



AMENDED AGENDA

OCONEE COUNTY COUNCIL MEETING

September 11, 2018

6:00 PM

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

Call to Order

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

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

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

Approval of Minutes

- September 4, 2018 Regular Minutes

Administrator Report & Agenda Summary

Naturaland Trust Oconee County Conservation Bank Board Easement Funding

OCCB UNANIMOUSLY REQUESTED APPROVAL ON TUESDAY, AUGUST 14, 2018 FOR COUNCIL TO APPROVE FUNDING OF \$9,567.33 FOR EASEMENT TO NATURALAND TRUST.

Presentations to Council

- Life after Lockup Initiative / Sheriff Mike Crenshaw, Oconee County Sheriff's Office
- City of Salem Water Loop Grant Project / Ryan Hardin

Public Hearings for the Following Ordinances

Ordinance 2018-13 "AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SIGN CONTROL; AND OTHER MATTERS RELATED THERETO."

Ordinance 2018-23 "AN ORDINANCE ESTABLISHING THE FUND BALANCE POLICY FOR OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO."

Ordinance 2018-25 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LEASE AGREEMENT (EXTENDING THE TERM) BETWEEN OCONEE COUNTY AS LESSOR AND CHRIST CENTRAL MINISTRIES, INC. / CHRIST CENTRAL MINISTRIES OCONEE AS LESSEE FOR A PORTION OF THE FORMER OCONEE COUNTY

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

DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA, FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER; AND OTHER MATTERS RELATED THERETO.”

Third Reading of the Following Ordinances

- Ordinance 2018-13.....[see caption above]
- Ordinance 2018-23.....[see caption above]
- Ordinance 2018-25.....[see caption above]

Second Reading of the Following Ordinances

First Reading of the Following Ordinances

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

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

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

First & Final Reading for the Following Resolutions

Resolution 2018-14 “A RESOLUTION IDENTIFYING PROJECT ECHO TO SATISFY THE REQUIREMENTS OF SECTION 12-44-40; COMMITTING TO ENTER INTO SUCH NECESSARY AGREEMENTS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND OTHER MATTERS RELATED THERETO.”

Discussion Regarding Action Items

Comprehensive Plan for Oconee County / Community Development / \$89,000.00

At the April 5, 2016 meeting, Council approved the award of RFP 15-09 for On Call Engineering Consultant Services to Alta Planning and Design of Greenville, SC for Category A – “On Call Planning Services”. This RFP was for a one year term with four one-year renewals. We are currently in the second renewal period. The Planning Commission desires that the County contract with Alta Planning and Design to provide Comprehensive Plan Management

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for Oconee County. These services will include: Ongoing Project Management, Project Meetings and Stakeholder Engagement, Data Collection and Mapping, and a final Comprehensive Plan update.

It is the staff's recommendation that Council approve the total award of \$89,000.00 to Alta Planning and Design of Greenville, SC, for consulting services for the above mentioned project.

John Deere 332G Skid Steer Loader / Roads & Bridges / \$57,141.65

Budget: \$75,000 / Project Cost: \$57,141.65 / Balance: \$ 17,858.35

The John Deere 332G Skid Steer loader will be used by the Asphalt Crew in paving and patching operations. This machine has a high flow hydraulic system that will make it more useful with certain attachments (example asphalt plain and/or milling machine).

It is the staff's recommendation that Council approve the purchase of a 2018 John Deere 332G Skid Steer Loader from John Deere Shared Services of Moline, IL in the amount of \$57,141.65.

Kubota KX080 Excavator / Roads & Bridges / \$92,013.30

Budget: \$120,000 / Project Cost: \$92,013.30 / Balance: 27,986.70

The Kubota KX080 Excavator will be used by the Arbor Crew for tree and debris removal; culvert repair and/or replacement; and fixing stormwater issues.

It is the staff's recommendation that Council approve the purchase of a 2018 Kubota KX080-4R3 Excavator from Oakway Tractor and Implements of Westminster, SC in the amount of \$92,013.30.

New Holland TS6110 Mowing Tractor / Roads & Bridges / \$73,881.28

Budget: \$115,000 / Project Cost: \$73,881.28 / Balance: 41,118.72

The New Holland TS6110 will be used by our Mowing Crew for vegetation management along the county maintained right-of-way. The tractor will have a pull behind bush hog flex wing mower which will be purchased separately.

It is the staff's recommendation that Council approve the purchase of a 2018 New Holland Tractor with Cab from Old Stone Tractor of Anderson, SC in the amount of \$73,881.28, per State Contract Number 44000111000.

Discuss and approve clarification letter to be sent on behalf of County Council in response to correspondence from SCRPA/SCAP Executive Director, James Headley

Graphic Design/Special Projects (full time position within Oconee Economic Alliance)

The position will be a Grade 115 and the salary range will be \$32,966 - \$40,758

Due to the additional workload, and to ensure continued Economic Development momentum, the Oconee Economic Alliance (“OEA”) requests that a new position be created for an employee to serve as Graphic Design/Special Project Coordinator. Funding for this position will initially be managed by a line-item transfer within the OEA budget. This position will handle all graphic design for various projects, websites, ad placement, and other county department requests. This position will be responsible for consistent social media messaging for OEA and the Think Oconee initiative.

It is staff’s recommendation that Council approve the addition of this staff position to ensure continued Economic Development momentum and consistency of efforts.

Unfinished Business *[to include Vote and/or Action on matters brought up for discussion, if required]*

[None scheduled.]

New Business *[may include items which may be scheduled for final action at a future meeting, if required]*

[None scheduled.]

Council Committee Reports

Planning & Economic Development / Mr. Cain.....[09/04/2018]

Executive Session

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

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

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

[2] Receive legal advice and discuss employment matter related to hiring of County Administrator, including initial candidate interviews.

[3] Receive legal advice and discuss a contractual matter related to lease of property to be acquired adjacent to Oconee County Regional Airport.

First & Final Reading for the Following Resolutions

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

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.
ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

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

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Oconee County Conservation Bank Application for Funding

Oconee County, South Carolina

Completed Application to be forwarded to:

Oconee County Conservation Bank Board
c/o Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691

or

via email to: ksmith@oconeesc.com

SECTION I

I. General Information:

Acquisition type: ___ Fee Simple X Conservation Easement

Landowner's Name Naturaland Trust

Mailing Address: 148 River Street, Suite 110

Greenville, SC 29601

Daytime Telephones (352) 359-0013

Eligible OCCB Recipient Seeking Funding
(See Oconee County Ordinance 2011-16, Section II,G)

Name of Organization Upstate Forever

Authorized Agent Name: Chris Starker

Mailing Address: 507 Pettigru Street

Greenville, SC. 29601

Daytime Telephones (864) 250-0500 extension 15

II. Property Information

Legal Description

County: Oconee

Tax Map # 095-00-01-023

Assessor's Plat & Lot Numbers:

MapPlatB P61; MapPlatP 513

Deed Reference [Book & Page]

61/513

Current Zoning Classification

No zoning

Location on County Map (attach copy as EXHIBIT A)

Brief description of property including:

- | | |
|-------------------------|-------------|
| a. Total Acres | 53.68 acres |
| b. Total Forested | 53 acres |
| c. Total Cleared / Open | nil |
| d. Total Wetlands | nil |
| e. Creeks and/or Rivers | |

There is a small, unnamed tributary of Oconee Creek on site that drains from the impoundment in Oconee Station.

Please include any surveys, USGS maps, directions, county locator map, or any other pertinent information.

The following documents are included with this application

1. Oconee Town Project Narrative
2. County Location Map
3. Proximity to Protected Areas Map
4. USGS Topographic Map
5. Boundary Survey/Plat
6. IRS Determination Letter
7. Affidavit
8. Letters to Adjacent Landowners (2)
9. Letter to Naturaland Trust
10. Landowner Notification Acknowledgement
11. Stewardship Endowment Request
12. Stewardship Endowment Calculation
13. USFWS IPaC Resource List
14. Photos and views from site
15. Research information assembled by the OAHC
16. National Register of Historic Places Inventory Form
17. SC Conservation Bank listing for Oconee Town
18. Letter of Transmittal from Appraisal

III. Miscellaneous Information:

Who is the Party responsible for managing the land?

Name Naturaland Trust

Address: 148 River Street, Suite 110

Greenville, SC. 29601

Telephone Number (352) 359-0013

Who is responsible for enforcing any conservation easements or other restrictions on this property?

Name Upstate Forever


Address: 507 Pettigru Street

Greenville, SC. 29601

Telephone Number (864) 250-0500

IV. Adjoining landowners.

Adjoining landowners must be notified of this grant request by Oconee County ordinance. Please attach an affidavit that all adjoining landowners have been notified.



Signature of Eligible OCCB Recipient (Applicant)

29 January 2018
Date

Section II
To be filled out by the landowner

1. Has the Eligible OCCB Recipient seeking funding notified you in writing:
(See Oconee County Ordinance 2011-16, Section VII)
- a. That interests in land purchased with trust funds result in a permanent conveyance of such interests from the landowner to the eligible trust fund.
 yes no
- b. That it may be in the landowner's best interests to retain independent legal counsel, appraisals, and other professional advice.
 yes no
2. Are there any existing liens, mortgages, or encumbrances that currently exist on this property?
 yes no If yes, please explain below:

Oconee County Conservation Bank—Landowner Inspection Consent Agreement.

I, Mac Stone - Executive Director, as the landowner or landowner's agent agree to allow inspection, or appraisal if necessary, of the property being presented to the OCCB Board for consideration. I agree to allow authorized or designated agent or staff to inspect this property as may be required. Reasonable notice of inspection will be given.



Signature of Landowner/Agent

01-29-16
Date

Section III

To be filled out by the Eligible OCCB Recipient seeking funding (Applicant)

Organization Name Upstate Forever

Address 507 Pettigru Street

Greenville, SC. 29601

Daytime Telephones (864) 250-0500

Contact Person Chris Starker

Organization EIN Number: 57-1070433

NOTE: You are required to attach certification that this is a charitable not-for-profit corporation or trust authorized to do business in this state; whose principal activity is the acquisition and management of land for conservation or historic purposes and which has tax-exempt status as a public charity under the Internal Revenue Code of 1986 or Certification that the applicant is an otherwise qualified entity under Oconee County Ordinance 2011-16, Section II and Section VII.

Please see attached IRS Determination Letter dated May 13, 2003.

How will you be able to complete the project and acquire the interests in the proposed lands?

Naturaland Trust has agreed to pursue granting a conservation easement to Upstate Forever prior to donating the property to SC Parks, Recreation, and Tourism. In turn, Upstate Forever will steward the property in perpetuity.

How many total acres of lands or projects have you preserved in this State? In this County?

Upstate Forever currently has 110 conservation easements in South Carolina. Of those sites, 21 are located within Oconee County.

Briefly describe the lands your organization has preserved in this State, and then County, including their size, location and method of preservation. Note: this section need not be complied with for specific preserved lands if the privacy or proprietary interests of the owners of such preserved lands would be violated.)

Upstate Forever holds easements on 20,989 acres within ten counties in the Upstate region of South Carolina region and Polk County in North Carolina. Nearly 4,430 acres are preserved in Oconee County alone. Upstate Forever does not hold title to any lands but only holds and stewards conservation easements on those lands.

Has the Eligible OCCB Recipient notified the owner of the land that is the subject of the potential OCCB grant of the following in writing? (See Oconee County Ordinance 2011-16, Section VII)

a. That interests in land purchased with trust funds result in a permanent conveyance of such interests in land from the landowner to the eligible trust fund recipient or it assignees.

Yes, to both. Please see attached Affidavit and letter to Naturaland Trust.

b. That it may be in the landowner's interest to retain independent legal counsel, appraisals and other professional advice.

Note: Applications not having affirmation that the notice requirement of this section has been met will not be considered for funding requests.

Does the Eligible OCCB Recipient or the landowner have a general summarized land management plan for this proposal? If so, please attach.

_____ yes X no (Please see attached Narrative)

Explain how the Eligible OCCB Recipient intends to enforce the easement restrictions on this proposal, if a conservation easement is proposed. Attach additional sheet if necessary.

Upstate Forever stewards its inventory of easements on an annual basis. If a landowner fails to report management of the site outside of the permissions in the easement, then corrective action would be pursued as stated within the easement.

Does the Eligible OCCB Recipient agree that OCCB funds may only be used for the acquisition of interests in land including closing costs and not for management, planning, staffing, or any costs not associated with the purchase of interests in lands?

X yes _____ no

Does the Eligible OCCB Recipient have reasonable documentation to support this request? Please attach.

See attached Landowner Notification Letter, Stewardship Endowment Request, and Endowment Calculation. The proposal will not be considered without adequate substantiation of estimated Fair Market Value and a qualified and competent appraisal establishing fair market value and/or the value of the proposed easement will subsequently be required prior to closing.
(See Oconee County Ordinance 2011-16, Section VII,B,f)

X yes _____ no

What is the amount of support sought for this proposal?

\$ 9,567.33

Explain how this proposal will satisfy the Criteria listed in Sections Four and Five of the ensuing pages. (Please attach a narrative of what your intended plans are and how you plan to accomplish them.)

[Handwritten Signature]

Signature of Authorized Agent for Eligible OCCB Recipient (Applicant)

[Handwritten Signature]
Notary Signature

My commission expires: 10/29/25



Section IV
Conservation Criteria
Oconee County Ordinance 2011-16, Section VI
Information to be considered in filling out the application

1. Does the property contain or adjoin wetlands? Yes ____ No X
If yes, please attach certification by USACOE or NRCS.
2. Does the property contain or adjoin a USGS Blue Line Stream or Lake?
Yes, please see attached USGS Topographic Map.
If yes, please provide USGS topographic map showing such stream or lake in relation to property.
3. Does the property contain or adjoin Water Classified as either (i) Outstanding Natural Resource Water (ii) Outstanding Resource Water or (iii) Trout Water, by South Carolina DHEC.
No
If yes, please provide evidence of such classification by SC DHEC.
4. Does the property currently contain threatened or endangered species or habitat suitable for threatened or endangered species?
The property does not contain any RTE species, but habitat is suitable for RTE species.
If yes, please provide a certification by SC DNR, NRCS, USFS or other qualified professional providing evidence of such species existence on the property or of such habitat suitability.
Please see the attached IPaC Resource List generated by USFWS.
5. Does the property currently contain native wildlife species or habitat suitable for native wildlife species?
Yes
If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such species existence on the property of such habitat suitability.
6. Does the property currently contain special or concentrated biodiversity?
No
If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such biodiversity on the property.
7. Does the property currently contain a unique geological feature, such as a mountain, rock outcropping, waterfall or other similar feature?
No
If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such geological feature on the property.

8. Does the property share a boundary with other Protected Land? For purposes of this question, "Protected Land" includes any land or byway substantially protected from development or designated as scenic or protected through any federal, state, or local act.

(a) If yes, what percentage of a boundary is shared with such Protected Land?

1%-25% Approximately 1,355' of the 5,824' boundary (about 23% of the property boundary) is adjacent to the Oconee Station State Historic Site

26%-50%

Greater than 50%

(b) If yes, please describe the Protected Land and present a legible map showing such Protected Land in relation to the property.

9. Does the property contain any of the following pre-historic or historic features or designations?

(a) Listing on the National Historic Register? If yes, please provide a letter or other evidence from the Department of the Interior demonstrating such listing.

The adjacent Oconee Station State Historic Site is listed on the National Historic Register (see attached form).

(b) Eligible for listing on the National Historic Register? If yes, please provide a letter or other evidence from the SC State Historic Preservation Office demonstrating such eligibility.

(c) Contains historic or pre-historic structures? If yes, please provide evidence in the form of photographs and statement of a qualified agency or professional describing the structure(s) on the property.

(d) Contains a site of historic or pre-historic significance? If yes, please provide evidence in the form of photographs and statement of a qualified agency or professional describing the site(s) on the property.

Yes, see attached research information assembled by Oconee Arts and Historical Commission.

10. Does the property contain fifty percent (50%) or greater surface area of soils classified as Prime or Important by the State of South Carolina?

(a) If yes, what percentage of the property contains soils classified as Prime or Important by the State of South Carolina?

No, only 29% of the property contains soils classified as Prime or Important.

50%-60%

61%-75%

Greater than 75 %

(b) If yes, please provide a legible soil overlay map showing such Prime or Important soil types upon the property.

11. Has the property been Actively Farmed as defined under one of the following qualifications?
Current landowner is not an agricultural entity. However, previous landowner has history of farming site.

- (a) The landowner has filed IRS Form Schedule F in the previous two tax years? If yes, please provide evidence of such tax filings and a notarized statement affirming that such farming activities pertained to the property referred to in this application;
- (b) The landowner has filed IRS Form Schedule F in seven of the last ten years? If yes, please provide evidence of such tax filings and a notarized statement affirming that such farming activities pertained to the property referred to in this application; or
- (c) The landowner can produce documentation demonstrating that the landowner has produced significant agricultural products in Oconee County in the last two years? If yes, please provide such documentation and a notarized statement affirming that such farming activities pertained to the property referred to in this application.

12. Does the property allow public viewing:

No scenic viewpoint or overlook exists or is planned.

- (a) from a Federal, State or County maintained road? If yes, please provide documentation describing precise location of point along a Federal, State or County Road where property is visible. Include a photograph taken from this point.
- (b) from any other public access land or waterway? If yes, please provide documentation describing precise location of point along such public access land or waterway where property is visible. Include a photograph taken from this point.

13. Does the property provide a Scenic View to the public or help maintain the Scenic Nature of an area in the County? For purposes of this question, a Scenic View includes mountain, river, lake, forest, pasture, agricultural and other pastoral views which are viewable by the public from a public roadway or other publically accessible area.

Property provides a scenic view of Tamassee Knob within the Sumter national Forest (see photos). If yes, please provide photograph evidence to support the Scenic View, a description of the Scenic View and a description of the specific locations with map references from which the public may observe the Scenic View.

14. Does the proposal for the conservation project on the Property allow
Access will be limited until SCPRT develops a management plan, then full public access will be available.

- (a) Limited Access by the public to the property? For purposes of this question, Limited Access means any access which is less than access on a year round and continual basis, but allows access by the public for some limited time or seasonal period(s).

If yes, please provide documentation supporting such Limited Access, including any formal agreements with agencies or groups authorized to use the property, a description of the use(s) permitted and the times or seasons when the property will be accessible by the public.

- (b) Unlimited Access by the public to the property? For purposes of this question, Unlimited Access means any access which provides the public access to the property on a year round and continual basis and, additionally, requires that such access is (or will be) communicated to the public.

If yes, please provide documentation supporting such Unlimited Access, including any formal agreements with agencies or groups authorized to use the property, a description of the use(s) permitted and the times or seasons when the property will be accessible by the public. In addition, please provide evidence that the Unlimited Access is (or will be) reasonably communicated to Oconee County citizens.

15. Is the property located in any one or more of the following locations? If yes, for each such location please provide an aerial map and supporting documentation which demonstrates such location in relation to the relevant municipality or other land.

- (a) Is the property located within or adjacent to land of the United States Forest Service, a South Carolina State Forest, a State Park, a County Park or a Park of Municipality located in Oconee County, South Carolina?
- (b) Is the property located within 1 mile of a municipality?
- (c) Is the property located from 2-5 miles of a municipality?
- (d) Is the property located greater than 5 miles from a municipality?

The nearest municipalities, Walhalla and Salem, are both approximately 8-10 miles away.

16. What is the approximate size (in acres) of the property? Please provide documentation to support the stated acreage, including survey(s), tax information, deeds or other similar documentation.

The Oconee Town tract comprises approximately 53.68 acres.

Section V - Financial Criteria
Oconee County Ordinance 2011-16 Section VI
Information to be considered in filling out the application

1. (a) What is the Total Market Value of the proposed conservation project? \$134,000
(Total Market Value for a fee simple project is the total fair market value of the property as supported by a current appraisal. Total Market Value for a conservation easement project is the value of the conservation easement as determined under the methods prescribed in IRS Treasury Regulations 1.170A-14(h) as supported by a current appraisal.)

(b) What is the amount of the grant requested from the OCCB? \$9,567.33

Based on the figures above, what is the total percentage of funding requested for the project from the OCCB. *(Divide Sum (b) by Sum (a) to Find Percentage)?* 7.13%

2. Please list and describe any other grants, contributions or gifts from any non-governmental agencies, groups, entities or individuals which will support the proposed conservation project?
In 2016, the South Carolina Conservation Bank awarded Naturaland Trust \$134,000 to purchase the property for permanent protection for addition to adjacent Oconee Station State Historic Site. Naturaland Trust is the current landowner.

For any listed grant, contribution or gift, please provide evidence or a written pledge of such support from the relevant non-governmental party.

3. How does the proposal present a unique value opportunity in that it protects land at a reasonable cost? Parcel:

 X is available at a low cost per acre

 X is available from a willing seller at a reasonable price

4. How does the proposal leverage OCCB funds by including funding or in-kind assets or services from other governmental sources?

Have matching funds of any kind or services-in-kind been applied for or received?

No matching funds or in-kind services have been applied for or received.

Please explain and described the in-kind services or amount of financial support applied for or r received. Please also provide written documentation to support such application or receipt of such support.

5. Please describe any other financial advantage of the proposed conservation project which helps ensure that the project represents a good use of limited OCCB funds and/or provides a good return on investment for the citizens of Oconee County?

This project leverages grant funding awarded in 2016 by the State conservation bank for this project.

Please explain any other such financial advantage and provide documentation to support your answer to this question.



Protecting Land & Water | Advocacy | Balanced Growth

Oconee Town Project Narrative

General Information

The Oconee Town Village site is situated just north of Scenic Highway 11 (the Cherokee Foothills National Scenic Highway) in Oconee County, directly adjacent to Oconee Station Historical Site at the base of Oconee Mountain. The 53-acre site is currently owned by Naturaland Trust, who plans to place an easement on the property prior to donating it to SCPRT to expand the Oconee Station State Historic Site. Oconee Town and Oconee Station are adjacent to Sumter National Forest, which connects it Oconee State Park, SCDNR Wildlife Management Areas, and two conservation easements held by Upstate Forever, including Stumphouse Mountain. There is a small tributary of Oconee Creek that drains from the impoundment in Oconee Station through a portion of the Oconee Town site.

See attached maps:

- Oconee Town Location in Oconee County
- Oconee Town Proximity to Protected Areas
- USGS Topographic Map of Oconee Town; and
- Boundary Survey by Stephen R. Edwards and Associates, March 14, 2014.

Upstate Forever is a land conservation and advocacy organization with a mission to protect critical lands, waters, and the unique character of the Upstate of South Carolina. As a nationally accredited land trust operating in the ten-county Upstate Region of SC, Upstate Forever will steward the property in perpetuity. Upstate Forever currently holds 110 conservation easements totaling 20,989 acres in ten counties in the Upstate of SC. Twenty-one (21) of those easements – nearly 4,430 acres – are located within Oconee County alone. Upstate Forever does not hold title to any lands but only holds and stewards conservation easements on those lands. We steward our inventory of easements on an annual basis. Corrective action is pursued as stated within the conservation agreement for any landowner failing to report management of the site outside of the permissions of the easement.

See the following attachments:

- See attached IRS Determination Letter dated May 13, 2003.

As part of the application process to the Oconee County Conservation Bank, Upstate Forever has notified all adjoining landowners of our pending application to the OCCB. In

addition, Upstate Forever has notified the landowner that interests in land purchased with trust funds result in a permanent conveyance of such interests from the landowner to the eligible trust fund, and that it may be in their best interest to retain independent legal counsel, appraisals, and other professional advice.

See the following attachments:

- Affidavit signed, dated, and notarized, January 29, 2018
- Letter to Janice Jordan, dated January 25, 2018
- Letter to Alice Butker, Trustee, Todd Farms Family Limited Partnership, dated January 25, 2018
- Letter to Mac Stone, Executive Director, Naturaland Trust, dated January 25, 2018

The landowner agrees to maintain the site in accordance with the conservation easement. Upstate Forever, as the Grantee of the easement will steward the site in perpetuity on an annual basis as well as advise on any proposed impacts to the habitat and aquatic resources. Our active stewardship program aims to observe and monitor any activity on the site in relation to the conservation easement. Our responsibility also includes directing any mitigation to damaged conservation values (habitat, river, soil, scenic value) on the property.

Upstate Forever understands that OCCB funds may only be used for the acquisition of interests in land including closing costs and not for management, planning, staffing, or any costs not associated with the purchase of interests in lands. Naturaland Trust will be donating a conservation easement to Upstate Forever, which will be required to enforce the conditions of the agreement. Upstate Forever typically requests from all donors of conservation agreements for a monetary contribution to our restricted funds, which will be used to cover the costs of long-term monitoring, as well as enforcing and defending the terms of the conservation agreement. The amount needed to achieve this purpose is carefully calculated and is based on the estimated amount needed in the endowment fund to generate the annual cost of stewardship for your property. Factors such as number of reserved rights and the total number of times your property may be subdivided (and thus the potential number of future owners) are considered.

See the following attachments:

- Landowner Notification Acknowledgment, signed and dated January 29, 2018
- Stewardship Endowment Request, letter dated January 29, 2018
- Stewardship Endowment Calculation for Oconee Town

Conservation Criteria

Approximately 23% of the Oconee Town boundary is shared with the Oconee Station boundary along approximately 1,355 feet. Although the property does not contain or adjoin wetlands, the impoundment on Oconee Station drains through the Oconee Town

property and is a tributary of Oconee Creek. The unnamed tributary is classified as Freshwater by the SC Department of Health and Environmental Control. To the best of our knowledge, the property does not currently contain any rare, threatened, or endangered species, although it provides habitat that is *suitable* for RTE species, including four endangered species and ten migratory bird species. Furthermore, the parcel is within close proximity to a site with known occurrences of species of concern. The Oconee Town site will be connected by Oconee Station to the Sumter National Forest, which is known for its black bear, fox, bobcat, turkey, and pheasant. Currently the property includes an abundance of native species as well as some non-native species. Although the property does not contain any unique geological features, it does provide scenic views of Tamassee Knob within the Sumter National Forest as well as the Blue Ridge Mountains beyond. 29% of the soils on the property are considered of statewide importance.

Although the exact location of Oconee Town has long been debated, recent archaeological studies have confirmed its existence at this site. Oconee Station was a Cherokee trading outpost built in the late 18th Century and has perhaps the oldest building in the upcountry of South Carolina. Next door to Oconee Station is the location and ruins of Oconee Town, a Cherokee village for which the county was later named. Located on a main trading path that extended from modern Charleston all the way to the Mississippi River trail, it was an important trading post for the Cherokee and Oconee Town was a thriving Cherokee village until the Creeks vanquished the Cherokees in 1759.

Oconee Town is also an important pre-Revolutionary and Revolutionary War historic site. On two occasions, a British colonial military party camped at Oconee Town in 1761, including South Carolina militia. Those military detachments included the entire lineup of South Carolina's Revolutionary War heroes: Pickens, Marion, Moultrie, Williamson, and others. In addition to Cherokee artifacts, archeologists have found British and colonial artifacts at the site. This is one of those rare historical sites where many of South Carolina's founding fathers were present at one time and in one place.

The conservation community has worked to protect this property for over a decade, although concerted efforts to protect the cultural landmarks like Oconee Station began in the late 60's. This one project will add property to the National Register of Historic Places, buffer a park, increase public access to a cultural and historical site, protect a Cherokee village and a pre-Revolutionary War military camp, and augment educational opportunities for the public. This is a once-in-a-lifetime opportunity for the people of South Carolina and recognized by the SC Conservation Bank, which granted Naturaland Trust \$134,000 in 2016 to purchase the property. SCPRT is excited to add this important property to the Oconee Station State Historic Site. With this addition, it will be the only SC State Park facility that also includes the site of a Native American settlement.

See the following attachments:

- USFWS IPaC Resource List
- Photos and views from site

- Research information assembled by the Oconee Arts and Historical Commission
- National Register of Historic Places Inventory Form for Oconee Station and Richards House
- Listing on SC Conservation Bank for Oconee Town

Financial Criteria

The fair market value of the property is estimated at \$134,000. Upstate Forever is requesting \$9,567.33 from the OCCB to cover stewardship responsibilities associated with the acquired interests of the easement. The total percent of funding request for the project from the OCCB is 7.13% representing a unique value opportunity in that it protects land at a low cost per acre, which is available from a willing seller at a reasonable price. Furthermore, the proposal leverages OCCB funds by contributing to the protection of property already recognized by the State Conservation Bank, which provided the funding for Naturaland Trust to purchase the property.

