



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, November 19, 2013

6:00 PM

Limited to forty [40] minutes, four [4] minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens with comments related to a specific action agenda item will be called first.

If time permits additional citizens may be permitted to speak on a non agenda items [at the discretion of the Chair].

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
✓ 1	John Daben		
✓ 2	DONNA LINSIN	MERGER	
✓ 3	Ward Fetrow		Yes
4			
5			
✓ 6	BRIT HODGINS	MERGER +	
✓ 7	BEN TURETZKY	ZEO Complaint Regs	YES
8			
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✓ 18	BT		
19			
20			

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

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

NOTE: Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

Council may make closing comments directly following the public & extended public comment sessions if time permits.

FOLKS Comments to Oconee County Council
November 19, 2013

FOLKS is now going into our 21st year. From our very beginning in 1993 we have had “Ombudsmen” to assist citizens in finding the place to call or go to lodge a complaint regarding what they believed were illegal or environmentally harmful things being done to the lake and its watershed. The requests for assistance ranged from reporting unknowing? people blowing their backyard leaves into the lake – not illegal but very poor practice; to clear cutting trees down to the shoreline – maybe illegal because of county buffer regulations or violations of the Duke Energy project boundary regulations; to the most frequent complaint – improper installation or the absence of such things as silt fences causing siltation to flow over a neighbor’s land or into the lake or stream. Our first effort has always been to work with the alleged offender to discuss the effects of their actions and enticing them into changing their ways. If that did not work we file a complaint with the proper agency.

I want to draw your attention to Section 38-2.7 of the Oconee County ZEO entitled “Complaints” and request that you ask the County Attorney to explain the legislative intent of this section and to give an opinion as to its legality. There does not appear to us to be any intent other than to prevent legitimate complaints being lodged to stop and/or mitigate environmentally harmful actions. We would like to see the complainant’s Planning District residency requirement removed from the ZEO.

Section 38-2.7 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. Complainants must reside within the same planning district in which the potential violation lies. All complaints shall be acted on within ten (10) days of submission. Anonymous reports of alleged violations will not be considered valid.

Ben Turetzky, Executive Director FOLKS
903-4692

Capital Project Sales Tax Commission Report to County Council

November 19, 2013

Brief History

- Section 4-10-300 of SC Code of Laws authorizes counties to impose a 1¢ sales and use tax for specific capital projects
- The tax may be imposed in two-year increments not to exceed eight years from the date of imposition
- Revenues from the tax may only be utilized for capital projects approved by the voters on the referendum and not operations.
- County Council initiates the process by adoption of a resolution to create a commission charged with development of the project list and referendum question.

The Commission [CPSTC]

- The commission consists of 6 members; 3 appointed by the governing body of the county, and 3 appointed by the municipalities [Section 4-10-320 of SC Code]
 - Ms. Brenda Davis City of Westminster Member
 - Mr. Don Fuller At Large Member
 - Mr. Glen McPheeters At Large Member
 - Ms. Thelma Miller City of Walhalla Member
 - Mr. Russell Price At Large Member
 - Ms. Mollie Smith City of Seneca Member
 - County Council appointed Clerk to Council Elizabeth Hulse to act as staff liaison/secretary

The Commission's Role

- The Capital Project Tax Commission develops:
 - The formal project list
 - The referendum question for inclusion in an ordinance to be considered and approved by County Council to initiate the referendum

County Council's Role

- County Council does not create the list.
- County Council cannot directly add or remove any project on the list
- County Council will have the county attorney prepare an ordinance with the referendum question included. The ordinance will have three readings and a public hearing.

CPSTC Roles/Responsibilities

- It is **NOT** the role of the Capital Project Sales Tax Commission to
 - promote specific projects
 - promote passage of the referendum unless directed by Council
- It **IS** the role of the Capital Project Sales Tax Commission to provide accurate information regarding the process and list compilation to interested parties.

CPSTC Actions to Date

- Four Meetings since Appointment
- Election of Officers
 - Mr. Russell Price, Chair
 - Ms. Thelma Miller, Vice Chair
- Established Minimum Project Value: \$250,000
- Created Project Submission Documents
- Developing Public Awareness Program
- Established Calendar for Submission & Review of Project

Submission Documentation

- Creation of Project Tracking & Evaluation forms:
 - Project Submittal Form
 - Project Criteria Questionnaire
 - Reviewer Scoring Sheet
 - Project Scoring Summary Sheet



OCONEE COUNTY
CAPITAL PROJECT SALES TAX COMMISSION
Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

PROJECT SUBMITTAL FORM

1. PRO
- 2.
3. Projes
4. Estima
5. Fundin
Iron
6. Net Amou
7. Bene
8. Entity Cont
9. Submitter



Oconee County, South Carolina

Capital Project Sales Tax Commission
Project Criteria Questionnaire

Oconee County, South Carolina

Capital Project Sales Tax Commission
Reviewer Scoring Sheet



PROJECT NAME: _____

Instructions: Evaluate each statement listed in the Considerations column in terms of applicability to the proposed project. Score each consideration between 0 and 10, with 0 indicating the consideration is definitely false, and 10 indicating the stated consideration is definitely true. Scores between 0 and 10 indicate varying degrees of probability that the statement is true or false, with 5 indicating there is an equal chance the statement is either true or false.

REVIEWER:	1 - 10
1 Does the proposed project directly address a health and/or safety needs in Oconee County?	
2 Does the proposed project address a federal/state mandate?	
3 Is the proposed project consistent with adopted strategic plans for either the county of	

Oconee County, South Carolina
Capital Project Sales Tax Commission
PROJECT SCORING SUMMARY SHEET

PROJECT NAME: _____

	Davis	Fuller	McPherson	Miller	Price	Smith	AVG.
1 Does the proposed project directly address a health and/or safety needs in Oconee County?							
2 Does the proposed project address a federal/state mandate?							
3 Is the proposed project consistent with adopted strategic plans for either the county of one or more of the municipalities?							
4 Does the proposed project implement the recommendations of a previous study?							
5 Has the proposed project been included in previous Capital Improvement Plans for the County or another organization?							
6 Will the proposed project result in the creation of (or retention of) jobs?							
7 Will the proposed project facilitate development that directly enhances revenues through taxes or fees?							
8 Will the proposed project enhance the County's image, thereby attracting potential investors?							
9 Will the proposed project help prevent the loss of jobs and/or revenue (other than any discussed above in this section) from Oconee County?							
10 Will the proposed project facilitate acquisition of grants and/or other outside funding?							
11 Will the project be economically sustainable?							
12 Is the proposed project supported by available or previously designated funding?							
13 Will construction/acquisition of the proposed project now result in significant savings or economies of scale?							
14 Will the proposed project improve the efficiency of existing operations?							
15 Will the proposed project require additional resources (staff, funding, etc.) to support its operation after completion?							
16 Will the proposed project improve levels of service provided?							
17 Does the proposed project coordinate well with other ongoing or planned projects?							
18 Does the proposed project address needs or otherwise benefit other jurisdictions?							
19 Will the project create any disruption or inconvenience to the public?							

Scores for evaluation purposes only; not to establish project rankings. CPSTC will establish ranking of projects after reviewed, scored and discussed.

