one party by written notice to the other). All notices or demands by mail shall be sent by certified or registered United States mail, return receipt requested, and all notices and demands shall be deemed complete upon receipt.

**If to Licensee:**

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**If to Pictometry:**

Company: Pictometry International, Corp.  
Address: 100 Town Centre Drive, Suite A  
Rochester, NY 14623  
Attention: Michael J. Neary  
Email: [mike.neary@pictometry.com](mailto:mike.neary@pictometry.com)  
Phone: (585) 486-0093 Fax: (585) 486-0098

- 10.5 **Export Control.** Licensee agrees to comply fully with the export laws and regulations of the United States Government with respect to the Licensed Products supplied by Pictometry. Accordingly, Licensee agrees that all technical data, software, or other information or assistance (other than publicly available information) furnished by Pictometry, and any product thereof, shall not be re-exported by Licensee, or its authorized transferees, if any, directly or indirectly from the United States unless explicitly permitted by U.S. export control laws and regulations. These obligations of the Licensee shall survive any satisfaction, termination, or discharge of this Agreement.
- 10.6 **Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
- 10.7 **Force Majeure.** Pictometry shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer the delivery of Licensed Products for a period equal to the time of the delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the latest of the signature dates specified below.

**PICTOMETRY INTERNATIONAL, Corp.**

**Licensee Name:** \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 100 Town Centre Drive, Suite A

Address: \_\_\_\_\_

Rochester, NY 14623

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

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

**Attachments:**

Schedule A: Description of Licensed Products - **Must be initialed by Licensee**

Schedule B: EAP - Economic Alliance Partnership

Schedule C: Imagery Specifications (if attached)

Schedule D: Sectorized Map - **Must be initialed by Licensee**

NOTE: "Notices" information must be entered in Article 10.4 of this Agreement.

SCHEDULE "A"

1. The following products shall be delivered to Oconee County, South Carolina ("Licensee") by Pictometry International Corp.:

A. Licensed Images procured with a minimum of an 11 megapixel camera (as listed below and also portrayed on the attached Schedule D – Sectorized Map):

- 1) **PREMIER Two Way Community Package (C3)** covering 733 sectors of the Licensee as indicated on the attached map. Premier Community Images are nominal 12" GSD. Each sector will have approximately:
  - a. 8 Ortho-rectified images, one 12" ortho mosaic tile, one 1 meter mosaic sector tile, one 12" inch standard area-wide mosaic (area-wide mosaic in MRSID format) covering the sectors shown below.
  - b. 4 Oblique images and 4 additional Oblique images taken from the opposite direction.

PREMIER Community Images (C3) to be taken when there is less than 30% leaf cover.

PREMIER COMMUNITY Image Price	\$ 37.50 per sector per year
Less 40% EAP Discount	\$ 15.00
	\$ 22.50 @ 733 Sectors = \$16,492.50 per year

- 2) **PREMIER Four Way Neighborhood Images (N5)** covering 312 sectors of the Licensee as indicated on the attached map. Premier Neighborhood Images are nominal 6" GSD. Each sector will have approximately:
  - a. 36 Ortho-rectified images one 6" ortho mosaic tile, one 1 meter mosaic sector tile, one 6" inch standard area-wide mosaic (area-wide mosaic in MRSID format) covering the sectors shown below
  - b. 52 Oblique images from four perpendicular directions

PREMIER Neighborhood Images will be taken when there is less than 30% leaf cover

PREMIER NEIGHBORHOOD Image Price	\$ 292.00 per sector per year
Less 40% EAP Discount	\$ 117.00
	\$ 175.00 @ 312 Sectors = \$54,600.00 per year

- 3) Mosaic files will be delivered in State Plane Nad83 feet (5% overlap, separate trailers, world files, JPG) unless specified otherwise: \_\_\_\_\_ (enter projection)

- 4) ArcIMS Integration. Includes software, scripts and one (1) additional hour of support for the integration. **Order Form/Deployment Notice must be attached.**

Integration for 1 Servers @ \$595 per server = \$595.00

- 5) Modules to allow EFS to interface with E-911 systems (note: this fee allows the interface but does not cover the actual integration. E911 service provider will handle the integration and may charge additional dollars for this service)

Unlimited Seat Licenses in one (1) PSAP @ \$1000/seat minus 25% discount = \$5,000.00

(Cap of \$5,000 for unlimited seats in one PSAP or a cap of \$15,000 for unlimited seats in all PSAPs)

- 6) Image Library Compression: A copy of Image Library which has been compressed. Library Compression is priced at \$2500 for 1- 50,000 images, \$2500 for each additional 50,000 images or part thereof. Pictometry shall contact Licensee for compression size and means of delivery.

1 Library Compression(s) @ \$2,500.00

- 7) Images are to be delivered with an image size of approximately 4-8 MB.

B. US Census Bureau TIGER line files of County or a base map supplied by Licensee.

C. DEMS (Digital Elevation Models) – check one:

- U.S.G.S Digital Elevation Models (DEMs) (provided by Pictometry)  
 DEMs in \_\_\_\_\_ format (provided by Licensee).  
Licensee DEMs must be provided to Pictometry within 30 days of signing this agreement, or a re-processing fee may be charged.

2. Documentation: Pictometry International Corp. shall furnish 1 digital copy of the Licensed Documentation for the Licensed Software.
3. Training: Pictometry International Corp. shall conduct two (2) End User orientation sessions, of up to 25 people per training session, for employees of the Licensee or Authorized Subdivisions thereof at the Licensee's site. In addition there will be one (1) Advanced User technical training for one group of up to 10 people using Licensee computers.
4. Telephone Support: Pictometry shall provide telephone support to the people who have completed the Advanced User Technical Training and who are individually identified by Licensee.
5. Licensed Software: Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software free of charge for a period of two years from the date of shipping, along with a copy of the updated documentation.
6. Annual License Fee of Seventy-one thousand and ninety-two Dollars and fifty-cents (\$ 71,092.50)
  - This is the Annual License Fee for the Licensed Images, Licensed Software, Licensed Documentation and support.
  - The initial duration of the License is two (2) years at the above Annual License Fee.
  - At the end of this two (2) year term, Licensee is granted a Perpetual License for all Licensed Images and Licensed Software at no additional cost.
  - At the end of this License Term, Support and Upgrades for Licensed Software shall be continued by:
    - o Entering into a new license for new images, or
    - o Paying an annual Support and Maintenance Fee of 5% of the Annual License Fee shown above.
  - Pictometry Economic Alliance Partnership (EAP) – Licensee shall be eligible for the Pictometry Economic Alliance Partnership as outlined on Schedule B.
  - The annual cost of the Images is fixed for a period of one (1) year from the date of this License Agreement.
7. Storage Media. Delivery media will be a 900 GB storage purchased from Pictometry at a cost of \$710.00. Licensee will make available on Licensee Server enough disk storage space to accommodate the Licensed Products. This is estimated to be 430GB in a NTFS file system (size may vary in other file systems). Licensee will also provide a 100 Mb/s network link to the server. On delivery, the Licensed Images and Licensed Software shall be copied to the Licensee server via the network connection.
8. Total Cost: The Total Cost of this License Agreement is One-hundred and forty-five thousand nine-hundred and ninety Dollars (\$145,990.00) broken down as follows:

**First Year**

Annual License Fee	\$71,092.50
Delivery Media	\$710.00
ArchiMS Fee (1 servers)	\$ 595.00
E311 Fee (Unlimited seats in 1 PSAP)	\$5,000.00
P911 Grant	-\$5,000.00
Library Compression	\$2,500.00
<b>First Year Total</b>	<b><u>\$74,897.50</u></b>



Second Year

Annual License Fee

\$71,092.50

**Second Year Total**

**\$71,092.50**

10. Taxes: All License Fees or other prices listed in this Agreement are exclusive of Federal, State and Local taxes. Licensee will be responsible for any taxes due under this License Agreement, including sales tax, unless a tax exempt certificate is submitted to Pictometry.
11. Payment: The Licensee shall remit to Pictometry International, Corp. twenty-five percent (25%) of the First Year Total Fee upon the completion of the flight and the balance of the First Year Total Fee within 30 days of shipment of all Licensed Software and Images, as specified in this Schedule A. All shipping efforts by Pictometry International Corp. shall be coordinated with the Licensee. Payment of the Second Year Total Fee shall be due on the one-year anniversary of this shipping date. It is understood that the payment schedule is for the convenience of the Licensee. All monies are considered earned upon shipment of the image Library. Fees past due for 30 days shall be charged a late fee of 1.5% per month.

*Payment Breakdown:*

Down payment due upon completion of flight = \$21,578.13

Amount Due on Image Library Shipment= \$53,319.37

Amount due on one-year anniversary of Shipment = \$71,092.50

12. Delivery Schedule: The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.
13. Recommended Minimum System Requirements for Electronic Field Study: A Pentium III with a 450 MHz processor, 256MB memory minimum 512MB+ recommended, Windows 2000/XP, a video card with 4 MB memory capable of 1024 x 768 resolution, display color of 24bit or higher, 100MB NIC and 50MB free disk space for software.
14. Training and Support Services: Additional training and support services are available to Licensee at the then prevailing prices.

## SCHEDULE "B"

### Pictometry Economic Alliance Partnership

(EAP benefits apply to the initial term of the License Agreement as noted on Schedule A)

#### 1. Benefits

**A. Imagery** – with Pictometry's EAP program the Licensee shall keep its imagery forever, the EFS Software and Image License becomes perpetual at the end of the term of the License Agreement.

- **Ortho Imagery** – With the purchase of Pictometry Oblique Imagery, Licensee receives Ortho Imagery at no additional charge
- **Ortho Mosaic Imagery** – With the purchase of Pictometry Oblique Imagery, Licensee receives Ortho Mosaics at no additional charge, including an area-wide Mosaic of all imagery captured.