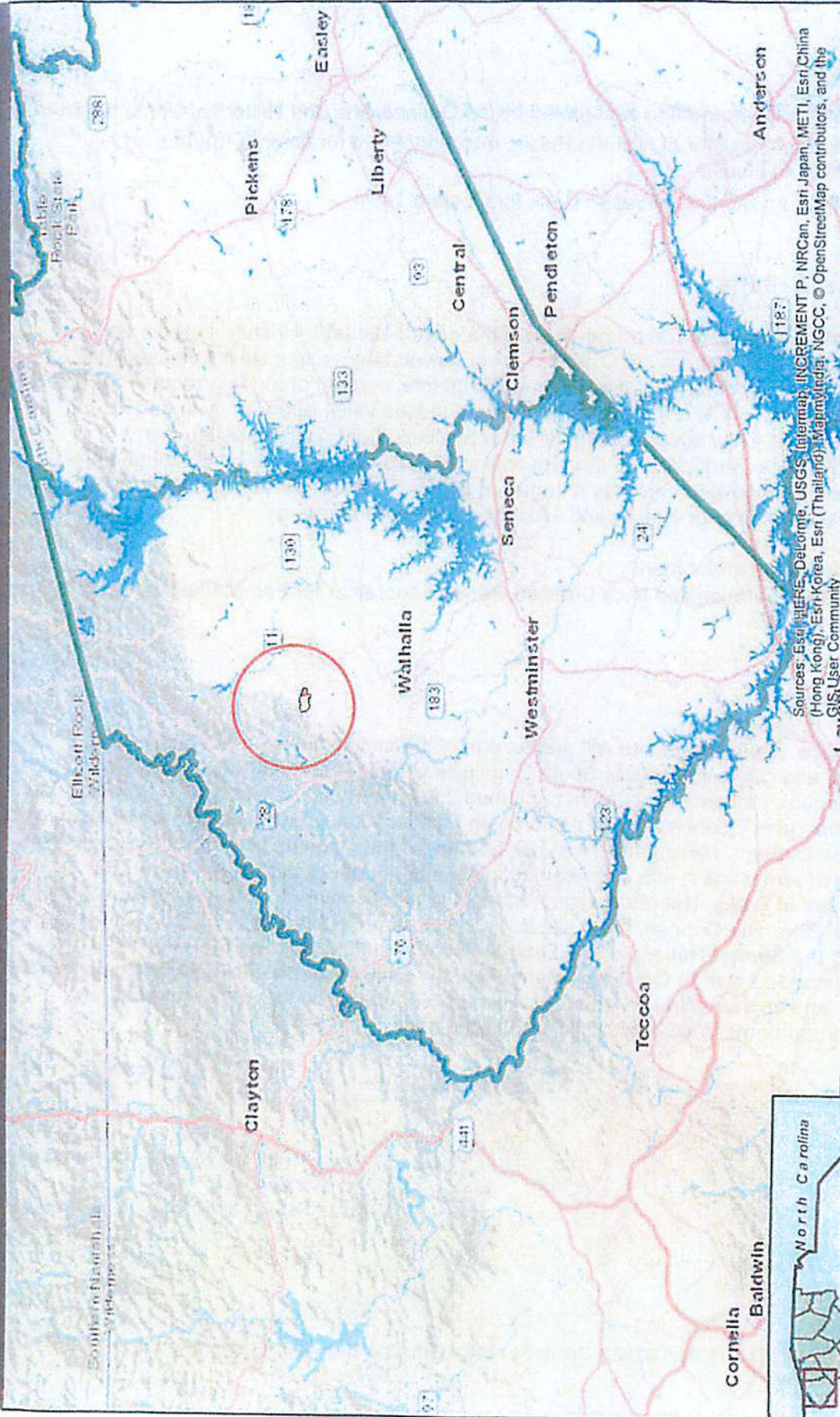
See the following attachment:

- Letter of Transmittal from Certified General Appraiser for Fair Market Value

Summary

The Oconee Town Village site will protect one of the most significant archaeological, historical, and cultural assets of South Carolina's upstate. Adjacent to Oconee Station Historical Site, archaeologists have confirmed this property is the site of the Cherokee Village that gave Oconee County its name and the location where many Revolutionary War icons camped. Naturaland Trust has purchased the Oconee Town tract with the intention of protecting it with a conservation easement prior to donating it to the SC Department of Parks, Recreation, and Tourism to add 53 acres to Oconee Station State Historical Site. The Oconee Town site is also in close proximity to other protected lands, including the Sumter National Forest and the popular trail to Oconee Station Falls. By adding Oconee Town to Oconee Station, the end result would be a singular location that includes an important Native American village site, a frontier outpost/trading post, an early pioneer homestead, waterfalls, and hiking trails.

Oconee Town Location in Oconee County



- Legend**
- Oconee Station State Historic Site
 - Oconee Town Conservation Easement

DISCLAIMER:
 This map is not a land survey and is for general reference purposes only. Upstate Forever makes no warranty or representation as to the accuracy of this map and disclaims all responsibility for any costs or damages that may arise from its use.

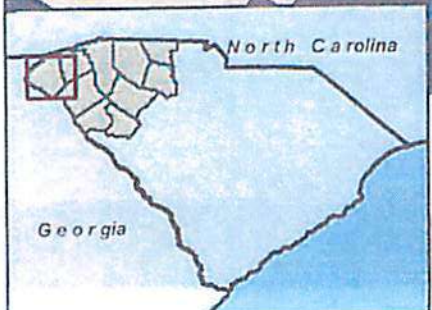
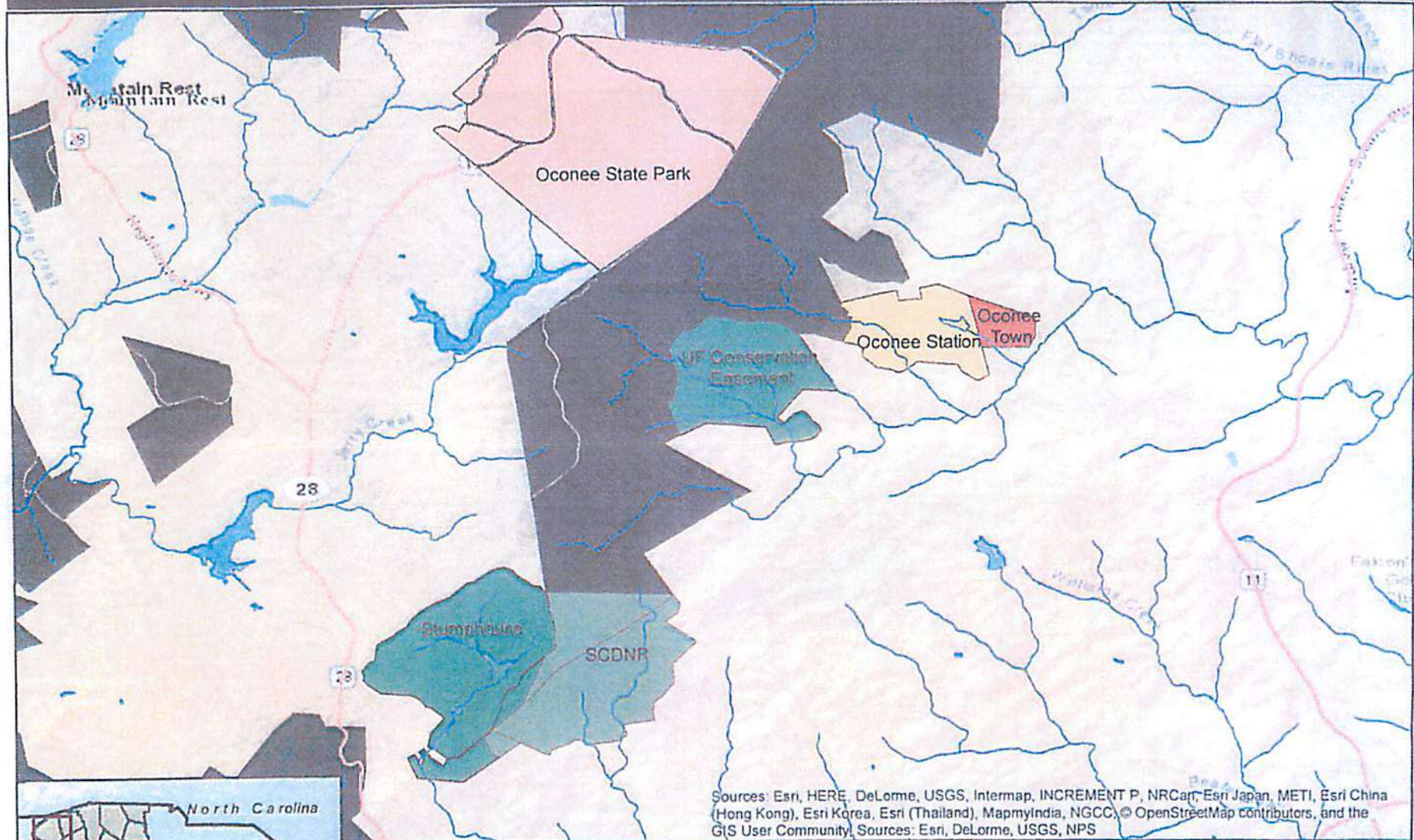
Chris Starker 9 January 2018

0 1 2 4 6 8 Miles



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Mapbox, Swatch, Swatch, Bing, User Community

Oconee Town Proximity to Protected Areas



Legend

- | | |
|---|--|
|  Oconee State Park |  Oconee_Town |
|  SCDNR |  Oconee Station State Historic Site |
|  USFS |  UF Conservation Easements |

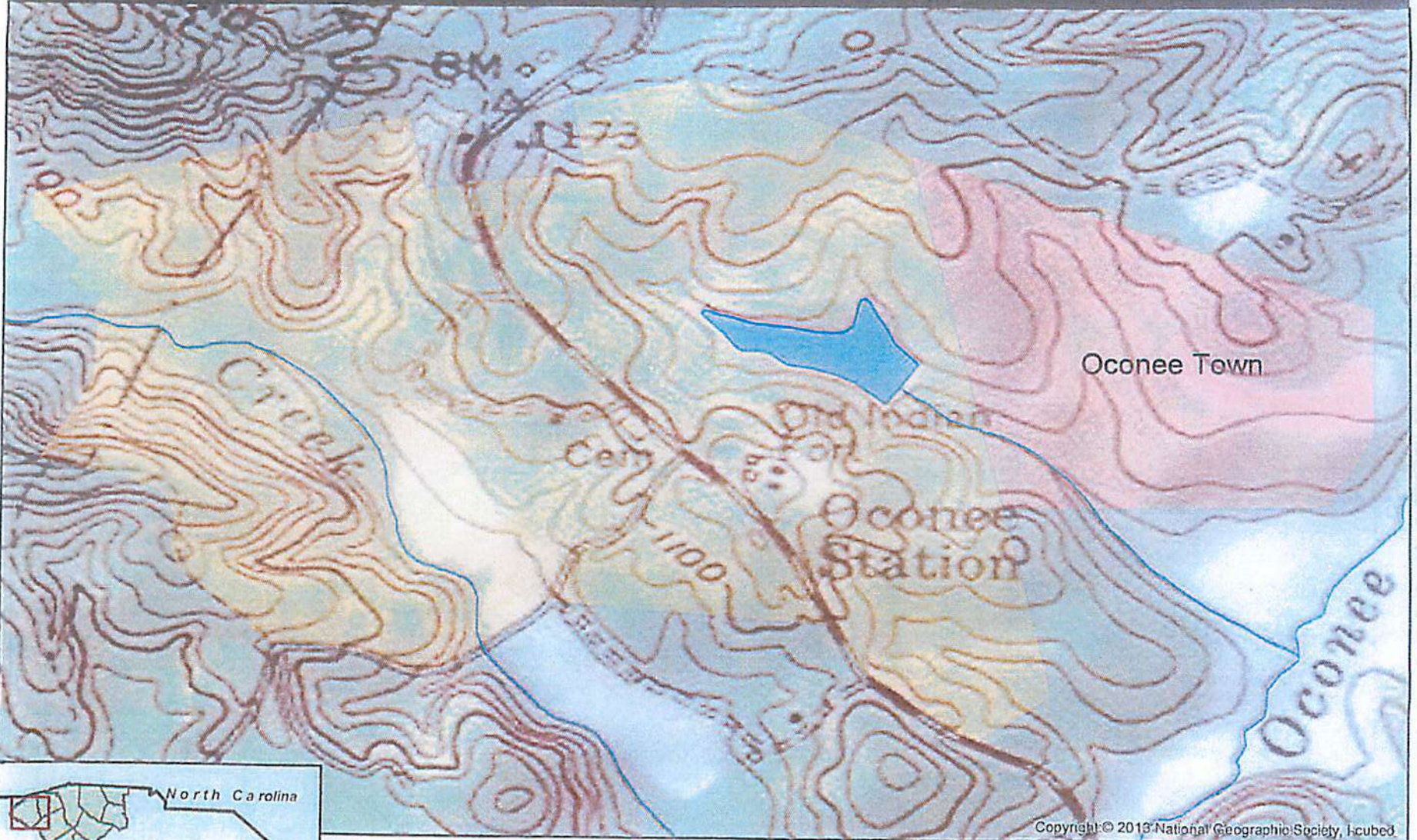
DISCLAIMER:
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Chris Starker 9 January 2018

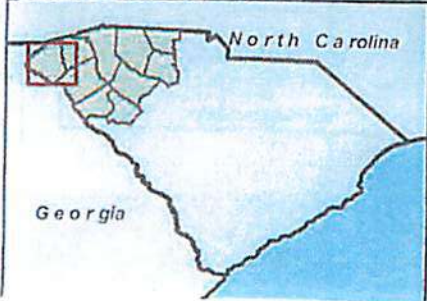
0 0.150.3 0.6 0.9 1.2 Miles





USGS Topographic Map of Oconee Town



Copyright © 2013 National Geographic Society, Inc.



Legend

-  Oconee Town Conservation Easement
-  Oconee Station State Historic Site

DISCLAIMER:
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Chris Starker 9 January 2018
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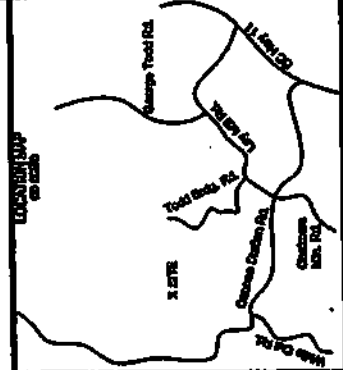


BOUNDARY SURVEY FOR

UPSTATE FOREVER

WAGNER TOWNSHIP, COOCHISE COUNTY, SOUTH CAROLINA
STEPHEN R. EDWARDS & ASSOCIATES, INC.
 1422 W. MAIN STREET - WEST LORCH, S.C. - 29388
 (803) 763-1122

DATE: 08-14-2014 JOB NUMBER: 14028



I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE FOREGOING REPRESENTS A TRUE AND ACCURATE STATEMENT OF THE LOCATION AND BOUNDARIES OF THE PROPERTY DESCRIBED HEREIN, AND THAT THE PRACTICES OF LAND SURVEYING AS SET FORTH IN THE SOUTH CAROLINA SURVEYING ACT AND THE REGULATIONS THEREUNDER HAVE BEEN STRICTLY OBSERVED IN THE PREPARATION OF THIS SURVEY. I AM NOT PROVIDING ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR ANY OTHER PARTY.

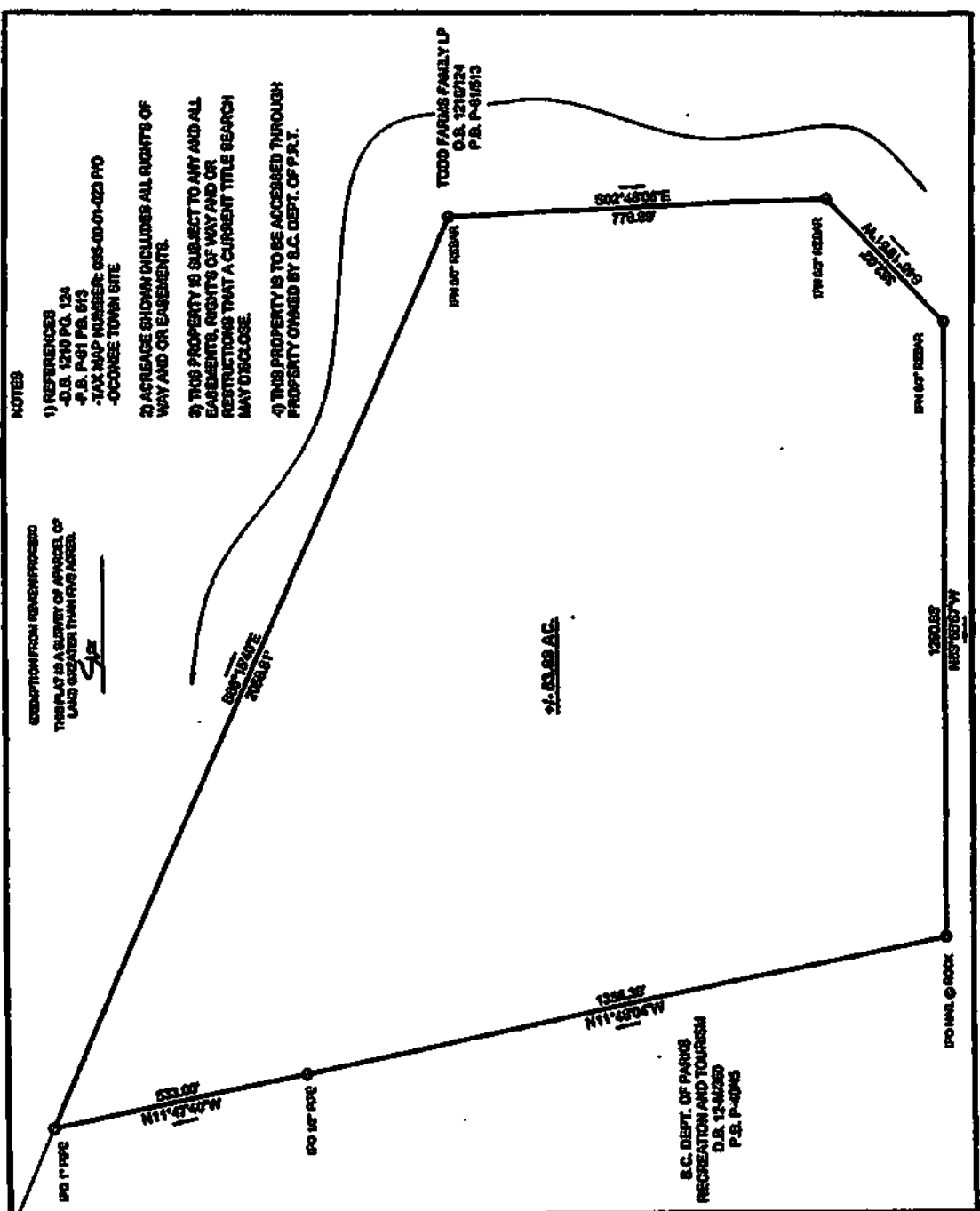
Stephen R. Edwards
 STEPHEN R. EDWARDS, REGISTERED PROFESSIONAL SURVEYOR, No. 19888

NOTES

- 1) REFERENCES
 -D.B. 1210 P.C. 124
 -P.B. P-491 P.B. 513
 -TAX MAP NUMBER: 888-00-01-023 PD
 -COOCHISE TOWN SITE
- 2) ACRESAGE SHOWN INCLUDES ALL RIGHTS OF WAY AND OR EASEMENTS.
- 3) THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
- 4) THIS PROPERTY IS TO BE ACQUIRED THROUGH PROPERTY OWNED BY S.C. DEPT. OF P.R.T.

EXEMPTION FROM REMEDY PROCEEDS
 THIS PLOT IS A SUBDIVISION OF AN UNDIVIDED LAND ACQUISITION THROUGH A MODEL.

Size



TODD FARMS FAMILY LP
 O.B. 1210724
 P.B. P-41513

±1.83.88 AC.

S.C. DEPT. OF PARKS
 RECREATION AND TOURISM
 O.B. 12-41289
 P.B. P-40945

① IRS Det. Letter

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 13 2003**

UPSTATE FOREVER
PO BOX 2308
GREENVILLE, SC 29602-0000

Employer Identification Number:
57-1070433
DLN:
17053088824083
Contact Person:
GARY L BOTKINS ID# 31463
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
December 1998
Addendum Applies:
no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

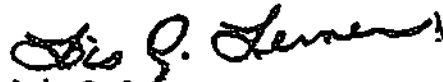
Letter 1050 (09/03)

UPSTATE FOREVER

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Lois G. Lefner
Director, Exempt Organizations
Rulings and Agreements



Protecting Land & Water | Advocacy | Balanced Growth

Affidavit

I hereby attest and affirm as follows:

1. I am the Land Conservation Manager of Upstate Forever, the eligible recipient and applicant for a grant for the Oconee County Conservation Bank to acquire a conservation easement on the tracts described in the application submitted herewith.
2. I have delivered written notification of the application to the owners of all properties that adjoin the tracts that are the subject to the application.
3. I have delivered written notification of the application to the owner of the property subject to the application and notified the landowner:
 - a. that interests in land purchased with trust funds results in a permanent conveyance of such interests in land from the landowner to the eligible trust fund recipient or its assignees, and
 - b. it may be in the landowner's interest to retain independent legal counsel, appraisals and other professional advice.

Chris Starker
Chris Starker

Katherine P. Hottel
Sworn to before me this 29
day of January, 2018

Notary Public for South Carolina
My commission expires: 10/29/2025





Protecting Land & Water | Advocacy | Balanced Growth

January 25, 2018

Todd Farms Family Limited Partnership
Alice Butker, Trustee
1936 Silvastone Drive
Decatur, GA 30033

Dear Ms. Butker,

I am excited to share with you news that your neighbor is applying to the Oconee County Conservation Bank (OCCB) to preserve the natural habitat and cultural and historical resources of the Oconee Town tract adjacent to Oconee Station in perpetuity. We are helping with the application to the OCCB Board and are in the process of preserving this beautiful property for the landowner. Getting to know this area of Oconee more, we are very interested in helping other interested landowners to preserve their property as well.

As you may know, many benefits exist to landowners and their community from maintaining natural areas. One way to do this is by securing a conservation easement. Furthermore, easements can help landowners reduce tax burdens from a wide range instances. Some of the landowners we have worked with enjoyed the decreased market value from the easement so they could transfer ownership to their children without a large tax liability. Other landowners have been successful in attracting grant funds to help them through the easement process with little money of their own being used. We're here to help for those considering this process.

We like to work with landowners that may find themselves in a myriad of status, but want to save their land for future generations. The Oconee County Conservation Bank funding is limited, but we look forward to helping landowners protect their property for future generations.

If you are interested in considering protecting your land or about the proposed OCCB application, please feel free to contact me at (864) 250-0500 at extension 15, or by email at cstarker@upstateforever.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Starker', written in a cursive style.

Chris Starker
Land Conservation Manager



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January 25, 2018

Janice Jordan
465 Oconee Station Road
Walhalla, SC 29691

Dear Ms. Jordan,

I am excited to share with you news that your neighbor is applying to the Oconee County Conservation Bank (OCCB) to preserve the natural habitat and cultural and historical resources of the Oconee Town tract adjacent to Oconee Station in perpetuity. We are helping with the application to the OCCB Board and are in the process of preserving this beautiful property for the landowner. Getting to know this area of Oconee more, we are very interested in helping other interested landowners to preserve their property as well.

As you may know, many benefits exist to landowners and their community from maintaining natural areas. One way to do this is by securing a conservation easement. Furthermore, easements can help landowners reduce tax burdens from a wide range instances. Some of the landowners we have worked with enjoyed the decreased market value from the easement so they could transfer ownership to their children without a large tax liability. Other landowners have been successful in attracting grant funds to help them through the easement process with little money of their own being used. We're here to help for those considering this process.

We like to work with landowners that may find themselves in a myriad of status, but want to save their land for future generations. The Oconee County Conservation Bank funding is limited, but we look forward to helping landowners protect their property for future generations.

If you are interested in considering protecting your land or about the proposed OCCB application, please feel free to contact me at (864) 250-0500 at extension 15, or by email at cstarker@upstateforever.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Starker'.

Chris Starker
Land Conservation Manager



Protecting Land & Water | Advocacy | Balanced Growth

January 25, 2018

Mac Stone, Executive Director
Naturaland Trust
148 River Street, Suite 110
Greenville, SC 29601

Re: Oconee County Conservation Bank grant application

Dear Mr. Stone:

It continues to be a pleasure working with you and your organization to provide a conservation easement for your property. I wanted to inform you we are pursuing an opportunity to apply to the Oconee County Conservation Bank (OCCB) for a grant to help with costs associated with applying the conservation easement on your property.

As part of the grant application process, I am compelled to inform you of two important points:

- Interests in land purchased with OCCB funds result in a permanent conveyance of such interests in land from the landowner to the Eligible OCCB Recipient (Upstate Forever) and its assignees; and
- It may be in the landowner's (Naturaland Trust) interest to retain independent legal counsel, perform appraisals, create surveys, and seek other professional advice;

I look forward to continue working with you through this process. Of course, if you have any immediate questions, please feel free to contact me at 864 250-0500 x 15 or by email at cstarker@upstateforever.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Starker', written over a light blue circular stamp.

Chris Starker
Land Conservation Manager

**Upstate Forever
Landowner Notification Acknowledgment**

Through this document, Upstate Forever is providing me with important information relevant to the process of negotiating, drafting, signing, and recording a conservation agreement in order to permanently protect my 53.68 acre tract in Oconee County, as well as information on tax deductions that might be associated with such transactions.

I understand and acknowledge the following:

- 1) Upstate Forever cannot provide me with any legal, tax, or financial advice and it is in my best interest to consult with an attorney and tax or financial advisor about the transaction.
- 2) I must demonstrate that I am the rightful owner of the property and have the authority to enter into a conservation agreement by providing clear title that will support the validity and enforceability of the conservation agreement. If there is a mortgage, I will need to discuss as soon as possible with the mortgage lender the steps to make the mortgage subordinate to the conservation agreement. If a clear plat of the property does not exist, a new survey may be required.
- 3) If necessary, I will obtain and pay for one or more of the following services: professional advisors (attorney, or tax or financial advisor); attorney's title opinion / title insurance; qualified appraisal; survey; and environmental assessment.
- 4) Upstate Forever and/or a third-party will prepare a baseline documentation report prior to closing to document the condition of the property as necessary for future compliance monitoring. I will be asked to review and sign a copy of the baseline documentation report. Upstate Forever monitors each property annually and will create and maintain documentation of each inspection.
- 5) If I plan on claiming a tax deduction or state tax credits for the donated portion of my conservation easement, I am responsible for satisfying the appraisal requirements of the Internal Revenue Code and relevant state laws. An appraisal or valuation letter by an appraiser is required at the time of application to the South Carolina Conservation Bank, and a complete appraisal is required before a check can be issued. Also, the appraisal must list Upstate Forever and the South Carolina Conservation Bank as additional intended users. The appraiser must be selected from the Approved Appraiser List provided by the South Carolina Conservation Bank, and the desired appraiser must be approved by the Executive Director of the South Carolina Conservation Bank before the appraisal is ordered. Upstate Forever does not offer any assurance as to the validity of any tax deduction or tax credit that I may claim. In addition, Upstate Forever will not knowingly participate in a project if it has significant concerns about a tax deduction.

Landowner Initials: MA

6) The IRS has increased review and scrutiny of tax returns involving conservation agreements and it is my responsibility to make sure all IRS requirements are satisfied in order to claim a tax deduction or credit. Among other requirements, I will discuss with my advisers:

- The "qualified appraisal" by a "qualified appraiser" is required to be dated no earlier than 60 days before the closing of the conservation agreement and no later than the date my taxes are filed. The appraiser I use must follow the Uniform Standards of Professional Appraisal Practice.
- The appropriate forms I must prepare for claiming tax deductions or credits, including IRS Form 8283 and/or state tax forms. If the donation is in excess of \$500,000, the full appraisal must be submitted with the tax return.