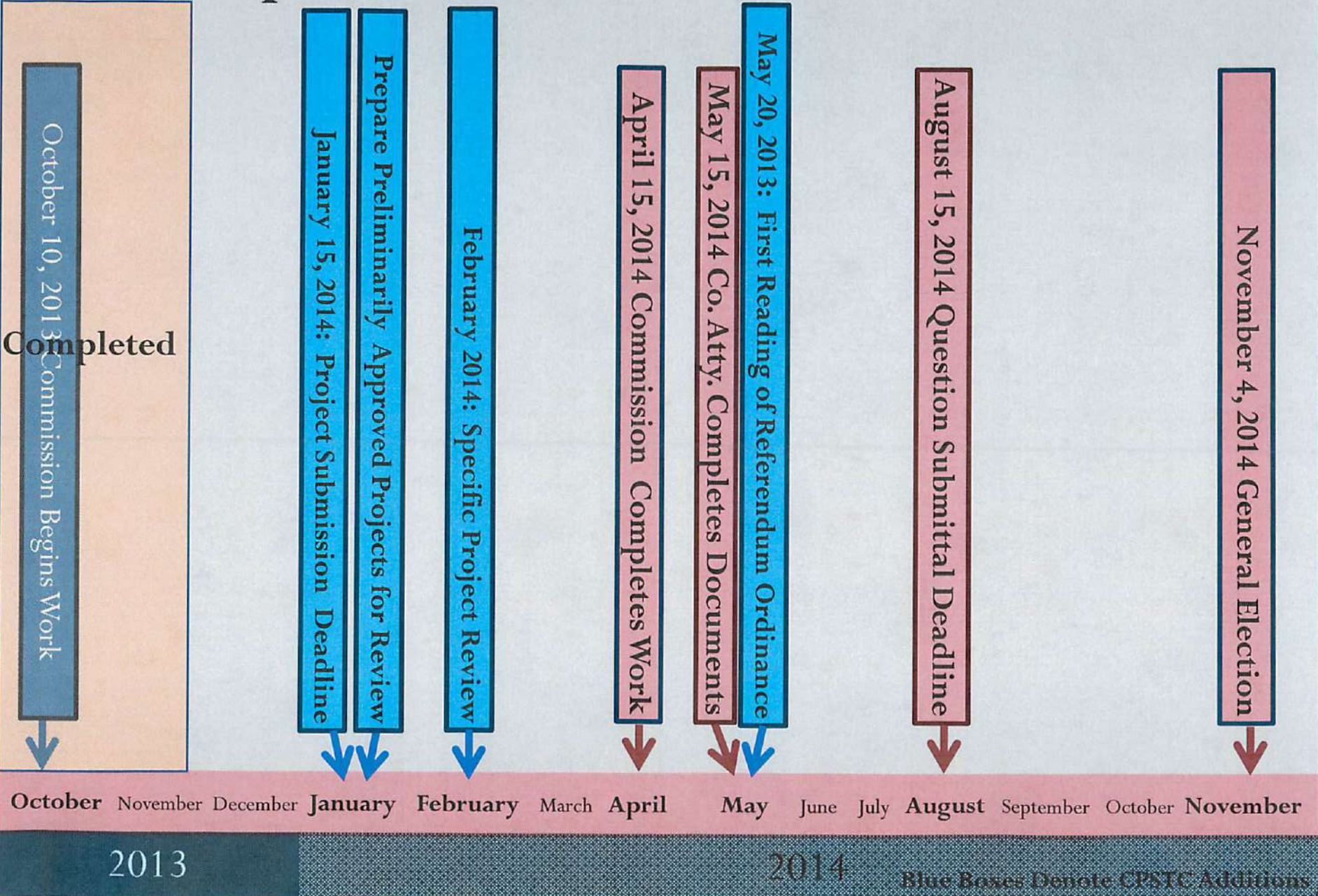
recommendations of a previous study?
a previous Capital Improvement Plans for
ation of (or retention of) jobs?
opment that directly enhances revenues
umy's image, thereby attracting potential
: loss of jobs and/or revenue (other than any
nce County?
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of service provided?
l with other ongoing or planned projects?
r otherwise benefit other jurisdictions?
onvenience to the public?

*by - not to establish project rankings.
- all projects reviewed, scored and discussed.*

Public Awareness Program

- Posted on a Bulletin Board at the County Offices
- Posted on the Oconee County Website
[main page, council main page, council committee agenda / minutes page]
- Box Ad in Daily Journal Newspaper
- Media Contact
- Information Mailing to key groups regarding submission of projects for review:
 - County Departments
 - Municipalities
 - Civic Groups
 - Industrial Group
 - Agriculture Community Leaders

Proposed Timeline with Critical Dates



Questions or Comments?

 IT ONLY
MAKES CENTS!

OCONEE ALLIANCE

Report to
Oconee County Council
November 2013

AGENDA

- * Background – *How we got here...*
- * New Focus on Community and Economic Development
- * Next Steps
- * Questions

BACKGROUND

- * How we got here...
 - * Recognized Successes of the Oconee Alliance
 - * New Approach and Strategic Plan for Economic Development
 - * Private Sector Emphasis on a Merger
 - * Public Sector Support Towards Consolidation

BACKGROUND

- * Presentation to Council, Sept. 2013
 - * *60 Day Charge to Work out Details*
- * OA Board Commissioned a Committee to Finalize Details of Merger
- * Oct. 2013, OA Board unanimously votes to merge

NEW FOCUS

- * The Oconee Economic Alliance – “A *Community Development Partnership*”
- * Recognized 501 c 6 structure in place, will form a 501 c 3
- * New Office Space
- * New Board of Directors, up to 19 members
 - * New Executive Cmte., Jan. 2014

NEW FOCUS

- * The Oconee Economic Alliance will work to make Oconee County the premier business location in South Carolina with an unparalleled quality of life
- * It will be a public-private partnership to grow the local economy

NEW FOCUS

* Priorities:

* Economic Development

- * Retention – “Oconee Business First”
- * Recruitment
- * Marketing
- * Product Development
- * Workforce Development
- * Entrepreneurial, Commercial & Small Business
- * Partnering with OCIG & TCEDC

NEW FOCUS

- * Implementing Vision 2028 Plan:
 - * A Planned Choice
 - * An Educated Choice
 - * A Working Choice
 - * A Destination Choice
 - * A Safe and Healthy Choice
 - * A Natural Choice

NEW FOCUS

- * Community Development:
 - * Convener, *monthly meetings*
 - * Facilitator
 - * Communicator
 - * Team member

- * Workforce Development Champion

NEW ROADMAP

- * To Continue the Work to Improve Oconee via a true Public/Private Partnership
- * Focus on Comprehensive Economic Development, Workforce Initiatives and Community Betterment
- * This laser-focused approach will yield a better tomorrow for Oconee County

NEXT STEPS

- * *The Time is Now*

- * You Have Invested in Product and Aligned Priorities

- * Positive Traction Has Been Made

- * Next Level... It is Time for Oconee Citizens and the Business Community to Be Bold in Supporting the new Oconee Economic Alliance

- * Issuance of County Council Support

- * Tonight, please vote to support the merger

CONCLUSION

- * Thank you for the past support and your leadership
- * Strong Roots. New Growth.
- * Questions?



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: November 19, 2013 6:00 p.m.**

Ordinance 2013-33 "AN ORDINANCE AUTHORIZING ACCEPTANCE OF TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE CITY OF SENECA AND AUTHORIZING AN INTERGOVERNMENT AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; AND OTHER MATTERS RELATED THERETO"

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

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

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

Commission appointed by Council should do so in an appropriate manner.

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

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

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

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

Please PRINT your name

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None

[Handwritten signature]

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-33

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE TRANSFER OF AUTHORITY FOR CONDUCTING MUNICIPAL ELECTIONS FOR THE CITY OF SENECA, AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "County Code"), as amended, from time to time; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), local governments, including counties, municipalities, and special service districts, may enter into intergovernmental agreements (the "Agreement") with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, the city of Seneca (the "City") is a municipality of the State and County, pursuant to the authority established in Section 5-1-10 of the Code, and is declared to be a perpetual body, politic and corporate, entitled to exercise all the powers and privileges provided for a municipal corporation in this State; and,

WHEREAS, Section 5-15-145 of the Code provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from a City's Municipal Election Commission (the "City Commission") to a County's Voter Registration and Election Commission (the "County Commission") upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all authority, powers, duties, and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances embodying terms of the Agreement related to such transfer; and,

WHEREAS, pursuant to the foregoing authorities the City has indicated a desire to transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the City to the County Commission, and has commenced proceedings for the adoption of Ordinance Number 2013-15 for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City from the City's Commission to the County's Commission; and,

WHEREAS, the County Council finds that the County's Commission is willing to assume the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City upon the terms and conditions outlined in this Ordinance and embodied in the attached Agreement, and the County Council finds that it is proper, appropriate and in the public interest for the County Council to adopt this Ordinance accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from the City's Commission to the County's Commission, on the terms and conditions herein contained and embodied in the attached Agreement. A copy of the Agreement is attached hereto as **Exhibit A**, and is hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, pursuant to the foregoing authorities, the City and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of an Agreement that: provides for the transfer of all authority for conducting municipal elections in the City from the City's Commission to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the City; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

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

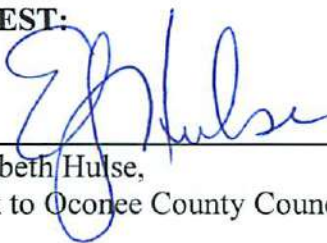
1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein. It is the specific intent of the County Council to enact an ordinance that is fully authorized by the law and Constitution of the State, and is consistent with and does not violate State law.
2. The attached form of the Agreement, attached hereto as **Exhibit A**, is hereby incorporated herein as fully as if set forth verbatim herein, in the form attached to this Ordinance and presented to the County Council meeting at which this Ordinance is to be approved, and is hereby adopted and approved, for execution by the County.
3. The Chairman of County Council, upon the advice and recommendation of the County Attorney, and the County, acting by and through the Chairman of County Council, are hereby authorized to execute and deliver the attached Agreement, and to implement the Agreement, in the form approved hereby, or with such changes as do not materially adversely affect the County, upon the advice and recommendation of the County Attorney, all subject to the terms and provisions thereof.
4. The County Council, as the governing body of the County and on behalf of the County, hereby accepts all authority powers, duties, and responsibilities to conduct municipal elections in the City, and through the execution and implementation of the attached Agreement all such authority, powers, duties, and responsibilities shall be transferred

from the City's Commission to the County's Commission, all subject to the terms of the attached Agreement.

5. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
6. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Agreement attached hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
7. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
8. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this 19th day of November, 2013.