**B. Disaster Coverage at No Additional Charge** – Pictometry's proven background in rapid response image capture, processing, and delivery is unmatched, Cities, Counties and States can benefit from Pictometry's expertise. Pictometry will image affected areas of Federally Declared Disasters caused by Hurricanes, populated areas affected by fires, terrorist attacks, Tsunami and Earthquakes (up to 200 sq miles of affected areas) at no charge. Affected areas are determined by Pictometry and Pictometry will work with county and state governmental licensees and request their additional input regarding their needs. Note: There is no wait for a Federal Declaration under the following circumstances:

- **Hurricane Coverage at No Cost** – Pictometry will capture and quickly deliver imagery of affected areas of Category II hurricanes and above to your city, county or state at no additional expense. Coverage for hurricanes below this category may be arranged at reduced EAP rates.
- **Tornado Coverage at No Cost** – Pictometry will capture and quickly deliver imagery of areas impacted by Tornadoes with ratings of EF4 and above to your city, county or state at no additional cost. Coverage, for tornadoes below EF4, may be arranged at reduced EAP rates.
- **Terrorist Coverage at No Cost** – Pictometry will capture and quickly deliver imagery of damage due to terrorist attack for up to 200 square miles at no additional cost.

**Software – Use of Pictometry Change Analysis™ or Web Deployment of Disaster Imagery** –

Pictometry's Rapid Response Program includes the use of our ready-to-use, unique Change Analysis software for ninety days. The powerful Change Analysis software simultaneously compares pre and post disaster images to make recovery and restoration efforts more effective and efficient. Pictometry Web Deployment of disaster imagery may also be available at no charge for ninety days.

**C. Enterprise-wide Infrared Software at No Additional Charge** – Pictometry will provide Eco-View™, an easy-to-use Infra-Red Software solution, at no additional charge when you purchase Pictometry's Near Infra-Red imagery.

**D. Software Installation and Maintenance Costs** - During the initial term of the Pictometry License Agreement, Pictometry shall provide Licensed Software to Licensee with no charge for upgrades, maintenance or support under License's EAP. At the end of the term of the Software License Agreement, the license for software and imagery becomes perpetual. Support for the Perpetual Licensed Software may be continued at no charge with the signing of a License Agreement with EAP Program for another Image Library.

**E. Marketing** – Pictometry will market your GIS Layer data to Pictometry's many business partners only upon your written request. Revenue derived from this sale shall be split 50/50 between Licensee and Pictometry.

**SCHEDULE "C"**  
**Digital Imagery Specifications**

**Dimensions and Resolution:**

All values are approximates based on target height-over-ground. The actual values vary due to elevation changes.

**Individual Images:**

**Premier Community Images**

**C5 Oblique (Nominal 12 Inch)**

*Footprint:*

Front Line: 3,700 feet (1128 meters)  
Back Line: 5,100 feet (1554 meters)  
Front to Back: 4,600 feet (1402 meters)

*Ground Sample Distance:*

Front Line: 0.9 feet/pixel (0.27 meters/pixel)  
Middle Line: 1.1 feet/pixel (0.34 meters/pixel)  
Back Line: 1.3 feet/pixel (0.40 meters/pixel)

**C5 Orthogonal (Nominal 12 Inch)**

*Footprint:* 3,600 x 2,400 feet (1097 x 731 meters)

*Ground Sample Distance:* 0.9 feet/pixel (0.27 meters/pixel)

**Premier Community Images**

**C3 Oblique (Nominal 12 Inch)**

*Footprint:*

Front Line: 3,100 feet (975 meters)  
Back Line: 6,300 feet (1524 meters)  
Front to Back: 6,100 feet (1311 meters)

*Ground Sample Distance:*

Front Line: 1.0 feet/pixel (0.24 meters/pixel)  
Middle Line: 1.3 feet/pixel (0.30 meters/pixel)  
Back Line: 2.0 feet/pixel (0.38 meters/pixel)

**C3 Orthogonal (Nominal 12 Inch)**

*Footprint:* 4,000 x 2,700 feet (1219 x 823 meters)

*Ground Sample Distance:* 1.0 feet/pixel (0.31 meters/pixel)

**Elite Community Images**

**Oblique (Nominal 8 Inch)**

*Footprint:*

Front Line: 3,000 feet (915 meters)  
Back Line: 6,000 feet (1830 meters)  
Front to Back: 4,700 feet (1,433 meters)

*Ground Sample Distance:*

Front Line: 0.8 feet/pixel (0.24 meters/pixel)  
Middle Line: 1.0 feet/pixel (0.30 meters/pixel)  
Back Line: 1.5 feet/pixel (0.46 meters/pixel)

**Orthogonal (Nominal 8 Inch)**

*Footprint:* 2,600 x 1,700 feet (793 x 518 meters)

*Ground Sample Distance:* 0.6 feet/pixel (0.18 meters/pixel)

## Premier Neighborhood Images

### Oblique (Nominal 6 Inch)

*Footprint:*

Front Line: 2,500 feet (762 meters)  
Back Line: 4000 feet (1,220 meters)  
Front to Back: 3400 feet (1037 meters)

*Ground Sample Distance:*

Front Line: 0.6 feet/pixel (0.18 meters/pixel)  
Middle Line: 0.8 feet/pixel (0.24 meters/pixel)  
Back Line: 1.0 feet/pixel (0.30 meters/pixel)

### Orthogonal (Nominal 6 Inch)

*Footprint:*

2,000 x 1,330 feet (610 x 405 meters)

*Ground Sample Distance:*

0.5 feet/pixel (0.15 meters/pixel)

## Elite Neighborhood Images

### Oblique (Nominal 4 Inch)

*Footprint:*

Front Line: 1,400 feet (427 meters)  
Back Line: 2,000 feet (610 meters)  
Front to Back: 1,800 feet (549 meters)

*Ground Sample Distance:*

Front Line: 0.35 feet/pixel (0.11 meters/pixel)  
Middle Line: 0.41 feet/pixel (0.12 meters/pixel)  
Back Line: 0.49 feet/pixel (0.15 meters/pixel)

### Ortho (Nominal 4 Inch)

*Footprint:*

1,385 x 923 feet (422 x 281 meters)

*Ground Sample Distance:*

0.35 feet/pixel (0.11 meters/pixel)

## Sector Tiles:

### One-Meter Sector Tiles

*Footprint:*

5,280 x 5,280 feet (1,609 x 1,609 meters)

*Pixel Size:*

3.28 feet/pixel (1.0 meters/pixel)

*Source Imagery:*

Community Orthogonal (12 and 9 inch) and/or Neighborhood Orthogonal (Premier and Standard)

*Radiometry:*

Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.

*File Size (Approx.):*

8,000 KB (TIFF format)

### One-Foot Sector Tiles

*Footprint:*

2,640 x 2,640 feet (805 x 805 meters)

*Pixel Size:*

1.0 feet/pixel (0.3048 meters/pixel)

*Source Imagery:*

Community Orthogonal (12 and 9 inch) and/or Neighborhood Orthogonal (Premier and Standard)

*Radiometry:*

Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.

*File Size (Approx.):*

20,900 KB (TIFF format)

### Six-Inch Quarter Sector Tiles

*Footprint:*

2,640 x 2,640 feet (805 x 805 meters)

*Pixel Size:*

0.5 feet/pixel (0.1524 meters/pixel)

*Source Imagery:*

Premier Neighborhood Orthogonal and/or Neighborhood Orthogonal

*Radiometry:*

Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.

*File Size (Approx.):*

83,500 KB (TIFF format)

## Custom Ortho-Mosaics:

Pictometry can create custom ortho-mosaics based on the resolution of the imagery captured. If a custom ortho-mosaic is desired, the full specifications will be spelled out in a separate addendum. It is important to note that while the ortho-mosaic can

be created at any pixel resolution, up or down, creating an ortho-mosaic with a pixel size smaller than the ground sample distance of the input imagery will not contain any more information than the resolution of the input imagery. In other words, if you create a six-inch ortho-mosaic from one-foot imagery, even though the pixels will be six-inch, the overall image data resolution will still only be one-foot. For this reason, it is important to ensure the base imagery purchased meets or exceeds the resolution requirements of any ortho-mosaics you need. Under-sampling, for instance creating a one-foot ortho-mosaic from six-inch resolution imagery, is not a problem and generally produces very good results.

Pictometry also has licensed partners who can create an ortho-mosaic product that can be certified to a particular accuracy. In general, ortho-mosaics from Pictometry's neighborhood orthogonal imagery can meet NMAS 1:1200 (1.0-meter RMS error at 95% confidence interval) in relatively flat terrains or areas with good elevation data. For areas with highly variable terrain or areas with poor elevation data, this number generally drops to NMAS 1:2400 (2.0-meter RMS error at 95% confidence interval). Certified ortho-mosaics can be created from Pictometry's community orthogonal imagery, but only under certain capture parameters. As such, it is important to include any custom ortho-mosaic requirement with the image capture requirements such that the community orthogonal imagery can be captured in a way consistent with certification requirements.

## **General Specifications:**

### **Orthogonal Images**

<b>Sensor Size</b>	Pixels: 4008 x 2672 (or 3208 x 2672 for some Community level imagery) in a Landscape orientation.
<b>Image Format</b>	Industry-standard image format with proprietary image trailer, including JFIF (JPEG), TIFF, and BMP.
<b>Image Quality</b>	Images will have an unobstructed view of the ground. In controlled airspace around airports, etc., and in areas of rapid elevation changes, the image footprint sizes and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows.
<b>Measurement Accuracy</b>	<0.5% measurement error, excluding user pixel selection error
<b>Pixel Placement Accuracy</b>	Pictometry provides a visualization system and therefore does not certify image accuracy. However, some Pictometry customers have done their own certification on the Pictometry data after delivery and have shared their results. On average, customers have been seeing better than 1.0-meter RMS error at a 95% confidence level (NMAS 1:1200) for orthogonal imagery over relatively flat terrain or in areas with accurate elevation data, and 2.0-meter RMS error at a 95% confidence level (NMAS 1:2400) for more varied terrain or in areas with poor elevation data. However, Pictometry does not guarantee these accuracies and your results may vary.
<b>Sensor Orientation</b>	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
<b>Sensor Positional Accuracy</b>	mean 15cm absolute
<b>Sensor Directional Accuracy</b>	0.015 degrees absolute (roll/pitch) 0.035 degrees absolute (heading)
<b>Ortho-Rectification</b>	The images are ortho-rectified to back out the optical deviations of the capture system and the variations due to elevation changes (utilizing the best DEM data available, including customer provided DEM data), resulting in geographically square pixels aligned to a rectilinear grid. This grid can be one of any number of coordinate systems, including Latitude/Longitude, State Plane, UTM, and more. The desired coordinate system should be specified in the contract, or a default coordinate system will be used.
<b>Image Export</b>	JFIF (JPEG), TIFF, BMP EFS software can be utilized to export the images into any of the above industry-standard formats. The orthogonal images can optionally be re-projected during this export process, and an associated geography file can be created as well for use in importing the images into GIS mapping software.
<b>Image Tiling</b>	Individual orthogonal images are edge-feathered and mosaiced to produce orthogonal image tiles with tile sizes selected to balance single image coverage as well as manageability of open images.