7) Upstate Forever will need to be provided with a copy of the final appraisal to retain for its records and will need at least five business days to complete review. I am responsible for preparing IRS Form 8283, including a supplemental statement, and obtaining the signatures of all appraiser(s) prior to requesting signature by Upstate Forever. Although it will review and typically sign an IRS Form 8283, Upstate Forever cannot assure the accuracy of the appraisal and reserves the right decline signing the form if (1) all information required by the form has not been provided, or is inaccurate, (2) the Appraiser has not signed the form, (3) the appraisal clearly does not comply with applicable law and regulation, or (4) the appraisal is determined by Upstate Forever to be grossly excessive.

8) I am responsible for paying Upstate Forever's processing fee of twenty-five (25) percent of the total estimated cost of staff time prior to Upstate Forever undertaking substantial work on my project and, at closing, the remaining seventy-five (75) percent. I will be responsible for paying closing costs.

9) I further understand and recognize that Upstate Forever asks all donors of conservation agreements for a voluntary contribution to meet the stewardship needs of Upstate Forever's Land Trust Program. Those restricted funds are used to assist Upstate Forever in covering the costs of long-term monitoring, enforcing and defending its conservation agreements. I will seriously consider making a contribution to that fund.

This acknowledgment does not impose a binding obligation on me to enter into a conservation agreement.

Acknowledged:

Mac Stone
(Printed Name)

01/29/18
(Date)


(Signed Name)



January 29, 2018

Mac Stone, Executive Director
Naturaland Trust
148 River Street, Suite 110
Greenville, SC 29601

Re: Oconee Station Stewardship Endowment Request

Dear Mr. Stone:

As discussed in a previous meeting and as outlined in the Landowner Notification Acknowledgment, Upstate Forever asks all donors of conservation agreements for a contribution to meet the stewardship requirements of our Land Trust Program to manage the conservation easement for your property. Those restricted funds are used to assist Upstate Forever in covering the costs of long-term monitoring, as well as enforcing and defending its conservation agreements.

The amount needed to achieve this purpose is carefully calculated and is based on the estimated amount needed in the endowment fund to generate the annual cost of stewardship for your property. Factors such as number of reserved rights and the total number of times your property may be subdivided (and thus the potential number of future owners) are considered. Should the terms of your conservation easement change after this date, we may reconsider our request amount (sometimes in your favor).

For your property we request \$9567.33. Please thoughtfully consider making this contribution. Typically, landowners either make this gift at closing or sign a three-year pledge at that time.

You have chosen to work with an accredited land trust, and one that takes a multi-layered approach to ensure the permanent protection of your land through best business practices. Of these, the most important is maintaining a healthy Stewardship Endowment Fund, which is why we need to ensure we have adequate funds in the account to fund stewardship and legal defense of every property we protect. We also have TerraFirma Conservation Defense Insurance.

Thank you for your consideration of this request. We deeply appreciate your commitment to conservation and the greatest gift you are making – the gift of placing a conservation easement on your amazing property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Starker', written in a cursive style.

Chris Starker
Land Conservation Manager

Upstate Forever
Oconee Town
Land Trust Stewardship Endowment Calculation

Annual Monitoring Expenses	Total Staff Time (in hours)	Direct Costs	Number of Trips	Total
Pre-Monitoring Staff Time	3			\$79.92
Monitoring Site Visit Staff Time	3			\$79.92
Post-Monitoring Staff Time	3			\$79.92
Monitoring Hard Costs (Camera/GPS/printing/mailing)		\$35.00		\$35
Travel Costs for Site Visit (includes mileage and staff time)			1.2	\$144.12
Annual Cost				\$418.88

Annual Landowner Relations	Total Staff Time (in hours)	Direct Costs	Number of Trips	Total
Cost of annual relations per landowner	1	\$5.00		\$1.64
Total Number Subdivisions Permitted				0.00
Total Cost of Annual Landowner Relations				\$0.00

Negotiations for Violations (Those resolved without litigation)	Total Staff Time (in hours)	Direct Costs	Number of Trips	Total
Legal and Consulting Expenses		\$2,000.00		\$2,000.00
Staff time	20			\$532.80
Travel Costs for Site Visit (includes mileage and staff time)			2	\$240.20
Total projected Cost				\$2,773.00
Percentage Chance of Incurring Cost in any given year				0.05
Projected Annual Cost (Total Cost x Percentage Chance)				\$139

Cost of Reserved Rights	Total Staff Time (in hours)	Direct Costs	Number of Trips	Total
Total Reserved Rights requiring approval				5.25
Staff Cost Involved in Responding to Each Reserved Right Request	10		0.5	\$326.45
Likelihood of a Reserved Right Request in any given year (assuming all rights would be exercised at least once in a 20 year period).				0.2625
Annual Cost for Reserved Rights Request				\$85.69

Cost of Reserved Division Rights	Total Staff Time (in hours)	Direct Costs	Number of Trips	Total
Total cost of Annual Stewardship				\$643.22
Cost Per Subdivision (at 15% each)				\$96.48
Total Number of Additional Subdivisions Permitted (Cost of first already calculated)				0
Additional Cost for Subdivisions				\$0.00

Total Annual Stewardship Cost **\$643.22**

Amount Needed in Endowment Fund to Generate Annual Cost	
Annual Cost/Rate of Inflation + Long Term Rate of Return	\$7,567.33
Enforcement Fee	\$2,000
Total Endowment Requested:	\$9,567.33

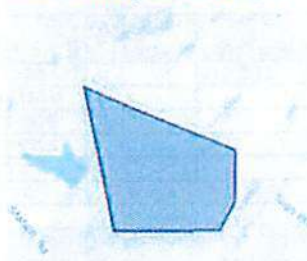
IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Oconee County, South Carolina



Local office

South Carolina Ecological Services

(843) 727-4707
(843) 727-4218

176 Croghan Spur Road, Suite 200
Charleston, SC 29407-7558

<http://www.fws.gov/charleston/>

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act requires Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can only be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service.

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information.

The following species are potentially affected by activities in this location:

Mammals

NAME

STATUS

Northern Long-eared Bat *Myotis septentrionalis*
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/9055>

Threatened

Flowering Plants

NAME

STATUS

Persistent Trillium *Trillium persistens*
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/3583>

Endangered

Small Whorled Pogonia *Isotria medeoloides*
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/1890>

Threatened

Smooth Coneflower *Echinacea laevigata*
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/3423>

Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the [FAQ](#) [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see maps of where birders and the general public have sighted birds in and around your project area, visit E-bird tools such as the [E-bird data mapping tool](#) (search for the name of a bird on your list to see specific locations where that bird has been reported to occur within your project area over a certain timeframe) and the [E-bird Explore Data Tool](#) (perform a query to see a list of all birds sighted in your county or region and within a certain timeframe). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME

BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)

Bald Eagle *Haliaeetus leucocephalus*

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. <https://ecos.fws.gov/ecp/species/1626>

Breeds Sep 1 to Jul 31

Blue-winged Warbler *Vermivora pinus*

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Breeds May 1 to Jun 30

Cerulean Warbler *Dendroica cerulea*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <https://ecos.fws.gov/ecp/species/2924>

Breeds Apr 28 to Jul 20

Eastern Whip-poor-will *Antrostomus vociferus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 1 to Aug 20

Kentucky Warbler *Oporornis formosus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds Apr 20 to Aug 20

Prairie Warbler *Dendroica discolor*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 1 to Jul 31

Prothonotary Warbler *Protonotaria citrea*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds Apr 1 to Jul 31

Red-headed Woodpecker *Melanerpes erythrocephalus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 10 to Sep 10

Rusty Blackbird *Euphagus carolinus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds elsewhere

Wood Thrush *Hylocichla mustelina*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 10 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in your project's counties during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season ()

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the counties of your project area. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

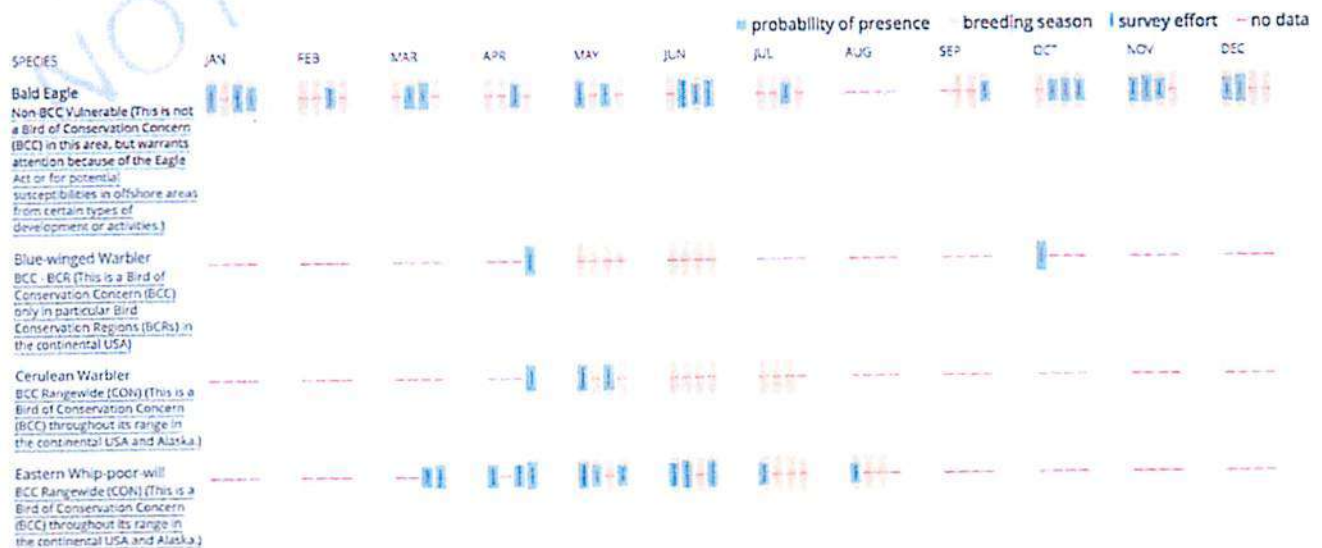
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

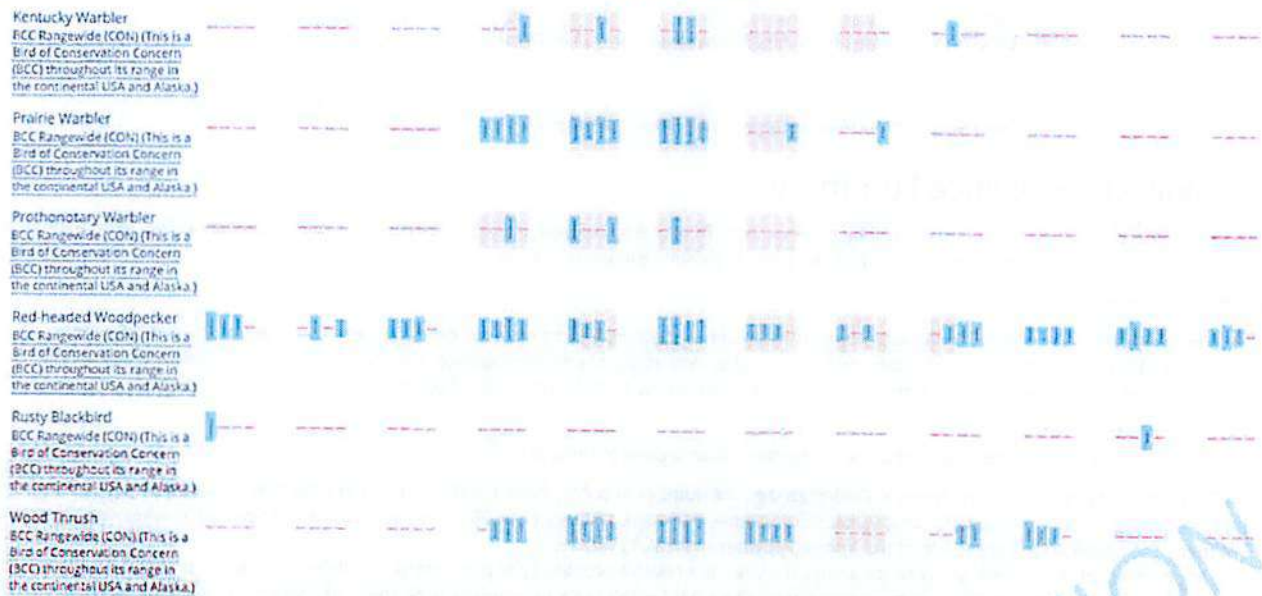
No Data (-)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information.





Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the counties which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [E-bird Explore Data Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird entry on your migratory bird species list indicates a breeding season, it is probable that the bird breeds in your project's counties at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern \(BCC\)](#) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [banding studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the BGEPA should such impacts occur.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the Individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

THERE ARE NO KNOWN WETLANDS AT THIS LOCATION

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.



Bottomlands of Oconee Town property.



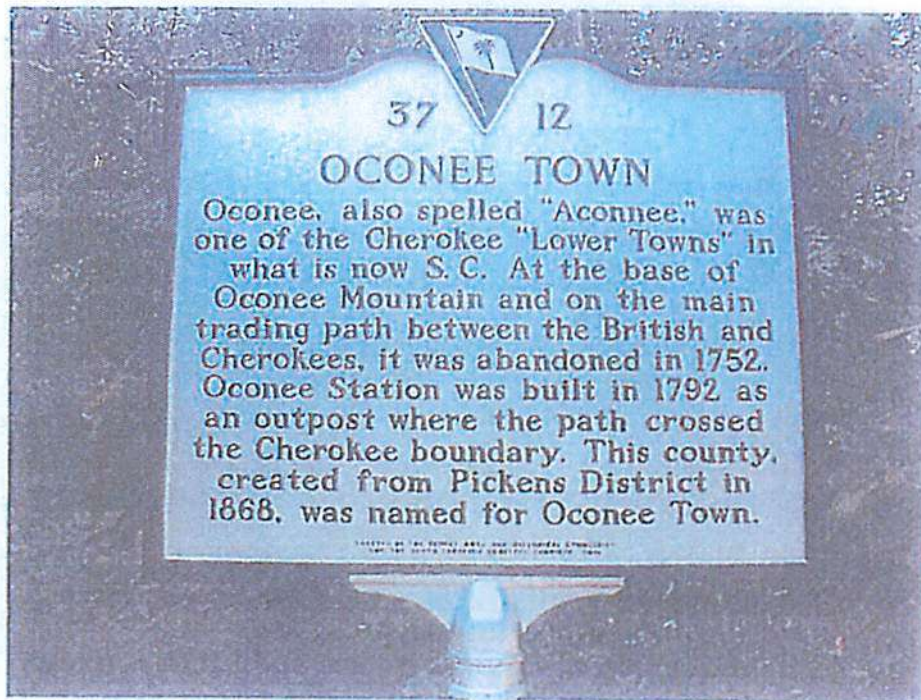
Oconee Creek near Oconee Town property.



View of the Blue Ridge Mountains from Oconee Town.



View of Tamassee Knob from Oconee Town.



OCONEE TOWN PROJECT

Research information assembled by
Oconee Arts and Historical Commission.

lutheriyle@bellsouth.net
864-710-9210

Narrative Summary:

The important cultural, historical, and archaeological significance of the Oconee Town site is without question, and the acquisition of this property by SCPRT would give the state of South Carolina a park with features that are unmatched by any other state or national park in the entire United States.

Oconee Station State Historic Site currently has the unique distinction of having a frontier outpost/trading post and an early pioneer homestead all at one site. If the historic Cherokee village site of Oconee Town were acquired and combined with the adjacent Oconee Station State Historic Site, the interpretation of that park could be expanded to include the important archaeological site of the Cherokee village that both Oconee Station and Oconee County were later named for

By adding the Oconee Town site to our park system we would then have a park that has an important Native American village site, a frontier outpost/trading post, an early pioneer (William Richards) homestead, plus waterfalls and hiking trails all in one park. No other park anywhere in the United States can offer that.

Oconee Town: a brief background

Oconee, in the northwestern corner of South Carolina, was one of the "lower towns" of the Cherokee nation. The Cherokee villages in South Carolina were lower in topographic elevation than the villages in the mountains of North Carolina and Tennessee, and were also closer to early pioneer settlements. Oconee was situated at the base of the Blue Ridge mountain escarpment and was the last of the lower towns to be passed through before crossing the mountains traveling from east to west on the Cherokee trading path between Charles Town and the Mississippi River.

There are at least twelve known variations in the spelling of the name "Oconee." As with the names of all early Cherokee towns, the English spelling was derived phonetically from local pronunciation. It seems possible that the great variety of spellings used by early journalists and mapmakers in writing the names of Cherokee towns resulted from varying pronunciation by different individuals or groups within the Cherokee complex.

Although the earliest written reference to Oconee Town was in the Francis Varnod census of Cherokee towns in 1721, there is much evidence available to demonstrate that it was inhabited much earlier. An archaeological survey conducted by the South Carolina Institute of Archaeology and Anthropology in 1972, and a recent (2009) archaeological excavation indicates that it was used as a seasonal campsite for thousands of years before it was a settlement. In 1730, Sir Alexander Cuming recorded that upon his arrival at Oconee there was "a Solemnity performing in the Town-House." The fact that Oconee had a town house (or council house) is indicative of Oconee's important standing, for the smaller villages did not have town houses.

The generations-long war between the Creeks and Cherokees burst into increased violence in the early 1750s with the consequence of most of the Cherokee lower towns being abandoned. Oconee was abandoned in 1752, never again to be reoccupied on a permanent basis. Its name, however, had been applied to the nearby mountain, and because the site of the town was on the main road to the important overhill town of Chota, it continued to be known for years to come.

When British Col. James Grant's army fought the Cherokees in 1761, his army camped for one night at the abandoned site of Oconee. Among the young soldiers serving under him on this expedition were Thomas Middleton, Henry Laurens, Andrew Williamson, Isaac Huger, Andrew Pickens, Thomas Sumter, William Moultrie, and Francis Marion, all of whom later played major roles in the American Revolution.

The noted botanist William Bartram in 1775 mentioned seeing "the ruins of the ancient Oconee Town." In 1792, a frontier outpost was constructed nearby and named "Oconee Station". When the War Between the States began in 1861, a unit of volunteers from this area adopted the name "Oconee Rifles." Later, when Pickens District was divided in 1868, the western part was named "Oconee County."

References about Oconee Town from historic records:

" From Keowee we went to Oocounny, being 12 miles, where I stayed at Mr. Dawie's (Indian Trader): Here I looked for Roots, Springs, Stones and Minerals, and found there a Solemnity performing in the Town-House, about the creation of a new King..."

Journal of Sir Alexander Cuming,
March 24, 1730

Capt. Richard Kent writes that "Keowee, Hywae (Little Hiwassee), and Oconee have made peace with the French."

South Carolina, Journal of Council,
April 11, 1746

Sunday, June 7 (1761) "The Army march'd from Fort Prince George; at about six we pass'd Keowee river, which reached to the middle, about 5 miles from there we passed another River, call'd the Little River which is Rocky, as also two Creeks at small distances which reach'd to the Knee. At Twelve we reach'd Oocunnih Old Town (12Miles) formally a Cherokee settlement, but destroy'd by the Creeks. Here we encamp'd, or rather wigwam'd in a Square, having left our Tents behind, excepting two soldiers Tents of Canvas allow'd the Officers. This Place is well clear'd and is a fine Country. An Indian Track was seen by some of our Indians and closely persued, but he made his escape."

Monday, June 8 "We march'd about five, and about 2 Miles distance we reach'd Oocunnih Mountain which is extremely high and about four Miles over, the prospect from it behind us was very extensive."

Journal of an Expedition to South Carolina,
(under the command of Col. James Grant)
Captain Christopher French
Dec. 22, 1760- Nov.14, 1761

"Now at once the mountains divide; and disclose to view the ample Oconee vale, encircled by a wreath of uniform hills; their swelling bases clad in cheerful verdure, over which issuing from between the mountains, plays along a glittering river, meandering through the meadows. Crossing these at the upper end of the vale, I began to ascend the Oconee mountain. On the foot of the hills are ruins of the ancient Oconee town."

William Bartram Journal,
May 1775, (p. 273)

INSTITUTE OF ARCHEOLOGY AND ANTHROPOLOGY
UNIVERSITY OF SOUTH CAROLINA
SITE SURVEY RECORD

68-1

- County: Oconee State: South Carolina Site No: 380C37
1. Site name: Oconee Town Project: Combes Independent Research
 2. Map reference: U.S.G.S. Walhalla, Quadrangle
 3. Type of site: Open site
 4. Cultural affiliation: Cherokee 18th Century
 5. Location: 3/4 mile east of Oconee Station on terrace 40 to 60' above river flood plane - currently under cultivation, NE side of Oconee Creek.
 6. Owner and address: J. N. Todd - Box 191, Coral Gables, Fla. 33134
 7. Previous owners: Unknown
 8. Tenant: J. T. Cowen
 9. Informants: None
 10. Previous designations for site: None
 11. Site description: This site is no doubt the site of Oconee Town. It is located on a high terrace above the flood plain of Oconee Creek and covers easily 6 - 8 acres. The majority of this site is at this time cultivated; however, some of the site is still in woods.
 12. Position of site and surroundings: See items 5 & 11.
 13. Area of occupation: 6 to 10 acres.
 14. Depth and character of fill: About 12" of plow zone primarily.
 15. Present condition: Farmed - some erosion.
 16. Previous excavations and reports: None
 17. Material collected: Good size sherd collection was made; some early historic items, i.e. pipestems, wine bottle glass, iron pot fragment, gun flint, etc.
 18. Material observed: None
 19. Material reported and owner: None
 20. Recommendations for further work: This site should be tested for architectural features.
 21. Photograph Nos: _____
 22. Maps of site: _____
 23. Additional remarks: This site may be driven to by going towards E. C. Cowen's house, turning right before going down his lane. Follow road down hill to flood plain, drive across bridge, and walk up bluff. See attached map.
 24. Recorded by: John D. Combes Date: December 29th & 30th, 1972

INSTITUTE OF ARCHEOLOGY AND ANTHROPOLOGY
UNIVERSITY OF SOUTH CAROLINA
SPECIMEN CATALOG

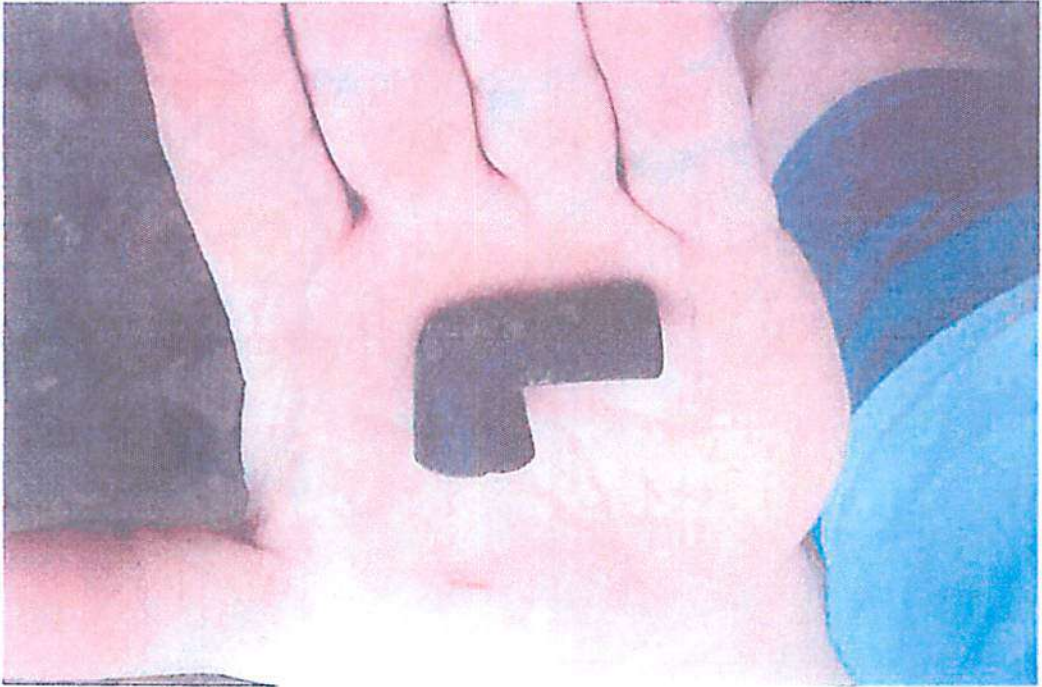
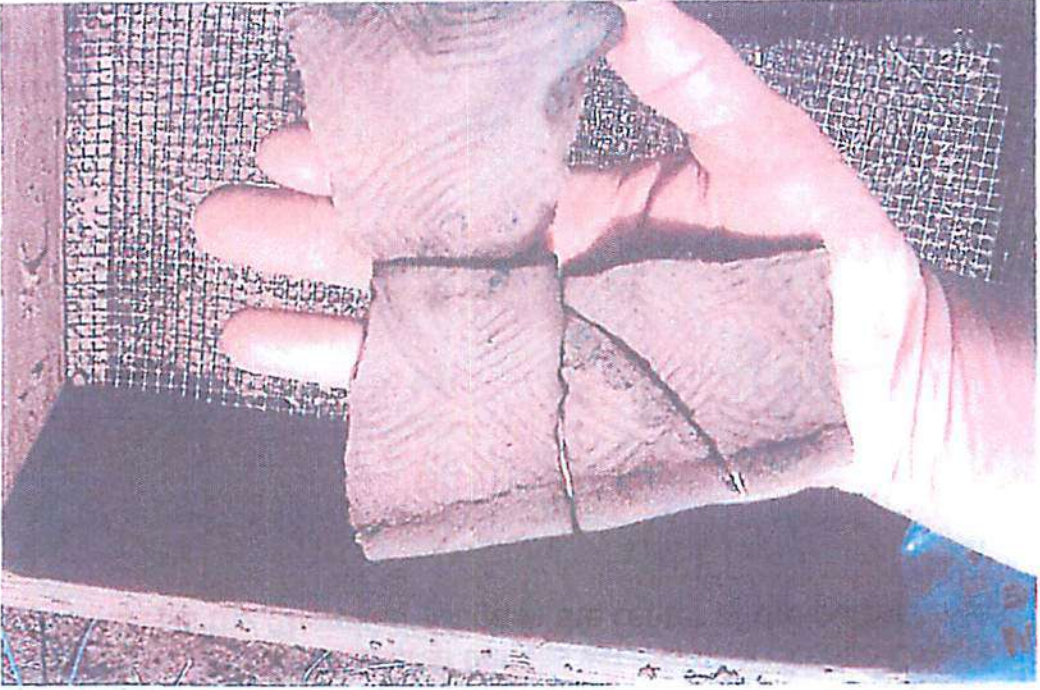
68-5

County: Oconee State: S.C. Site No: 38 Oc 37
Site Name: Oconee Town Project: _____

Catalog Number	Description	Excav. Unit	Vertical Locat.	Horizontal Location	Date Found
- 1	26 Quartz bifacially worked			area "B"	
-	point & tool fragments				
2	1 Iron wire fragment				
3	1 flat iron fragment				
4	1 quartz flint				
5	1 Kaolin pipe stem fragment	5 th			
6	3 Pottery rim sherds				
7	58 Pottery sherds (body)				
8	1 Hematite object fragment				
9	2 Glass - Green wine bottle frag.				
10	1 Shale - Frag.				
11	2 Kaolin - Pipe stem frag.	5 th			
- 12	6 Quartz - Projectile Point frag.				
13	81 Pottery - Rim Frag.				
14	2 Hematite				
15	2 Pottery - Rim Sherds				
16	1 Glass - wine bottle base frag.			Area "A"	
17	3 Quartz bifacially worked				
18	2 Quartz - Projectile Point frags.				
19	12 Pottery - body sherds				

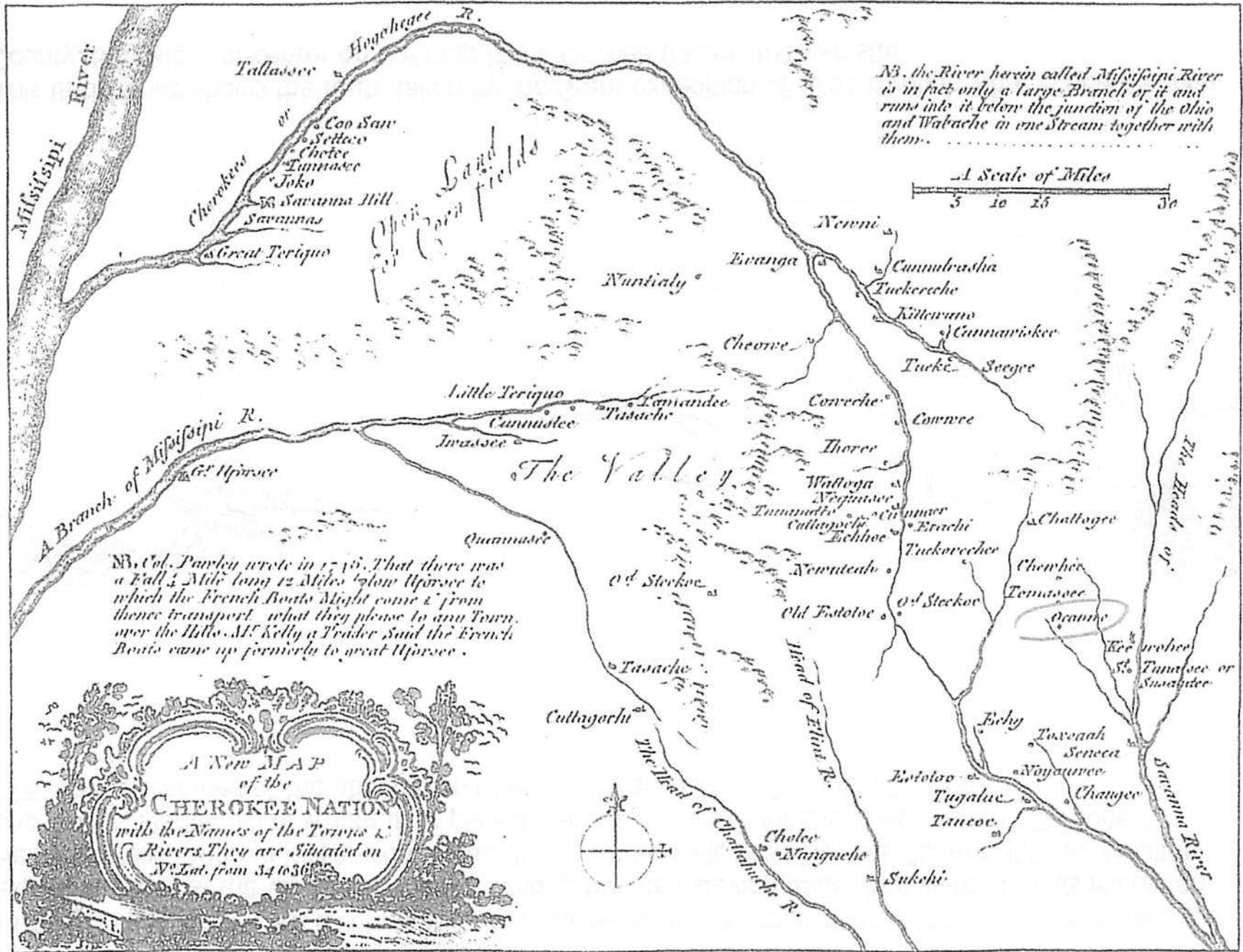


2009





This is part of the George Hunter Map of 1730, which was commissioned by the British government to show the location of the creeks, rivers and Cherokee villages along the Trading Path from Charles Town to the Mississippi River at that date. The outlined area defines what is now Oconee County. Acconni (Oconee) is the Cherokee village in the center of the outlined area.