ATTEST:



Elizabeth Hulse,
Clerk to Oconee County Council



Joel Thrift,
Chairman, Oconee County Council

First Reading: October 15, 2013 [title only]
Second Reading: November 5, 2013
Public Hearing: November 19, 2013
Third Reading: November 19, 2013

**CITY OF SENECA, SOUTH CAROLINA
ORDINANCE NUMBER 2013-15**

AN ORDINANCE AUTHORIZING THE TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE CITY OF SENECA TO OCOREE COUNTY AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Seneca, South Carolina (the "City"), a municipal corporation and body politic and political subdivision duly organized and existing under the laws of the State of South Carolina (the "State"), acting by and through its governing body, the Seneca City Council (the "City Council"), has previously adopted certain ordinances for the effective, efficient governance of the City; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), local governments, including counties, municipalities, and special service districts, may enter into intergovernmental agreements (the "Agreement") with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, Section 5-15-145 of the Code provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from a City's Municipal Election Commission (the "City Commission") to a County's Voter Registration and Election Commission (the "County Commission") upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all authority, powers, duties and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances embodying terms of the Agreement related to such transfer; and,

WHEREAS, pursuant to the foregoing authorities the City desires to transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the City to Oconee County (the "County"), and to that end the City has proposed this Ordinance to City Council to authorize the execution and implementation of an Agreement to transfer all authority, powers, duties, and responsibilities for conducting municipal elections in the City from the City's Commission to the County's Commission. A copy of the Agreement is attached hereto as Exhibit "A", and is hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, pursuant to the foregoing authorities the County Council has found or will find the County's Commission is willing to assume the transfer of all authority powers, duties and responsibilities for conducting municipal elections in the City upon the terms and conditions outlined in the attached Agreement, and have commenced proceedings for the adoption of Ordinance Number 2013-_____ that accepts the transfer of all authority, powers,

duties, and responsibilities for conducting municipal elections from the City's Commission to the County's Commission; and,

WHEREAS, pursuant to the foregoing authorities, the City and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of an Agreement that: provides for the transfer of all authority for conducting municipal elections in the City from the City's Commissions to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the City; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the City Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein.

2. The attached form of the Agreement, attached hereto as Exhibit "A", is hereby incorporated herein as fully as if set forth verbatim herein, in the form attached to this Ordinance and presented to the City Council meeting at which this Ordinance is to be approved, and is hereby adopted and approved, for execution by the City.

3. The Mayor, upon the advice and recommendation of the City Attorney, and the City, acting by and through the City Council, are hereby authorized to execute and deliver the attached Agreement, and to implement the Agreement, in the form approved hereby, or with such changes as do not materially adversely affect the City, upon the advice and recommendation of the City Attorney, all subject to the terms and provisions hereof.

4. The City Council, as the governing body of the City hereby transfers all authority powers, duties, and responsibilities to conduct municipal elections in the City, and through the execution and implementation of the attached Agreement all such authority powers, duties and responsibilities shall be transferred from the City's Commission to the County's Commission, all subject to the terms of the attached Agreement.

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

6. All ordinances, orders, resolutions, and actions of the City Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked and rescinded. However, nothing contained herein, or in the Agreement attached hereto, shall cancel, void, or revoke or shall be interpreted as cancelling, voiding or revoking in any

regard any prior City acts, actions or decisions of the City or the City Council, in any regard, except as explicitly and specifically stated herein.

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

8. This Ordinance shall take effect and be in full force and effect from and after the second reading and the public hearing and enactment by the City Council in accordance with the City Code.

PROPOSED ORDINANCE APPROVED AS TO FORM this _____ day of _____, 2013.


MICHAEL J. SMITH, City Attorney

APPROVED AND RATIFIED on First Reading this 13th day of August, 2013 by a vote of

8 YES 0 NO _____ ABSTAIN


_____, Clerk

APPROVED, RATIFIED AND ADOPTED on Second and Final Reading this 10th day of September, 2013 by a vote of:

8 YES 0 NO _____ ABSTAIN

Attest:  _____ Mayor  _____ Clerk

EXHIBIT "A"

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE) INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2013, by and between THE CITY OF SENECA, a municipal corporation duly organized and existing under the laws of the State of South Carolina, hereinafter referred to as the "City", and OCONEE COUNTY, a body politic and corporate and political subdivision of the State of South Carolina, hereinafter referred to as the "County".

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), local governments, including counties, municipalities and special service districts, may enter into intergovernmental agreements (the "Agreement") with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, Section 5-15-145 of the Code provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from a City's Municipal Election Commission (the "City Commission") to a County's Voter Registration and Election Commission (the "County Commission") upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all such authority, powers, duties and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances, etc.; and,

WHEREAS, pursuant to the foregoing authorities the City has indicated a desire to transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the City to the County Commission and have commenced proceedings for the adoptions of ordinances for the transfer of all authority, powers, duties and responsibilities for conducting municipal elections in the City from the City's Commission to the County's Commission; and,

WHEREAS, pursuant to the foregoing authorities, the County Commission is willing to assume the transfer of all authority, powers, duties and responsibilities for conducting municipal elections in the City and the County has approved the adoption of Ordinance Number 2013-____ authorizing an Agreement that accepts the transfer of all authority, powers, duties and responsibilities for conducting municipal elections from the City's Commission to the County's Commission; and,

WHEREAS, pursuant to the foregoing authorities, the City and the County through authorization from their respective governing bodies, as required by the Code desire to enter into an Agreement that: provides for the transfer of all authority, powers, duties and responsibilities for conducting municipal elections in the City from the City's Commissions to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's

Commission for the conduct of municipal elections in the City; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the City of Seneca and Oneida County (collectively the "Parties" or singularly the "Party") agree as follows:

1. The City hereby and by the City Ordinance authorizing the execution and delivery of this Agreement transfers all authority, powers, duties and responsibilities for conducting municipal elections within the City from the City's Commission to the County's Commission.

2. The County hereby and by County Ordinance Number 2013-_____ authorizing the execution and delivery of this Agreement, accepts the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City and all such authority, powers, duties and responsibilities shall be transferred from the City's Commission to the County's Commission.

3. The County's Commission shall advertise municipal elections, prepare and distribute ballots and election materials, appoint managers of elections for each polling place and otherwise supervise and conduct all municipal elections within the City.

4. The County's Commission shall begin to count and continuously count the votes cast and make a statement of the whole number of the votes cast in such elections together with the number of votes cast for each candidate for mayor and councilperson., canvass the vote and publicly display the unofficial results immediately upon the closing of the polls at any municipal election in the City.

5. The County's Commission shall certify the results of the elections and transmit the certified results to the City council or an appointed authority representing the City government as soon as practicable following the certification.

6. The County's Commission shall accept candidate filings and filing fees, including, but not limited to notices of candidacy, candidacy pledges, hear and decide protests and certify results of municipal elections.

7. The County's Commission shall utilize an Automated Election System and computer counting with the count publicly conducted.

8. The County's Commission shall take such other action as may be necessary or appropriate to conduct municipal elections and certify the results.

9. The County's Commission shall provide invoices and/or other documentation to the City of all costs and expenses incurred in the conduct of City Municipal elections, protests,

certification of results, litigation or other related or similar costs which may be incurred, not specifically mentioned in this Agreement.

10. The City shall reimburse the County's Commission for all costs incurred in providing ballots, advertising elections, printing costs, postage, transportation costs, temporary help, programming charges, poll managers' compensation and all other related expenses incurred in its conduct of municipal elections in the City.

11. In the event a protest is filed or litigation is commenced in connection with the conduct of municipal elections, the City shall pay all court costs, attorney fees, court reporter fees and costs, and other costs and expenses incurred in such protest or litigation.

12. Each party shall defend and pay all claims for damages to person and/or property, including court costs and attorney's fees, against it arising out of or in any way connected with the performance of this Agreement by the County, its agents and employees. Both Parties agree to immediately notify the other Party of any civil action arising out of the operation of this Agreement.

13. The City shall give its full and complete cooperation to the county, and provide any reasonable assistance which may be requested by the County related to the administration and enforcement of the terms and provisions of this Agreement.

14. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect and such determination shall not affect the rest and remainder of this Agreement, all of which is hereby deemed separable. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the Parties shall promptly renegotiate an enforceable replacement provision.

15. This Agreement shall become effective upon the date of execution by the last Party to sign and receipt of pre-clearance and positive response to the transition of authority, powers, duties and responsibilities for conducting municipal elections from the United States Justice Department, and shall be for an indefinite time unless terminated in accordance with the provisions of Paragraph Sixteen (16) of this Agreement.

16. This Agreement may be terminated at any time by either of the Parties upon at least sixty (60) days written notice to the other of its intent to terminate or to withdraw authorization for the Agreement. Such written notice may be given by either Party, and shall be deemed to have been duly give, if either Party personally delivers or mails (as of the postmark date) its intent to terminate and withdraw its authorization for the Agreement to the respective addresses stated below:

To the County at: County of Oconee
Attn: County Administrator
415 S. Pine Street
Walhalla, SC 29691

To the City at: City of Seneca
Attn: Mayor
P.O. Box 4773
Seneca, SC 29679

Either of the Parties may, at any time, change the address for notices to such Party by delivering or mailing a notice at least five (5) days prior to such address change, and setting forth the changed address.