These orthogonal tiles provide continuous coverage across the area of interest. While some color balancing is done, these orthogonal tiles are not fully radiometrically balanced or edge-matched.

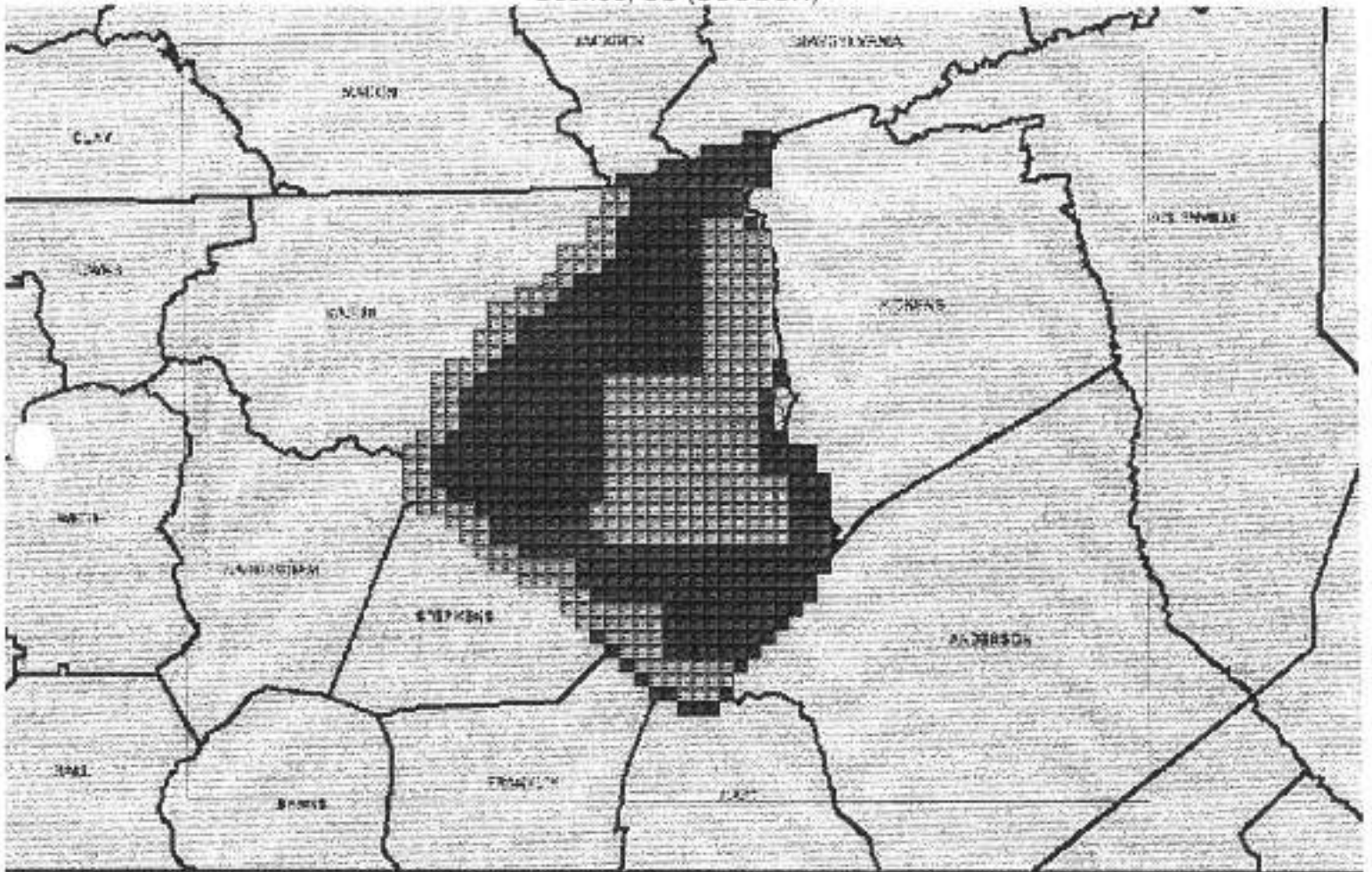
## **Oblique Images**

<b>Sensor Size</b>	Pixels: 4008 x 2672 (or 3208 x 2672 for some Community level imagery) in a Landscape orientation.
<b>Image Format</b>	Industry-standard image format with proprietary image trailer, including JFIF (JPEG), TIFF, and BMP.
<b>Image Quality</b>	Images will have an unobstructed view of the ground. In controlled airspace around airports, etc., and in areas of rapid elevation changes, the image footprint sizes and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Due to the nature of oblique aerial photography, there may also be artifacts such as haze and glint and glare caused by reflected sunlight.
<b>Measurement Accuracy</b>	<0.75% measurement error, excluding user pixel selection error
<b>Pixel Placement Accuracy</b>	Pictometry provides a visualization system and therefore does not certify image accuracy. However, some Pictometry customers have done their own certification on the Pictometry data after delivery and have shared their results. On average, customers have been seeing better than 2.0-meter RMS error at a 95% confidence level (NMAS 1:2400) for oblique imagery over relatively flat terrain or in areas with accurate elevation data, and 4.0-meter RMS error at a 95% confidence level (NMAS 1:4800) for more varied terrain or in areas with poor elevation data. However, Pictometry does not guarantee these accuracies and your results may vary.
<b>Sensor Orientation</b>	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
<b>Sensor Positional Accuracy</b>	mean 15cm absolute
<b>Sensor Directional Accuracy</b>	0.015 degrees absolute (roll/pitch) 0.035 degrees absolute (heading)
<b>Image Export</b>	JFIF (JPEG), TIFF, BMP EFS software can be utilized to export the images into any of the above industry-standard formats.

## **Notes**

1. The existing National Map Accuracy Standards focus on conventional analog aerial photography products. When used for digital mapping products, it is necessary to specify the approximate image scale (e.g. 1:1200) when stating NMAS requirements.
2. Pictometry's orthogonal images provide the coordinate accuracy fulfilling most planimetric requirements, however, Pictometry data is not intended for authoritative definitive mapping or surveying replacement. If there is a need for authoritative mapping products, additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery. Alternatively, a separate, authoritative orthogonal image capture can be done and those orthogonal images used inside of Pictometry. Our oblique images are unique to Pictometry and are intended to provide data not available elsewhere and lateral views with more visual information, such as building stock analysis. In Pictometry the orthogonal and oblique images are linked for your convenience and additional study. With a few clicks you can find the revealing lateral views, height measurements, and other information afforded by the oblique images while using the coordinate accuracy afforded by the orthogonal images.

Oconee, SC (SCOCON)



Community Sectors: 733 Neighborhood Sectors: 312

(c) Copyright 2008, Pictometry International





**Pictometry 911 Order Form\*** 05-31-2008

Customer: \_\_\_\_\_ Customer Contact: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

CAD Vendor: \_\_\_\_\_ CAD Vendor Contact: \_\_\_\_\_

CAD Vendor Email: \_\_\_\_\_ CAD Vendor Phone: \_\_\_\_\_

(\*attach this document to License Agreement or fax to Contract Administration at 585-486-0098)

**911 Integration:** Pictometry supplies the customers CAD vendor with code and support to enable the integration to take place. The partnership is established and maintained, new releases of technology are shared and the integration is tested for the duration of the contract. Support of the installation is provided where required.

\_\_\_\_\_ Seat Licenses/PSAP @ \$1000 minus 25% discount = \$ \_\_\_\_\_

(up to a cap of \$5000 for unlimited seats in one PSAP. Unlimited seats in all PSAPs = \$ 15,000)

**There may be additional charges incurred for installation by your CAD vendor.** The installation of the 911 integration is conducted by the CAD vendor. Contact the CAD Vendor indicated above for these costs.

The 911 integration being supplied is covered by the terms and conditions of the License Agreement between Pictometry International Corp. and

\_\_\_\_\_, effective \_\_\_\_\_

The software and data provided, allow the deployment of Pictometry Products for 911 internally and remotely. However, I understand that the License Agreement specifically prohibits the deployment of Pictometry Licensed Software and Licensed Metadata on a publicly available internet.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS NOTICE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Customer Name: \_\_\_\_\_

Customer Title: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

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

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## ArcIMS Order Form and Thin Client Deployment Notice\*

**Customer:** \_\_\_\_\_ **Customer Contact:** \_\_\_\_\_

**Customer Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

(\*this document to be attached to License Agreement)

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**ArcIMS Integration:** Web Access to Pictometry Library via ArcIMS on the Customer's Intranet. Pictometry shall provide scripts, software and 1 (one) additional hour of support, to provide this access at a cost of \$595.00/server. Customer shall also sign this Thin Client Agreement in addition to this License Agreement.

\_\_\_\_\_ Servers @ \$ 595.00/server = \$ \_\_\_\_\_

The ArcIMS integration software, instructions and documentation being supplied are covered by the terms and conditions of the License Agreement between Pictometry International Corp. and

\_\_\_\_\_, effective \_\_\_\_\_

The software and data provided, allow the deployment of Pictometry Products using internet technology. However, I understand that the License Agreement specifically prohibits the deployment of Pictometry Licensed Software and Licensed Metadata on a publicly available internet. The software and data products supplied will only be used to deploy the Pictometry Product on the Licensee's intranet. (Note: This Agreement does not pertain to Licensed Images which may be displayed on a public access internet, but without access to the measurement capabilities)

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS NOTICE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Customer Name:** \_\_\_\_\_

**Customer Title:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_

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



**OFFICIAL RULES**

- 1) Pictometry International Corp. will be providing \$500,000 in Pictometry 9-1-1 Grants (P9-1-1) for qualified counties and/or state agencies utilizing Pictometry for their 9-1-1 PSAP and dispatching centers. Applications for the P9-1-1 Grants will be awarded on a first come, first serve basis.
- 2) As part of the qualifying process, applicants must have a meeting with Pictometry representatives before the application submission deadline of December 31, 2007.
- 3) Applications must be submitted with all county and/or state contracts for Pictometry imagery and software either at the time of initial contract submission for imaging or at the time for Pictometry license renewal. Application forms missing information will be returned to the applicant for re-submission, and will not be considered officially submitted until all information on application is properly filled out.
- 4) Existing Pictometry customers who do not use Pictometry for their 9-1-1 dispatching center, but plan on expanding the use of Pictometry imaging and software in this manner can qualify for this grant.
- 5) The amount of eligibility for each P9-1-1 Grant is as follows: each seat (dispatch or call-taking terminal) that uses Pictometry, can receive a grant of seven hundred fifty dollars (\$750.00) per seat, and up to five thousand dollars (\$5,000.00) per PSAP location. Counties with more than one PSAP can qualify for up to a total of fifteen thousand dollars (\$15,000.00).
- 6) Only one P9-1-1 Grant will be awarded per jurisdiction.
- 7) P9-1-1 Grants are exclusively for obtaining new Pictometry 9-1-1 software integration seats and cannot be used for additional hardware or other third-party software systems.