NB. the River herein called Mississippi River is in fact only a large Branch of it and runs into it below the junction of the Ohio and Wabache in one Stream together with them.

*A Branch of Mississippi R.
at Upper*

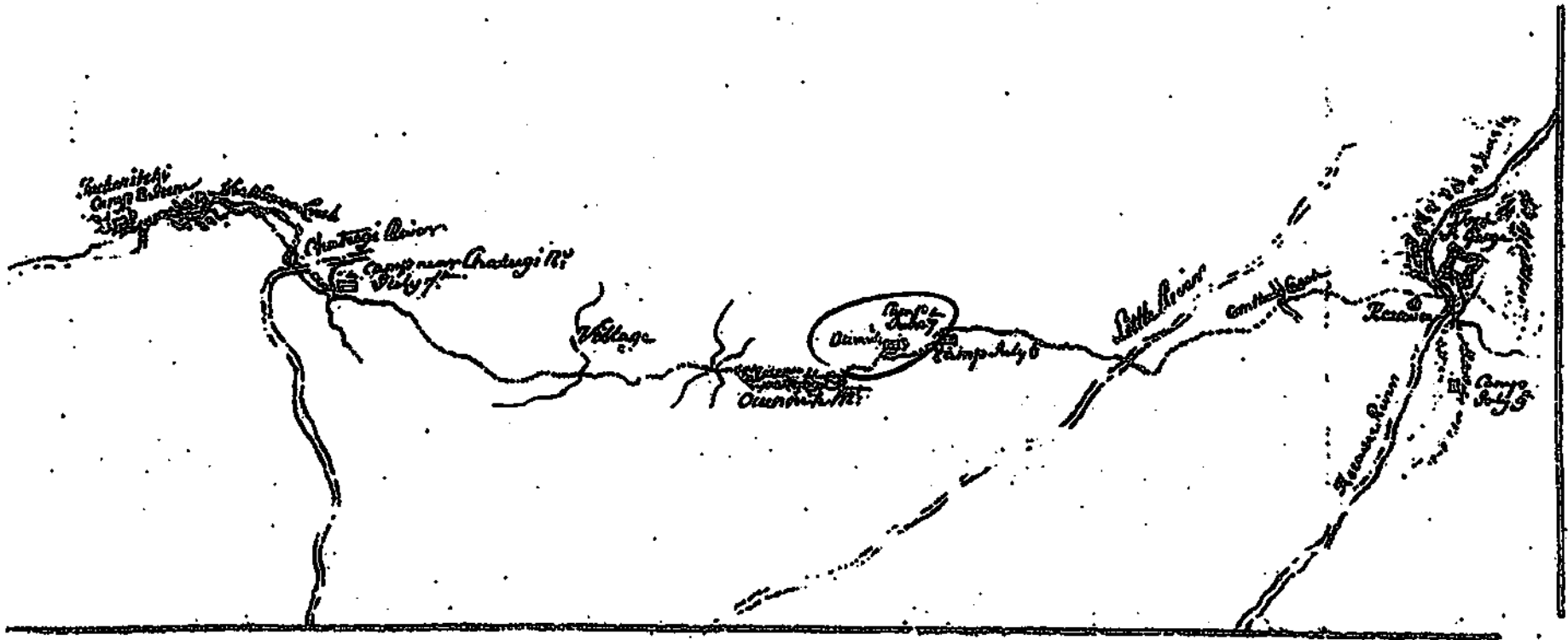
Mr. Col. Pawley wrote in 1735. That there was a Fall 1/2 Mile long 12 Miles below Upper to which the French Boats might come & from thence transport what they please to any Town over the Hills. Mr. Kelly a Trader said the French Boats came up formerly to great Upper.

A New MAP
of the
CHEROKEE NATION
with the Names of the Towns &
Rivers They are Situated on
N^o. Lat. from 34 to 36

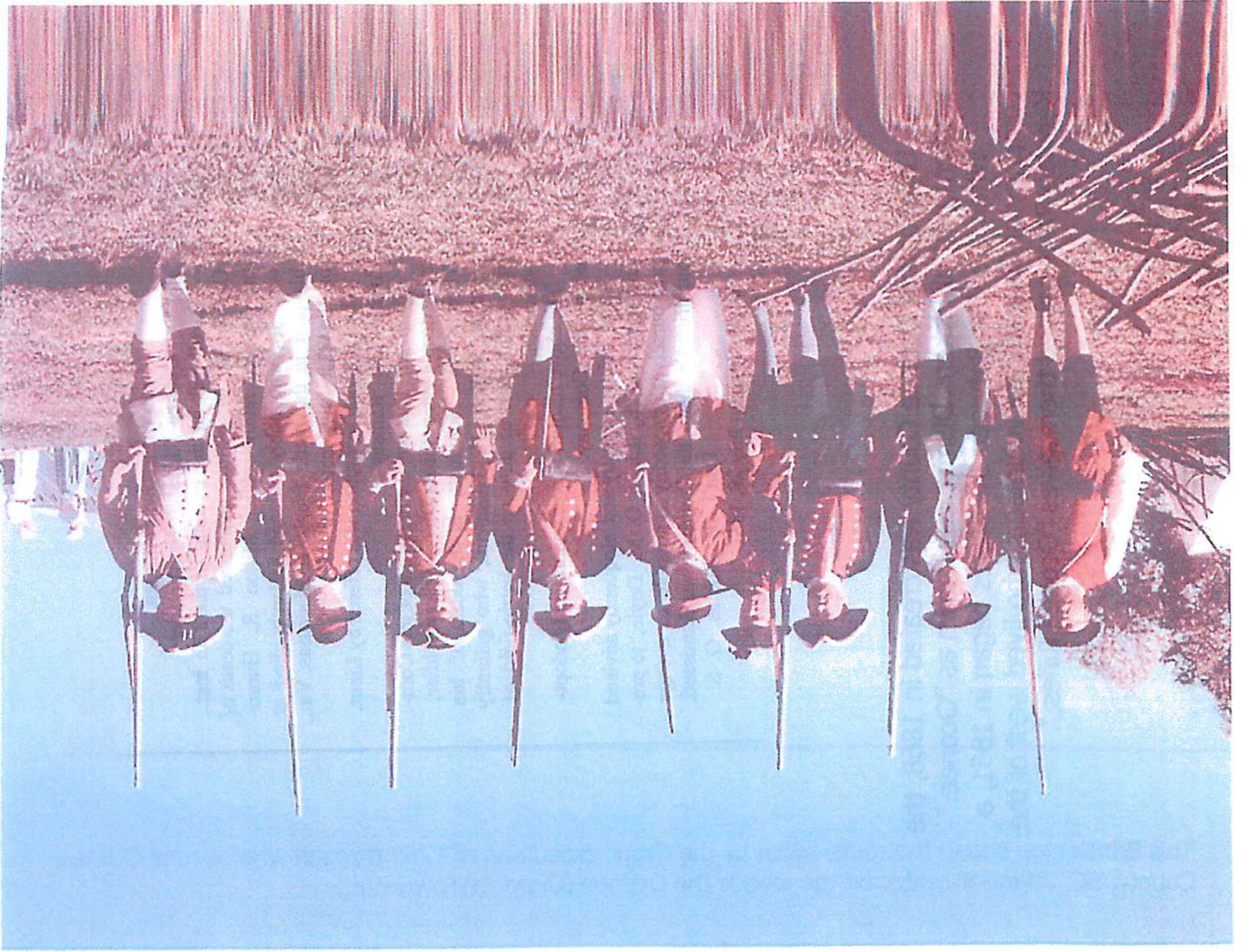
The Valley

Entered from an Indian Draught by T. Kitchin.

In June-July, 1761, British Lieutenant-Colonel James Grant led an army of 2,800 men in a military expedition against the Cherokee nation. Among the men serving under him were Thomas Middleton, Henry Laurens, Andrew Williamson, Isaac Huger, Andrew Pickens, Thomas Sumter, William Moultrie, and Francis Marion, all of whom later played major roles in the American Revolution. On June 7, 1761 they encamped at the abandoned Cherokee village site of Ocunnih (Oconee).



This British map shows the route taken by the Grant expedition of 1761 through what is now Oconee County, SC. Right-of-center on the map is the Oconee (Ocunnih) Town site.



FOR THE KEOWEE COURIER.

"Oconee Rifles' " Sympathies

At roll-call on the evening of the 27th inst., Captain M. M. Norton announced the death of our beloved fellow-soldier, Milton R. Hunnicutt, jr., who nobly fell and gallantly died at his post in the battle fought at Manassas, Va., on the 21st July, inst.

The following resolution was offered by Lieut. Andrew H. Ramsay :

Resolved, That we, the members of this Company deeply sympathize with our fellow-soldier, Thomas W. Hunnicutt, in the death of his brother, Milton R. Hunnicutt, who gallantly fell at the post of duty on the battle-field of Manassas.

The above resolution was unanimously adopted by the Company.

After being earnestly and eloquently advised and requested, by Lieut. O. M. Doyle, to prepare ourselves as speedily as possible to avenge our friend's death, the Company was dismissed.

Dan'l. P. Robins, O. S.

Sandy Spring, July 29, 1861

Long before Oconee County was created in 1868, the western part of Pickens District was known as "Oconee."

When the War Between the States began in 1861, a company of Confederate volunteers who lived west of the Keowee River named themselves "Oconee Rifles."



3 December 2009

To whom it may concern,

I write to support efforts to preserve the site of Oconee Town through purchase by, or donation to, the State of South Carolina as a site significant to our state heritage and history.

Oconee Town is located in Oconee County, South Carolina. It was an important Cherokee village in the mid-18th century, located on the Cherokee trading path and situated about halfway between Keowee Town and Chattooga River. It stood at the base of Oconee Mountain and the site was at the intersection of the trading path and the Cherokee treaty line of 1777.

The village was destroyed by the Creek Indians in 1752 and was abandoned that year, but the ruins of Oconee Town were still evident in May of 1775 when William Bartram passed through the area: "... I began to ascend the Oconnee mountain. On the foot of the hills are the ruins of the ancient Oconnee town" (Bartram's Journal, part 3, chapter 3). During the British-Cherokee War, the site was used as a military campsite in the expeditions of both Col. Montgomery in 1760, and Col. Grant in 1761 on their campaigns against the Cherokee. In 1792, Oconee Station was constructed adjacent to the site of Oconee Town and was named accordingly.

A recent archaeological effort at the site of Oconee Town led by myself during my previous employment with the South Carolina Institute of Archaeology and Anthropology, University of South Carolina, recovered a pewter button, glass, and a steel tomahawk indicative of trade and interaction between the Cherokee of Oconee Town and the British. Additional data in the form of stone tools indicates that the site was probably used as a seasonal campsite for thousands of years by Archaic and Woodland peoples.

Oconee County was named for Oconee Town when it was formed in 1868. The site is culturally and historically important to Oconee County and the State of South Carolina, and I strongly support efforts to bring it under State ownership.

Sincerely,

Christopher Ohm Clement, Ph.D.

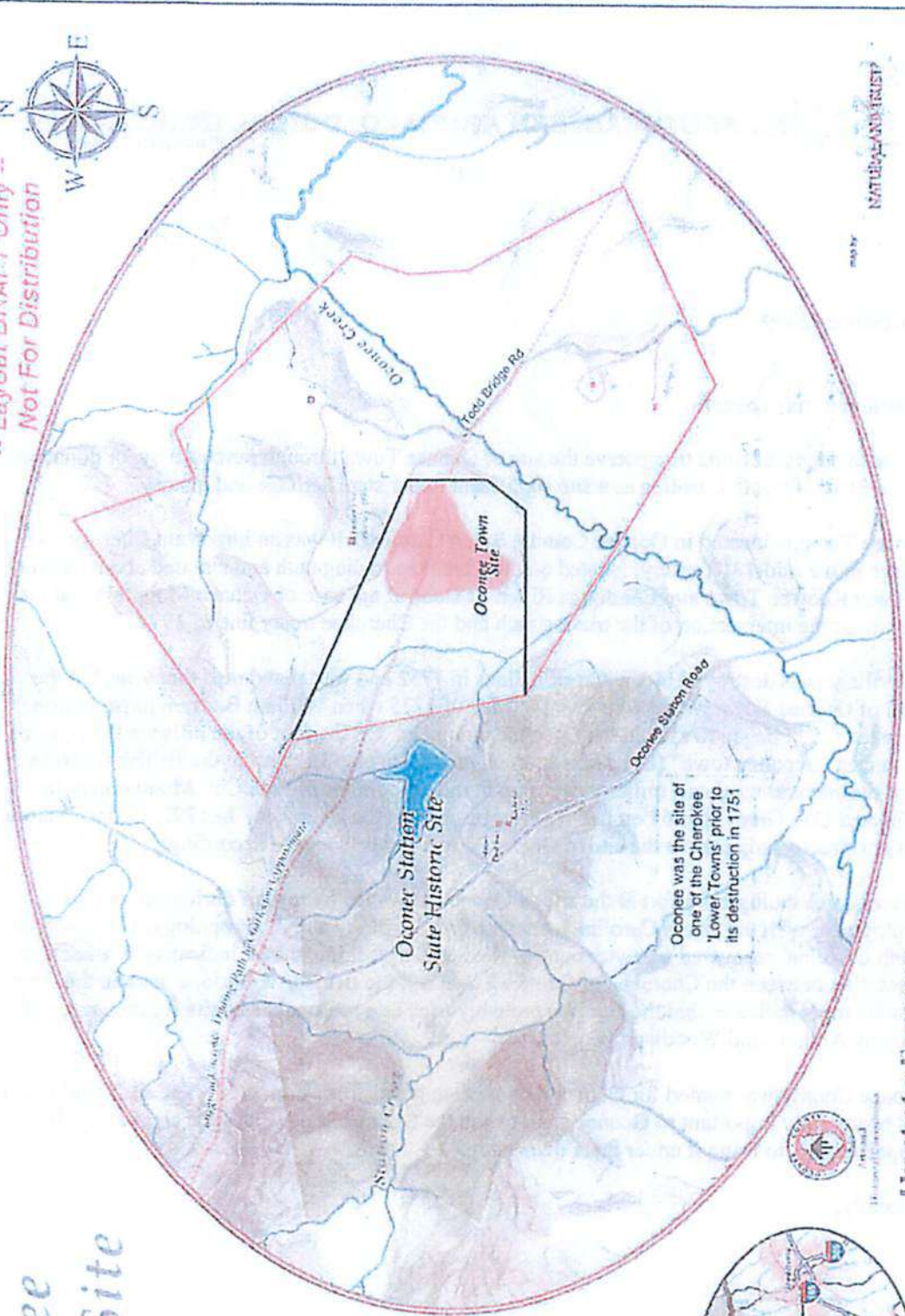
-- Layout DRAFT Only --
Not For Distribution



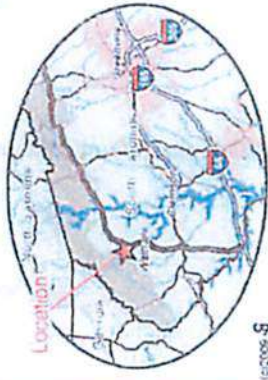
Oconee Town Site

in Oconee County,
South Carolina

Todd Farm



Oconee was the site of
one of the Cherokee
'Lower Towns' prior to
its destruction in 1751



Upstate Forever



©2005



Officers of the South Carolina Regiment in the Cherokee War, 1760-61
Source: *The South Carolina Historical and Genealogical Magazine*, Vol. 3, No. 4 (Oct., 1902), pp. 202-206
Published by: [South Carolina Historical Society](#)
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OFFICERS OF THE SOUTH CAROLINA REGIMENT
IN THE CHEROKEE WAR, 1760-61.

[About the middle of the eighteenth century the settlement of the Up-Country of South Carolina began, and it was not very long after settlements had been established before they began to suffer from deprivations of the Cherokee Indians living in the northern part of the Province. Hostilities commenced in 1759 and Governor Lyttelton in person led an expedition against them and arranged a treaty, which was soon broken by the Indians. Col. Montgomery, with two regiments of British regulars and some South Carolina militia and volunteers, next marched against the Cherokees in the spring of 1760 and reduced their towns and villages in the valley of the Keowee to ashes, but returned to Charles Town without completing the conquest. In the spring of 1761 another expedition, under Col. James Grant, was sent against the Cherokees, and this expedition so humbled them that it was fifteen years before they gave any more trouble. To assist the regulars in that expedition the Province of South Carolina raised a regiment. The following record of the appointment by Lieutenant-Governor Bull of the officers of that regiment is taken from the records of the Probate Court of Charleston County, Book 1758-63, pp. 305 to 307, inclusive.]

South Carolina,¹

By the Honourable William Bull Esq: Lieut
Gov: and Commander in Chief in & over the s^d Pro^{ve}
To Thomas Middleton Esq:

¹ In the upper left hand corner of the recorded copy of the commission (the original of which was given to Col. Middleton, of course) a rough sketch of Gov. Bull's arms is given as the seal used on the commission. The arms there depicted are the same as those shown on the Bull monument at Ashley Hall, with the same motto: *Ducit Armor Patriæ*. In the right upper corner of the 'scutcheon is the crescent indicating a younger son.

Whereas in the present situation of affairs, it is thought necessary for the immediate protection of the several Inhabitants of this province, to raise a Regiment of Foot, to consist of one thousand men besides officers into which, the three provincial Companies, called the Buffs, are to be Incorporated, as part of the said Regiment. And reposing especial Trust and Confidence in the Loyalty Courage and Good Conduct of you the said Thomas Middleton, have commissioned, constituted and appointed, and by these presents Do commission, Constitute and Appoint you the said Thomas Middleton to be Colonel of the said Regiment; which said Regiment you are to Lead, Train, Muster and exercise, according to Military discipline. And you are to follow and observe all such orders and Instructions as you shall, from time to time, receive from me or the Commander in chief for the time being; according to the Rules and discipline of War, and in pursuance of the Trust hereby reposed in you, and all Inferior officers and soldiers belonging to the said Regiment, are hereby strictly required & commanded to obey you as Colonel of the same.

This Commission to continue during Pleasure.

Given under my Hand and Seal at Charles Town
this sixteenth day of Septem^r Anno Domini 1760.
and in the Thirty fourth year of His Majesty's
Reign.

W^m Bull

By his Honour's Command

W^m Murray Depy Secry

Commission from His Honor the Lieut Governor, To Henry Laurens Esq^r to be Lieut Colonel of the said Regiment, ut supra, dated the Sixteenth day of Sept^r 1760.

Commission, from His Honor the Lieutenant Governor, To John Moultrie Esq^r to be Major of the said Regiment, ut supra, dated the 16th day of Septem^r 1760.

Commission from His Honour The Lieutenant Governor, To

Joseph Loyd to be Quarter-master of the said Regiment, ut supra, dated, the sixteenth day of Septem^r 1760.

Commission from His Honour the Lieutenant Governor To Peter Bacot to be Pay-Master of the said Regiment, ut supra, dated, the sixteenth day of Septemb^r 1760.

Commission from His Honor the Lieutenant Governor To John Grenan to be Captain of a Company in the said Regiment, ut supra, dated the nineteenth of Sept^r 1760.

Commission from His Honor the Lieut^r Governor To William Moultrie to be Captain of a Company in the said Regiment, ut supra, dated the 16th of Septem^r 1760.

Commission from His Honor the Lieutenant Gov^r To Owen Roberts, to be Captain of a Company in the said Regiment, ut supra, dated the 17th Septem^r 1760.

Commission, from His Honor The Lieutenant Governor, To Elias Vanderhorst to be Captain of a Company in the said Regiment, ut supra, dated the 20th of Septem^r 1760.

Commission from his Honor the Lieutenant Governor, to Thomas Bell to be Lieut^r of Cap^t John Grenan's Company in the s^d Regiment, ut supra, dated the 18th Sept^r 1760.

Commission from His Honor the Lt^r Gov^r to John Lloyd, to be Lieut^r in Company in the said Regiment, ut supra, dated the 19th Septem^r 1760.

Commission from His Honor the Lt^r Gov^r To Thomas Savage to be Lieut. in Comp^y in the said Reg^t, ut supra, dated the 20th of Sept^r 1760.

Commission from His Honor the Lt^r Governor, To Joseph Loyd to be Lieut^r of Company in the said Regiment, ut supra, dated the 21 Sept^r 1760.

Commission from His Honor the Lt^r Governor, To Andrew Williamson to be Lieut^r of Company in the said Regiment, ut supra, dated 22 Septem^r 1760.

Commission, from His Honor the Lt^r Gov^r To Joseph Levy to be Lieut^r of Company in the said Regiment, ut supra, dated 23 September 1760.

Commission from His Honor the Lieut^r Gov^r to James Coach-

man, to be Lieut of Company in the said Regiment,
 ut supra, dated 24th Septemb: 1760.

Commission, from His Honor the Lieut Gov: To Francis
 Marion to be Lienten: of Company in the said Regi-
 ment, ut supra, dated 25th Septem: 1760.

Commission from His Honor the L: Governor, To Josiah
 Tattenell to be Lieut of Company in the said Regi-
 ment, ut supra, dated the 16 of Sept: 1760.

Commission from His Honour the Lieut Governor to Jerenuiah
 Terry to be Lieut of Company in the s^d Reg: ut
 supra, dated the 26 of Septem: 1760.

Commission from His Honor the L: Governor to David Bailey
 to be Ensign of Company in the s^d Regiment ut
 supra, dated the 19th Sept: 1760.

Commission from His Honor the L: Governor to John
 Mathews to be Ensign of Comp: in the said Regiment
 ut supra, Dated the 20th Sept: 1760.

Commission from His Honor the Lieut Governor to Thomas
 Vanderdussen to be Ensign in Comp. in the said
 Regiment, ut supra, dated 21st Sept: 1760.

Commission from His Honor the Lieut Gov: To Will^m Ward
 Crothwaite to be Ensign of Company in the s^d Regi-
 ment ut supra dated 24th Septr. 1760.

Commission from His Honor the Lieut Governor To William
 Mason to be Lieutenant of Company in the said
 Regiment, ut supra, dated the 3^d October 1760.

Commission, from His Honor The Lieut Governor To William
 Pattridge to be Lieut of Company in the said Regi-
 ment, ut supra, dated the 4th October 1760.

Commission from His Honor The L: Governor To Moses
 Thomson to be Lieutenant of Cap: John Grenan's Company
 in the s^d Regim: ut supra, dated the 6th October 1760.

Commission from His Honor The L: Governor To Bellamy
 Crawford To be Ensign of Company in the said
 Regiment, ut supra, dated 25 Sept: 1760.

Commission from his Honor the Lieut Governor To John

Creighton to be Cap^t Lieuten^t in Co^l Middleton's Company in the said Regiment, ut supra dated the 8th Oct^r 1760.

Commission from His Honor the Lieut Governor to James Conner to be Ensign in Company in the said Regiment ut supra, dated October 1760.

Commission from His Honor the Lieut Governor to John Remington to be Lieutenant of Company in the said Regiment ut supra, dated October 1760.

Commission from His Honor the Lieuten^t Governor to Thomas Lemon to be Lieut of Cap^t Grenan's Comp^y in the Room of Moses Thomson, in the said Reg^t ut supra dated the 10th October 1760.

Commission from His Honor the Lieut Governor to Benj^e Ward to be Ensign of Company in the said Regiment, ut supra, dated 28th Sept^r 1760.

D^r To D^r to be Surgeon's Mate in the said Reg^t ut supra, dated 13th Oct^r 1760.

Commission from His Hon^r The L^t Gov^r To John Blamyre to be Captain of a Company in the said Regiment ut supra, dated the seventh day of Octob^r 1760.

Commission from His Hon^r The Lieut Governor, to John Bell to be Lieut^t of a Comp^y Commanded by in the said Regiment ut supra, dated 7 Nov^r 1760.

Commission from his Hon^r the Lieut Governor to John Mathews to be Lieut^t of Company in the said Regiment ut supra dated 16 Novem^r 1760.

Commission from His Honour the Lieutenant Governor To John Huger to be Ensign in Comp^y in the said Regiment ut supra dated 19 Nov^r 1760.

Commission from his Honour the L^t Gov^r To Leacock To be Surgeon to the said Regiment dated Tenth day of October 1760.

Com^o from his Hon^r the L^t Gov^r To Roger Kekal to be Ensign in Company in the said Reg^t dated 26 Sept^r 1760.