17. This Agreement shall only be modified or amended with the mutual consent and approval of the Parties in writing.

18. This Agreement contains all matters considered by the Parties and shall constitute the complete and entire agreement between the Parties and no statement or representation not contained herein shall be valid.

19. All other Agreements, orders, resolutions, ordinances or parts of continuances inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked and rescinded. However, nothing contained herein, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior City or County acts, actions or decisions of the City or County or the City or County Council, in any regard, except as explicitly and specifically stated herein.

20. This Agreement shall be construed and enforced under the laws of the State of South Carolina.

WITNESS our hands and seals this 10th day of September, 2013.

WITNESSES:

Gal Seavey
Wm. R. Rely

CITY OF SEMECA, SOUTH CAROLINA

By: Daniel W. Alexander
Daniel W. Alexander, Mayor City of Seneca
Seneca, South Carolina

WITNESSES:

Joel Thrift
Richard S. Bane

OCONEE COUNTY, SOUTH CAROLINA

By: Joel Thrift
Joel Thrift, Chairman, Oconee County Council
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-08**

AN ORDINANCE TO AMEND SECTION 26-11, ENTITLED *IDENTIFY ROADS IN THE COUNTY ROAD SYSTEM*, OF DIVISION 1, ENTITLED *UNIFIED ROAD STANDARDS FOR THE UNINCORPORATED AREAS OF OCONEE COUNTY*, OF CHAPTER 26, ENTITLED *ROADS AND BRIDGES*, OF THE OCONEE COUNTY CODE OF ORDINANCES; AMEND THE OFFICIAL OCONEE COUNTY ROAD MAP INCORPORATED THEREIN; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended, from time to time; and

WHEREAS, in accordance with Section 57-17-10 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), the governing body of a county shall have control and supervision of all roads designated county roads contained therein; and

WHEREAS, Section 26-6, entitled *Acceptance Of Roads Into County Road System*, of the Code of Ordinances, contains provisions, procedures, and standards for any road intended for future acceptance into the official County road system (the "County Road System"); and

WHEREAS, Section 26-11, entitled *Identify Roads In The County Road System*, of Division 1, entitled *Unified Road Standards For The Unincorporated Areas Of Oconee County*, of Chapter 26, entitled *Roads And Bridges*, of the Code of Ordinances, contains terms, provisions, procedures for identifying which roads in the County are County roads, and the County map (the "County Map") applicable to identifying such roads in the County Road System; and

WHEREAS, from time to time, provisions of the Code of Ordinances need to be amended, to update such provisions, to clarify guidelines and procedures and rules applicable to County government, to keep the Code of Ordinances in concert and accord with State and County law and regulations and to meet the changing needs of the County; and

WHEREAS, there is a need to amend the procedures, County Map, and law of the County, to keep the Code of Ordinances in concert and accord with State and County law and regulations and to meet the changing needs of the County, with regard to the County Road System; and

WHEREAS, there is a need to amend, specifically, Section 26-11, entitled *Identify Roads In The County Road System*, of Division 1, entitled *Unified Road Standards For The Unincorporated Areas Of Oconee County*, of Chapter 26, entitled *Roads And Bridges*, of the Code of Ordinances, and the County Map incorporated therein, to reflect current policies and procedures of the County with regard to the County Road System:

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

1. The statements of fact and policy from the preamble of this ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this ordinance as fully as if set forth verbatim herein.
2. The entire content of the current Section 26-11, entitled *Identify Roads In The County Road System*, of Division 1, entitled *Unified Road Standards For The Unincorporated Areas Of Oconee County*, of Chapter 26, entitled *Roads And Bridges*, of the Code of Ordinances, is hereby revoked, stricken, rewritten, and replaced in its entirety with the rewritten Section 26-11 set forth in **Exhibit A**, which is hereby incorporated herein as fully as if set forth verbatim, herein.
3. The County Map previously adopted by Section 26-11, entitled *Identify Roads In The County Road System*, of Division 1, entitled *Unified Road Standards For The Unincorporated Areas Of Oconee County*, of Chapter 26, entitled *Roads And Bridges*, of the Code of Ordinances, is hereby revoked, stricken, rewritten and redrawn, and replaced in its entirety with the rewritten and redrawn County Map as set forth in **Exhibit B**, which is hereby incorporated herein as fully as if set forth verbatim, herein.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
5. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in **Exhibit A** or **Exhibit B** hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
6. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

7. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the Code of Ordinances.

Ordained in meeting, duly assembled, this ___ day of _____, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: March 19, 2013
Second Reading: November 19, 2013
Public Hearing: _____
Third Reading: _____

EXHIBIT A

[Place the revised text of Section 26-11 here.]

Sec. 26-11. - Identify Roads In The County Road System.

(a) *Purpose.* The purpose of this Section is to establish the criteria, method and means of identification of all roads making up and comprising the Oconee County (the "County") road and highway system (the "County Road System") and to discontinue from the County Road System those streets, roads and highways found by the County to be useless and unnecessary for the convenience and necessity of the general public. Nothing herein shall be deemed to amend, alter, or revoke, in any regard Section 26-6 of the Oconee County Code of Ordinances (the "Code of Ordinances"), relating to the acceptance of roads into the County Road System, nor any other Section of Chapter 26 of the Code of Ordinances, except as explicitly addressed herein.

(b) *Oconee County road map.* The County department that currently maintains the Geographic Information System (the "GIS") of the County shall maintain in its office a map of the County and such other records as may be deemed necessary or convenient showing the location and number of each roadway within the County which is a part of the County Road System (the "County Map"). On the direction of the Oconee County Council, in accordance with policy established by the Oconee County Council and actions of the Oconee County Council, the Public Works Director shall request the County department that maintains the GIS to make such additions and deletions of road and highway sections upon such County Map, as may be necessary to keep such County Map current as conclusive evidence of the existence of a County road or highway. The Public Works Director shall review such additions and deletions of road and highway sections, made through the GIS, to such County Map for accuracy and shall inform the County Administrator that such County Map has been updated appropriately. At such time, the County Administrator shall inform the County Council that such County Map has been updated as directed by County Council. Where practical, written rights-of-way shall be obtained on roads and highways maintained by the County. Provided, however, recognizing that many roadways presently a part of the County Road System have been acquired by prescriptive right or use, written easements or deeds of right-of-way shall not be necessary to conclusively establish the existence of a County road. All newly-constructed County roads, including subdivision roads, shall become a part of the County Road System only in accordance with Section 26-6, hereof, and only when granted by written instrument, either by deed or dedication on plats of subdivisions duly filed in the office of the Clerk of Court which are formally accepted by the Administrator of the County, pursuant to policy established by the Oconee County Council.

Notwithstanding any other provision of this Section, it shall not be necessary to notify the Oconee County Council when merely the name of an existing County road or highway section, which is currently included in the County Road System, as evidenced by the inclusion of the road or highway section in the County Map, is changed on the County Map in accordance with existing County policy and procedures, to keep such County Map current.

(c) *Findings of fact.* The Oconee County Council, by this Section, declares the following findings of fact:

- (1) An attempt has been made and will continue to be made to identify all roadways located in the County which are useful and necessary for the traveling public and have been designated and treated by the County as County roads; and
- (2) Such roadways have been maintained by the County since at least January 1, 1981 or have been dedicated to and accepted by the County in accordance with then-current County policies as County roads; and
- (3) There exist many roadways which were formerly maintained by the County, upon which maintenance is no longer required by reason of disuse or which were maintained by the County under circumstances possibly contrary to the statutory law of this state, none of which have ever been accepted by the County as County roads or designated as such in accordance with then-current County policies.

(d) *Official roads; discontinuance of all other roads as Oconee County roads.* Based upon the continuing findings of fact of the Oconee County Council set out by subsection (c) hereof, the official road and highway system of Oconee County shall include only the following roads as Oconee County roads:

- (1) Those unpaved roads or highways continuously maintained by County equipment as duly authorized by the Administrator (or his/her predecessor) of the County since January 1, 1981, and thereafter, and treated as and called County roads; and
- (2) Those roadways, streets or highways accepted into the County Road System since January 1, 1981, by reason of and in accordance with the provisions of the Code of Ordinances pertaining to non-subdivision roads, including newly-constructed roads, and subdivision roads; and
- (3) All paved or asphalted roads running in and through the County other than roads and highways of the state and federal highway systems, and roads designated on the County records as "private roads", upon receipt of evidence satisfactory to the County Administrator and Public Works Director that such road(s) are, in fact, public roads of the County, including, without limitation, through proof of dedication to public use and acceptance by the County, or by proof of continuous use and maintenance as public roads by the County for the period of time as statutorily required by Section 15-67-210, *et. seq.*, of the Code of Laws of South Carolina, 1976, or successor legislation, as amended, to establish adverse possession, or other good and sufficient proof; provided, however, any portion of a paved road which has been barricaded or blocked because of the construction of Lakes Keowee, Hartwell or Jocassee shall not be considered part of the County Road System from the point of the blockade and shall not be maintained by the County. Upon the identification of any such "orphaned" sections of roads which were previously County roads, actions shall be initiated by the County pursuant to Section 57-9-10, *et. seq.*, of the Code of Laws of South Carolina, 1976, as amended, to make such

orphaned parts be judicially closed and abandoned and title thereto vested as dedicated by the courts.