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

County or State Agency: \_\_\_\_\_

Dept. Official: \_\_\_\_\_

Title: \_\_\_\_\_

Address #1: \_\_\_\_\_

Address #2: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Ext: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_

**How did you first learn of Pictometry?**

- Advertisement
- Article
- Direct Mail
- Meeting/Presentation
- Press Release
- Referral
- Trade Show
- Website
- Other

Please provide name of magazine, trade show, or source where you saw info on Pictometry:

\_\_\_\_\_

\_\_\_\_\_

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

CHECK ONE:       New Pictometry Contract       Existing Pictometry Customer (renewal contract)

Current CAD/Dispatching/Mapping Software Provider: \_\_\_\_\_

Product Name and Version: \_\_\_\_\_

Number of PSAPs/Dispatch Locations in jurisdiction: \_\_\_\_\_ Total Number of Pictometry workstations: \_\_\_\_\_

Amount of P9-1-1 Grant requested: \_\_\_\_\_



Please describe how your county/state will be working to incorporate Pictometry not only into your 9-1-1 dispatching center, but also what plans are under consideration to make Pictometry available to other public safety departments in your jurisdiction that would enable true, public safety interoperability of Pictometry's Visual Information System. See sample below for more information:

**SAMPLE CONTENT:** The County of \_\_\_\_\_, ST is planning on implementing a Pictometry Visual Information System for its public safety use at its \_\_\_\_\_ PSAP/call-taking location(s). In addition, other public safety agencies in our county, including municipal law enforcement agencies, EMS, EMA, and fire departments are being introduced to Pictometry as a public safety solution that can be used to improve inter-agency communications. It is anticipated that we will be adding Pictometry to other agencies' units and command centers within \_\_\_\_\_ months of the County's training and integration of Pictometry at our 9-1-1 Center. The County will be making continued efforts to put Pictometry into other county/jurisdictional agencies that would ensure a more thorough use of the Pictometry solution.

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**Mail, fax or e-mail completed form to:**  
Pictometry International Corp.  
Attention: Contracts Dept.  
100 Town Centre Drive  
Rochester, NY 14623

**Fax:** (585) 486-0098  
**E-Mail:** [grants@pictometry.com](mailto:grants@pictometry.com) (please put P9-1-1 Grant Application in subject line)

**Pictometry Use Only**

Date of Application Submission: \_\_\_\_\_

Reviewed By: \_\_\_\_\_ Title: \_\_\_\_\_

Approved  Rejected (Provide Reason): \_\_\_\_\_

Date of anticipated delivery of image warehouse and software: \_\_\_\_\_

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

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** November 6, 2008  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

AT&T Grant Approval

**BACKGROUND OR HISTORY:**

AT&T, using their Utility Tax Credits, has provided Oconee County the opportunity for a \$25,000 grant to assist in building a spec building in the Oconee County Commerce Center.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**STAFF RECOMMENDATION:**

Accept the \$25,000.00. Permit the County Administrator to sign the contract that has been offered by AT&T.

**FINANCIAL IMPACT:**

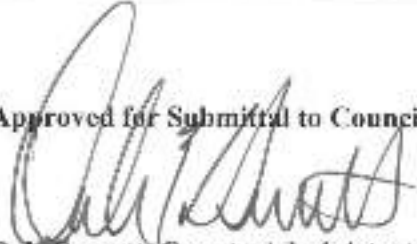
\$25,000.00 of free money

**ATTACHMENTS**

**Submitted or Prepared By:**

**James W. Alexander**  
Department Head/Elected Official  
Economic Development Commission

**Approved for Submittal to Council:**

  
**Dale Surrett, County Administrator**

**Reviewed By/ Initials:**

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

\_\_\_\_\_ Finance

**C: Clerk to Council**

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF OCONEE            )        CONTRACT

WHEREAS, the COUNTY OF OCONEE and through its County Council, hereinafter referred to as "OCONEE COUNTY", and BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T SOUTH CAROLINA by and through its undersigned representative, hereinafter referred to as "AT&T South Carolina", wish to enter into this agreement.

NOW, THEREFORE, for the sum of Twenty Five Thousand and No/100 (\$25,000.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, and for the other rights, duties and obligations as set out below, the parties mutually agree as follows:

1. That AT&T South Carolina is a corporation organized and existing under the laws of the State of Georgia, doing business in OCONEE COUNTY, and as such, is eligible to take advantage of the provisions of S. C. Code Ann. Section 12-20-105, hereinafter the "Act", for license tax credits for contributions to qualifying infrastructure projects in South Carolina.

2. That OCONEE COUNTY is a body politic organized as a County under the laws of the State of South Carolina.

3. That AT&T South Carolina serves customers in OCONEE COUNTY and OCONEE COUNTY is building a speculative building in the Oconee County Commerce Center, a county owned industrial park on Highway 11 in Oconee County, SC. This

\$25,000.00 Utility Tax Credit (UTC) will be used to offset some of the expenses associated with the construction of this speculative building.

4. That OCONEE COUNTY agrees to use these funds only for legitimate purposes set out and approved by the Act.

5. That OCONEE COUNTY agrees to abide by any and all stipulations, conditions, and requirements of the Act, including but not limited to any and all filings made necessary by the Act upon receipt of these funds.

6. That if, and in the event that OCONEE COUNTY fails, or otherwise refuses to use the funds or refuses to use the funds in accordance and in compliance with the Act contributed by AT&T South Carolina, OCONEE COUNTY hereby agrees to take any and all such steps as are necessary to repay those funds immediately to AT&T South Carolina or in the alternative to pay them, on behalf of AT&T South Carolina to the South Carolina Department of Revenue.

7. That in the event the funds are not appropriately used under the Act and AT&T South Carolina is held responsible for the payment of any or all of these funds to the State of South Carolina, OCONEE COUNTY agrees not only to promptly repay such funds to AT&T South Carolina, but also agrees to pay any penalty, interest, or fines that result from the lack of or inappropriate use of said funds.

8. That the parties agree that they will both sign a form required by the South Carolina Department of Revenue waiving the statute of limitations on the State of South Carolina through the South Carolina Department of Revenue for attempting to collect the above referenced funds, if and in the event they are not appropriately used under the Act; and both parties agree to take all steps that would be necessary to cooperate with the



South Carolina Department of Revenue to see that the transfer and use of these funds are appropriately handled and accounted for.

5. This Agreement shall be construed and governed by the laws of the State of South Carolina.

WITNESS our hands and seals this 20<sup>th</sup> day of OCTOBER, 2008 at COLUMBIA, South Carolina.

WITNESSETH:

OCONEE COUNTY, SOUTH CAROLINA  
a body politic and corporate  
and a political subdivision  
of the State of South Carolina

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
BY: COUNTY ADMINISTRATOR

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

BELLSOUTH TELECOMMUNICATIONS,  
INC. d/b/a AT&T SOUTH CAROLINA

Bruce G. Inell  
Kaymarie Davis

BY: W T Batarra  
ITS: REGIONAL DIRECTOR



## Boards & Commissions

Boards & Commissions	Meeting Date to Appear	George Blanchard District I	Tommy Crumpton District II	Mario Suarez District III	Marion Lyles District IV	Frank Ables District V	Delegation Office	Other
Aeronautics Commission	February 2012							
Anderson-Ocoee Behavioral Health Services Commission	May 2011	2011: Harold Alley, Wanda Long, Joan Black, Jere DuBois, Fred Hamilton, Billie Welsh, Robert Blessingame						
Arts & Historical Commission	March 2010	2010: Rick Bethae	2012: Luther Lyle	2010: Al Robinson	2012: Barbara Walters	2012: Henry Richardson	2010 - Jenny Bagwell & 2012 - Stan Dubose	At Large:
Assessment Appeals, Board of		N/A	N/A	N/A	N/A	N/A	Board Full	
<b>ATAX Committee</b>	<b>June 2008</b>	<b>Not by District, by Industry</b>	<b>Ginger Pope</b>	2009: Gen McSwain	2010: Gerald Foster, Glen Abbot		2011: Joanne Blake, Barbara Laughter, Doyle Burton	
Building Codes Appeal Board	January 2011	2011: Roger Mize	2011: Neal Workman	2011: Sam Shaw	2011: Vinson Smith	2011: Forrest Fuller		
Disabilities & Special Needs, Board of		N/A	N/A	N/A	N/A	N/A	Board Full	
<b>Economic Development Commission</b>	<b>November 2008</b>	2012: Kim Alexander	2010: Harold Gibson	<b>Hank Field</b>	2010: Sam Dickson	2010: Buddy G. Herring		
Emergency Services Commission	January 2009	2011: Roger Garst	2009: Jess Nevell	2011: Jay Heatherington	2009: Nick Williams	2009: Tim Grant	<b>Terms co-terminus w/ council members term</b>	
Firemen's Insurance & Inspection Fund Board	August 2009							
Infrastructure Advisory Commission **	N/A	2008: Larry Harden, Dewitt Mize, Chris Smith, Richard Timms, Charles Bobby Williams						
Kaowee Fire Tax District Commission		County Council Chairman + Council Appoints 3: Economic Development Director + two - at present = Art Holbrooks / Planning, Dale Surrell / Administrator FY1-B, Norton attends in an advisory role						
<b>Library Board</b>	<b>November 2008</b>	All Members elected to 4-yr term in November General Election / 2 in 2008, 3 in 2010, etc.						
Parks, Recreation & Tourism Commission	October 2010	2010: Erin Mckergow	2012: Dwight Addis	2010: Wayne Frady	2010: Midreat Spearman	2010: John Carter	2010: Bessina George	
Planning Commission	April 2009	2009: William Nelson	2009: Randy Abbott	2009: Bill Evert	2011: Tommy Abbott	2009: Ryan Honea	2009: Rex Ramsay / Howard Moore	
SC ACOG Board	September 2010	2010: Bob Winchester / Citizen Representative						
Sewer Commission		2010: George Blanchard / Council Representative						
Water Board	N/A	Council will no longer appoint - Ocoee Joint Regional Sewer Authority [OJRSA]						
<b>Zoning Board of Appeals</b>	<b>February 2012</b>	2012: Gary Winters	2012: Sammy Lee	2012: Gary Littlefield	2012: Clark Wilmont	2012: Eric Molin	2012: Berry Nichols & Paul Reckert	