Theme (3): Development of the English Colonies, 1700-1775

Form 10-200
(July 1969)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES
INVENTORY - NOMINATION FORM

(Type all entries - complete applicable sections)

STATE: South Carolina	
COUNTY: Oconee	
FOR NPS USE ONLY	
ENTRY NUMBER 71.2.45.0009	DATE 2/24/71

1. NAME

COMMON:
Oconee Station and Richards House

AND/OR HISTORIC:

2. LOCATION

STREET AND NUMBER:
County road 95, off S. C. Hwy 11 (11 miles north of Walhalla to Pickett)

CITY OR TOWN:
Post: turn on S37-95 about 1-1/2 miles

STATE: South Carolina CODE: 45 COUNTY: Oconee CODE: 17

3. CLASSIFICATION

CATEGORY (Check One)	OWNERSHIP	STATUS	ACCESSIBLE TO THE PUBLIC
<input type="checkbox"/> District <input type="checkbox"/> Site <input type="checkbox"/> Object	<input checked="" type="checkbox"/> Building <input type="checkbox"/> Structure <input type="checkbox"/> Other	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private <input type="checkbox"/> Both	<input type="checkbox"/> Public Acquisition: <input type="checkbox"/> In Process <input type="checkbox"/> Being Considered
PRESENT USE (Check One or More as Appropriate)		<input checked="" type="checkbox"/> Occupied <input type="checkbox"/> Unoccupied <input checked="" type="checkbox"/> Preservation work in progress	Yes: <input checked="" type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> No
<input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial <input type="checkbox"/> Educational <input type="checkbox"/> Entertainment	<input type="checkbox"/> Government <input type="checkbox"/> Industrial <input type="checkbox"/> Military <input type="checkbox"/> Museum	<input type="checkbox"/> Park <input checked="" type="checkbox"/> Private Residence <input type="checkbox"/> Religious <input type="checkbox"/> Scientific	<input type="checkbox"/> Transportation <input type="checkbox"/> Other <input type="checkbox"/> Comments

4. OWNER OF PROPERTY

OWNER'S NAME:
Edward M. Fearley

STREET AND NUMBER:
University of Florida

CITY OR TOWN:
Gainesville

STATE:
South Carolina

CODE:
45

5. LOCATION OF LEGAL DESCRIPTION

COURTHOUSE, REGISTRY OF DEEDS, ETC:
Oconee County County Courthouse

STREET AND NUMBER:
West Main Street

CITY OR TOWN:
Walhalla

STATE:
South Carolina

CODE:
45

6. REPRESENTATION IN EXISTING SURVEYS

TITLE OF SURVEY:
South Carolina Preliminary Survey of Historic Places

DATE OF SURVEY: 1969
 Federal State County Local

DEPOSITORY FOR SURVEY RECORDS:
South Carolina Dept. of Archives and History

STREET AND NUMBER:
1430 Senate Street PO Box 11,188 Capitol Station 29211

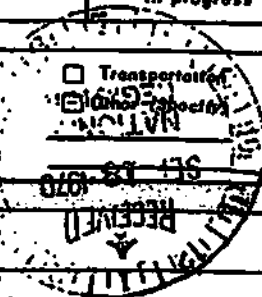
CITY OR TOWN:
Columbia

STATE:
South Carolina

CODE:
45

SEE INSTRUCTIONS

STATE:
COUNTY:
FOR NPS USE ONLY
ENTRY NUMBER
DATE



71.2.45.0009
2/24/71

DESCRIPTION

CONDITION	(Check One)					
	<input type="checkbox"/> Excellent	<input checked="" type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Deteriorated	<input type="checkbox"/> Ruins	<input type="checkbox"/> Unexposed
	(Check One)			(Check One)		
	<input checked="" type="checkbox"/> Altered	<input type="checkbox"/> Unaltered		<input type="checkbox"/> Moved	<input checked="" type="checkbox"/> Original Site	

DESCRIBE THE PRESENT AND ORIGINAL (If known) PHYSICAL APPEARANCE

Oconee Station is a rectilinear fieldstore building with gable roof with small windows in gable, wooden leanto porch with four supports in front of central main entrance. Both front casement windows, which were originally loopholes, are set high on either side of entrance and are four over four. Colonial batten doors and shutters. Shutters also have long iron strip hinges. Walls are two feet thick.

Interior has brick fireplaces, one on each floor, in large central chimney. In basement are old loom, spinning wheel, and bullet molds.

Richards House, adjacent to Oconee Station, has two stories and a basement, and is constructed of handmade brick laid in a combination of English and Flemish bond. House has fieldstone foundation, two-piece batten shutters with iron strip hinges, front facade entablature and leanto porch. Also has end chimneys.

Inside, house has two fireplaces on each floor. Brick parquet floor was recently discovered on ground floor, beneath about six inches of dirt. Second story floor is wood.

Both buildings have been restored for use as a ^(single) summer home. Mortar has been added to the walls of Oconee Station and its interior has been redesigned to create bedrooms. The kitchen, living and dining rooms, etc. are housed in the Richards House.

SEE INSTRUCTIONS



SEE INSTRUCTIONS

3. SIGNIFICANCE

PERIOD (Check One or More as Appropriate)

<input type="checkbox"/> Pre-Columbian	<input type="checkbox"/> 16th Century	<input checked="" type="checkbox"/> 18th Century	<input type="checkbox"/> 20th Century
<input type="checkbox"/> 15th Century	<input type="checkbox"/> 17th Century	<input checked="" type="checkbox"/> 19th Century	

SPECIFIC DATE(S) (If Applicable and Known) 1760, 1805

AREAS OF SIGNIFICANCE (Check One or More as Appropriate)

<input type="checkbox"/> Aboriginal	<input type="checkbox"/> Education	<input type="checkbox"/> Political	<input type="checkbox"/> Urban Planning
<input type="checkbox"/> Prehistoric	<input type="checkbox"/> Engineering	<input type="checkbox"/> Religion/Philosophy	<input type="checkbox"/> Other (Specify)
<input checked="" type="checkbox"/> Historic	<input type="checkbox"/> Industry	<input type="checkbox"/> Science	_____
<input type="checkbox"/> Agriculture	<input type="checkbox"/> Invention	<input type="checkbox"/> Sculpture	_____
<input checked="" type="checkbox"/> Architecture	<input type="checkbox"/> Landscape Architecture	<input type="checkbox"/> Social/Humanitarian	_____
<input type="checkbox"/> Art	<input type="checkbox"/> Literature	<input type="checkbox"/> Theater	_____
<input type="checkbox"/> Commerce	<input checked="" type="checkbox"/> Military	<input type="checkbox"/> Transportation	_____
<input type="checkbox"/> Communications	<input type="checkbox"/> Music		_____
<input type="checkbox"/> Conservation			_____

STATEMENT OF SIGNIFICANCE

Oldest building in Oconee County, Oconee Station was erected before 1760 to afford the few settlers nearby a measure of protection against numerous Cherokee Indians in area. Last of three guardhouses built by Lt. Col. Archibald Montgomerie, who commanded English and Scottish troops in ill-starred 1762 attacks on Cherokees.

Building marks farthest point in South Carolina to which white settlers ventured prior to the Revolution, and is believed to have housed British soldiers, at least periodically, until after that war.

During the early 1800s the Indians used the building as a trading post. Later it became a storage place for furs, and then a residence.

The adjacent Richards house, constructed in 1805, is believed to be the first brick house built in the northwest corner of the state. It was erected by William Richards, one of three brothers who came to this area as soldiers under Col. Montgomerie, and decided to stay here after the Revolution. During the early 19th century the house served as a stagecoach stop.



9. MAJOR BIBLIOGRAPHICAL REFERENCES

Davis, Ted, "Place Names in and Around Walhalla." Names in South Carolina 12 (1965): 17.
 Julien and Milling, Beneath So Kind a Sky. Columbia, 1958.
 League, Paul, "Mountain Beauty of Greenville, Oconee, and Pickens Counties." Sandlapper, April, 1968, pp. 9-16.
 McFall, Pearl, So Lives the Dream. New York, 1953.
 McClure and Hodges, South Carolina Architecture: 1670-1970. Clemson, 1970.
 Pendleton District Historic and Recreational Commission, Arrows to Atoms. WPA, South Carolina: a Guide to the Palmetto State. New York, 1941.
 Doyle, Historic Oconee in South Carolina. Greenville, 1935.

10. GEOGRAPHICAL DATA

LATITUDE AND LONGITUDE COORDINATES DEFINING A RECTANGLE LOCATING THE PROPERTY			OR	LATITUDE AND LONGITUDE COORDINATES DEFINING THE CENTER POINT OF A PROPERTY OF LESS THAN TEN ACRES		
CORNER	LATITUDE	LONGITUDE		LATITUDE	LONGITUDE	
	Degrees Minutes Seconds	Degrees Minutes Seconds		Degrees Minutes Seconds	Degrees Minutes Seconds	
NW	° ' "	° ' "		34 ° 50 ' 47.9	83 ° 04 ' 15 "	
NE	° ' "	° ' "				
SE	° ' "	° ' "				
SW	° ' "	° ' "				

APPROXIMATE ACREAGE OF NOMINATED PROPERTY: 5 acres

LIST ALL STATES AND COUNTIES FOR PROPERTIES OVERLAPPING STATE OR COUNTY BOUNDARIES

STATE:	CODE	COUNTY	CODE



11. FORM PREPARED BY

NAME AND TITLE:
Mary Schuette, Historic Resources Division
 ORGANIZATION: South Carolina Dept. of Archives and History DATE: August 29, 1970
 STREET AND NUMBER: 1430 Senate Street PO Box 11,188 Capitol Station 29211
 CITY OR TOWN: Columbia STATE: South Carolina CODE: 4

12. STATE LIAISON OFFICER CERTIFICATION

As the designated State Liaison Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service. The recommended level of significance of this nomination is:

National State Local

Name Charles Lee

Title Director, S. C. Dept. of Archives and History

Date August 29, 1970

NATIONAL REGISTER VERIFICATION

I hereby certify that this property is included in the National Register.

Arnet A Connally
 Chief, Office of Archeology and Historic Preservation

FEB 24 1971

Date _____

ATTEST:

William J. Swartz
 Keeper of The National Register

JAN 5 1971

Date _____

SEE INSTRUCTIONS

Improving Quality of life in S.C. through land conservation



[Home](#) > [Grants Map](#) > [Oconee Town Village](#)

Oconee Town Village

Year of Grant:	2016
County:	Oconee
Acres Conserved:	53.68
Deed Type:	Fee Simple
Grant Recipient:	Naturaland Trust
Amount Awarded:	\$134,000
Fair Market Value:	\$134,000
Public Access:	Full



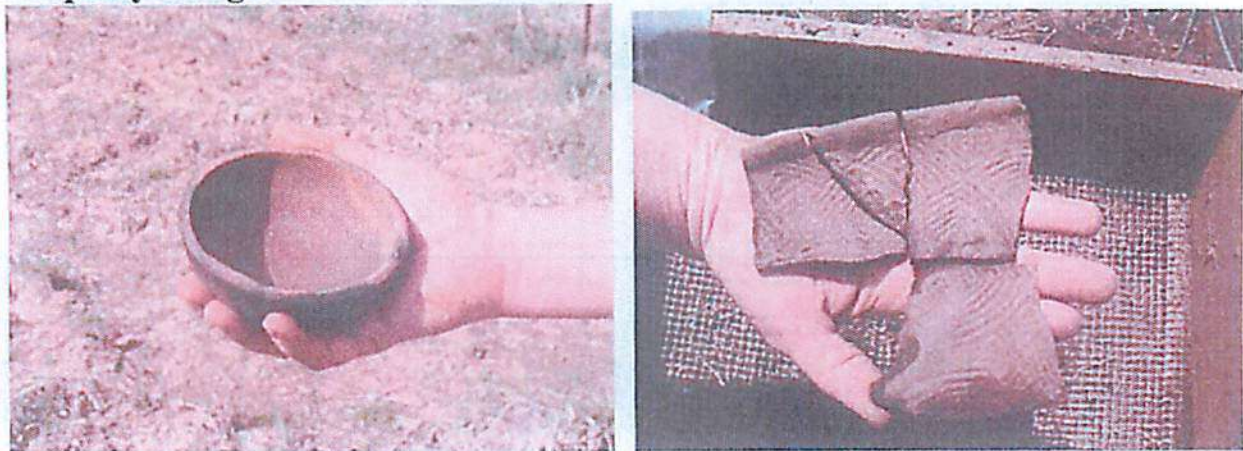
Property Description

Oconee Town Village site will protect one of the most significant archaeological, historical, and cultural assets of South Carolina's upstate. The property will connect with Sumter National Forest via the 210-acre Oconee Station, thus enlarging the protected landscape and providing an important extension for wildlife habitat. This area is known for its black bear, fox, bobcat, turkey, and pheasant. This property contains view of the stunning Tamassee Knob within Sumter National Forest. The land will be donated to SCPRT for inclusion in Oconee Station Historic Site which will allow visitors the chance to access Oconee Town through a network of trails once established by the Park.

Property Map

A map for [Oconee Town Village](#) has been provided in Google Map format.

Property Images



LETTER OF TRANSMITTAL

June 20, 2016

**Mr. Mac Stone
Executive Director
Naturaland Trust
Greenville**

I have conducted an appraisal of the real estate located at Todd Bridge Road in Tamasee, South Carolina, as requested and submit my findings in this letter.

The appraisal was made for the purpose of expressing an opinion of the market value of a parcel of property. This property is in the name Todd Family Farms, LLC and contains vacant land.

Market value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the appraised property will sell in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue stress.


According to your request, I have performed an Appraisal Report under Standards Rule 2-2. The purpose of this appraisal report is for use in the possible land purchase by the client for this report. The intended use of this report is for the use of the client in evaluating the subject for use in the possible purchase of the land.

In our opinion the subject has a market value as of the date of appraisal of:

ONE HUNDRED THIRTY-FOUR THOUSAND DOLLARS

(\$134,000.00)

Respectfully submitted,



**Michael Phillips
South Carolina Certified General Appraiser
1514 Breazeale Road
Easley, SC 29640**



MINUTES CONSERVATION BANK BOARD

August 14, 2018

Oconee County Administrative Offices, Council Chambers
415 S. Pine Street, Walhalla, SC 29691

MEMBERS

Mr. Shea Airey, Chairman
Mr. Frank Ables, Vice Chairman
Ms. Jennifer Moss, Secretary
Mr. Marvin Prater, Treasurer

Ms. Frances Rundlett
Mr. Richard Cain
Mr. Ernie Lombard
Ms. Katie D. Smith, Staff Liaison

The Oconee County Conservation Bank Board [OCCB] met at 9:00 a.m. in Council Chambers, 415 South Pine Street, Walhalla, SC with Mr. Shea Airey, Ms. Jennifer Moss, Mr. Marvin Prater, Ms. Frances Rundlett, Mr. Ernie Lombard & Mr. Richard Cain [except Mr. Frank Ables] and Katie D. Smith, Clerk to Council acting as staff liaison.

Press: Pursuant to the Freedom of Information Act, notice of the meeting, date, time, place of meeting and agenda were posted on the bulletin board at the County Administrative Offices, 415 South Pine Street, Walhalla, SC, and the County Council website [www.oconeesc.com/council]. In addition it was made available [upon request] to the newspapers, radio stations, television stations and concerned citizens.

No members of the media were present.

Call to Order

Mr. Airey called the meeting to order at 9:03 a.m.

Approval of Minutes

Ms. Moss made a motion, seconded by Ms. Rundlett approved 6 – 0, to approve the minutes from June 5, 2018 meeting as presented.

Treasurer's Report

Mr. Prater noted the Treasurer's Reports as presented are accurate. He further noted the balance on all three reports is \$613,735.46. Ms. Rundlett made a motion, seconded by Ms. Moss, approved 6 – 0, to accept as presented the Treasurer's Reports for May & July 2018.

Discussion Items

Lengthy discussion followed regarding the topics indicated below, with various opinions expressed, to include but not limited to:

Continued Discussion regarding Alternate Funding Sources

- Request to the Oconee County Council
- Signed letters of support
- Several members turned in signed support letters
- Send letters to Clerk to Council via email, mail, or can drop off at Pine Street
- Husband and wife can sign support letter individually
- Owner of business can sign letter for himself and also on behalf of their business
- People that do not live here but home vacation homes here can also sign support letter
- Continue to gather signed letters of support from the community and bring in at next meeting

Ms. Moss asked the Clerk to put together a list of people that have already signed letters of support and send out to members so they do not ask the same individuals twice.

Ms. Rundlett noted she had a request at the last meeting and wanted to bring this forward again. She noted several people have asked about recycling. Mr. Airey noted it depends on a few different factors but this is something we could explore in more detail and further noted the Oconee County Solid Waste could provide information. Mr. Airey noted it depends on whether you are in one of the municipal areas. The County has the actual recycling centers. Additionally, he noted if we request that the County fund the OCCB in part based on recycling revenues that would not be suggesting that we would be receiving bins and collecting recycling. Discussion continued.

Discussion and/or action regarding Naturaland Trust

- 53 acre property
- Application submitted by Naturaland Trust
- Score the property
- Oconee County Conservation Bank Criteria Worksheet
- Tree farming
- Review criteria worksheet at a later date to add suggestions from members

Discussion regarding the Criteria Worksheet and scoring of the Naturaland Trust property continued to include but not limited to:

Conservation Criteria	Maximum Points	Received
Environmental Sensitivity	35	15
Percentage of Property Sharing a Boundary with Protected Land	10	4
Historical / Cultural Features	5	5
Prime / Statewide Important Soil Types	10	0
Actively Farmed	5	0
Public Visibility of Property	5	3
Scenic View from Property	5	3
Public Access	10	5
Threat of Development	5	5
Size of Protected Property	10	5
Total Points Received		47

Financial	Scoring of Financial Criteria					
	None	Poor	Fair	Good	Excellent	Score
	0	2	3	4	5	
Funding Percentage Requested				✓		4
Matching or Other Monetary Contributions from Other Agencies or Groups	✓					0
Low Cost for Value Received		✓				2
Other Financial Benefit	✓					0
Other Incentives			✓			3

Total Points Received						9
Total OCCB Scoring Index (OSI)						56

Discussion continued to include:

- Fantastic property but it is already protected
- Not asking for an enormous amount of funds

Ms. Moss made a motion, seconded by Ms. Rundlett, approved 6 – 0, to approve the scoring sheet with a total of 56 points.

Per Mr. Airey, Mr. Chris Starker, Land Protection Manager with Upstate Forever, addressed the Committee highlighting the following:

- Agricultural entity should be changed and add a timber management plan
- Prime soils
- Public accessibility
- Forest land is public access and Oconee County has a lot of forest land
- Difficult to receive matching funds if you do not already have funds
- Funds requested for this project covers an endowment and pays for a land trust
- If there is a land trust, this land would be protected in perpetuity
- Land trust has to monitor this project and will cost money
- Funds requested will go into endowment, which generates funds to pay for staff time, travel time, etc.
- Insurance and legal funds
- Line item specifically for this project; in order for Upstate Forever to accept the conservation easement, they have to accept the endowment but the endowment itself is a general fund
- Naturaland Trust is seeking to enter a conservation easement with Upstate Forever
- Upstate Forever is nationally accredited by the Land Trust Association
- South Carolina parks

Mr. Airey noted there is at least one more application from the beginning part of this year and it may be best to score that application before funds are awarded for this cycle because it is a bit of comparative analysis. Discussion continued.

Mr. Airey also noted the next topic on the agenda is the Moore property and there is an active application but has not been scored yet. Mr. Airey further noted this is the only other application received during the application cycle, which is between January 1st and July 31st. He did note there was a statement of interest but did not have another full application. Ms. Moss asked if there was a full application on the Moore property.

Mr. Jason Davis, Oconee County Soil & Water Conservation District & NRCS, addressed the Committee highlighting the following:

- Currently working with the Moore family to get the application ready
- Agricultural Conservation Easement Program [ACEP] process thru Natural Resources Conservation Service [NRCS]

- Deadline for ACEP applications is November
- Will not know if application for the Moore property is approved for an easement until an application is made and then go through the State Conservation Bank Board
- Project will be on hold until after it goes through the State Conservation Bank Board and will potentially submit full application to the OCCB
- Would not be for the whole matching fund for the cost share of the property

Mr. Airey also noted the OCCB received a statement of interest packet from the estate of William Lyles and Upstate Forever is the eligible partner on this project. The statement of interest was presented in June of 2018 and was within the first six month of the year timeframe. Mr. Airey asked Mr. Starker to speak regarding the Lyles' property.

Mr. Chris Starker addressed the Committee highlighting the following:

- Statement of Interest form
- ACEP project thru NRCS
- Upstate Forever has been approved to work through this program
- 50% funded by ACEP, Upstate Forever is seeking 25% from OCCB, and another 25% is being donated
- If full application was submitted and approved, funds would not be available until after November and not sure if funds would be awards by ACEP

Mr. Airey noted applications can be submitted, but to note it would be contingent on getting the ACEP grants because it would change the logic on our side. Discussion continued.

Mr. Davis asked if he could speak regarding the ACEP program. Discussion continued to include:

- Deadline for submitting applications to ACEP is the middle of November
- Once application has been submitted to ACEP, they will be sent to the State Conservation Bank Board where the applications will be ranked
- Statewide
- State Conservation Bank Board completes the ranking process and decides which projects they are going to fund
- Typically will be around May before the project gets the award

Discussion continued.

Mr. Cain made a motion, seconded by Ms. Moss, approved 6 – 0, for a full application to be submitted on behalf of the estate of William C. Lyles.

Discussion continued to include:

- Wait until later in the cycle to award funds until full of list of projects that OCCB is wanting to grant funds to is presented
- Cycle ends at the end of the year
- Both Statement of Interest forms [Lyles & Moore] were received before the end of the six month cycle
- Naturaland Trust is not likely to give up property adjacent to Oconee Station, we could have a little time

Mr. Airey asked Mr. Starker if there were any significant time sensitivity to the project and would this impact the project in any meaningful way.

Mr. Starker addressed the Committee noting the following:

- Phil Gaines, State Parks Director, will be retiring soon
- Once he does and a new director is put in place, acquisition of lands could face postponement
- Take longer to get transfer of land stats
- Partially awarded vs. fully awarded

Mr. Airey noted in regards to awarding these funds today or waiting, it doesn't appear there will be any further applications submitted during the application cycle. He noted he doesn't see a compelling reason to make the applicants wait, although in the future the OCCB may need to develop a process to complete the awarding all on one day. There is one before them today and two potentials. Mr. Airey opened the floor for discussion regarding awarding the funds today or waiting.

Mr. Airey noted from the legal point of view, even though Naturaland Trust owns this property and is a "conservation friendly owner", they do not have a conservation easement on this property. Discussion continued.

Ms. Moss made a motion, seconded by Mr. Airey, approved 6 – 0, to make a determination of the funds awarded to Naturaland Trust.

Mr. Prater noted since the ACEP program deadline was in November, there is not much that happens after Thanksgiving and further noted he doesn't anticipate another competing project in this cycle. Additionally, he noted if we are not funding the full amount, we are not giving the project what it needs and prefers to award the full amount requested.

Discussion continued to include:

- Award based upon what the percentage of what the total score is would be low
- Potentially public piece of land
- Score is to help rank the project, not what the awarded amount
- Comparative analysis
- Fair amount of support for the making the grant at the amount requested which is \$9,567.33

Ms. Moss made a motion, seconded by Ms. Rundlett, approved 6 – 0, to approve the award in the amount requested of \$9,567.33 to Naturaland Trust.

Mr. Airey noted all the grants we make are conditional on the project being completed. When an award is being granted, OCCB will have to work with all landowners. Once the transaction closes and they enter into the conservation, for example with Upstate Forever, the check would be cut at that time. When it has been awarded, however, there is a contingency. Discussion continued.

Ms. Rundlett asked if the scoring sheet was our own device and could it be changed. Mr. Airey noted it was. Mr. Airey also noted the OCCB did develop the scoring sheet and it is based on the State Conservation Bank Board's criteria and has been adjusted for Oconee County's purposes. Discussion continued.

Mr. Airey noted that Mr. Starker can communicate to Naturaland Trust the decision made today, however, the Oconee County Council has to approve the recommendation.

Mr. Ernie Lombard left the meeting at 10:33 a.m.

Discussion and/or action regarding Moore property

This topic was discussed earlier during the meeting.

Discussion regarding types of accounts available to generate interest

Mr. Prater noted he has not been able to work on this since the last meeting but noted he would work on this and have some information for the next meeting.

New Business: Statement of Interest from William Lyles Estate

- RE: TMS: 290-00-04-010

This topic was discussed earlier in the meeting regarding the statement of interest from the William Lyles estate and it was recommended and approved they submit a full application to the OCCB.

Old Business:

None at this meeting.

New Business

Mr. Airey noted when the grant was accepted from Duke Energy in November of 2016, part of the stipulation was to submit a report in two years indicating what OCCB has completed and needs to be submitted by October. Mr. Airey noted he will start working on this report and asked if someone would be willing to help. Ms. Moss noted she would work with the Clerk to gather information. Mr. Airey asked the Clerk to help in this matter.

Ms. Rundlett made a motion, seconded by Mr. Prater, approved 5 – 0, for Mr. Airey and Ms. Moss to complete the report to submit to Duke Energy by October 2018.

Next Meeting:

The next meeting will be held at 9:00 a.m., Tuesday, October 9, 2018 at the Oconee County Council Chambers, 415 South Pine Street, Walhalla, SC 29691.

Adjourn:

Ms. Moss made a motion, approved unanimously, to adjourn the meeting at 10:38 a.m.

Respectfully Submitted:

Katie D. Smith
Clerk to Council & Staff Liaison

PHASE	BASIC LIFE AREAS					
	Livelihood	Residence	Family	Health and Sobriety	Criminal Justice Compliance	Social/Civic Connections
Survival	<ul style="list-style-type: none"> • Gate money • Public assistance • Soup kitchens, pantries • Personal care kits 	<ul style="list-style-type: none"> • Shelter • Family or friend • Street 	<ul style="list-style-type: none"> • Find children • Make contact 	<ul style="list-style-type: none"> • Continuity of medication • Relapse prevention 	<ul style="list-style-type: none"> • Report to supervising authority (court, probation, parole, etc.) • Comply with requirements 	<ul style="list-style-type: none"> • Receive peer support
Stabilization	<ul style="list-style-type: none"> • Public assistance/work-fare • Employment or education training • Clothes for interviews 	<ul style="list-style-type: none"> • Transitional residence • Family or friend 	<ul style="list-style-type: none"> • Supervised visitation • Get refamiliarized • Trial discharge 	<ul style="list-style-type: none"> • Drug treatment and treatment of urgent health and mental issues • Counseling 	<ul style="list-style-type: none"> • Earn reduced supervision 	<ul style="list-style-type: none"> • Join support group or nurturing community • Volunteer work
Self Sufficiency	<ul style="list-style-type: none"> • Job that pays a living wage and provides benefits 	<ul style="list-style-type: none"> • One's own apartment with public subsidy, if necessary 	<ul style="list-style-type: none"> • Reunify • Participate in family counseling • Contribute to others 	<ul style="list-style-type: none"> • Regular health visits paid by health insurance • Ongoing support, 12 step therapy, community activities 	<ul style="list-style-type: none"> • Satisfy conditions of supervision 	<ul style="list-style-type: none"> • Help others • Contribute to community life
GOAL	<ul style="list-style-type: none"> • Adequate money for food, clothing, transportation, and personal and family expenses 	<ul style="list-style-type: none"> • Safe, clean, affordable home that accommodates household comfortably 	<ul style="list-style-type: none"> • Reunification with children • Reconciliation with family members 	<ul style="list-style-type: none"> • Physically and mentally healthy, or receiving affordable quality care, including prescriptions 	<ul style="list-style-type: none"> • Abide by laws • Live without community supervision 	<ul style="list-style-type: none"> • Healthy friendships and network of supportive adults • Opportunities to give back, civic participation (voting, etc.)

Source: John Jay Prison Reentry Institute, Matrix originally developed by Ann L. Jacobs when Executive Director of Women's Prison Association, New York

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-13**

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SIGN CONTROL; AND OTHER MATTERS RELATED THERETO.

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

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

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

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 32 of the Code of Ordinances, specifically Article VIII, the “Sign Control Ordinances of Oconee County, South Carolina,” with specific reference being made to changes intended to improve clarity and usability; and,

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

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

1. Article VIII of Chapter 32 of the Code of Ordinances, entitled the *Sign Control Ordinance of Oconee County, South Carolina*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference.