Notwithstanding any other provision of this Section and upon recommendation of the Administrator or the Oconee County Council, on a case-by-case, specific basis, and only for good and sufficient cause shown, of record, any other road may be declared by the Oconee County Council to be a part of the County Road System.

No other roads are part of the County Road System, nor shall they be part of the County Road System without dedication to public use and acceptance by the County in strict accord with the Code of Ordinances. Only roads that are part of the County Road System in accordance with this Section shall be reflected on the County Map as County roads.

(e) *Status of abandoned state highways and roads within municipalities.* Notwithstanding the provisions of Section 57-5-120 of the Code of Laws of South Carolina, 1976, as amended, any section of the state highway system so abandoned outside the limits of any municipality located in the County shall not become a part of the County Road System unless specifically accepted by the County as a County road or highway and the abandonment of such road or highway by the state of South Carolina shall be prima facie evidence that the same is useless and not necessary or convenient for use by the public of the County. By appropriate action, however, the County may accept and incorporate any such abandoned roadway into its County Road System, at the Oconee County Council's sole discretion, and in accordance with this Chapter.

In the event a County municipality's boundaries are expanded, through annexation or other such action, and such expanded boundaries then encompass or include any part of a road that has previously been maintained by the County and incorporated as a County road into the County Road System, as evidenced by such road's inclusion in the County Map, the municipality whose expanded boundaries then encompass such road portion shall be solely and exclusively responsible for all maintenance, of whatever kind, of such road portion in accordance with Section 5-27-110 *et. seq.*, of the Code of Laws of South Carolina, 1976, as amended. Such road portion, only (not the remainder of the road which is not annexed), shall be removed from the County Road System and the County Map, in accordance with the guidelines and procedures set forth in this Chapter, and such road portion shall henceforth be a road of that municipality and shall no longer be a County road.

EXHIBIT B

[Place Official Map here.]

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-36

AN ORDINANCE TO CONDITION FUTURE PAYMENTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY ON THE RECEIPT AND SUFFICIENCY OF DETAILED INVOICES FROM THE OCONEE JOINT REGIONAL SEWER AUTHORITY; TO FORMALLY REQUEST THAT A MEMBER OF THE OCONEE COUNTY COUNCIL AND THE OCONEE COUNTY ADMINISTRATOR REPRESENT OCONEE COUNTY AT ANY AND ALL FUTURE MEETINGS OF THE OCONEE JOINT REGIONAL SEWER AUTHORITY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "County Code"), as amended, from time to time; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), local governments, including counties, municipalities, and governmental entities, may enter into intergovernmental agreements (the "Agreement") with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, the Oconee Joint Regional Sewer Authority (The "OJRSA") is a governmental entity and body politic of the State created by an Agreement entered into between the Cities of Seneca, Walhalla, and Westminster (collectively the "Parties"), pursuant to Chapter 25 of Title 6 of the Code (the "Joint Authority Water and Sewer Systems Act"), and is authorized to engage in the collection for treatment of wastewater; and,

WHEREAS, pursuant to Section 6-25-100(11) of the Joint Authority Water and Sewer Systems Act, the OJRSA has the power to make contracts and execute instruments or documents necessary or convenient to carry on the business of the OJRSA; and,

WHEREAS, pursuant to Section 4-9-30(3) of the Code, and particularly Section 6-25-30(C) of the Joint Authority Water and Sewer Systems Act, the County, within the authority granted by the State Constitution and the Joint Authority Water and Sewer Systems Act, and subject to the general laws of this State, has the power to make and execute contracts and Agreements with the OJRSA; and,

WHEREAS, pursuant to the foregoing authorities, the OJRSA and the County, through authorization from their respective governing bodies, as required by the Code, previously authorized and executed several Agreements (the "Genesis Documents"), that among other things, set forth certain rights, privileges, duties, and obligations of the Parties with regard to each other; and,

WHEREAS, since the execution and delivery of the Genesis Documents, time has passed and events have occurred that raised questions, on the County's part, regarding the governance of the OJRSA - these items of concern include, without limitation: voting rights issues, project approval, County funding, use of County funds in the manner and for the purposes listed in the Genesis Documents, County participation, management succession, legal representation, master planning, and accounting policies (the "Governance Concerns"); and,

WHEREAS, the voters of Oconee County, voting in a public referendum during the general election of 2012, overwhelmingly approved the use, by the County of ad valorem tax dollars to contract and operate a County sewer utility, thereby completely obviating the original need for the OJRSA, from the County's perspective; and,

WHEREAS, debt obligations originally belonging to the Oconee County Sewer Commission, which were one of the justifications for the payment of an annual amount of Six Hundred and Ten Thousand Dollars (\$610,000.00) (the "Annual Payment") from the County to the OJRSA, to be used by the OJRSA exclusively for sewer projects in the unincorporated portion of the County, have long since been retired; and,

WHEREAS, the Annual Payment has been made by the County faithfully since 2008, but the County has never received a complete and accurate accounting for the use of those funds, despite many oral and written requests therefore; and,

WHEREAS, pursuant to the foregoing authorities and because of Governance Concerns, and the other reasons noted, the County, through authorization from its governing body, as required by the Code, intends to condition any and all future payments of the Annual Payment and all other County payments to the OJRSA, pending the timely receipt and sufficiency, in the County's reasonable determination, of detailed invoice(s) from the OJRSA, listing the uses of such monies in the unincorporated areas of the County and giving a complete, detailed accounting of all such uses for all Annual Payments, from the outset to date, all subject to the sole reasonable approval of the County Council; and,

WHEREAS, pursuant to the foregoing authorities and because of Governance Concerns, the County, through authorization from its governing body, as required by the Code, further intends to direct the County Administrator to formally request of the governing body of the OJRSA that the County be represented by a member of the County Council and the County Administrator at any and all future OJRSA meetings to address the County's Governance Concerns, before all future Annual Payments are made:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein. It is the specific intent of the County Council to enact an ordinance that is fully authorized by the law and Constitution of the State, and is consistent with and does not violate State law.

2. The County, through the authorization of the County Council, hereby instructs the County Administrator to condition any and all future payments to the OJRSA, including, without limitation, payment of the Annual Payment, pending the timely receipt and sufficiency, in the County's reasonable determination, of detailed invoice(s) from the OJRSA, listing the uses of such monies in the unincorporated areas of the County and giving a complete, detailed accounting of all such uses for all Annual Payments, from the outset to date, all subject to the sole, reasonable approval of the County Council.
3. The County, through the authorization of the County Council, hereby directs the County Administrator to formally request of the governing body of the OJRSA that the County be represented by a member of the County Council and the County Administrator at any and all future OJRSA meetings to address the County's Governance Concerns, before all future Annual Payments are made.
4. The County Administrator is hereby authorized and directed to take any and all actions required of the County, or that he may deem desirable in his sole discretion, to give effect to the acts of the County Council as contemplated herein.
5. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
6. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
7. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
8. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this ___ day of _____, 2013.

ATTEST:

 Elizabeth Hulse,
 Clerk to Oconee County Council

 Joel Thrift,
 Chairman, Oconee County Council

First Reading: November 19, 2013
 Second Reading: _____
 Public Hearing: _____
 Third Reading: _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 19, 2013
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Revision of the May 18, 2010 Memorandum of Understanding (MOU) with Tri-County Technical College

BACKGROUND DESCRIPTION:

For each fiscal year, beginning with 2006 and continuing through 2009, the annual tax millage levied and collected specifically to provide the County's annual support of Tri-County Technical College (TCTC) exceeded their annual request. In fiscal year 2010, these "excess funds" were identified and totaled \$785,341. On May 18, 2010, the County and the College executed a MOU that outlined possession and usage of these excess funds. In 2011, TCTC had a shortfall in revenue collection and was able to use \$20,405 of the excess funds to offset the shortfall. The current balance of the excess funds is \$764,936 and must be returned to the County. As a result, a revised MOU between Oconee County and TCTC outlining the terms affecting these funds must be executed. The agreement provides for the future use of the excess funds which includes the County's intent to provide funding of \$75,000 from these funds for a pre-engineering study for a new TCTC student success center.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Since discovery in fiscal year 2010, the excess funds were classified as a prepaid on the County's special revenue fund, Tri-County Technical College Special Revenue Fund #250. This special revenue fund solely accounts for the tax collections for the County's support of TCTC. The deposit of these funds will eliminate the prepaid item and be added back to the cash for this fund. The use of the monies within this fund is legally restricted, in that they can only be disbursed by the County for operational and capital support for TCTC. No revenues or expenditures will be affected by this refund.