\*\* Infrastructure Advisory Commission members serve until replaced

Council does not appoint this Board/Commission  
 OPEN SEAT for this Board/Commission in current yr.  
**PAST DUE APPOINTMENT for Board/Commission**

**LIBRARY BOARD:**

John Adams P. O. Box 136 Mt. Rest, SC 29664	4 yrs	June 30, 2009 (11/15/05)	
Carol Baumgarner 415 S. Pine St. Walhalla, SC 29691 638 4237 (B)	4 yrs	June 30, 2009 (11/15/05)	
Frank Montague 202 Greenbriar Drive Seneca, SC 29678	4 yrs	June 30, 2009 (11/15/05)	
Jody Gaulin 14035 Richardson Drive Seneca, SC 29678	4 yrs	June 30, 2009 (11/15/05)	
Raymond Morrison 106 Riley Street Westminster, SC 29693 647 9146 (H)	4 yrs	June 30, 2009 (11/15/05)	RESIGNED
William J. "Bill" Kennedy 222 Squirrel Ridge Road Seneca, SC 29672 882 1477 (H) <a href="mailto:kennedy5220@bellsouth.net">kennedy5220@bellsouth.net</a>	4 yrs	June 30, 2010 (6/5/07)	
Vicki Miller 14072 Richardson Drive Seneca, SC 29678 882 0765 (H) – NO EMAIL	4 yrs	June 30, 2007	
Paul Johanson 427 E. Waterside Drive Seneca, SC 29678 882 2329	4 yrs	June 30, 2007 (9/2/03)	
Hector Torres P. O. Box 1242 West Union, SC 29696	4 yrs	June 30, 2007 (11/15/05)	RESIGNED

Ordinance 79-8 Established the Library System for Oconee County The system shall be managed and directed by a Board of Trustees consisting of nine (9) members appointed by Council; Four year terms – as much as possible represent geographical areas of county.

Library Board Receives No Compensation

**Oconee County**  
First Quarter Fuel Report  
Departmental Methods Used To Decrease Usage  
2008

**Airport**

Reduced the number of days traveled to Detention Center for inmates.  
Runway closed for a 60 day period reduced the use of a courtesy car.  
Consolidating bank deposits with other errands.

**Assessor**

The number of gallons used is dependent on new permits, appeals and reassessment which are all statutory in nature and therefore not optional.  
Utilization of small compact cars.

**Building Codes**

Utilization of Ford Rangers.  
Decrease in the number of inspections.

**Coroner**

Filling fuel tank to a half tank verses a full tank.  
Purchasing fuel out of pocket at times.  
Driving at or below posted speed limits.

**Delinquent Tax**

Reduction was made by contracting the postings of parcels with an independent company.

**Economic Development**

EDC will attempt to reduce milcage and transportation costs but in doing our job the frequent contact with prospects and coordination with agencies will increase these costs.

**Emergency Management**

Reducing travel when possible.  
Combining personnel in vehicles in every situation.  
Adding two six cylinder trucks.  
Utilizing in-county training.  
We have no control over the amount of calls and the necessary equipment needed to respond.  
Utilization of public education devices such as the Fire Safety House are requested by the public.

**Human Resources**

Vehicle used when absolutely necessary.  
Utilized for schools and training

## **I.T.**

Making one trip to address multiple problems.

## **Library**

Scheduling courier van for local and out of town travel.

Scheduling direct routes, not idling vehicles and turning off vehicles when parked.

## **Magistrate**

Limiting the number of trips to conduct business.

Consolidating schools and training.

Car pooling.

Scheduling conference calls and videoconferencing when possible.

## **Planning**

Scheduling after hours meetings using personal vehicles.

Utilizing small sedans from vehicle maintenance.

Doubling up with other departments when inspecting the same developments.

## **PRT**

Traveling to Pine street once a week to make deposits.

Spread out grass cutting.

Combining errands and trips.

## **Roads and Bridges**

Car pooling, route planning and making sure preventative maintenance schedules are kept.

Warm up time kept to a minimum.

Utilizing hydrant permits rather than refill our hydro seeder at the office.

## **Rock Quarry**

Leaving personal vehicle at LEC and utilizing county vehicle when picking up inmates.

Consolidating trips to town.

Having parts delivered.

Running smaller loader when possible Turning off vehicles when not in use.

## **Sheriff**

Patrol officers walking shopping centers.

Maintenance checks on tire pressures and proper tuning of engines.

Monitoring driving habits.

Handling complaints by phone when possible.

Limiting trips to the office by utilizing the sub-station in Seneca to take complaints.

Sheriff's department calls determine the miles driven.

### **Solid Waste**

Consolidated taking supplies to centers on payday. This cuts out 26 trips a year.

Cut inspection on facilities to every other week.

Rerouted routes for daily garbage pulls.

Scheduled pulls to bare minimum.

Diesel has increased due to the fuel usage for our new wood grinder. However it grinds 5 times the material per hour that the old one did.

### **Vehicle Maintenance**

Limiting trips to Pine street.

Utilizing interoffice mail as much as possible.

Limiting road calls for servicing off road equipment by scheduling several at a time.

Keep check on tire pressures and tuning of engines during servicing.

The increased amount of use of our small sedans has increased our gasoline fuel consumption.

## Oconee County First Quarter Fuel Report 2008

Department	Gasoline/Gallons First Quarter 2008	Gasoline/Gallons First Quarter 2007	Percentage Increase or Decrease	Diesel/Gallons First Quarter 2008	Diesel/Gallons First Quarter 2007	Percentage Increase or Decrease
Airport	190.63	311.03	39% decrease	75.30	122.60	39% decrease
Animal Control	1824.45	1638.05	10% increase	0	0	0
Assessor	506.28	750.64	33% decrease	0	0	0
Building Codes	1120.89	1437.09	22% decrease	0	0	0
Coroner	329.69	385.49	14% decrease	0	0	0
Delinquent Tax	31.42	267.73	88% decrease	0	0	0
Economic Development	98.78	89.75	7% increase	0	0	0
Emergency Management	3142.84	1485.80	53% increase	1467.42	338.12	77% increase
Human Resources	42.82	35.05	18% increase	0	0	0
Information Technology	67.16	85.25	21% decrease	0	0	0
Library	146.70	138.99	5% increase	122.32	95.01	31% increase
Magistrate	67.10	15.00	78% increase	0	0	0



## Oconee County First Quarter Fuel Report 2008

Department	Gasoline/Gallons First Quarter 2008	Gasoline/Gallons First Quarter 2007	Percentage Increase or Decrease	Diesel/Gallons First Quarter 2008	Diesel/Gallons First Quarter 2007	Percentage Increase or Decrease
Pine Street	1504.11	135.03	91% increase	0	0	0
Planning	25.35	15.04	41% increase	0	0	0
PRT	1261.64	1445.79	13% decrease	96.38	76.76	20% increase
Public Buildings	1380.52	1418.50	3% decrease	0	0	0
Roads & Bridges	3799.60	4689.95	19% decrease	15828.47	14384.48	9% increase
Rock Quarry	730.69	703.41	4% increase	20462	15691.10	23% increase
Sheriff	32010.55	31743.40	1% increase	50.24	0.00	100% increase
Solicitor	53.25	98.45	46% decrease	0	0	0
Solid Waste	702.89	1023.03	31% decrease	11105.88	10110.51	9% increase
Supervisor	59.37	217.44	73% decrease	0	0	0
Treasurer	49.39	65.33	24% decrease	0	0	0
Vehicle Maintenance	1517.11	1604.73	5% decrease	126.34	140.85	10% decrease
Total	50,661.23	49,780.00	2% increase	49,334.35	40,949.43	17% increase

**Oconee County**  
**Vehicle Maintenance Facility**

First Quarter Fuel Usage Report  
(Conclusion)

I compiled fuel data for each individual department for the first quarter of fiscal year 2008-2009 and the first quarter of fiscal year 2007-2008. I used the first quarter figures from 2007-2008 in order to try to keep all things as equal as possible i.e., time of the year, weather etc. With this information I was able to calculate the percentage of increase or decrease of usage between the two first quarters.

My findings show that several departments have complied with Council's request to reduce gasoline usage by 10 percent. These departments are as listed: Airport, Assessor, Building Codes, Coroner, Delinquent Tax, I.T., PRT, Roads & Bridges, Solicitor, Solid Waste, Supervisor and Treasurer. There were two other departments that showed a decrease of gasoline usage although not the 10 percent as requested by Council and they were Public Buildings and Vehicle Maintenance. The only departments that showed any reduction in diesel fuel usage were the Airport and Vehicle Maintenance.

As the report shows, many of the departments had small to extreme increases in gasoline usage. Listed are those departments that had increases in usage between the two first quarters and they are: Animal Control, Economic Development, Emergency Management, Human Resources, Library, Magistrate, Pine Street, Planning, Rock Quarry and Sheriff. The departments that have increases in diesel usage are: Emergency Management, Library, PRT, Roads & Bridges, Rock Quarry, Sheriff and Solid Waste.

The overall totals show that for the first quarter of 2008-2009 the County has had an increase in usage of 2 percent in gasoline consumption and a 17 percent increase in diesel consumption. This as a total falls well below the Council's request. I believe there is considerable room for improvement.

Attached to this report are the methods used by each department in order to reduce fuel consumption as well as some explanations for increases. Also attached are the totals and percentage by department.