Attached hereto as Attachment B is a version of Article VIII of Chapter 32 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

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

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

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

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

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

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

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 5, 2018
Second Reading: June 19, 2018
Third Reading: July 17, 2018 [referred to Planning Commission]
September 11, 2018
Public Hearing: July 17, 2018
August 21, 2018
September 11, 2018

Attachment A

3. ARTICLE VIII. - SIGN CONTROL ^(a)

Footnotes:

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Editor's note— Ord. No. 2017-09, § 1(Att. A), adopted July 18, 2017, amended Art. VIII in its entirety to read as herein set out. Former Art. VIII, §§ 32-515—32-524, pertained to similar subject matter, and derived from Ord. No. 2007-09, §§ 1, 2(1), 2(2), 3—9, adopted Aug. 21, 2007.

Sec. 32-515. - Title.

This article shall be known as the "Sign Control Ordinance of Oconee County, South Carolina." (Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-516. - Purpose.

It is the purpose of this article to establish regulations for the safe and orderly placement, for all signage to which this article applies in the unincorporated areas of the county; also, this article shall establish penalties such as are necessary to discourage the violations of these standards, and to establish appropriate fees to offset costs associated with implementation.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-517. - Authority.

This article is adopted pursuant to the provisions of S.C. Code 1976 § 4-9-30. Personnel employed by the county administrator as Zoning Administrator or their designee, code enforcement officers and personnel employed by the sheriff of the county shall be vested with the authority to enforce and administer signage control within the county.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-518. - Jurisdiction.

The regulations set forth in this article shall be applicable within the unincorporated areas of the county. All billboards and signs to which this article applies which are constructed in the unincorporated areas of the county after the date of adoption of these standards shall be permitted under these regulations. Billboards and signs existing at the time of the adoption of these standards shall be considered exempt, with the exception of any structure considered abandoned, disassembled, or otherwise removed from a site.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-519. - Terms and definitions.

Except where specifically defined herein, all words used in this article shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word "shall" is mandatory.

Abandoned billboard or sign means a billboard or sign which is not being maintained as required by S.C. Code § 57-25-110, et seq., and the regulations promulgated pursuant thereto, or which is overgrown by trees or other vegetation, not on the road right of way, or which has an obsolete advertising message or no advertising message for a period of six months. Any public service signage shall not be considered abandoned under this definition.

Billboard means any advertising structure that directs persons to a different location from where the billboard is located or which is otherwise "off-premises" but makes no reference to a location. The sign area of a billboard ranges anywhere from 50 square feet to 672 square feet.

Building-mounted sign means any sign attached, or artistically rendered upon (such as painting), to a building or canopy/awning attached to a building or structure, placed horizontally, vertically, parallel or perpendicular too. When the building is located, and addressed, from a four-lane road the maximum sign area for a building mounted sign is 672 square feet. When the building is located and addressed from a two-lane road the maximum sign area for a building mounted sign is 75 square feet.

Existing billboard means for the purposes of these regulations any billboard either erected within the boundaries of the county prior to the adoption of this article or duly permitted by an agency of the county subsequent to the adoption of this article.

Four-lane road means any public road or highway consisting of four or more travel lanes.

Sign means any sign structure or combination of sign structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, advertising structure, advertisement, logo, symbol or other form which is designated, intended or used to advertise or inform in relation to the premises on which it is located, any part of the message or informative contents of which is visible from the main traveled way. The term does not include official traffic control signs, official markers, nor specific information panels erected, caused to be erected, or approved by the state department of transportation.

Sign area means the entire face of a sign or billboard, including the advertising surface and any framing, trim, or molding, but not including the supporting structure.

Sign permit means any permit, other than a building permit, obtained by an applicant from the county for the purpose of the construction or maintenance of a sign or billboard or a permit obtained for any temporary or political sign as defined by this article.

Stacked signs or billboards means any structure so configured to present two or more sign areas at different elevations and/or presenting two or more sign areas facing in the same direction.

Two-lane road means any public road or highway consisting of two travel lanes allowing traffic to flow in opposite directions. Such roads may or may not also have at various locations turning lanes, medians, islands, or other traffic control features designed to enhance the safe and efficient utilization of the thoroughfare.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-520. - Requirements for billboards and other commercial signs. Unless exempted hereby, all signs and billboards erected in the unincorporated areas of the county shall be permitted under the provisions of this article.

Sec. 32-521 Setback and Height

- (a) Billboards and signs shall follow all setback requirements of the underlying zoning district.
- (b) Billboards and signs height shall be limited by the underlying zoning district's height requirements.

Sec. 32-522 Billboards

- (a) No billboard shall be erected within 1,300 feet of an existing billboard located on the same road. This distance shall be measured as the shortest route of ordinary pedestrian or vehicular travel along the public through fare from the location of an existing billboard to the proposed site.
- (b) Maximum sign area for any billboard is 672 square feet.
- (c) No billboards with a sign area greater than 75 square feet shall be permitted on two-lane roads.
- (d) No billboard shall be located along any federal, state, or county designated scenic highways or roadways.
- (e) No stacked billboards shall be permitted within the unincorporated areas of the county.

Sec. 32-523 Signs

- (a) Signs less than or equal to 75 square feet are permitted on two-lane roads. Signs less than or equal to 50 square feet do not require a land-use permit.
- (b) The maximum sign area on four-lane, or larger, roads shall contain no more than 75 feet of sign area per sign face. This excludes building-mounted signs, as defined by this chapter, which may contain up to 672 square feet of sign area.

Sec. 32-524 Abandoned Billboards and Signs

An abandoned billboard or sign, as defined by this article, shall be removed by the owner thereof or the owner of the property upon which the billboard or sign is located within 45 days of notification by the county building official that the billboard or sign is deemed abandoned. The billboard or sign owner and/or the property owner may appeal the county's designation of the billboard or sign as abandoned under this article to the magistrate's court of the county during the 45-day period to remove the billboard or sign. If the property owner files a timely appeal, the time period for removing the billboard or sign shall be tolled until the magistrate's court renders a decision. In the event that an abandoned billboard or sign is removed, the billboard or sign owner and/or the property owner shall have the right to replace it with a new billboard or sign of the same size and height and for the same location for a period of six months from the date of removal.

Sec. 32-525. - Exemptions.

- (a) Replacing any billboard or sign face with no change in sign area, structure, or use of electricity does not require a permit.
- (b) Any sign or billboard with a sign or billboard area less than 50 square feet shall be exempted from a land-use permit. (Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-526 Billboard and Sign submittal process

(a) Signs and billboards permitted under these regulations shall impose no obvious hazards to any drivers, pedestrians, bicyclists, or other users of any public road in the unincorporated areas of the county. As such, the following materials shall be submitted to the community development director or his/her designee at the time of application:

- (1) A completed application form.
 - (2) A detailed site plan prepared and stamped by a surveyor licensed by the state, noting the proposed location of the structure, and verification that the new sign or billboard meets with all location requirements set forth in this article.
 - (3) A set of construction plans, to include all proposed lighting features. All plans submitted shall be stamped by appropriate professionals licensed by the state.
 - (4) Appropriate fees.
- (Ord. No. 2017-09, § 1(Att. A), 7-18-2017) Sec. 32-527. - Fees.

Fees shall be established for the cost of a sign permit by county council from time to time.
(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-528. - Permits.

Upon satisfactory completion of all requirements set forth in this article, the owner/agent shall be issued a land use permit by the community development director or his/her designee for construction of the billboard or sign. The land use permit shall be valid for six months from the date of issue; the owner/agent may be granted a one-time six-month extension, provided a written request is submitted to the planning director no later than seven working days prior to the original expiration date. Request for extension shall include documentation of efforts to obtain other necessary permits and permissions needed to begin construction, specifically noting the reason for the extension request. Extensions shall be granted only to those projects that were delayed through no fault of the owner/agent of the billboard or sign. The land use permit issued by the planning director shall in no way be construed to be a building permit needed to begin construction of a sign. No building permit, or other county-issued permits, certification or approval, shall be issued for a billboard or sign prior to the issuance of the land use permit.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-529. - Penalties.

Any person or entity violating the regulations set forth in this article is guilty of a misdemeanor and may be fined up to \$500.00 or imprisoned for 30 days or both.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Attachment B

3. ARTICLE VIII. - SIGN CONTROL[8]

Footnotes:

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Sec. 32-518. - Jurisdiction.

The regulations set forth in this article shall be applicable within the unincorporated areas of the county. All billboards and signs to which this article applies which are constructed in the unincorporated areas of the county after the date of adoption of these standards shall be permitted under these regulations. Billboards and signs existing at the time of the adoption of these standards shall be considered exempt, with the exception of any structure considered abandoned, disassembled, or otherwise removed from a site. (Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-519. - Terms and definitions.

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Billboard means any advertising structure that directs persons to a different location from where the billboard is located or which is otherwise "off-premises" but makes no reference to a location. The sign area of a billboard ranges anywhere from 50 square feet to 672 square feet.

Building-mounted sign means any sign attached, or artistically rendered upon (such as painting), to a building or canopy/awning attached to a building or structure, placed horizontally, vertically, parallel or perpendicular too. When the building is located, and addressed, from a four-lane road the maximum sign area for a building mounted sign is 672 square feet. When the building is located and addressed from a two-lane road the maximum sign area for a building mounted sign is 75 square feet.

Existing billboard means for the purposes of these regulations any billboard either erected within the boundaries of the county prior to the adoption of this article or duly permitted by an agency of the county subsequent to the adoption of this article.

Four-lane road means any public road or highway consisting of four or more travel lanes.

Sign means any sign structure or combination of sign structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, advertising structure, advertisement, logo, symbol or other form which is designated, intended or used to advertise or inform in relation to the premises on which it is located, any part of the message or informative contents of which is visible from the main traveled way. The term does not include official traffic control signs, official markers, nor specific information panels erected, caused to be erected, or approved by the state department of transportation.

Sign area means the entire face of a sign or billboard, including the advertising surface and any framing, trim, or molding, but not including the supporting structure.

Sign permit means any permit, other than a building permit, obtained by an applicant from the county for the purpose of the construction or maintenance of a sign or billboard or a permit obtained for any temporary or political sign as defined by this article.

Stacked signs or billboards means any structure so configured to present two or more sign areas at different elevations and/or presenting two or more sign areas facing in the same direction.

Two-lane road means any public road or highway consisting of two travel lanes allowing traffic to flow in opposite directions. Such roads may or may not also have at various locations turning lanes, medians, islands, or other traffic control features designed to enhance the safe and efficient utilization of the thoroughfare.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-520. - Requirements for billboards and other commercial signs. Unless exempted hereby, all signs and billboards erected in the unincorporated areas of the county shall be permitted under the provisions of this article.

Sec. 32-521 Setback and Height

- (a) Billboards and signs shall follow all setback requirements of the underlying zoning district.
- (b) Billboards and signs height shall be limited by the underlying zoning district's height requirements.

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- (a) No billboard shall be erected within 1,300 feet of an existing billboard located on the same road. This distance shall be measured as the shortest route of ordinary pedestrian or vehicular

travel along the public through fare from the location of an existing billboard to the proposed site.

(b) Maximum sign area for any billboard is 672 square feet.

(c) No billboards with a sign area greater than 75 square feet shall be permitted on two-lane roads.

(d) No billboard shall be located along any federal, state, or county designated scenic highways or roadways.

(e) No stacked billboards shall be permitted within the unincorporated areas of the county.

Sec. 32-523 Signs

(a) ~~Signs with a sign area greater than or equal to 50 square feet, but less than or equal to 75 square feet, shall be permitted on two-lane roads.~~ Signs less than or equal to 75 square feet are permitted on two-lane roads. Signs less than or equal to 50 square feet do not require a land-use permit.

(b) The maximum sign area on four-lane, or larger, roads shall contain no more than 75 feet of sign area per sign face. This excludes building-mounted signs and billboards, as defined by this chapter, which may contain up to 672 square feet of sign area.

Sec. 32-524 Abandoned Billboards and Signs

An abandoned billboard or sign, as defined by this article, shall be removed by the owner thereof or the owner of the property upon which the billboard or sign is located within 45 days of notification by the county building official that the billboard or sign is deemed abandoned. The billboard or sign owner and/or the property owner may appeal the county's designation of the billboard or sign as abandoned under this article to the magistrate's court of the county during the 45-day period to remove the billboard or sign. If the property owner files a timely appeal, the time period for removing the billboard or sign shall be tolled until the magistrate's court renders a decision. In the event that an abandoned billboard or sign is removed, the billboard or sign owner and/or the property owner shall have the right to replace it with a new billboard or sign of the same size and height and for the same location for a period of six months from the date of removal.

Sec. 32-525. - Exemptions.

(a) Replacing any billboard or sign face with no change in sign area, structure, or use of electricity does not require a permit.

(b) Any sign or billboard with a sign or billboard area less than 50 square feet shall be exempted from a land-use permit. (Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-526 Billboard and Sign submittal process

(a) Signs and billboards permitted under these regulations shall impose no obvious hazards to any drivers, pedestrians, bicyclists, or other users of any public road in the unincorporated areas of the county. As such, the following materials shall be submitted to the community development director or his/her designee at the time of application:

(1) A completed application form;

(2) A detailed site plan prepared and stamped by a surveyor licensed by the state, noting the proposed location of the structure, and verification that the new sign or billboard meets with all location requirements set forth in this article;

(3) A set of construction plans, to include all proposed lighting features. All plans submitted shall be stamped by appropriate professionals licensed by the state;

(4) Appropriate fees.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017) Sec. 32-527. - Fees.

Fees shall be established for the cost of a sign permit by county council from time to time.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-528. - Permits.

Upon satisfactory completion of all requirements set forth in this article, the owner/agent shall be issued a land use permit by the community development director or his/her designee for construction of the billboard or sign. The land use permit shall be valid for six months from the date of issue; the owner/agent may be granted a one-time six-month extension, provided a written request is submitted to the planning director no later than seven working days prior to the original expiration date. Request for extension shall include documentation of efforts to obtain other necessary permits and permissions needed to begin construction, specifically noting the reason for the extension request. Extensions shall be granted only to those projects that were delayed through no fault of the owner/agent of the billboard or sign. The land use permit issued by the planning director shall in no way be construed to be a building permit needed to begin construction of a sign. No building permit, or other county-issued permits, certification or approval, shall be issued for a billboard or sign prior to the issuance of the land use permit.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-529. - Penalties.

Any person or entity violating the regulations set forth in this article is guilty of a misdemeanor and may be fined up to \$500.00 or imprisoned for 30 days or both.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



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

RE : CHAPTER 32 , ARTICLE 8 - SIGN CODE RECCOMENDATIONS

August 20th, 2018

Council Members,

The County Council requested that the Planning Commission reconsider the sizes of billboards and signage within the proposed ordinance. The recommendations of the Planning Commission are as follows:

1. Sec 32-522(c) & 32-519 current language:

No billboards with a sign area greater than 75 square feet shall be permitted on two-lane roads.

Recommendation:

The Planning Commission does not feel it can effectively recommend a size of billboard to Council and that Council should take the lead to create a number that will be in the best interest of the County.

2. Sec 32-522(d) current language:

No billboard shall be located along any federal, state, or county designated scenic highways or roadways.

Recommendation:

The Planning Commission requests Council look at this language to be struck from the existing ordinance. It should be noted that the state will not permit billboards along the Andrew Pickens Scenic parkway, which consists of Highway 11, in its entirety within Oconee County. As per Sec- 57 -25-430 of the State code of laws -*"No outdoor advertising signage shall be erected or maintained within three hundred feet of the nearest edge of right-of-way and not visible from the main-traveled highway"*. The State language does make exception for on-site signage. The two existing billboards on Highway 11 were in place before the State statute took effect.

3. Sec 32-523(a) current language:

Signs less than or equal to 75 square feet are permitted on two-lane roads. Signs less than or equal to 50 square feet do not require a land-use permit.

Recommendation:

The Planning Commission recommends inserting this language into the proposed language: *The overall size of a wall-mounted sign shall not exceed 20% of the wall area, to a maximum area of three hundred fifty (350") square feet, on two-lane roads.* This would harmonize the County code with the covenants and restrictions of the County owned industrial parks.

The Planning Commission appreciates your time on this matter and awaits your response.

Regards, on behalf of the Planning Commission.

Frankie Pearson, Chairman

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2018-23**

**AN ORDINANCE ESTABLISHING THE FUND BALANCE
POLICY FOR OCONEE COUNTY; AND OTHER
MATTERS RELATED THERETO.**

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

WHEREAS, the County is subject to unforeseen events, such as natural and man-made disasters and/or unfunded State and Federal mandates, which may result in temporary or permanent increases in operating and capital costs; and,

WHEREAS, the County is subject to unexpected fluctuations in revenues due to changes in economic conditions, decreases in State and Federal government funding, plant closures, and changes in State and Federal law; and,

WHEREAS, the County’s primary source of revenue is real estate property taxes, the majority of which are collected in December and January, approximately halfway through the fiscal year, and which are subject to State imposed limitations and legislative changes. Nevertheless, the County must pay bills and make payroll all year long, including from the start of the County fiscal year (July 1) until the first real estate taxes are collected, in mid-October or later each year; and,

WHEREAS, it is the responsibility of the County to respond to all emergencies, on a real-time basis, and to ensure that all essential functions related to public health and safety continue uninterrupted, without regard to when taxes come in to pay for such responses; and,

WHEREAS, it is always the desire and intent of the County to meet any unanticipated expenditures or funding shortfalls with a minimum of disruption in services to the citizens; and,

WHEREAS, the County has been advised by its financial advisors, its bond counsel, and bond rating agencies that it needs to maintain such a fund balance, to “tide it over” in the event of all of the foregoing needs, some of which are annual certainties; and,

WHEREAS, it is the desire and need of the County to maintain a fiscal reserve to enhance its bond rating and to provide for the operating and reoccurring capital cash flows of the County, as stated above; and,

WHEREAS, it is also the desire and intent and expectation of the County to avoid any unreasonable excess accumulation of funds, while addressing the foregoing needs for prudent fiscal planning.

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

1. **Definitions:** As used in this Ordinance:
 - a. “Unassigned Fund Balance” means the audited unassigned general fund balance as of the most recently audited fiscal year;
 - b. “Regular General Fund Expenditures” means the amount of the current year general fund budgeted expenditures.
2. **Minimum Unassigned Fund Balance:** The County Administrator and County Council shall develop and implement a plan that will bring the current Unassigned Fund Balance up to an amount equaling, at a minimum, twenty-five percent (25%) of Regular General Fund Expenditures within seven (7) years of the enactment of this Ordinance.
3. **Maintenance of Unassigned Fund Balance:** Once the County’s Unassigned Fund Balance reaches twenty-five percent (25%) of Regular General Fund Expenditures, the Unassigned Fund Balance shall thereafter be maintained at a level between twenty-five percent (25%) and thirty percent (30%) of Regular General Fund Expenditures.
4. **Excess Unassigned Fund Balance:** Unassigned Fund Balance in excess of thirty percent (30%) of Regular General Fund Expenditures will be allocated during the preparation of the next fiscal year budget process so as to bring the Unassigned Fund Balance back between twenty-five percent (25%) and thirty percent (30%) of Regular General Fund Expenditures, as nearly as possible.
5. **Failure to Maintain Required Unassigned Fund Balance:** If, after reaching twenty-five percent (25%) of Regular General Fund Expenditures, subsequent to enactment of this Ordinance, the Unassigned Fund Balance falls below twenty-five percent (25%) of Regular General Fund Expenditures, the County Administrator shall develop and recommend to County Council a plan to increase the Unassigned Fund Balance to a minimum of twenty-five (25%) of Regular General Fund Expenditures within a time period not to exceed five (5) years.
6. **Assigned Fund Balances:** Any funds balance sums designated for a specific purpose shall be established in the budget as assigned fund balance(s). Such general fund balance sums may be assigned by approval of a resolution by County Council. Any expenditure from such assigned general fund balance shall be budgeted by County Council through a budget ordinance or amendment or through a separate ordinance. Such assigned reserves shall not be included in the calculation of the County’s Unassigned Fund Balance.

7. **Capital Project Funds:** Oconee County maintains various capital projects funds. The purpose of capital projects funds are to accumulate and expend funds for large capital projects. In order to fulfill that purpose, some capital project funds may accumulate revenues over several years to pay for large capital projects. Capital projects fund balances will be evaluated and managed through the annual budget process. Such designated reserves shall not be included in the calculation of the County's Unassigned Fund Balance.
8. **Special Revenue Funds:** Oconee County maintains various special revenue funds. The purpose of special revenue funds are to account for specific revenue sources that are legally restricted to expenditure for specified purposes. These restrictions are imposed either by an external party or through law or enabling legislation. Certain special revenues may be accumulated over several years for large or infrequent expenditures, and other special revenues may have time restrictions on when they should be expended. Special revenue fund balances will be evaluated and managed through the annual budget process in compliance with the legal restrictions on such funds. Such special revenue fund reserves shall not be included in the calculation of the County's Unassigned Fund Balance.
9. **Order of Use of Fund Balances:** When fund balance resources in more than one classification are available for a specific purpose, it is the policy of Oconee County to use the most restrictive funds first, in the following order: restricted, committed, assigned, and unassigned, as they are needed.
10. **Supermajority Vote Required If Mandated Unassigned Fund Balance Is Not Reached:** If the Unassigned Fund Balance does not reach twenty-five percent (25%) of Regular General Fund Expenditures within seven (7) years following the enactment of this Ordinance, any subsequent budgets shall require a supermajority vote (two-thirds of the members present and voting) of County Council to pass until the Unassigned Fund Balance reaches twenty-five percent (25%) of Regular General Fund Expenditures.
11. **Supermajority Vote Required When Unassigned Fund Balance Sums Are Spent, Bringing Unassigned Fund Balance Below Required Amount:** If, after reaching twenty-five percent (25%) of Regular General Fund Expenditures subsequent to enactment of this Ordinance, County Council authorizes an expenditure from the Unassigned Fund Balance that would cause the Unassigned Fund Balance to decrease to an amount below twenty-five percent (25%) of Regular General Fund Expenditures, such authorization must be given by a supermajority vote (two-thirds of the members present and voting) of County Council.
12. **Severability:** 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.

13. **Repealer:** All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
14. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

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

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 19, 2018
Second Reading: July 17, 2018
Third Reading: August 21, 2018 [postponed]
September 11, 2018
Public Hearing: August 21, 2018
September 11, 2018

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2018-23**

**AN ORDINANCE ESTABLISHING THE FUND BALANCE
POLICY FOR OCONEE COUNTY; AND OTHER
MATTERS RELATED THERETO.**

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

WHEREAS, the County is subject to unforeseen events, such as natural and man-made disasters and/or unfunded State and Federal mandates, which may result in temporary or permanent increases in operating and capital costs; and,

WHEREAS, the County is subject to unexpected fluctuations in revenues due to changes in economic conditions, decreases in State and Federal government funding, plant closures, and changes in State and Federal law; and,

WHEREAS, the County’s primary source of revenue is real estate property taxes, the majority of which are collected in December and January, approximately halfway through the fiscal year, and which are subject to State imposed limitations and legislative changes. Nevertheless, the County must pay bills and make payroll all year long, including from the start of the County fiscal year (July 1) until the first real estate taxes are collected, in mid-October or later each year; and,

WHEREAS, it is the responsibility of the County to respond to all emergencies, on a real-time basis, and to ensure that all essential functions related to public health and safety continue uninterrupted, without regard to when taxes come in to pay for such responses; and,

WHEREAS, it is always the desire and intent of the County to meet any unanticipated expenditures or funding shortfalls with a minimum of disruption in services to the citizens; and,

WHEREAS, the County has been advised by its financial advisors, its bond counsel, and bond rating agencies that it needs to maintain such a fund balance, to “tide it over” in the event of all of the foregoing needs, some of which are annual certainties; and,

WHEREAS, it is the desire and need of the County to maintain a fiscal reserve to enhance its bond rating and to provide for the operating and reoccurring capital cash flows of the County, as stated above; and,

WHEREAS, it is also the desire and intent and expectation of the County to avoid any unreasonable excess accumulation of funds, while addressing the foregoing needs for prudent fiscal planning.

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

1. **Definitions:** As used in this Ordinance:
 - a. “Unassigned Fund Balance” means the audited unassigned general fund balance as of the most recently audited fiscal year;
 - b. “Regular General Fund Expenditures” means the amount of the current year general fund budgeted expenditures.
2. **Minimum Unassigned Fund Balance:** The County Administrator and County Council shall develop and implement a plan that will bring the current Unassigned Fund Balance up to an amount equaling, at a minimum, twenty-five percent (25%) of Regular General Fund Expenditures within seven (7) years of the enactment of this Ordinance.
3. **Maintenance of Unassigned Fund Balance:** Once the County’s Unassigned Fund Balance reaches twenty-five percent (25%) of Regular General Fund Expenditures, the Unassigned Fund Balance shall thereafter be maintained at a level between twenty-five percent (25%) and thirty percent (30%) of Regular General Fund Expenditures.
4. **Excess Unassigned Fund Balance:** Unassigned Fund Balance in excess of thirty percent (30%) of Regular General Fund Expenditures will be allocated during the preparation of the next fiscal year budget process so as to bring the Unassigned Fund Balance back between twenty-five percent (25%) and thirty percent (30%) of Regular General Fund Expenditures, as nearly as possible.
5. **Failure to Maintain Required Unassigned Fund Balance:** If, after reaching twenty-five percent (25%) of Regular General Fund Expenditures, subsequent to enactment of this Ordinance, the Unassigned Fund Balance falls below twenty-five percent (25%) of Regular General Fund Expenditures, the County Administrator shall develop and recommend to County Council a plan to increase the Unassigned Fund Balance to a minimum of twenty-five (25%) of Regular General Fund Expenditures within a time period not to exceed five (5) years.
6. **Assigned Fund Balances:** Any fund balance sums designated for a specific purpose shall be established in the budget as assigned fund balance(s). Such general fund balance sums may be assigned by approval of a resolution by County Council. Any expenditure from

such assigned general fund balance shall be budgeted by County Council through a budget ordinance or amendment or through a separate ordinance. Such assigned reserves shall not be included in the calculation of the County's Unassigned Fund Balance.

7. **Capital Project Funds:** Oconee County maintains various capital projects funds. The purpose of capital projects funds are to accumulate and expend funds for large capital projects. In order to fulfill that purpose, some capital project funds may accumulate revenues over several years to pay for large capital projects. Capital projects fund balances will be evaluated and managed through the annual budget process. Such designated reserves shall not be included in the calculation of the County's Unassigned Fund Balance.
8. **Special Revenue Funds:** Oconee County maintains various special revenue funds. The purpose of special revenue funds are to account for specific revenue sources that are legally restricted to expenditure for specified purposes. These restrictions are imposed either by an external party or through law or enabling legislation. Certain special revenues may be accumulated over several years for large or infrequent expenditures, and other special revenues may have time restrictions on when they should be expended. Special revenue fund balances will be evaluated and managed through the annual budget process in compliance with the legal restrictions on such funds. Such special revenue fund reserves shall not be included in the calculation of the County's Unassigned Fund Balance.
9. **Order of Use of Fund Balances:** When fund balance resources in more than one classification are available for a specific purpose, it is the policy of Oconee County to use the most restrictive funds first, in the following order: restricted, committed, assigned, and unassigned, as they are needed.
10. **Supermajority Vote Required If Mandated Unassigned Fund Balance Is Not Reached:** If the Unassigned Fund Balance does not reach twenty-five percent (25%) of Regular General Fund Expenditures within seven (7) years following the enactment of this Ordinance, any subsequent budgets shall require a supermajority vote (two-thirds of the members present and voting) of County Council to pass until the Unassigned Fund Balance reaches twenty-five percent (25%) of Regular General Fund Expenditures.
11. **Supermajority Vote Required When Unassigned Fund Balance Sums Are Spent, Bringing Unassigned Fund Balance Below Required Amount:** If, after reaching twenty-five percent (25%) of Regular General Fund Expenditures subsequent to enactment of this Ordinance, County Council authorizes an expenditure from the Unassigned Fund Balance that would cause the Unassigned Fund Balance to decrease to an amount below twenty-five percent (25%) of Regular General Fund Expenditures, such authorization must be given by a supermajority vote (two-thirds of the members present and voting) of County Council.