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

Approved by : MP Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS: N/A

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : N/A Grants

ATTACHMENTS

Memorandum of Understanding Between Oconee County and Tri-County Technical College Regarding Excess Funding Held for Future Projects

STAFF RECOMMENDATION [Brief Statement]:

Staff recommends that County Council approves and authorizes the execution of this MOU.

Submitted or Prepared By:

Mark H. Sullivan

Department Head/Elected Official

Approved for Submittal to Council:

T. Scott Moulder

T. Scott Moulder, County Administrator

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

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

**Memorandum of Understanding
Between Oconee County and Tri-County Technical College
Regarding Excess Funding Held for Future Projects**

Whereas, for the period from fiscal year 2006 through fiscal year 2009, Oconee County's ("County") levied millage rate generated funds for support of Tri-County Technical College ("College") that were \$785,341 (the "Excess Funds") greater than funding requested by the College; and,

Whereas, during this same time period the Excess Funds were disbursed by the County to the College; and,

Whereas, discovering the disbursement of the Excess Funds, the County and the College executed a Memorandum of Understanding ("MOU") dated May 18, 2010, regarding the desire of both parties that the College continue to hold the Excess Funds; that the Excess Funds be used in the event millage collected by the County for the College would not be sufficient to fully fund future requests by the College for operating, renovation, or capital monies; and that a total of \$20,405 of the Excess Funds would be applied from such funds to satisfy a collections shortfall from Fiscal Year 2011; and,

Whereas, the MOU dated May 18, 2010 also specified other projects the Excess Funds could be used for in the future; and,

Whereas, by letter dated May 2, 2012, the County approved the College's request to fund a pre-engineering study from these Excess Funds in the amount of \$75,000.00; and,

Whereas, the County now wishes to have the current remaining Excess Funds balance of \$764,936.00 returned to the County, under terms specified below, and the College agrees:

NOW, therefore, it is hereby agreed by and between the County and the College that the MOU dated May 18, 2010, is hereby cancelled and superseded by this Memorandum of Understanding, by and between the County and the College:

1. The College will refund the current Excess Funds balance as of the date of this amendment, which the parties hereto agree is \$764,936.00, to the County.
2. The County will hold these refunded Excess Funds in a county account restricted to funding the future needs of the College, including funding \$75,000.00 towards a pre-engineering study for a new Student Success Center, to be drawn upon by request of the College, when approved by the County by normal appropriation process of the County, including, without limitation, through the County's annual budget process.
3. If, by the end of fiscal year 2016, the balance of these refunded Excess Funds are not exhausted, the remaining balance, if any, will instead be applied to either or both:

- a) The County's share of funding for the College's Pendleton Campus Student Center
- b) A new College program and/or facility to be located in Oconee County, as mutually agreed by and between the College and the County.

No actions already taken under the MOU dated May 18, 2010, are cancelled, voided, or revoked hereby. This Memorandum of Understanding will be effective and apply to the Excess Funds from the date hereof and thereafter.

EXECUTED AND DELIVERED as of the _____ day of _____, 2013 (date of the execution hereof by the last party to sign), and effective immediately thereupon.

OCONEE COUNTY

By: _____

Its: _____

Date: _____

TRI-COUNTY TECHNICAL COLLEGE

By: _____

Its: _____

Date: _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: Nov. 19, 2013
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Creation of the Oconee County Tourism Alliance (Oconee PRT and Mountain Lakes CVB)

BACKGROUND OR HISTORY:

Tourism brings in over \$52 million annually in visitor spending to Oconee County, which is a 20.65% increase since 2006 (\$43 Million). The Mountain Lakes CVB, originally started as a 3 year trial, has proven extremely effective with an impressive return on investment. Oconee currently invests \$166,200 annually into the CVB operations through Accommodations Taxes. A large portion of that is utilized to pay for two full time employees. This request is to adopt the existing CVB staff as county employees into the PRT department. By merging those employees into PRT, we make available additional resources with our Accommodations taxes to grow our annual marketing plan, increase our efforts of recruiting tourism to Oconee and take the next step in growing tourism and product development for Oconee County.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Mountain Lakes CVB will retain its non-profit status and Board of Directors for operations with the two employees becoming County employees under the PRT Department.

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]

If no, explain briefly:

FINANCIAL IMPACT:

\$152,083 increase in salary line item to add the CVB staff into the PRT budget.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

ATTACHMENTS

CVB/Tourism accomplishments and opportunities

STAFF RECOMMENDATION:

Approve the tourism alliance effective January 1, 2014. The CVB will pay the County their current payroll expenses for the remaining 2014 fiscal year. Oconee County will add the two employees into the PRT department during the 2014-15 budget process.

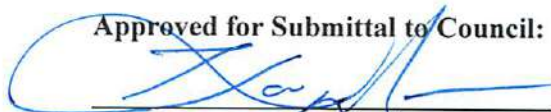
Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:



Scott Moulder, County Administrator

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

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



MOUNTAIN LAKES
CONVENTION and VISITORS BUREAU
'Destination of a Lifetime'
NATIONAL GEOGRAPHIC

Tourism Accomplishments through Mountain Lakes CVB

- Created a destination specific marketing agency for Oconee County highlighting our assets while focusing on our target markets and target consumers
- Established a research based tourism action plan
- Established effective marketing collateral to include:
 - Biannual visitors guide (58,000 copies)
 - Website (over 3,000 request for information annually)
 - Social media presence (17,000 fans reaching over 100,000 people per month)
 - Mobile app of our visitors guide with scheduled roll out of waterfall mobile app Spring 2014
 - Target specific recruiting flyers for motorcoach and sport tourism conferences
 - Regular newsletter reaching over 12,000 per newsletter
- Developed a research based annual marketing plan including both printed and digital outlets focused on our target markets and current market trends
- Hired a full time sales manager
- Established a bus tour market with itineraries for both day trips and overnight trips
- Currently building itineraries to meet statewide curriculum areas to sell student education travel
- Actively involved in local, state and southeast regional tourism efforts
- Completed a hotel and conference center study determining the need for additional lodging
- Established a working relationship with all of our lodging partners including CVB rates for events and clients
- Completed a market research study through Clemson University identifying our target market(s)
- Established multiple visitor centers at strategic locations along Hwy 11 and with our Chambers of Commerce
- Actively involved with continuing education efforts and national certifications
- Named the Southeast Tourism Society CVB of the Year after only three years of existence

Opportunities moving forward with approval of Oconee County Tourism Alliance

- Expand our resources allowing us to take the “next step” in tourism marketing and development
- Capitalize on our primary marketing target of Atlanta as confirmed by our Clemson research project to include more direct and larger marketing projects such as direct ads, direct recruiting, concentrated presence of high volume marketing in places like subways, elevators, airports, etc
- Connect with a media firm for strategy development and direct target opportunities
- Develop target video for multiple uses
- Web site redesign and upgrade with fresh branding and content
- Become more actively involved in direct recruiting trips and tourism eccentric events throughout the southeast

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: Nov. 19, 2013
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Lake Hartwell Access Areas request from US Army Corp of Engineers.

BACKGROUND OR HISTORY:

US Army Corp of Engineers, by letter, has asked Oconee County to consider leasing up to 7 additional access areas on Lake Hartwell. Due to Federal budget constraints, seven (7) access areas have been placed on the possible closure list and are being offered by lease to County government in order to keep access open around the lake. Oconee currently has a lease through June 30, 2017 for eight (8) access areas including Holders, Seneca Creek, Timberlake, Lake Shore, Barton's Mill, Port Bass, Mountain Bay and South Union. The proposed request would add the following by lease: Lawrence Bridge Recreation Area, Martin's Creek, FairPlay Recreation Area, Choestoea, Mullin's Ford Recreation Area, Tabor and Hwy. 123 Fishing Pier. Current sites are cleaned 5 times a week during peak times and 2-3 days a week during non-peak times.

SPECIAL CONSIDERATIONS OR CONCERNS:

Staff has taken several members of Council on a site visit to each of the 15 access areas and recommends keeping the 8 most used sites open, which will permanently close the following ramps- Holders, Timberlake, LakeShore and Barton's Mill. The Corp of Engineers is going to keep the following access areas open-Hwy 123 Fishing pier, Tabor and Martin's Creek.

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]
If no, explain briefly:

FINANCIAL IMPACT:

Estimated to add \$32,136 in annual part time personnel costs for cleaning and maintenance. PRT will work with Sheriff's office to offset as much as possible for litter control. Other additional cost will be a maintenance vehicle, trailer, mower, weedeater's and cleaning supplies. We are currently looking for internal vehicles and trailer that could serve this purpose, but a new mower will need to be purchased to keep up with additional Recreation areas.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

STAFF RECOMMENDATION:

Staff recommends terminating the existing lease and creating a new lease with the Corp of Engineers that will lease the following access areas for a period of ten (10) years...Lawrence Bridge, Seneca Creek, FairPlay, South Union, Choestoea (ramp/parking only), Mullins Ford and Mountain Bay. Mullins Ford will be operated seasonally April-September and Mountain Bay will be sub-leased to Foxwood Hills POA.