Ronnie Smith  
Vehicle Maintenance Director  
Oconee County

**Oconee County  
Finance Department**

415 South Pine Street  
Walhalla, SC 29691

Phone: 864.638.4235  
Fax: 864.718.1022

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jschumpert@oconeesc.com

Sharon Adams  
Account Clerk II  
sadams@oconeesc.com



TO: Dale Surrett, County Administrator

CC:

FROM: Veronda Holcombe-Lewis, Grants Administrator

DATE: October 29, 2008

RE: National Forestry Funds

Attached is the Election Choice paperwork for the National Forestry Funds. These funds come to us for the express use of public schools, roads, and other purposes as defined in the Secure Rural Schools and Community Self-Determination Act of 2000 (SRS Act). This legislation was enacted to provide five years of transitional assistance to rural counties affected by the decline in revenue from timber harvests on federal lands. The legislation was ratified in other acts in 2007 and 2008 to provide continued funding. The 2008 legislation provides funding through 2011.

The attached Election Choice document for FY 08-09 requires that we notify the State Treasurer's Office **prior** to November 14, 2008 of our decision on how to use the funds. The Treasurer's Office must submit their paperwork to the National Forest Service by that date. Late paperwork will result in a reduced allocation. Below I offer a brief explanation of the choices:

⇒ **Share of State's 25% Rolling Average Election** - The SRS Act contains the formulas for calculating the 25% payments. Electing the 25% payment would entitle the County to about \$136,660/year through 2011. The 25% payment is required to be spent on schools and roads.

**OR**

⇒ **State Payment (Title I, II, & III)**

- This entitles the county to the following payments:
  - 2008 - \$470,064
  - 2009 - \$396,943
  - 2010 - \$339,490
  - 2011 - 232,948
- A payment in excess of \$350,000 **requires** the County to allocate a total of 15% to 20% of its share to Title II projects or to Title III projects, except that the allocation for Title III projects may not exceed 7%. The remainder (80%-85%) is allocated to Title I.
  - Title I benefits public schools and road maintenance. We currently elect 85% for Title I. We provide \$63,000 annually to the Oconee County School District and the remainder goes to our Roads Department (normally more than \$380,000/year).
  - Title II payments are for projects that benefit the federal lands in each county. These projects must be reviewed by a Resource Advisory Committee

**Oconee County  
Finance Department**

415 South Pine Street  
Walhalla, SC 29691

Phone: 864.638.4235  
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[sadams@oconeesc.com](mailto:sadams@oconeesc.com)

and submitted to the Secretary of Agriculture for approval.

- Title III benefits County projects. We currently utilize these funds (the 15% election) for forest related educational opportunities. For the last 7 years these funds have provided for the entire salary and benefits of a Natural Resources Agricultural Agent at the Clemson University Walhalla Extension Office. The Clemson University Extension Service would like to continue utilization of the funds for this purpose, but realize the approved activities under Title III have changed. Title III payments may now only be used under the Firewise Communities program, to reimburse the County for search and rescue and other emergency services provided on federal lands, and to develop community wildfire protection plans. The Extension Service feels confident they can take on one or more of these newly mandated uses. For additional information contact Howard Hiller at the Clemson University Walhalla Extension Office at 638-5889. *It should be stated that Title III funding may now not exceed 7%.*

For your information and reference, our current election is as follows:  
Title I 85% - Spent on schools (\$63,000) & roads (\$380,000)  
Title III 15% - Clemson University Extension funding (\$78,000)

I have attached the Election Form, a memo from the US Forest Service, and a spreadsheet showing the Share of State's 25% Payment and the State Payment for your review. I realize this may need to go to Council for consideration. If you need additional information, please let me know.





STATE OF SOUTH CAROLINA

OFFICE OF THE STATE TREASURER

CONVERSE A. CHELLIS III, CPA

MEMORANDUM

Finance Dept.

To: County Treasurers

From: Katrina S. Baker  
Katrina.Baker@sto.sc.gov  
Office: (803) 734-2669  
Fax: (803) 734-2161

KS/B

Date: October 23, 2008

Re: The Secure Rural Schools and Community Self-Determination Act of 2000

The State Treasurer's Office has received notice from the USDA Forest Service that the Secure Rural Schools and Community Self-Determination Act 2000 (Public Law 106-393) was amended by section 601, Division C, of Public Law 110-343. Payments have been reauthorized for fiscal years 2008 through 2011. Included you will find information received from USDA regarding the amendment. As in the past, the included counties in the state must report their county's election choice of payment. Please indicate the election for your county and notify me as soon as possible. The State Treasurer's Office must forward a complete list for all involved counties by November 14, 2008. Your cooperation for a timely turn-around would be greatly appreciated.

B	C	D	E	F	G
COUNTY	25% Rolling Average Election	Formula Payment Title I (100% or 80%-85%)	Formula Payment Title II	Formula Payment Title II	Formula Payment Total % (Must Equal 100%)
Abbeville					
Aiken					
Berkeley					
Charleston					
Chester					
Edgefield					
Fairfield					
Greenwood					
Laurens					
McCormick					
Newberry					
Oconee					
Saluda					
Union					



File Code: 1010/1560/6540

Date: October 17, 2008

Subject: Payments to States

To: Regional Foresters

**FORWARDING ACTION DUE OCTOBER 20, 2008  
REPLY DUE NOVEMBER 14, 2008**

The Secure Rural Schools and Community Self-Determination Act 2000 (P.L. 106-393) was amended and reauthorized for fiscal years 2008 through 2011 by section 601, Division C, of P.L. 110-343, which was signed by the President on October 3, 2008. As compared to P.L. 106-393, P.L. 110-343 contains significant changes in Title I but leaves Titles II and III largely intact. This letter sets forth the process for proper implementation of P.L. 110-343 (the "SRS Act") for the payments to States.

By **October 20, 2008**, please ensure that Forest Supervisors and appropriate State and county officials receive a copy of this letter and the enclosures. The Albuquerque Service Center (ASC) will contact State Treasurers directly. The Department of the Interior will provide a separate notice for payments to BLM counties.

By **November 14, 2008**, each State must submit to the Forest Service the following information: (1) each county's election to receive a share of the State payment under the SRS Act, or a share of the 25-percent payment; and (2) for each county that elects to receive a share of the State payment under SRS, the county's allocations for Title II and Title III projects. Counties in States that receive transition payments also must make these elections and allocations.

Payment Amounts

Section 102(a)(1) of the SRS Act directs the Secretary of the Treasury to pay each State or territory the sum of the amounts elected by the counties in that State for either: (1) a share of the State's 25-percent payment; or (2) a share of the State payment. In lieu of a State payment, section 103(b) requires that a transition payment be made to each covered State. The covered





States are California, Louisiana, Oregon, Pennsylvania, South Carolina, South Dakota, Texas, and Washington.

The SRS Act contains the formulas for calculating a State payment and a covered State's transition payment. P.L. 110-343 also changed the way in which 25-percent payments are calculated. Using these formulas, the Forest Service has calculated the projected State payments, transition payments, and 25-percent payments. These calculations are posted on the Forest Service website at: <http://www.fs.fed.us/srs/>.

Briefly, section 101(a) contains the formula for calculating the State payment. (Under P.L. 106-393, this payment was the State's full payment amount, which was calculated using a different formula.) To calculate a State payment, the "adjusted share" for each eligible county within the State is multiplied by the "full funding amount" for the fiscal year (FY) for which the payment is made. The State payment is the sum of these amounts. The full funding amount decreases each fiscal year. Transition payments are made under section 103(b) using a different formula and are based on a State's "adjusted amount" that declines each fiscal year. A State's 25-percent payment is now based on a 7 year rolling average.

#### County Elections Under Section 102(b)

The calculations on the Forest Service website will assist the counties in making an informed decision about their payment elections. Under section 102(b)(1) of the SRS Act, a county must elect to receive: (1) a share of the State's 25-percent payment; or (2) a share of the State payment. For FY 2008 county election, we have extended the deadline for the counties to make their elections, and the States to submit them to the Forest Service. **States must submit county elections under section 102(b)(1) to the Forest Service by no later than November 14, 2008. If this deadline is not met, section 102(b)(1) provides that the county is considered to have elected to receive a share of the State payment.**

A county election to receive a share of the State's 25-percent payment is effective for the FY 2008 and FY 2009 payments. By August 1, 2010, counties that made this election must again choose whether to receive a share of the State payment or the State's 25-percent payment for FY 2010 and FY 2011, and the State must submit these elections to the Forest Service. In contrast, a county that elects to receive a share of the State payment, including an eligible county in a transition State that receives a share of the State's transition payment in lieu of the State payment, may not change its initial election.

#### County Allocations for Projects Under Title II and Title III

Section 102(d) of the SRS Act requires a county that elects to receive its share of the State payment (or its share of a transition payment, in the case of a county in a covered state) to spend no less than 80 and no more than 85 percent of the funds in the same manner as the 25-percent payments are expended. The county also is required to reserve the balance of its share for one or more of the following purposes: projects under Title II of the Act; projects under Title III; or the Treasury of the United States. A county that will receive less than \$100,000 (inclusive of a



county payment under section 102(a)(2)(B), if applicable), may elect to spend all of its funds in the same manner as the 25-percent payments are expended.

The SRS Act makes one significant change to the county allocations under P.L. 106-393. For an eligible county that receives \$350,000 or more as its share of the State payment (inclusive of a county payment under section 102(a)(2)(B), if applicable), the county may reserve no more than seven percent of its payment for Title III projects.

Under section 102(d)(3)(A), the deadline for the counties to make their elections is September 30, 2008, or as soon thereafter as the Secretary of Agriculture determines is practicable, and each September 30 thereafter. We have extended the deadline for the FY 2008 payment. **States must submit county allocations for Title II and Title III to the Forest Service by November 14, 2008. If a county does not submit its allocations by this deadline, the SRS Act requires that 15 percent of the county's share must be transferred to the Treasury.**

Resource Advisory Committee Recommendations for Title II Projects

Under sections 203(a) and 207(a), each Resource Advisory Committee (RAC) must submit projects that it proposes the Forest Service carry out using county allocations for Title II. Projects must be submitted by September 30, 2008, or as soon thereafter as the Secretary of Agriculture determines is practicable, for the payment for FY 2008, and each September 30 thereafter. We will be extending this deadline for the payment for FY 2008 to a date in calendar year 2009. The Forest Service will notify the RACs of the extension date and provide additional information concerning RACs in a separate letter.