12. Supermajority Vote Required If Mandated Unassigned Fund Balance Is Not Maintained: If, after reaching twenty-five percent (25%) of Regular General Fund Expenditures, subsequent to enactment of this Ordinance, the Unassigned Fund Balance falls below twenty-five percent (25%) of Regular General Fund Expenditures, any subsequent budgets shall require a supermajority vote (two-thirds of the members present and voting) of County Council to pass until the Unassigned Fund Balance reaches twenty-five percent (25%) of Regular General Fund Expenditures.

13. Use of Unassigned Fund Balance: The use of funds from the Unassigned Fund Balance shall be limited to such expenditures as are related to the following:

- a. Unforeseen events, such as natural and man-made disasters and/or unfunded State and Federal mandates, which may result in temporary or permanent increases in operating and capital costs;
- b. Unexpected fluctuations in revenues due to changes in economic conditions, decreases in State and Federal government funding, plant closures, and changes in State and Federal law;
- c. The timing of collection of real estate property taxes and related state imposed limitations and legislative changes;
- d. Properly responding to emergencies, to ensure that all essential functions related to public health and safety continue uninterrupted;
- e. As are necessary to meet any unanticipated expenditures or funding shortfalls with a minimum of disruption in services to the citizens; and,
- f. Other such expenditures as are authorized by County Council by ordinance and by a supermajority vote (two-thirds of the members present and voting) of County Council on each reading.

14. Severability: 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.

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

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

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

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 19, 2018
Second Reading: July 17, 2018
Third Reading: August 21, 2018 [postponed]
September 11, 2018
Public Hearing: August 21, 2018
September 11, 2018

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-25

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LEASE AGREEMENT (EXTENDING THE TERM) BETWEEN OCONEE COUNTY AS LESSOR AND CHRIST CENTRAL MINISTRIES, INC. / CHRIST CENTRAL MINISTRIES OCONEE AS LESSEE FOR A PORTION OF THE FORMER OCONEE COUNTY DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA, FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County currently desires to execute and enter into an Amended and Restated Lease Agreement (the "Lease") with Christ Central Ministries, Inc. and Christ Central Ministries Oconee (collectively "Lessee") for a portion of the former Oconee County Detention Center located at 300 South Church Street, Walhalla, South Carolina (the "Premises"), whereby the Lease term will be extended; and,

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached hereto as Exhibit "A," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto; and,

WHEREAS, Lessee endeavors to assess community needs and identify resources to address those needs in areas including, but not limited to, drug and alcohol recovery, poverty, homelessness, re-integration, and emergency assistance and accommodations; and,

WHEREAS, the County and the Oconee County Sheriff's Office have sought assistance in addressing the foregoing problems; and,

WHEREAS, the Premises are suitable for and will be used as a community resource and solution center for the provision of transitional housing, emergency shelter,

substance abuse recovery programs, resource and solution education, life skill/certification courses, among other similar and/or closely related activities, all for the general good of the public.

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

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "A," attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

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

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

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

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

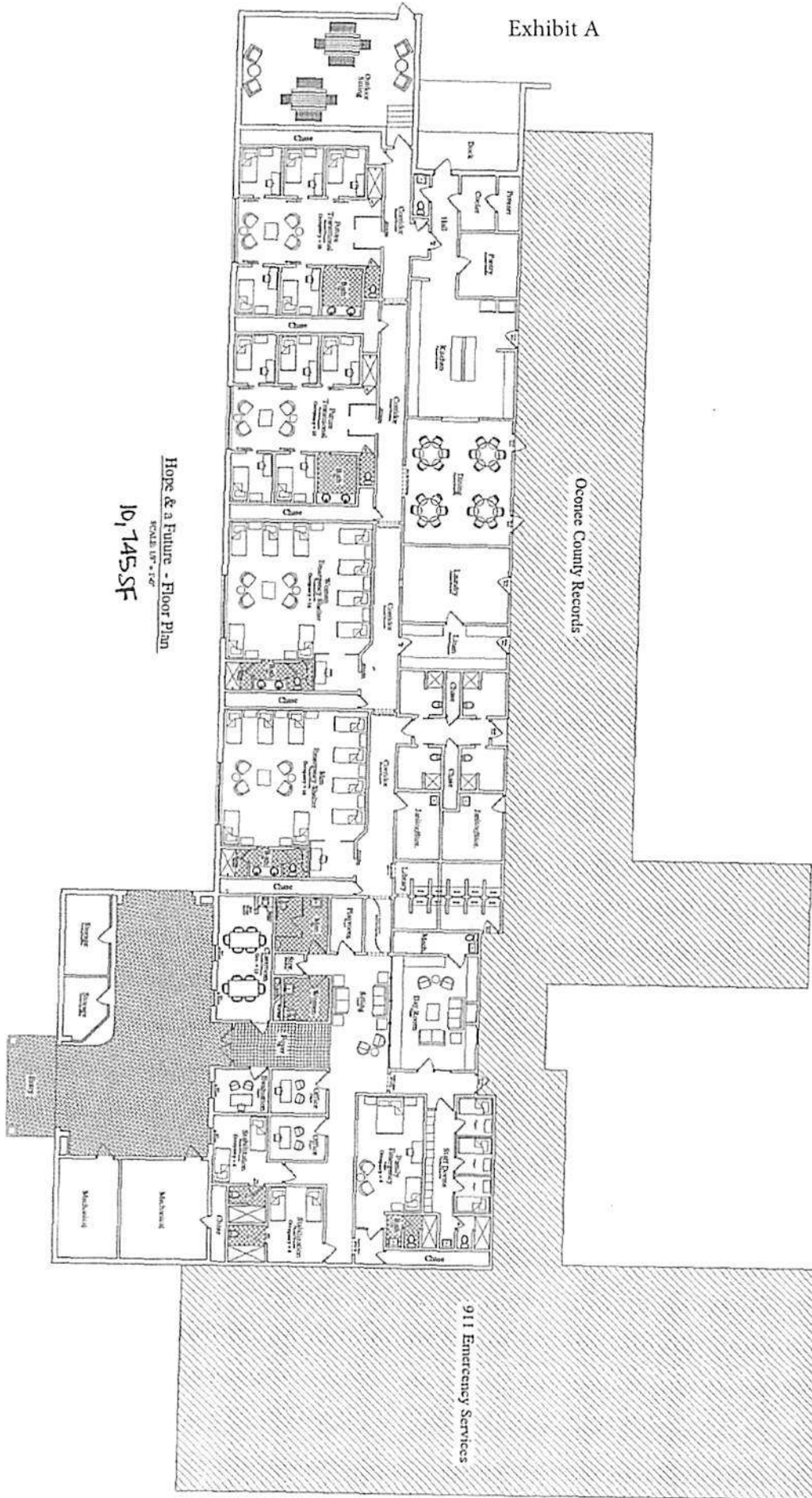
ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: July 17, 2018
Second Reading: August 21, 2018
Third Reading: September 11, 2018
Public Hearing: September 11, 2018

Exhibit A



Hope & a Future - Floor Plan
SCALE: 1/8" = 1'-0"
10,145 SF



Hope and a Future Resource and Solution Center

Client Entry and Dismissal Procedure and Protocol

How can you access availability for someone you know?

Contact info: Ph#-864-873-7134 Website: ccmoconee.org

Emergency Shelter

- Client will fill out application form located at designated pick up and drop off point. Application must be filled out before entry on van and emergency shelter. Upon arrival at facility client will be assessed more thoroughly.
- Client can be picked up from three different locations in Oconee at 7 p.m.; Seneca, Westminster, Walhalla.
- Client will give any bags to driver to safely secure in back of van until arrival at facility.
- At facility van will enter through sally port entrance.
- Client will take personal belongings to drop off table where the belongings will be tagged with identification. Client's belonging will be put in assigned basket and put in storage room. Client will not be allowed to take personal belongings into facility.
- Client will be asked to empty all pockets and remove shoes for inspection. A metal detecting wand will be used to detect any metal on client before entry.
- When client enters facility they will be assessed and evaluated for any pressing needs. All clients will be given a resource guide. Client will then be given a toiletry bag and a bed number.
- Hot meal will be served at 8 p.m. for all clients in facility. Client will have time to shower before lights out.
- Lights will be cut off at 10 p.m., no exceptions.
- Lights turned on at 6 a.m. to begin day.
- Client will be given hot breakfast at 7 a.m.
- Client will be given back personal belongings as they begin to load back on designated van.
- Client will reload same van they entered shelter on night before and taken back and dropped off at same location they were picked up from. Client will not be able to stay in facility during day.
- No one is allowed to walk from facility. If client walks off from facility they will not be allowed to return.
- No one is allowed to walk up to facility and enter. Clients will only be allowed to enter by van, being picked up from pick up and drop off locations. Only Law Enforcement and Fire Department will have access afterhours.
- If there are any problems with clients, police will be called. Client will be escorted out by law enforcement.
- Clients who wish not to stay after arrival will be transported back to their pick up location. Clients will not be able to walk from facility at any point.
- There will be no smoking outside facility or in facility.

Transitional Housing

- Client for transitional housing will be assessed during interview process.
- Client that is coming from detention center will begin mandatory work before dismissal from detention center. If client has done all required work they will be allowed to come into transitioning.
- Client will be placed on stabilization for two months. During transitioning phase client will attend required classes daily.
- Client will not be allowed to leave facility or use phone while in stabilization period.
- Client will not be allowed to walk away from facility.
- If client does not follow procedure they will be asked to leave. At this time they will be transported to desired location away from facility. Client will not be able to leave facility on foot.
- If there are any problems with client they will be asked to gather belongings then taken to desired location. Client will not be allowed to come back to facility.

Ash Tree Recovery Program

- Client for stabilization/recovery housing will be assessed during interview process.
- Client that is coming from detention center will begin mandatory work before dismissal from detention center. If client has done all required work they will be allowed to come into stabilization/recovery.
- Client will be placed on stabilization for two months. During stabilization/recovery phase client will attend required classes daily.
- Client will not be allowed to leave facility or use phone while in stabilization period.
- Client will not be allowed to walk away from facility.
- If client does not follow procedure they will be asked to leave. At this time they will be transported to desired location. Client will not be able to leave facility on foot.
- If there are any problems with client they will be asked to gather belongings then taken to desired location. Client will not be allowed to come back to facility.

Resource and Solution Center

- Client will be evaluated through interview process.
- The client will be given correct information for needs they are facing.

Life Skill/Certification Classes

- Client will be evaluated through interview process.
- Client will be determined with a interview board if they are allowed to acquire life skill and certification classes.
- Clients will be referred to Hope and a Future by other agencies and organizations.
- All clients will be dropped off and picked up at existing Sally Port for classes.
- No client is allowed to walk away from facility. If client walks off they will not be allowed to return to classes.



MissionTracker Features

Data base used to keep record of all clients.

Color coded visual assessment tool
Workflow management system
Client calendar of events and registration
Education tracking & courseware building
Sexual offender API lookup

ResidentTracker

Record client profiles
Manage client calendars
Manage client case notes
Record client assessments and evaluations
Record long term clients or overnight guests
Integrated voucher system for clients
Client checkbook register and accounting
Report on 30+ metrics
Print client "id cards" with photo ID and barcode
Completely customizable

ResidentTracker

ResidentTracker is an online tool that allows your organization to easily track the people you help as a gospel mission. Effectively come alongside them to help manage and improve their educational gaps, financial shortfalls, medical needs, and relational wounds. Monitor visits, track vouchers, and run custom reports quickly, saving your valuable staff time that can then be used to build relationships and change lives. ResidentTracker can be easily integrated with your website and is completely web-based so you can access it from anywhere.

Features:

- Record client profiles
- Manage client calendars
- Manage client case notes
- Record client assessments and evaluations
- Record long term clients or overnight guests
- Integrated voucher system for clients
- Client checkbook register and accounting
- Report on 30+ metrics
- Print client "id cards" with photo ID and barcode
- Completely customizable

- d. As the needs of the community shall be given primary consideration in the planning of the Lessee's program at the Premises, the parties agree that joint staff meetings shall be held at reasonable intervals between representatives of the Lessor and the Lessee, to facilitate mutual cooperation and make possible regular reexamination of Lessee's use of the Premises. This paragraph does not restrict Lessor's access to the Premises.
 - e. Lessee shall have a staff person present at the premises whenever Lessee's program is in operation.
 - f. Lessee shall not allow "walk-in" patrons, loitering about the Premises, or any activity that would disrupt the quiet, peace, and/or enjoyment of the surrounding community.
 - g. Lessee's operations shall be conducted in strict compliance with the procedures and purposes of Lessee's program as delineated on Exhibit "B" attached hereto and incorporated herein, entitled "Hope and Future Resource and Solution Center."
 - h. Lessee shall keep a current and complete database, tracking all important information on all of its clients. Attached hereto as Exhibit "C" is a document titled "MissionTracker Features." Lessee shall use a database of similar quality and form, tracking the same information as outlined in Exhibit C.
 - i. Lessee shall permit no greater number of persons to occupy the Premises than is permitted by applicable code requirements.
 - j. If Lessee fails to abide by and conform to the terms of this Lease, with specific reference being made to the requirements of this Section 3, including all subparts and attachments, Lessor may immediately terminate this Lease, at its sole discretion.
4. **Redelivery of the Premises:** Lessee will at the expiration of the term, or upon any sooner termination, quit and deliver up the Premises to Lessor peacefully, quietly, and in good order and condition, with reasonable use and wear excepted.
5. **Utilities and Services Provided by Lessor:** Lessor shall furnish and supply for the Premises the following utilities: heat, water, gas, and electricity. Lessee's consumption of such utilities must remain within reasonable limits as determined by Lessor.
6. **Maintenance and Repairs Provided by Lessor:** Lessor shall not be responsible for any maintenance or repairs to the Premises. Yet, Lessor shall have the right, though not the obligation, to make any alterations or improvements to the Premises, so long as such do not unreasonably interfere with the operations of Lessee.
7. **Maintenance, Repairs, and Upkeep Provided by Lessee:**
- a. Lessee shall be responsible for all necessary repairs and maintenance to the exterior and interior of the Premises, including all structural, mechanical, electrical, plumbing, and building envelope components of the Premises, as made necessary by the activities of Lessee.

- b. Lessee shall keep the exterior and interior of the Premises in a clean and sanitary condition and shall be responsible for any abuse and destruction of property and equipment not due to ordinary wear and tear.
 - c. Lessee shall be solely responsible for ensuring that the Premises and Lessee's use thereof are in compliance with all building and municipal or other governmental or legal codes, regulations, and requirements.
- 8. **Improvements and Alterations**: Lessee shall not undertake to improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claim for damages to or loss of any property belonging to the Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.
- 9. **As Is Condition of the Premises**: Lessee represents and warrants that Lessee has conducted a thorough and diligent inspection and investigation of the Premises and the suitability of the Premises for Lessee's intended use. Lessee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses. The Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises, and Lessee is accepting the Premises as is, with all faults.
- 10. **Accessibility**: Lessee shall be solely responsible for ensuring that the Premises is accessible as necessary and required for its purposes.
- 11. **Entry Upon Premises by Lessor**: Lessor shall have the right to enter upon the Premises at any reasonable hour for the purpose of making inspections.
- 12. **Eminent Domain**: If the whole or any substantial part of the Premises shall be taken under the power of eminent domain, then the term of this Lease shall cease as to the part taken from the day when the possession of that part shall be taken for any public purpose, and from that day Lessee shall have the right either to cancel this Lease or to continue in the possession of the remainder of the Premises under the term provided here. All damages awarded for this taking shall belong to and be the property of Lessor.
- 13. **Release, Hold Harmless, Assumption of Risk, and Indemnity**: Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and operation of the Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Councilmembers, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim incurred at or about the Premises, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives as relates to the activities of Lessee.

14. **Survival of Indemnities:** All representations, warranties, and indemnities of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease, subject to such limitations as imposed by South Carolina law.
15. **Unlawful, Hazardous, Offensive, and otherwise Impermissible Uses:** Lessee will make no unlawful or offensive use of the Premises. Lessee shall not use the Premises, or any part of it, for any use or purpose that is hazardous on account of materials, fire, activities, or otherwise, or for any use or purpose that is unlawful, that is a nuisance or that is offensive to other tenants or to occupants of other buildings in the vicinity. Lessee recognizes that the Lessor is a governmental entity and is required to comply with numerous laws related to its relationships with other entities and the use of its property, including constitutional requirements concerning church and state matters, for example, the First Amendment to the United States' Constitution's limitations respecting the establishment of religion. Lessee will comply with all applicable laws regarding church and state. Therefore, at no time shall Lessee conduct or cause to be conducted any religious services or promote religious discussions at the Premises for the sake of any specific religion. Nor shall Lessee require any of its service recipients, residents, contractors, subcontractors, employees, or volunteers to attend religious services or discussions, or distribute religious tracts, materials, or otherwise proselytize or promote religion at the Premises. At no time will anyone be restricted from attending, or required to attend, any study or assistance class because of individual religious or cultural beliefs.
16. **Findings Confidential:** All reports, information, data, records, or documents of any kind containing medical or healthcare related information about persons Lessee (or any subcontractor) is providing services for shall be maintained as required to comply with the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable laws.
17. **Equal Employment Opportunity and Nondiscrimination in Services:** In carrying out its operations, Lessee will not discriminate against any recipient, or potential recipient of services, or others based on creed, color, religion, ancestry, sex, national origin, or disability. Lessee will abide by all equal opportunity laws, and will post in conspicuous places notices as required by law related to nondiscrimination and equal opportunity.
18. **Compliance with Laws:** In performing its obligations hereunder, Lessee will comply with all applicable federal, state, and local laws and ordinances.
19. **No Partnership or Agency Relationship:** Nothing contained in this Lease is intended, or will be construed, to create a partnership, joint venture, or agency relationship between Lessor and Lessee.
20. **Sublease and Assignment:** Lessee shall not rent, sublet, or assign space in the Premises without the written consent of the Lessor.
21. **Termination:** In addition to the termination for cause provisions contained herein, this Lease may be terminated at any time by either party giving the other at least thirty (30) days' prior written notice of such termination.

22. Insurance:

- a. **Liability Insurance:** Lessee shall, at no cost to Lessor, at all times during the term of this Lease, maintain in force, for the joint benefit of Lessor and Lessee, a broad form general policy of liability insurance issued by a carrier satisfactory to Lessor and licensed to do business in the State of South Carolina, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises. Such insurance policy or policies shall be maintained on the minimum basis of \$1,000,000 per occurrence with respect to bodily injury, death, property damage, and personal injury. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. In addition, the deductible for such insurance shall not exceed \$10,000.00. A certificate(s) of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificate(s) and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days' prior to the renewal date of any such insurance policies during the term of this Lease. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor.
 - b. **Additional Insurance:** Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's, guests, invitees, licensees, or other entering the Premises for activities related to this Lease, due to fire, theft, or any other damages, including any acts of nature. Lessor carries insurance on the structure of the subject building shown on Exhibit A. Lessee understands that such insurance does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.
- 23. Lessee's Duty to Restore Premises:** At any time during the term of this Lease if any part or the whole of the Premises, including any property located thereon, is damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, so long as related to activities of Lessee, this Lease shall continue in full force and effect, and Lessee, at its sole cost and expense, shall repair and restore the damaged or destroyed property. The work of repair and restoration shall be commenced by Lessee as soon as possible after the damage or destruction occurs, and shall be completed with due diligence, and in a manner suitable to Lessor.
- 24. Application of Insurance Proceeds:** Any and all fire or other insurance proceeds that become payable at any time during the lease term because of damage to or destruction of part or the whole of the Premises, including any property located thereon, shall be paid to Lessor and applied toward the cost of repairing and restoring the damaged or destroyed property.
- 25. Taxes:** Lessee shall be responsible for the payment of any taxes imposed on real or personal property situated at the Premises.

26. **Prohibition of Liens**: Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.
27. **Rights Reserved to Lessor**: Lessor reserves the following rights, exercisable without notice and without liability to Lessee without giving rise to any claim for setoff or abatement of rent or affecting any of Lessee's obligations under this lease:
- a. To install and maintain signs on the exterior and interior of the building. Lessee shall not, however, erect, install, operate or cause or permit to be erected, installed, or operated in or upon the Premises, any sign or other similar advertising device without first having obtained Lessor's written consent.
 - b. To prescribe the location and style of the suite number and the location of the identification sign or lettering for the Premises occupied by the Lessee.
 - c. In case of fire, invasion, insurrection, mob, riot, civil disorder, or other commotion or threat, Lessor reserves the right to reasonably limit or prevent access to the Premises, or otherwise take such reasonable actions or preventive measures deemed necessary by Lessor for the safety of the occupants of the Premises or the protection of the Premises, including all property therein. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.
28. **Waiver / Non-Waiver**: No failure by Lessor to insist upon the strict performance by Lessee of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.
29. **Severability**: If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this Lease shall not be affected.
30. **Time**: Time is of the essence as to each obligation contained herein.
31. **Notices**: Unless otherwise specifically provided for in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be written and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR: Oconee County
 Oconee County Administrator
 415 South Pine Street
 Walhalla, SC 29691

with a copy to:
Oconee County Attorney
415 South Pine Street
Walhalla, SC 29691

LESSEE: Christ Central Ministries, Inc.
1711 Pendleton St.
Columbia, SC 29201

Christ Central Ministries Oconee
112 West Main St.
Walhalla, SC 29691

32. **Amendments**: Any amendments to this Lease must be in writing, signed by duly authorized and empowered representatives of both Lessor and Lessee.
33. **Governing Law**: This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina.
34. **Dispute Resolution, Waiver of Trial by Jury**:
- a. Any conflict, dispute, or grievance (collectively "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Walhalla, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator, refusal to participate in the mediation process, or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.
 - b. LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING

OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES,
INCLUDING STATEMENTS (WHETHER ORAL OR WRITTEN) OR
ACTIONS OF ANY PERSONS.

35. **Acceptance of Terms:** This Lease is subject to and contingent upon final approval by
the Oconee County Council.

Witnesses:

Oconee County

By: _____

Its: _____

Witnesses:

Christ Central Ministries, Inc.

By: _____

Its: _____

Witnesses:

Christ Central Ministries Oconee

By: _____

Its: _____

“EXHIBIT A”

DESCRIPTION OF LEASE PREMISES

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: September 11, 2018

COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

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

BACKGROUND DESCRIPTION:

Ordinance 2018-14 stems from work performed by the Planning Commission to amend certain provisions of Section 32-213 of the Oconee County Code of Ordinances, namely revising language contained therein (highlighted) regarding subdivision naming standards.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

Attachment A & B

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading of Ordinance 2018-14.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

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

Attachment A

Sec. 32-213. - Requirements and standards.

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

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

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

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

Attachment B

Sec. 32-213. - Requirements and standards.

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

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

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

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 11, 2018
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

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

BACKGROUND DESCRIPTION:

Ordinance 2018-28 will authorize the County Administrator to execute and deliver a Land Transfer Agreement between Oconee County and the School District of Oconee County. This is the same property conveyed to the County by deed of the SDOC (the "Deed"), dated September 30, 2008. Restrictions described within the Deed state that the property is to be used for construction of a public library, and if the construction has not begun within five (5) years from the date of the execution of said Deed, the property shall revert to the SDOC. Construction has not begun on the property, and the allotted time requirement has passed. Therefore, the County and SDOC desire that the property revert to the SDOC.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by: _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading of Ordinance 2018-28.

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.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

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

EXHIBIT A

Attached.

EXHIBIT B

Attached.

6

EXHIBIT A

8310
6

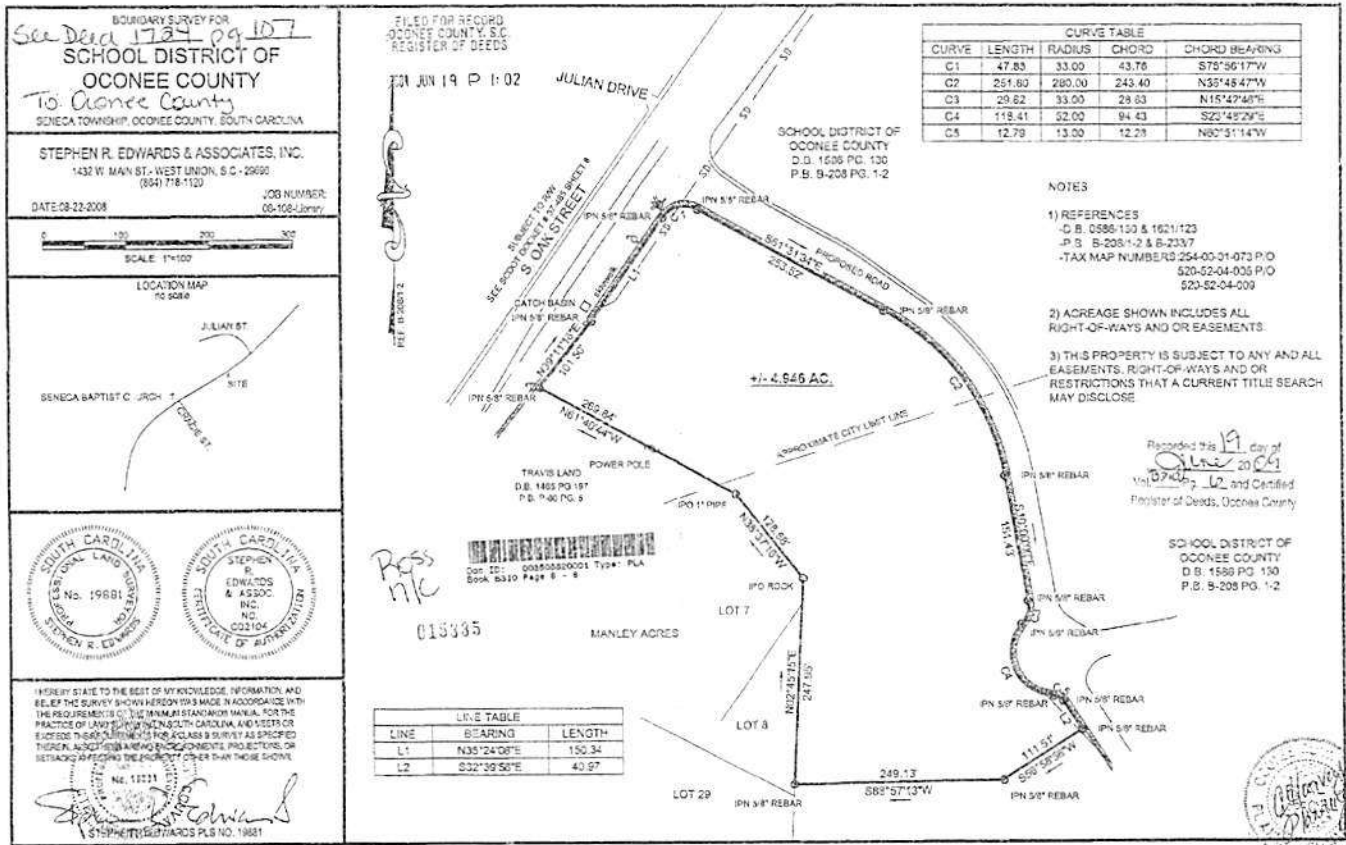


EXHIBIT A

LAND TRANSFER AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. *Transfer of Property.*

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

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

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

Telephone: 864.886.4408

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

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

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

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

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

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

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

SIGNATURE PAGES FOLLOW

Exhibit A

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

Parcel No. 520-52-04-009

EXHIBIT B

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

Doc ID: 003508810003 Type: DEF
BK 1724 Pa 107-109

2009 JUN 19 P 1:00

015334
Ross
n/c

This deed prepared by:
Ross Law Firm, PA
210 WS Broad Street
Walhalla, SC 29691
No title exam requested by Purchaser

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

ENTER

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

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

OCONEE COUNTY, its Successors and Assigns:

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

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

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

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

THIS PROPERTY DESIGNATED AS
MAR 20 SUB 52 BLK 04 PARC 009 1/6
ON OCONEE COUNTY TAX MAPS
Heidi Smith
OCONEE COUNTY ASSESSOR

SDOC/Oconee County
Deed
Page 1

Recorded this 22 day of June
Book 2009 Page 91, 782
Fee
Heidi R. Nix
Auditors Oconee County, S.C.