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official


Scott Moulder, County Administrator

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Current Lease (To be terminated)

Seneca Creek

South Union

Port Bass

Mtn. Bay (sublease)

Barton's Mill

Timberlake

Lakeshore

Holdings

New Lease

Seneca Creek

South Union

Port Bass

Mtn. Bay (sublease)

Lawrence Bridge

FairPlay

Choestoea (parking lot/ramp only)

Mullin's Ford (seasonally)

US Corp of Engineers will continue to maintain

Hwy 123 Fishing Pier

Tabor

Martin's Creek

Choestoea (Wildlife Management area)

Permanently closed

Timberlake

Lakeshore

Barton's Mill

Holdings

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

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



NOTES

TRANSPORTATION COMMITTEE MEETING

October 29, 2013

COMMITTEE MEMBERS

Mr. Joel Thrift, District IV, Chairman

Mr. Paul Corbeil, District I

Mr. Wayne McCall, District II

Walnut Tree Drive

Mr. Kevin Moore, a resident of Walnut Tree Drive also addressed the Committee voicing safety concerns [i.e., emergency access, signage issues, etc.] with the road. Discussion followed.

The Committee requested from staff a cost analysis for work to address the safety concerns; a plan to address issues that can be immediately fixed, and a cost estimate to bring the roadway up to current standards.

Staff Activity Report:

Mr. Kelly addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] regarding the staff activities/projects to include:

- Contract Road Improvements
- Road Project List
- Bridge & Culvert Update
 - Cobb Bridge
 - Land Bridge
- Mauldin Mill Road
- Megee Road
- Official County Road Map

The Committee approved directing staff to progress with second reading of Ordinance 2013-08 “AN ORDINANCE ESTABLISHING THE OFFICIAL COUNTY ROAD MAINTENANCE MAP.”

- Road Backbone Update

The Committee commended Mr. Breed, Mr. Kelly and staff for their work on this project over the last twelve months.

- Department Activity Update
 - Keowee Falls Fire Station
 - Pine Street Tree Trimming
 - Tower Road Repairs
 - Sand Storage Shed
 - Way Finding / Recreational Area Signs
 - BRC Drive
 - Stone Pond Special Tax District



Boards & Commissions

State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Paul Corbeil	Wayne McCall	Archie Barron	Joel Thrift	Reg Dexter			
						2010-2014	2013-2016	2010-2014	2013-2016	2013-2016	2010-2014	2013-2016	
						District I	District II	District III	District IV	District V	At Large	At Large	
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - June 2013	Randy Renz [1]	David Bryant [1]	Edward Perry [1]	Dan Schmeidt [2]	Ronald Chiles [1]	Thomas Luke [2]	Michael Gray [<1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - June 2013	Rick Bethea [1]	Luther Lyle [2]	VACANT	Barbara Waters [2]	H. Richardson [2]	Bess Ciupak [1]	Jean Dobson [2]
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - June 2013	Allen Medford [1]	Sammy Lee [2]	Gary Littlefield [1]	Marty McKee [<2]	Dick Hughes [2]	Berry Nichols [1]	Paul Reckert [2]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - June 2013	Roger Mize [2]	Matt Rochester [1]	Bob DuBose [1]	Mike Willimon [2]	Harry Tollison [2]		
Conservation Bank Board	2-381	Appointed by Category		2X	YES	Jan - June 2013	Shea Airey [1]	Andy Lee [2]	Rocky Nation [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [1]	Glenn Buddin [1]
Economic Development Commission	24-31	5 - 0	YES	3X	YES	Jan - June 2013	Dave Eldridge [1]	VACANT	Hank Field [3]	Sam Dickson [3]	Gene Blair [2]		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - June 2013						Allen D. Boggs [1]	Staley Powell [1]
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - June 2013	Daniel Day [2], Ellis Hughes [2], B Hetherington [1], H McPheeters [1], A Champion [1], P Taylor [1]				Martin Adelberg [1], William Caster [1], Maria Jacobson [1]		
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	June 2013	Brian Greer [2], Rosemary Bailes [2], JoAnne Blake [2]			Becky Wise [1], Rick Lacey [1], David Lavere [1], Mike Wallace [1]			
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	February 2013	Andrea Heller	Bradley Hancox	William Gilster	Bud Childress	Ryan Honea	Gwen McPhail	John Lyle
Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr,	June 2014	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Fred Hamilton [1], Joan Black [1], Jere DuBois [1]						
Capital Project Advisory Committee	2-391	CC, PC, Infra, 2 @ Lg.	NO	3X	1 yr	May 2014	Council Representative Pcorbeil [2], Planning Commission GMcPhail [1], Infrastructure Advisory Representative Bwinchester [1]				Randy Abbott [1]	David Mead [3]	
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
ACOG BOD				N/A	NO	JAN 2013	Council Rep: CC CHAIR or designee [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open						

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING] = reappointment requested - questionnaire on file Denotes Individual who DOES NOT WISH TO BE REAPPOINTED

Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	TRANSIT ADVISORY TASK FORCE	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Bush, Lauraleigh	1						x				January 2013
Hehir, Michael	1	Yes					x				December 2012
Lengyel, Edward	1	Yes					x				September 2013
McMahan, Marie	1							x			December 2012
Mouw, James W.	1			x	x	x	x				November 2012
Phyllis, Darren	1					x	x		x		December 2012
Graham, William	2	Yes				x	x				October 2012
King, Stanley	2	Yes				x	x				January 2013
Richards, Charles	2						x				January 2013
DuBose, Bob	3		Yes			BLDG					December 2012
Gilster, William A.	3		Yes				PLAN				October 2013
Horton, Laurel	3							x			January 2013
Littlefield, Gary	3		Yes			BZA					May 2013
Perry, Edward	3			x							January 2013
Reams, Richard **	3			N/A							September 2013
Pearson, Frankie	4			X			x		x		September 2013
Carr, Deboarh	5							x	x		January 2013

** Rev. Reams lives in the City of Senca - his questionnaire has been forwarded to the city for consideration for appointment to the Committee.

Areas of Interest [please check one or more]

Board/Commissions Applicable to Interests

Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission Library Board
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee

Beth Hulse

From: Beth Hulse
Sent: Thursday, November 14, 2013 11:06 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Subject: Council Agenda for 11/19/13 - Amended

Please be advised that the agenda for the November 19, 2013 County Council meeting has been amended to reflect an Executive Session. The new agenda is available on-line and posted at the county office building.

Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council

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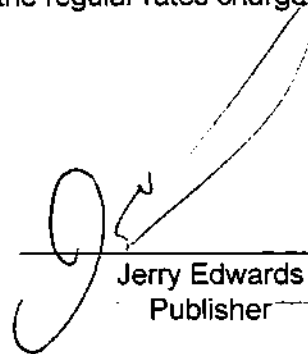
PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

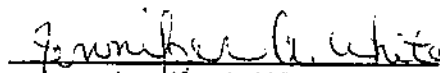
IN RE: Public Hearing - Ordinance 2013-33

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 11/01/2013 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
11/01/2013



Jennifer A. White
Notary Public for South Carolina
My commission Expires: 05/18/2014

LEGAL NOTICES

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last and highest bidder fail to comply with the other terms of the bid within thirty (30) days, then the Clerk of Court may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately. Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 6.125% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances. In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

The Honorable Beverly Whitfield Clerk of Court for Oconee County Brock & Scott, PLLC 3800 Fernandina Road, Suite 110 Columbia, SC 29210 Attorneys for Plaintiff

NOTICE OF SALE

NOTICE OF SALE CIVIL ACTION NO. 2012-CP-37-00358 BY VIRTUE of the decree heretofore granted in the case of: Wells Fargo Bank, N.A. s/b/m to Wachovia Mortgage Corporation vs. Charles E. Breunig IV; Frank H. Wiygull, III a/k/a Frank H. Wiygul, III, et al., the undersigned Clerk of Court for Oconee County, South Carolina, will sell on November 4, 2013 at 11:00AM, at the Oconee County Courthouse, City of Walhalla, State of South Carolina, to the highest bidder. ALL THAT LOT OF LAND WITH ALL IMPROVEMENTS THEREON OR HEREAFTER CONSTRUCTED THEREON IN OCONEE COUNTY, SOUTH CAROLINA, BEING SHOWN AS LOT NO. 4 ON PLAT ENTITLED THE POINTE, PREPARED BY NUSOUTH SURVEYING, INC. DATED AUGUST 27, 2002 WHICH IS OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS OF OCONEE COUNTY IN SLIDE A-904, PAGE 7 AND BEING ALSO SHOWN ON A PLAT ENTITLED KEOWEE PENINSULA, REVISED MARCH 29, 2004, ALSO PREPARED BY NUSOUTH SURVEYING, INC., WHICH IS OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS OF OCONEE COUNTY IN SLIDE B25, PAGE 1. THIS BEING THE SAME PROPERTY CONVEYED UNTO CHARLES BREUNIG AND FRANK H. WIYGULL III BY DEED OF SYMBOLIC ENTERPRISES, INC. DATED 7/18/05 AND RECORDED 7/20/05 IN THE OFFICE OF THE CLERK OF COURT FOR OCONEE COUNTY, SOUTH CAROLINA IN DEED BOOK 1433 AT PAGE 135. ALSO: ALL THAT CERTAIN STRIP, PIECE, PARCEL OR LOT OF LAND CONTAINING 0.821

LEGAL NOTICES

LEGALS

date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

The Honorable Beverly Whitfield Clerk of Court for Oconee County Brock & Scott, PLLC 3800 Fernandina Road, Suite 110 Columbia, SC 29210 Attorneys for Plaintiff

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE COURT OF COMMON PLEAS C.A. No. 13-CP-37-609 SUMMONS

In re: Safe Deposit Box Numbers 28, 55, 60, 61, 76, 79, and 157, located at 306 East Windsor Street, Westminster, South Carolina 29693 Community First Bank, Inc., as successor-in-interest to Bank of Westminster, Plaintiff,

vs.