As we implement the SRS Act, counties and States that have questions may contact their Forest Supervisor or Regional Forester. Forest Service personnel should direct their questions to Debra Whitall of the Partnership Office at 202-205-0967, or Marie-Louise (ML) Smith of Legislative Affairs at 202-205-1030.

The reauthorization of the Secure Rural Schools Act represents renewed and, in many cases, new opportunities, for counties, Resource Advisory Committees, and National Forests to work together to maintain infrastructure, improve the health of watersheds and ecosystems, protect communities, and strengthen local economies. We look forward to collaborating with communities to fully implement the Act.

*/s/ Sally Collins for*  
ABIGAIL R. KIMBELL  
Chief

cc: Associate Chief  
Deputy Chiefs  
Station Directors  
Area Director

Enclosures

Instructions:

- Each county must elect to receive one of the following payments: (1) a share of the State's 25-percent rolling average payment in Column C, or (2) a share of the State payment (formula payment) in Column D. A county in California, Louisiana, Oregon, Texas, Pennsylvania, South Carolina, South Dakota, or Washington that elects Column D is electing to receive a share of the State's transition payment in lieu of the State payment (formula payment).
- For a county that elects Column C, no additional information is needed.
- For a county that elects Column D, the following additional information is needed:
  - If the county share of the State payment (or State transition payment) is greater than \$100,000 but less than \$350,000, the county must allocate a total of 15% to 20% of its share to Title II projects in Column E or to Title III projects in Column F. The total of percentage amounts in Columns E and F must be no less than 15% and no greater than 20%.
  - If the county share of the State payment (or State transition payment) is \$350,000 or greater, the county must allocate a total of 15% to 20% of its share to Title II projects in Column E or to Title III projects in Column F, except that the allocation for Title III projects may not exceed 7%. The total of percentage amounts in Columns E and F must be no less than 15% and no greater than 20%.
  - If the county share of the State payment (or State transition payment) is less than \$100,000, the county may, but is not required to, allocate its share in the same manner as a county with a share that is greater than \$100,000 but less than \$350,000.

Projected 'State Payment' and '25% fund payment' data may be found at: [www.fs.fed.us/srs/](http://www.fs.fed.us/srs/)

		Full Funding Amount:					
		\$500,000,000	\$450,000,000	\$405,000,000	\$364,500,000		
Projected State 25% Payment (7 year rolling average)		Projected State Payment*					
State	FY2008	Sum of County Adjusted Shares	FY2008	FY2009	FY2010	FY2011	Total FY08-11
Alabama	\$321,501	0.484%	\$2,421,880	\$2,178,862	\$1,961,723	\$1,765,551	8,328,847
Alaska	\$622,119	3.489%	\$17,445,546	\$15,700,992	\$14,130,893	\$12,717,803	59,995,234
Arizona	\$1,293,844	4.164%	\$20,817,792	\$18,756,013	\$16,862,411	\$15,176,170	71,592,385
Arkansas	\$3,391,807	2.102%	\$10,511,278	\$9,460,150	\$8,514,135	\$7,862,722	36,148,285
California*	\$9,424,475	11.684%	\$62,659,025	\$52,912,066	\$45,253,741	\$42,587,366	203,412,198
Colorado	\$4,695,934	3.685%	\$18,426,854	\$16,584,168	\$14,925,751	\$13,433,176	63,369,950
Florida	\$578,805	0.844%	\$3,222,464	\$2,900,218	\$2,610,196	\$2,349,177	11,082,055
Georgia	\$85,581	0.403%	\$2,016,773	\$1,615,096	\$1,633,586	\$1,470,229	6,935,684
Idaho	\$4,435,352	8.830%	\$44,148,015	\$39,733,214	\$35,759,692	\$32,183,903	151,625,024
Illinois	\$148,976	0.146%	\$732,280	\$659,052	\$593,148	\$533,832	2,518,309
Indiana	\$8,456	0.071%	\$356,274	\$320,647	\$288,582	\$258,724	1,225,229
Kentucky	\$60,985	0.575%	\$2,872,771	\$2,585,494	\$2,326,945	\$2,094,250	9,879,460
Louisiana*	\$873,479	0.626%	\$3,353,623	\$2,831,864	\$2,421,969	\$2,281,069	10,888,444
Maine	\$29,590	0.221%	\$107,109	\$86,398	\$85,758	\$78,082	368,347
Michigan	\$2,309,332	1.349%	\$8,746,310	\$8,071,679	\$6,464,511	\$4,918,060	23,200,580
Minnesota	\$1,336,233	0.775%	\$3,881,538	\$3,493,365	\$3,144,046	\$2,829,642	13,348,611
Mississippi	\$2,174,545	1.787%	\$9,930,027	\$8,042,424	\$7,236,182	\$6,514,363	30,730,996
Missouri	\$1,118,734	1.005%	\$5,024,853	\$4,522,367	\$4,070,131	\$3,663,118	17,280,469
Montana	\$4,264,342	6.342%	\$31,708,715	\$28,538,743	\$25,684,869	\$23,116,382	109,049,709
Nebraska	\$23,520	0.108%	\$539,686	\$485,718	\$437,146	\$393,431	1,855,981
Nevada	\$401,682	1.192%	\$5,963,446	\$5,364,401	\$4,827,961	\$4,345,165	20,497,973
New Hampshire	\$497,316	0.151%	\$755,236	\$679,713	\$611,741	\$550,567	2,597,257
New Mexico	\$688,729	4.001%	\$20,002,697	\$18,002,418	\$16,202,176	\$14,581,959	68,789,240
New York	\$2,165	0.006%	\$30,839	\$27,765	\$24,979	\$22,481	106,054
North Carolina	\$330,059	0.500%	\$2,489,851	\$2,249,868	\$2,024,960	\$1,822,464	8,597,331
North Dakota	\$188	0.000%	\$1,276	\$1,148	\$1,034	\$930	4,389
Ohio	\$28,374	0.105%	\$524,441	\$471,986	\$424,797	\$382,317	1,803,551
Oklahoma	\$625,464	0.313%	\$1,562,964	\$1,408,668	\$1,286,001	\$1,139,401	5,375,035
Oregon*	\$8,814,355	18.894%	\$148,724,475	\$125,589,557	\$107,412,121	\$88,139,180	449,864,332
Pennsylvania*	\$4,749,199	0.893%	\$5,842,456	\$4,933,629	\$4,218,551	\$3,255,871	18,251,507
Puerto Rico	\$46,181	0.026%	\$131,842	\$118,659	\$106,792	\$96,113	453,404
South Carolina*	\$641,818	0.644%	\$2,959,385	\$2,499,337	\$2,137,334	\$1,981,863	9,577,620
South Dakota*	\$2,017,293	0.572%	\$3,525,918	\$2,977,357	\$2,546,424	\$2,095,433	11,135,032
Tennessee	\$154,372	0.330%	\$1,648,145	\$1,483,330	\$1,334,997	\$1,201,409	5,667,970
Texas*	\$899,494	0.790%	\$4,430,123	\$3,740,983	\$3,189,534	\$2,880,550	14,261,200
Utah	\$1,242,198	3.250%	\$16,252,337	\$14,527,104	\$13,164,363	\$11,847,954	65,891,786
Vermont	\$135,595	0.092%	\$462,246	\$416,021	\$374,419	\$336,977	1,589,663
Virginia	\$381,141	3.558%	\$2,789,267	\$2,510,340	\$2,259,306	\$2,033,375	9,592,289
Washington*	\$4,843,579	6.579%	\$42,637,568	\$36,005,068	\$30,793,797	\$23,979,132	133,415,565
West Virginia	\$605,026	0.565%	\$2,824,323	\$2,541,891	\$2,287,702	\$2,068,932	9,712,947
Wisconsin	\$1,647,077	0.880%	\$3,389,562	\$3,059,624	\$2,753,867	\$2,479,295	11,691,163
Wyoming	\$1,338,008	1.416%	\$7,082,384	\$6,374,074	\$5,736,666	\$5,163,000	24,356,043
<b>Total</b>		<b>89.550%</b>	<b>\$519,977,424</b>	<b>\$452,760,105</b>	<b>\$397,118,983</b>	<b>\$326,410,505</b>	<b>1,696,257,017</b>

\*Covered State: for FY08-10 receives the 'Transition payment' in lieu of the 'State payment'