Unknown Lessees of Safe Deposit Box Nos. 28, 55, 60, 61, 76, 79 and 157 located at 306 East Windsor Street, Westminster, South Carolina 29693 Defendants.

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby summoned and required to answer the Complaint in this action, a copy of which is attached hereto and herewith served upon you, and to serve a copy of your answer to same upon the subscribed at 1204-A East Washington Street, Suite A, Greenville, South Carolina, 29601 within thirty (30) days after the service of same, exclusive of the day of such service. If you fail to answer same within the thirty (30) day period, the Plaintiff will apply to the Court for the relief demanded therein and judgment will be taken against you by default. Respectfully submitted,

Pillsbury & Read, P.A. Rodney F. Pillsbury (S.C. Bar No. #13067) 1204-A East Washington Street Greenville, SC 29601 Phone: (864) 241-9828 Fax: (864) 241-9818 Email: rpillsbury@prlawpa.com ATTORNEY FOR PLAINTIFF August 20, 2013

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE COURT OF COMMON PLEAS CASE NO. 13-CP-37-00247 NOTICE OF SALE Vanderbilt Mortgage and Finance, Inc. Plaintiff, -vs-

Timothy W. Cox, Lois B. Olson and South Carolina Department of Revenue, Defendant(s) BY VIRTUE of a judgment heretofore granted in the case of Vanderbilt Mortgage and Finance, Inc. vs. Timothy W. Cox, Lois B. Olson and South Carolina Department of Revenue, I, Beverly Whitfield, as Clerk of Court for Oconee County, will sell on November 4, 2013, at 11:00 am, at the Oconee County Courthouse, Main Street, Walhalla, SC 29691, to the highest bidder:

LEGAL NOTICES

LEGALS

land situate, lying and being in the State of South Carolina, County of Oconee, being known and designated as 2.00 acres, more or less, on a plat entitled "Boundary Survey for Timothy W. Cox", prepared by Wallace & Associates, dated January 16, 2007 and recorded in the Office of the Register of Deeds for Oconee County in Plat Book B184 at Page 8. Reference is hereby invited to said plat for a more complete and accurate description thereof.

This being a portion of the property conveyed unto Timothy Wayne Cox, Linda Roberts Jordan and John William Roberts by deed of Edna M. Reppert, dated June 12, 2001 and recorded June 14, 2001 in the ROD Office for Oconee County in Deed Book 1156 at Page 315. Linda Roberts Jordan and John William Roberts conveyed their interest in said property to Timothy Wayne Cox by deed dated February 15, 2007 and being recorded on March 12, 2007 in Book 1572 at Page 27-28. TMS #: 154-00-02-050 (land) and 22170 (mobile home)

Physical Address: 175 Dakota Dr., Long Creek, SC 29658 Mobile Home: 2007 Southern Energy VID# DSEAL18187A8 SUBJECT TO OCONEE COUNTY TAXES

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Clerk of Court at conclusion of the bidding, five (5%) of his bid, in cash or equivalent, as evidence of good faith, the same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of noncompliance. Should the last and highest bidder fail or refuse to make the required deposit at the time of the bid or comply with the other terms of the bid within twenty (20) days, then the Clerk of Court may resell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the former highest bidder). No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

The successful bidder will be required to pay interest on the amount of the bid from the date of sale to date of compliance with the bid at the rate of 8.90% per annum. Beverly Whitfield Clerk of Court for Oconee County Theodore von Keller, Esquire B. Lindsay Crawford, III, Esquire Sara Hutchins Columbia, South Carolina Attorney for Plaintiff

The Oconee County Capital Project Advisory Committee will hold a Public Hearing on Wednesday, November 20, 2013 at 10:00 a.m. in County Council Chambers, Oconee Administrative Offices, 415 South Pine Street, Walhalla, SC 29691 regarding the Capital Improvement Project Listing [v2013-02].

The Oconee County Council will hold a Public Hearings for Ordinance 2013-33 "AN ORDINANCE AUTHORIZING ACCEPTANCE OF

LEGAL NOTICES

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MUNICIPAL ELECTIONS FOR THE CITY OF SENECA AND AUTHORIZING AN INTERGOVERNMENT AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; AND OTHER MATTERS RELATED THERETO" on Tuesday, November 19, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.



HOROSCOPES

ARIES (March 21-April 19): Don't let love get you down. Overreacting will only lead to discord. Let passion guide you down a different path. Avoid pushy people making demands that are not your responsibility. Look forward and plan to do something that brings you joy. ***

TAURUS (April 20-May 20): Do whatever it takes to improve your domestic situation. Making space to allow for something you enjoy doing or improving your entertainment system will all add to your happiness and comfort. Don't bring work worries home with you. ***

GEMINI (May 21-June 20): Question anyone making complaints or giving you information that doesn't seem feasible. Call in favors from people you have worked with in the past. Make last-minute changes that will encourage people to take note and assist you. An emotional relationship is bubbling. *****

CANCER (June 21-July 22): Take care of responsibilities and then join the fun. Taking part in activities that get your heart pumping will increase your interest and your friendships. Your insight, knowledge and expertise will attract admirers. Control your emotions and avoid indulgence. **

LEO (July 23-Aug. 22): Complaining won't help. Don't waste time when you should be fixing up your house or making a smart move that will help you cut your overhead. Creative accounting or manipulating your expenses to help you save will ease your stress. *****

VIRGO (Aug. 23-Sept. 22): Stick to the people who bring you the most joy. A disagreement with someone over a change you want to make at home can be worked out if you compromise. Communication will help solve a problem you face in your

React Real Find your answer Go to upstateled.com



Oconee County
Council Office

T. Scott Moulder
Administrator

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

Phone: 864 718 1023
Fax: 864 718 1024

E-mail:
bhulse@oconeesc.com

Paul Corbeil
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

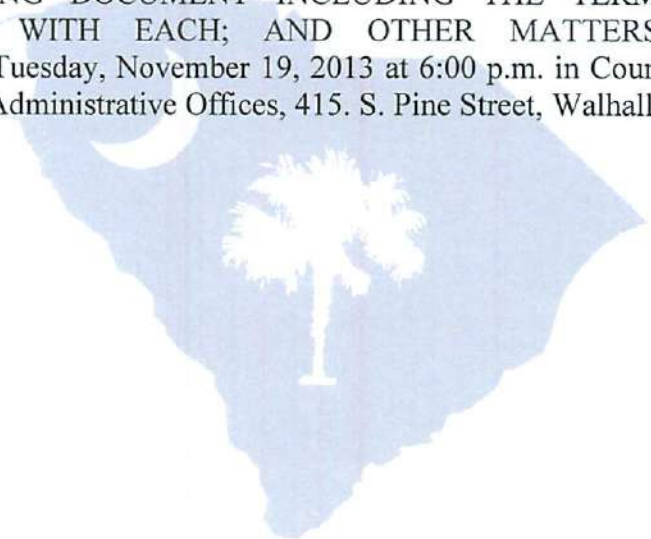
Joel Thrift
District IV
Chairman

Reginald T. Dexter
District V

.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The **Oconee County Council** will hold a Public Hearings for **Ordinance 2013-33** "AN ORDINANCE AUTHORIZING ACCEPTANCE OF TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE CITY OF SENECA AND AUTHORIZING AN INTERGOVERNMENT AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; AND OTHER MATTERS RELATED THERETO" on Tuesday, November 19, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.



Beth Hulse

From: Beth Hulse
Sent: Thursday, October 31, 2013 9:15 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: Public Hearing: 2013-33
Attachments: 103113 - PH 2013-33 11-19-13.doc

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council

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Beth Hulse

From: Beth Hulse
Sent: Thursday, October 31, 2013 9:15 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Subject: Public Hearing: Ordinance 2013-33 / 11/19/13

The **Oconee County Council** will hold a Public Hearings for **Ordinance 2013-33** "AN ORDINANCE AUTHORIZING ACCEPTANCE OF TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE CITY OF SENECA AND AUTHORIZING AN INTERGOVERNMENT AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; AND OTHER MATTERS RELATED THERETO" on Tuesday, November 19, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

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