State	Eligible County	Share of State's 26% Payment (7 year rolling average)	Roll Funding Amount				Total	
			1500,000,000	1450,000,000	1400,000,000	1364,000,000		
			Projector County Shares of the State Payment*					
FY2008	Adjusted Rate	FY2011	FY2012	FY2013	FY2014	FY2015		
OH	Morgan	\$580	0.0002%	\$11,173	\$10,091	\$9,050	\$8,149	\$20,423
OH	Noble	500	0.0006%	\$2,281	\$2,143	\$1,999	\$1,738	\$5,168
OH	Perry	\$2,662	0.0119%	\$50,099	\$49,729	\$48,266	\$46,921	\$205,306
OH	Sikora	\$1,301	0.0050%	\$25,807	\$23,343	\$21,000	\$19,903	\$90,158
OH	Vinton	\$234	0.0010%	\$5,459	\$5,007	\$4,527	\$4,104	\$20,101
OH	Washington	\$4,719	0.0129%	\$94,228	\$89,106	\$84,722	\$81,090	\$352,143
OK	LeFlore	\$252,222	0.2273%	\$1,110,552	\$1,084,906	\$994,419	\$913,974	\$3,822,858
OK	McCurtain	\$173,202	0.0913%	\$445,402	\$401,762	\$301,310	\$205,407	\$1,033,773
OR	Baker	\$152,400	0.3879%	\$1,165,150	\$962,591	\$841,422	\$1,412,938	\$4,404,541
OR	Perlin	\$17,194	0.0032%	\$452,732	\$382,311	\$320,977	\$110,499	\$1,273,462
OR	Clatsop	\$470,851	0.5731%	\$6,471,122	\$5,470,479	\$4,679,697	\$1,380,042	\$17,007,410
OR	Clatsop	\$41,409	0.0990%	\$723,197	\$612,288	\$503,703	\$352,835	\$2,214,084
OR	Cook	\$35,917	0.0244%	\$1,902,330	\$2,714,545	\$2,080,672	\$2,224,288	\$10,794,234
OR	Curry	\$955,719	0.0293%	\$9,098,315	\$4,254,527	\$2,070,700	\$2,273,252	\$15,210,609
OR	Deschutes	\$766,088	0.0012%	\$4,325,773	\$2,651,875	\$3,124,169	\$1,723,174	\$12,255,187
OR	Douglas	\$634,752	2.5544%	\$20,395,442	\$17,222,822	\$14,720,045	\$9,685,234	\$53,903,544
OR	Grant	\$488,964	1.2967%	\$9,295,462	\$7,842,021	\$5,713,389	\$4,720,308	\$28,584,121
OR	Henny	\$114,832	0.0709%	\$2,616,410	\$3,721,902	\$2,755,574	\$2,222,865	\$12,315,752
OR	Hood River	\$168,201	0.2079%	\$2,874,077	\$2,258,170	\$1,921,278	\$1,120,130	\$7,983,584
OR	Jackson	\$273,174	0.5549%	\$5,704,590	\$4,694,967	\$4,177,332	\$2,029,082	\$16,675,817
OR	Jefferson	\$190,707	0.1748%	\$779,124	\$667,027	\$592,701	\$288,367	\$2,630,105
OR	Josephine	\$141,040	0.4200%	\$2,795,229	\$2,297,733	\$1,992,824	\$1,593,684	\$8,903,707
OR	Washouli	\$970,274	2.2507%	\$10,461,432	\$12,079,214	\$11,181,035	\$6,240,376	\$47,978,066
OR	Lane	\$268,289	0.9437%	\$5,117,843	\$4,321,734	\$3,699,220	\$3,478,712	\$18,575,510
OR	Linn	\$1,773,582	2.9037%	\$20,771,055	\$20,667,561	\$22,289,090	\$10,602,605	\$59,730,503
OR	Lincoln	\$182,903	0.4036%	\$4,701,855	\$4,024,500	\$3,442,002	\$1,610,568	\$13,690,881
OR	Union	\$670,749	1.3020%	\$10,223,928	\$8,658,504	\$7,408,370	\$4,745,828	\$31,363,376
OR	Malheur	\$317	0.0034%	\$3,663	\$1,212	\$6,257	\$12,781	\$34,517
OR	Marion	\$22,428	0.4150%	\$3,051,444	\$2,294,324	\$2,789,789	\$1,514,509	\$11,407,081
OR	McMinn	\$49,379	0.0769%	\$342,367	\$299,037	\$247,264	\$272,326	\$1,178,077
OR	Multnomah	\$62,559	0.0844%	\$98,000	\$82,279	\$694,598	\$234,892	\$2,703,828
OR	Polk	\$276	0.0010%	\$8,598	\$7,490	\$5,359	\$1,904	\$25,340
OR	Tillamook	\$98,626	0.2704%	\$2,547,523	\$2,191,290	\$1,879,889	\$903,000	\$7,524,714
OR	Umatilla	\$136,772	0.2563%	\$924,002	\$799,799	\$674,822	\$640,790	\$3,143,793
OR	Umatilla	\$131,425	0.2703%	\$958,269	\$805,698	\$683,904	\$1,009,481	\$3,457,932
OR	Wallowa	\$103,019	0.4382%	\$1,473,220	\$1,079,842	\$919,827	\$1,588,925	\$4,954,894
OR	Wasco	\$184,189	0.2388%	\$2,607,997	\$2,189,884	\$1,941,321	\$1,726,889	\$8,126,181
OR	Wheeler	\$26,872	0.1809%	\$1,076,647	\$910,559	\$779,621	\$559,461	\$3,476,082
OR	Yamhill	\$28,692	0.0501%	\$707,011	\$527,099	\$510,877	\$240,349	\$2,084,712
PA	Allegheny	\$1,094,792	0.1309%	\$1,774,174	\$1,079,823	\$1,000,118	\$573,826	\$5,528,826
PA	Franklin	\$1,102,089	0.3020%	\$1,334,821	\$1,144,050	\$978,489	\$1,312,183	\$4,799,544
PA	McKean	\$1,282,210	0.1910%	\$1,642,381	\$1,332,455	\$1,113,842	\$629,420	\$4,705,571
PA	Warren	\$1,360,198	0.2017%	\$1,671,262	\$1,411,255	\$1,207,022	\$747,352	\$5,031,303
RI	San Juan	\$45,181	0.0264%	\$191,842	\$119,658	\$100,792	\$68,113	\$453,404
SC	Aiken	\$27,757	0.0003%	\$2,706	\$2,002	\$1,981	\$918	\$7,613
SC	Abbeville	\$1	0.0000%	\$106,376	\$114,162	\$26,494	\$109,420	\$499,490
SC	Berkley	\$35,024	0.1273%	\$538,244	\$539,806	\$461,678	\$464,174	\$2,104,894
SC	Charleston	\$11,704	0.0291%	\$106,391	\$178,441	\$149,239	\$84,200	\$491,284
SC	Cherokee	\$23,459	0.0122%	\$72,819	\$61,489	\$52,544	\$45,529	\$262,472
SC	Edgefield	\$27,329	0.0995%	\$182,127	\$168,796	\$121,021	\$120,424	\$794,682
SC	Fairfield	\$17,822	0.0119%	\$66,122	\$54,940	\$47,032	\$45,321	\$210,472
SC	Greenwood	\$17,712	0.0166%	\$52,893	\$43,191	\$49,418	\$35,729	\$200,105
SC	Laurens	\$33,672	0.0394%	\$123,137	\$102,913	\$88,923	\$93,625	\$320,748
SC	McCormick	\$19,822	0.0739%	\$68,619	\$43,722	\$38,447	\$26,677	\$1,027,454
SC	Newberry	\$20,859	0.0129%	\$62,812	\$33,041	\$24,364	\$22,948	\$1,050,182
SC	Oconee	\$136,060	0.0819%	\$470,004	\$396,943	\$230,498	\$232,948	\$1,439,446
SC	Saluda	\$73,440	0.0040%	\$28,893	\$21,701	\$16,569	\$14,613	\$80,574
SC	Union	\$29,472	0.0895%	\$292,377	\$297,963	\$254,425	\$209,224	\$1,143,659
SC	Conner	\$83,330	0.1780%	\$1,025,089	\$665,983	\$740,225	\$540,795	\$8,279,812
SD	Fall River	\$27,673	0.0917%	\$114,189	\$111,554	\$9,782	\$8,399	\$127,442
SD	Harding	\$9,353	0.0590%	\$11,554	\$10,204	\$11,339	\$104,579	\$500,328
SD	Lawrence	\$673,205	0.1420%	\$944,474	\$775,334	\$546,009	\$410,722	\$2,710,539
SD	Meade	\$84,625	0.0180%	\$141,730	\$119,659	\$100,360	\$82,371	\$432,144
SD	Pennsylvanian	\$78,823	0.0929%	\$1,206,422	\$1,095,791	\$928,040	\$670,903	\$3,950,237
TN	Carter	\$22,140	0.0459%	\$225,749	\$205,970	\$165,719	\$186,797	\$798,824
TN	Cocker	\$13,306	0.0340%	\$169,892	\$102,902	\$137,619	\$123,650	\$684,281
TN	Cross	\$9,513	0.0113%	\$98,693	\$81,943	\$45,449	\$41,264	\$194,620
TN	Johnson	\$10,719	0.0371%	\$185,293	\$169,731	\$150,057	\$136,061	\$677,983
TN	Martin	\$914	0.0014%	\$6,771	\$6,794	\$7,694	\$4,305	\$23,264
TN	Monroe	\$21,848	0.0745%	\$275,897	\$236,214	\$201,804	\$271,829	\$1,201,501
TN	Polk	\$35,949	0.0896%	\$128,221	\$296,219	\$265,697	\$239,177	\$1,128,069

## Beth Hulse

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**From:** Dale Surrett  
**Sent:** Wednesday, November 05, 2008 1:33 PM  
**To:** Beth Hulse  
**Subject:** FW: FPVFD Funds

Beth,

Can you have a copy of this for each CC member tomorrow? I will bring it up.

DS

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**From:** lcw [mailto:firedeude801@bellsouth.net]  
**Sent:** Tuesday, November 04, 2008 10:40 PM  
**To:** Rodney Burdette  
**Cc:** Dale Surrett  
**Subject:** FW: FPVFD Funds

Rodney,

I discussed the issue of funds that we have available - resultant from turnout gear purchases - with members at our regular meeting last evening.

We discussed the concerns of Administrator Surrett and Council which obviously are intended to ensure we are spending funds in a manner that is in the best interest of those whom we serve. The group re-addressed the issues previously covered by the Committee we had that made the proposal for rescue type equipment. The ensuing discussion was insightful and fairly lengthy. We addressed many aspects of our core business including ISO needs, and included real world statistics of the types and amount of calls to which we respond.

We have studied ISO for many years and currently have a 'five' rating that is not in jeopardy and have eliminated the split rating by implementation of a formal water shuttle. To achieve a 'four' rating is not considered cost effective at this time. The next item we will need to fund is a sub-station or addition to our station. At this time, we are not prepared, or able, to make the financial commitment to pursue this avenue. The major impediment, other than cost, is land acquisition. We are working with our State and Federal Legislators to acquire property on S. HWY 11 at I-85. We are beginning ground work to apply for a grant for a multi-agency (EMS, Fire, LE) facility for this property. With luck no local funds will be needed for this project.

Having considered and discussed these issues, the members concluded that the current priority is to purchase the extrication/stabilization equipment as previously requested. We have a number of examples where we have needed this equipment and it was not available. On one call in particular, the lack of adequate cribbing and heavy lifting bags delayed extrication of a driver from an overturned tractor-trailer. Additionally, even if other agencies arrive with equipment, it has not been adequate for several incidences. The last was a 5 vehicle accident that required extensive extrication on multiple vehicles over a 100+ yard accident scene. We needed stabilization equipment as late as last week on a call on HWY 11 in South Union district.

Without digressing into a hard-core sell, please realize that the potential to positively affect lives in our district, at this time, this equipment is the highest priority.

Thanks for your consideration and support.

Sincerely,

*Larry C. Wilkerson*  
 Larry C. Wilkerson, Chief  
 Fair Play Fire Department

11/5/2008