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

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

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

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

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

IN WITNESS WHEREOF SCHOOL DISTRICT OF OCONEE COUNTY has caused these presents to be executed in its name by its duly authorized officer(s) and its corporate seal to be hereto affixed this 30th day of September in the year of our Lord two thousand eight and in the two hundred thirty-third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of:

SCHOOL DISTRICT OF OCONEE COUNTY (SEAL)

By: Michael Lucas
Dr. Michael Lucas
District Superintendent

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

Attest:
By: Denise McCormick
Denise McCormick
Clerk

Will [Signature]
[Signature]
Witnesses

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

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

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

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

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2008 JUN 19 P 1:00

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 11, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

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

BACKGROUND DESCRIPTION:

Ordinance 2018-29 will add an ex officio member to the Oconee County Agricultural Advisory Board (the "Board"). The Board believes it could better carry out its responsibilities if its composition was modified to include the addition of an ex officio member, who would be appointed by virtue of his or her expertise in relevant agricultural technologies, programs, and policies and who could provide expert analysis and opinions to the voting members of the Board. The ex officio member would be a non-voting member of the Board, and his or her attendance at meetings would not count toward establishing a quorum.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take approve Ordinance 2018-29.

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.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-29

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

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

Attachment A

DIVISION 12. - AGRICULTURAL ADVISORY BOARD

Sec. 2-420.4. - Establishment.

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

(Ord. No. 2016-17, § 1, 6-21-2016)

Sec. 2-420.5. - Membership.

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

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

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

Ord. No. 2016-17, § 2, 6-21-2016)

Sec. 2-420.6. - Term of members.

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

(Ord. No. 2016-17, § 3, 6-21-2016)

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

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

(Ord. No. 2016-17, § 4, 6-21-2016)

Sec. 2-420.8. - Powers and duties.

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

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

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

(Ord. No. 2016-17, § 5, 6-21-2016)

Sec. 2-420.9. - Salaries and funding.

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

(Ord. No. 2016-17, § 6, 6-21-2016)

Attachment B

DIVISION 12. - AGRICULTURAL ADVISORY BOARD

Sec. 2-420.4. - Establishment.

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

(Ord. No. 2016-17, § 1, 6-21-2016)

Sec. 2-420.5. - Membership.

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

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

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

Ord. No. 2016-17, § 2, 6-21-2016)

Sec. 2-420.6. - Term of members.

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

(Ord. No. 2016-17, § 3, 6-21-2016)

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

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

(Ord. No. 2016-17, § 4, 6-21-2016)

Sec. 2-420.8. - Powers and duties.

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

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

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

(Ord. No. 2016-17, § 5, 6-21-2016)

Sec. 2-420.9. - Salaries and funding.

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

(Ord. No. 2016-17, § 6, 6-21-2016)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

RESOLUTION 2018-14

A RESOLUTION IDENTIFYING PROJECT ECHO TO SATISFY THE REQUIREMENTS OF SECTION 12-44-40; COMMITTING TO ENTER INTO SUCH NECESSARY AGREEMENTS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina ("County") acting by and through its County Council ("County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended ("Act") (i) to enter into a fee agreement with qualifying industries to induce such industries to locate in South Carolina (the "State") and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept negotiated fees in lieu of *ad valorem* taxes ("FILOT") with respect to such investment;

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended ("MCIP Act"), the County is authorized (i) to develop multi-county industrial parks in partnership with counties having contiguous borders with the County, and (ii) to include within the boundaries of such parks the property of eligible companies;

WHEREAS, pursuant to Section 4-1-175 of the Code, and, by incorporation, Section 4-29-68 of the Code, ("Special Source Act"), the County is authorized to provide certain special source revenue credits against FILOT payments;

WHEREAS, Project Echo, a South Carolina limited liability company ("Company") is planning to expand its existing manufacturing facility in the County ("Project"), resulting in an anticipated additional expenditure of approximately \$5,730,000;

WHEREAS, the Company anticipates creating approximately 22, new full-time jobs in the County in connection with the Project; and

WHEREAS, to induce the Company to locate the Project in the County, the County desires to offer certain incentives to the Company, including (i) a FILOT incentive, (ii) the location of the Project in a multi-county industrial park, to the extent not already included, and (iii) the provision of Special Source Revenue Credits (collectively, "Incentives").

NOW, THEREFORE, BE IT RESOLVED by the County Council, in meeting duly assembled as follows:

Section 1. Based on information supplied by the Company, the County finds that (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits, not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

Section 2. The County hereby identifies the Project as a “project”, which action is intended to satisfy the requirements of Section 12-44-40 of the Act. Each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 3. Pursuant to the Act and the MCIP Act, the County commits to negotiate the Incentives with the Company.

Section 4. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

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

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

Approved as to form:

David Root, County Attorney

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 11, 2018

ITEM TITLE:

Title: Comprehensive Plan for Oconee County

Department: Community Development

Amount: \$89,000.00

FINANCIAL IMPACT:

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

Finance Approval:

Adale Price

Budget: \$89,000

Project Cost: \$89,000

Balance: \$0.00

BACKGROUND DESCRIPTION:

At the April 5, 2016 meeting, Council approved the award of RFP 15-09 for On Call Engineering Consultant Services to Alta Planning and Design of Greenville, SC for Category A – “On Call Planning Services”. This RFP was for a one year term with four one-year renewals. We are currently in the second renewal period. The Planning Commission desires that the County contract with Alta Planning and Design to provide Comprehensive Plan Management for Oconee County. These services will include: Ongoing Project Management, Project Meetings and Stakeholder Engagement, Data Collection and Mapping, and a final Comprehensive Plan update.

ATTACHMENT(S):

1. Proposal from Alta Planning and Design dated 7-25-2018

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the total award of \$89,000.00 to Alta Planning and Design of Greenville, SC, for consulting services for the above mentioned project.

Submitted or Prepared By:

Robyn Courtright

Robyn Courtright, Procurement Director

Approved for Submittal to Council:

D. Richard Martin

D. Richard Martin, Interim County Administrator

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

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

WORK ORDER NO. 2

In accordance with the Professional Services Agreement between **Alta Planning + Design, Inc.** ("CONSULTANT" or "Alta"), and **Oconee County, South Carolina** ("CLIENT" or "County"), RFP 15-09 On Call Professional Engineering Consulting Services CATEGORY A: ON CALL PLANNING SERVICES, dated 4/19/2016, this Work Order describes the scope, schedule, and payment terms for CONSULTANT's Services on the Project known as:

00-2018-230 Oconee County, SC Comprehensive Plan

CONSULTANT Technical Representative: Jean Crowther
Address: Alta Planning + Design, Inc.
711 SE Grand Avenue
Portland, Oregon 97214
Telephone No.: 503.230.9862
Email: jeancrowther@altaplanning.com
CLIENT Technical Representative: Adam Chapman
Address: Oconee County, South Carolina
415 S. Pine St.
Walhalla, SC 29691
Telephone No.: 1.864.364.5103
Email: achapman@oconeesc.com

SERVICES. The Services shall be described in the Exhibit(s) to this Work Order.

SCHEDULE. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT & INVOICES. For satisfactory completion of the Services described herein, CONSULTANT shall invoice CLIENT for a total amount not to exceed \$ 89,000.00, in accordance with the Schedule of Fees and Charges attached to this Work Order. The hourly rates listed (if any) are for the current calendar year and may be updated annually. The staff, labor categories and hours listed are subject to change as needed during the course of the performance of Services.

Services performed under this Work Order will be billed on a **Percent Complete/Task** basis. Invoices will be submitted monthly showing progress toward milestones or current percent complete for each task.

TERMS AND CONDITIONS. The terms and conditions of the Professional Services Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of duly authorized representatives of the parties.

Alta Planning + Design, Inc.

Oconee County, South Carolina

Katie Mangle
Katie Mangle (Jul 25, 2018)

Jul 25, 2018

Signature

Date

Signature

Date

Katie Mangle, Vice President, as duly authorized

, County Administrator, as duly authorized

Printed Name, Title

**Exhibit A
 Services**

Consultant Deliverables

- Ongoing Project Management
 - Regular Communication with Planning Staff
 - Monthly Progress Reports
 - Monitoring Schedule and Budget
 - Quality Assurance
- Project Meetings and Stakeholder Engagement
 - Five (5) in-person meetings and site visits, including facilitation of up to four stakeholder meetings
- Data Collection and Mapping
 - GIS data collection and data management
 - Up 12 (twelve) formatted document maps
- Comprehensive Plan Update
 - 10 (ten) draft Elements (includes 9 Required Elements and Agricultural Element)
 - 10 (ten) revised Elements based on consolidated client feedback
 - 10 (ten) final Elements based on consolidated client and stakeholder feedback
 - Final Comprehensive Plan Update (digital PDF)

Approach

The approach as contained in this Work Order and reflected in the budget includes County Staff assisting with the following tasks.

- Handling meeting logistics such as location reservation, set-up, clean-up, refreshments (if desired)
- Posting legal notices
- Providing all relevant existing plans or studies
- Providing County information in areas such as fire, police, EMS, utilities, recreation, County facilities, etc.
- Assistance gathering local information as available such as historic sites, school district data, municipal facilities, etc.
- Providing local contact information as needed for County municipalities, utilities, etc.
- Assistance in locating important public facilities
- Assistance in the development of land use maps (existing and future)
- Assistance in the development and refinement of goals, objectives, and implementation strategies for all elements
- Reviewing and editing plan elements and work products
- Making and distributing hard copies as needed/ desired
- Making presentations to citizen groups other than those included in a consultant’s scope of work
- Printing large-format maps for use in meetings

**Exhibit B
 Estimated Schedule**

Consultant shall commence performance of Services and proceed toward completion of deliverables as directed by Client.

**Exhibit C
 Schedule of Fees and Charges**

Task	Fee
Ongoing Project Management	\$12,618.15
Project Meetings & Stakeholder Engagement	\$19,095.46
Comprehensive Plan Element Data Collection, Maps, Text and Graphics	\$53,467.30
Final Comprehensive Plan Update (digital PDF)	\$3,819.09
Project Budget Total	\$89,000.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 11, 2018

ITEM TITLE:

Title: **John Deere 332G Skid Steer Loader**

Department: **Roads & Bridges**

Amount: **\$57,141.65**

FINANCIAL IMPACT:

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

Finance Approval: Leahle Price

Budget: **\$75,000**

Project Cost: **\$57,141.65**

Balance: **\$ 17,858.35**

BACKGROUND DESCRIPTION:

The John Deere 332G Skid Steer loader will be used by the Asphalt Crew in paving and patching operations. This machine has a high flow hydraulic system that will make it more useful with certain attachments (example asphalt plain and/or milling machine).

SPECIAL CONSIDERATIONS OR CONCERNS:

Per Sourcewell Cooperative Purchasing (formerly National Joint Powers Alliance) requirements the skid steer must be purchased directly from John Deere Shared Services. It will be shipped to Flint Equipment, Simpsonville, SC who is the authorized dealer that will set up, deliver and service the equipment for any warranty work required. The Sourcewell, contract allows government agencies to purchase directly from the manufacturer or authorized dealers. Sourcewell Cooperative Purchasing contracts are bid and awarded on a national level and purchases may be fulfilled by authorized local or state dealers.

ATTACHMENT(S):

1. John Deere Sourcewell Cooperative Purchasing (formally known as National Joint Power Alliance) Quote

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2018 John Deere 332G Skid Steer Loader from John Deere Shared Services of Moline, IL in the amount of \$57,141.65.

Submitted or Prepared By: Robyn Courtright

Robyn Courtright, Procurement Director

Approved for Submittal to Council: Richard D. Martin

Richard D. Martin, Interim County Administrator

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



August 28, 2018

Oconee County
Walhalla SC

**Quote Number 168253 : Skid Steer 332G - Sourcewell Contract
032515-JDC - Backup alarm standard equipment on 332G**

All the prices in the detailed sections are Per machine basis.

Machine Configuration

Code	Description	Qty	Unit Price
0BD0T	332G SKID STEER LOADER BASE	1	\$56,010.00
0800	NO PACKAGE	1	In Base
0950	ISO EH JOYSTOCK CONTROLS	1	In Base
1301	ENGINE FT4	1	\$3,045.00
1501	ENGLISH OP MAN & DECALS	1	\$0.01
1741	LESS JDLINK	1	\$0.01
2450	14X17.5 14PR GALAXY HULK	1	\$3,865.00
3002	HIGH FLOW HYDRAULICS	1	\$1,830.00
3100	RIDE CONTROL SELF LEVEL UP	1	\$1,250.00
4001	2" SEAT BELT W/SHOULDERSTRAP	1	\$212.00
5001	POWER QUIK TATCH	1	\$724.00
5204	CAB W/ HEAT, DEFROST & AIR	1	\$4,473.00
5550	DELUXE LIGHTING PACKAGE	1	\$900.00
6003	AIR RIDE SEAT (VINYL)	1	\$452.00
6501	REVERSING FAN DRIVE	1	\$830.00
8042	REAR VIEW CAMERA	1	\$850.00
8342	RADIO AM/FM W/BLUETOOTH	1	\$600.00
8370	LOUVER REAR GRILLE, HVY DUTY	1	\$486.00
8380	FOOTREST WITH FLOORMAT	1	\$144.00
9342	84" CONSTR BKT W SERRATED ED	1	\$1,422.00
Total			\$77,093.02
Discount (33%)			\$25,440.70
Net Price			\$51,652.32

Attachments

Code	Description	Qty	Price
AT394637	STD CONTROL, EH JOYSTICK	1	\$460.00
Total			\$460.00

Custom Jobs

Code	Description	Qty	Price
SETUP	Dealer PDI & Setup	1	\$550.00
Total			\$550.00

Quote Summary - Skid Steer 332G (per unit)

Item Description	Prices
Machine Net Price	\$51,652.32
Attachments	\$460.00
Custom Jobs	\$550.00
Price per Machine	\$52,662.32

Destination	Freight Charge	Misc Tax
Simpsonville, SC	\$1,244.90	SC State Tax - \$3,234.43

Total Net Price (Quantity = 1) \$57,141.65

Warranty Terms

332G includes Standard Warranty of 12 months.

Full Machine Extended Warranty for 24 months, 2000 hours.

Remarks:

Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.

Contact Adam Holdt; Phone 309-765-7787; Email HoldtAdamJ@JohnDeere.com - PO must be made out to: John Deere Shared Services, 1515 5th Ave, Moline, IL 61265; DUNS #142124762; Tax ID #36-3387700

**John Deere Construction Retail Sales
Sourcewell/NJPA Contract 032515-JDC
Product Category and Discount Range as of June 2018**

Articulated Dump Trucks	30%
Backhoes	44-47%
Compact Excavators	30%
Compact Track Loaders	33%
Compact Wheel Loaders	29%
Crawler Loaders	30%
Dozers	30-31%
Excavators	30-46%
Motor Graders	42-45%
Skid Steers	33%
Tractor Loaders	40%
Wheel Loaders	41-43%
WorksitePro Attachments	20%

Please reach out to your local dealer for quote assistance:
https://dealerlocator.deere.com/servlet/country=US?locale=en_US

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 11, 2018

ITEM TITLE:

Title: Kubota KX080 Excavator

Department: Roads & Bridges

Amount: \$92,013.30

FINANCIAL IMPACT:

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

Finance Approval:

Accurate Price

Budget: \$120,000

Project Cost: \$92,013.30

Balance: 27,986.70

BACKGROUND DESCRIPTION:

The Kubota KX080 Excavator will be used by the Arbor Crew for tree and debris removal; culvert repair and/or replacement; and fixing stormwater issues.

SPECIAL CONSIDERATIONS OR CONCERNS:

Oakway Tractor and Implement is a Kubota authorized dealer and is providing Sourcewell Cooperative Purchasing (formerly National Joint Powers Alliance) pricing. The Sourcewell contract allows government agencies to purchase directly from the manufacturer or authorized dealers. Sourcewell contracts are bid and awarded on a national level and purchases may be fulfilled by authorized local or state dealers.

Oakway Tractor has provided pricing that is less than the Sourcewell contract price.

ATTACHMENT(S):

1. Sourcewell Quote
2. Oakway Tractor and Implement Quote

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2018 Kubota KX080-4R3 Excavator from Oakway Tractor and Implements of Westminster, SC in the amount of \$92,013.30.

Submitted or Prepared By: *Robyn Courtright*
Robyn Courtright, Procurement Director

Approved for Submittal to Council: *Richard D. Martin*
Richard D. Martin, Interim County Administrator

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

Sourcewell

GA - 062117, CO - 042815, AG - 021815
 NJPA Arkansas 4603031468
 NJPA Delaware GSS-13673

KX080-4R3 WEB QUOTE #1100410

Date: 7/19/2018 8:14:41 AM

- Customer Information -

HARRIS, DANNY

OCONEE COUNTY ROADS & BRIDGES DEPT.

andy@oakwaytractor.com

8648861072

Quote Provided By

OAKWAY TRACTOR AND IMP. CO., INC.

ANDY MYERS

5671 WEST OAK HIGHWAY

WESTMINSTER, SC 29693

email: andy@oakwaytractor.com

phone: 8649723640

- Custom Options -

- Standard Features -



K Series

KX080-4R3

*** EQUIPMENT IN STANDARD MACHINE ***

PLEASE CONTACT YOUR AUTHORIZED KUBOTA DEALER FOR AVAILABILITY AS QUANTITIES ARE LIMITED

FEATURES

Eco Plus System
 Auto Idler
 Rubber Track Model
 Air Conditioned ROPS/OPG (Top Guard, Level II) Cab
 Chain Suspension Seat
 Kubota 3 Hydraulic Pump Load Sensing System
 1 Gear, 2 Variable Displacement Pumps
 All Controls Hydraulic Pilot Controls
 Two Operating Pattern Selection System
 Accumulator
 Digital Control Panel
 Attachment Flow Presets
 Service Alerts
 Standard Front Dozer Blade w/ Float
 360 Degree Full Rotation
 70 Degree Left, 60 Degree Right Boom Swing
 17.6 gpm Adjustable Auxiliary Hydraulics Port 1
 20.4 gpm Adjustable Auxiliary Hydraulics Port 2
 Thumb Bracket and Relief Valves
 Five Second Quick Preheat System
 Key Switch Stop System
 Half Poon Rubber Tracks
 Self Bled Fuel System
 Auto-Downshift Two Speed Travel System
 Travel Negative Brake
 Travel Negative Brake Third Line

ENGINE

V3307 Kubota DI CRS Turbo Tier 4 Diesel Engine
 4 Cylinder, 4 Cylcu
 62.3 Net HP @ 2000 rpm

OPERATIONAL

DIMENSIONS
 Max Digging Depth 15' 1"
 Max Digging Radius @ Ground Level 23' 6.3"
 Max Vertical Digging Depth 12' 7.8"
 Max Dumping Height 17' 2.7"

DOZER BLADE

DIMENSIONS
 Width 86.6"
 Height 19.7"
 Lift Above Ground 19.7"
 Drop Below Ground 19.7"

PERFORMANCE

Digging Force @ Bucket (K7432A) 19.7"
 Digging Force @ Dipper Arm 8,554 lbs.
 Travel Speed (Low) 1.7 mph
 Travel Speed (High) 3.1 mph
 Climbing Ability 36% / 20"
 Lift Capacity 6,500 lbs.
 Over Front Blade Grounded
 4.0 Ft. Load Point Height
 12.0 Ft. Load Radius

DIMENSIONS AND OPERATING WEIGHT

KX080-4R3, Rubber Tracks, Air Conditioned
 ROPS/OPG (Top Guard, Level II) Cab, Dozer Blade
 Overall Length 21' 1.9"
 Overall Width 7' 2.6"
 Overall Height 8' 4"
 Operating Weight 18,280 lbs.*
 Ground Clearance 15.4"
 * Includes operator's weight, 175 lbs.

KX080-4R3 Base Price: \$105,211.00

(1) QUICK COUPLER K7402 QUICK COUPLER	\$1,601.00
(1) 36" MECHANICAL O.A. TRENCHING BUCKET K7403 36" MECHANICAL O.A. TRENCHING BUCKET	\$2,572.00
(1) HYDRAULIC THUMB KIT: KX080-3 K7405 HYDRAULIC THUMB KIT: KX080-3	\$4,189.00
(1) TRAVEL ALARM KIT FOR KX080-4 K7445 TRAVEL ALARM KIT FOR KX080-4	\$85.00

Configured Price: \$113,658.00

NJPA Discount: (\$27,277.92)

SUBTOTAL \$86,380.08

Dealer Assembly: \$361.25

Freight Cost: \$1,545.00

PD1: \$250.00

Total Unit Price: \$88,536.33

Quantity Ordered: 1

Final Sales Price: \$88,536.33

SALES TAX: 5,297.17

NO TAX

Purchase Order Must Reflect the Final Sales Price

93,833.50

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PD1 fees and the price for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment is subject to availability.

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 11, 2018

ITEM TITLE:

Title: New Holland TS6110 Mowing Tractor

Department: Roads & Bridges

Amount: \$73,881.28

FINANCIAL IMPACT:

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

Finance Approval: Ladale Price

Budget: \$115,000

Project Cost: \$73,881.28

Balance: 41,118.72

BACKGROUND DESCRIPTION:

The New Holland TS6110 will be used by our Mowing Crew for vegetation management along the county maintained right-of-way. The tractor will have a pull behind bush hog flex wing mower which will be purchased separately.

SPECIAL CONSIDERATIONS OR CONCERNS:

New Holland (CNH America LLC Government & Fleet) currently holds a State Contract for Large Tractors. The local authorized dealer for New Holland is Old Stone Tractor in Anderson, SC.

ATTACHMENT(S):

1. Quote
2. State Contract

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2018 New Holland Tractor with Cab from Old Stone Tractor of Anderson, SC in the amount of \$73,881.28, per State Contract Number 44000111000.

Submitted or Prepared By: Robyn Courtright
Robyn Courtright, Procurement Director

Approved for Submittal to Council: Richard D. Martin
Richard D. Martin, Interim County Administrator

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

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

QUOTE

OLD STONE TRACTOR CO., INC.
2404 Highway 29 North
P. O. Box 13565
Anderson, SC 29621
864-225-4639

August 7, 2018

Mr. Danny Harris
County of Oconee

State Contract 44000111000

One new New Holland Tractor Model TS6.110T4B with Cab
4 Wheel Drive with 16X8 Power Shuttle Transmission
13.6R28 Front Tires and 18.434 Rear Tires
Mid Mount Joy Stick valve
3 point hitch
Back up Alarm
Air Ride Seat with 15 degree swivel
AM/FM Radio
Running Lights with Amber Warning Lights
Front and Rear Wipers

Total List Price:	\$93,821.00
Less State Contract 27% Discount	-25,331.67
Plus Freight	+ 1,200.00
Sales Tax (6%)	<u>+4,181.95</u>
Total Price	\$73,881.28

This quote is good for 45 days from date of quote.

Thank you for this opportunity.

Ben C. Griffin Jr., President
ben@oldstonetractor.com

Sheila Willis, Procurement Officer
Email: swillis@mmo.sc.gov
Telephone: (803) 737-4417

Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

Section:
Page: 11
Date: 1/26/2015

NEW HOLLAND

Contract Number: 4400011100

Awarded To: CNH AMERICA LLC GOVERNMENT & FLEET
SALES
500 DILLER AVE
NEW HOLLAND PA 17557

Contact Person: Ryan J Anderson
Phone: (717) 355-1900
Phone: (717) 917-6309
Fax: (877) 764-1369
E-mail: ryan.anderson_2@newholland.com
State Vendor #: 7000106459
Taxpayer ID #: 76-0433811

Maximum Contract Period: August 7, 2015 through August 6, 2020

<u>Item</u>	<u>Description</u>	<u>Percent Discount</u>	<u>Evaluated Amt</u>
00002	Tractors 75.1-95 PTO HP Manufacturer: New Holland	27%	\$ 663,083.00
	<u>Description</u>	<u>Percentage Discount Off Price List</u>	
	Factory Installed Attachments/Implements & Accessories	<u>27</u>	<u>%</u>
	Dealer Installed Attachments/Implements & Accessories	<u>25</u>	<u>%</u>
	Warning Light Installation	<u>\$500</u>	
	Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed)	<u>\$250</u>	
	DELIVERY (DAYS ARO):	<u>180</u>	
	Additional Discount for orders of three (3) or more units:	<u>0</u>	<u>%</u>



**Oconee County
Council**



September 11, 2018

SCRPA/SCAP
James E. Headley, Executive Director
P.O. Box 1046
Lexington, SC 29071-1046

Re: Fair-Oak Youth Center

Dear Mr. Headley:

This letter is written in response to your letter of August 17, 2018 and your email of August 20, 2018 to the Oconee County Attorney, David Root. It appears that SCRPA/SCAP has misinterpreted Oconee County Council's letter of May 1, 2018.

Contrary to the assertions in your letter and email, Oconee County has not deemed the Fair Oak Youth Center ("FOYC") an agent of the County. Oconee County has also not attempted to create a "service area for youth recreation programs" in the Fair Oak Elementary attendance zone.

Oconee County's letter of May 1, 2018 was simply purposed to show support for FOYC's efforts to establish itself as a youth sports and recreation provider. As you know, Oconee County does not provide youth sports and recreation programs, though it endeavors to support those entities within its boundaries that do.

I hope this letter clears up any confusion.

Edda Cammick, Chairwoman
District I

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

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

E-mail:
ksmith@oconeesc.com

Edda Cammick,
Chairwoman
District I

Wayne McCall
District II

Paul A. Cain
District III

Julian Davis, III
Vice Chair
District IV

J. Glenn Hart
Chair Pro Tem
District V



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 11, 2018
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]: **Graphic Design/Special Projects (full time position within Oconee Economic Alliance)**

BACKGROUND DESCRIPTION: Due to the additional workload, and to ensure continued Economic Development momentum, the Oconee Economic Alliance (“OEA”) requests that a new position be created for an employee to serve as Graphic Design/Special Project Coordinator. Funding for this position will initially be managed by a line-item transfer within the OEA budget. This position will handle all graphic design for various projects, websites, ad placement, and other county department requests. This position will be responsible for consistent social media messaging for OEA and the Think Oconee initiative.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]: The position will be a Grade 115 and the salary range will be \$32,966 - \$40,758

Check Here if Item Previously approved in the Budget.

Approved by: **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff’s recommendation that Council approve the addition of this staff position to ensure continued Economic Development momentum and consistency of efforts.

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.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

RESOLUTION 2018-11

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

EXHIBIT A

See Attached

Katie Smith

From: Katie Smith
Sent: Friday, August 24, 2018 2:20 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 25598 Confirmation

Looks good; thanks!

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

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Friday, August 24, 2018 2:15 PM
To: Katie Smith
Subject: Classified Ad# 25598 Confirmation

Please let me know if you approve this ad to run in the legals section of tomorrows edition of The Journal.

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:25598
Phone#:864-718-1023
Date:08/24/2018

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	08/25/2018	08/25/2018	1	21.85	21.85
Affidavit Fee	-	-	-	-	5.00

Payment Information:

Date:	Order#	Type
08/24/2018	25598	BILLED ACCOUNT

Total Amount: 26.85

Amount Due: 26.85

Comments: NOTICE OF PUBLIC HEARING - SEPTEMBER 11, 2018 AT 6PM

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

Ad Copy

NOTICE OF PUBLIC HEARING
 There will be a public hearing at 6pm,
 Tuesday, September 11, 2018 in Oconee
 County Council Chambers located at 415
 South Pine Street, Wallisla, SC 29691
 for the following ordinance:
 STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 Ordinance 2018-13
 AN ORDINANCE AMENDING CHAP-
 TER 32 OF THE OCONEE COUNTY
 CODE OF ORDINANCES, IN CER-
 TAIN LIMITED REGARDS AND
 PARTICULARS ONLY, REGARDING
 SIGN CONTROL; AND OTHER MAT-
 TERS RELATED THERETO.

Katie Smith

From: Katie Smith
Sent: Friday, August 24, 2018 2:31 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 25600 Confirmation

Looks good; thanks!

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

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Friday, August 24, 2018 2:26 PM
To: Katie Smith
Subject: Classified Ad# 25600 Confirmation

Please let me know if you approve this ad to run in the legals section of tomorrows edition of The Journal.

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:25600
Phone#:864-718-1023
Date:08/24/2018

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	08/25/2018	08/25/2018	1	17.99	17.99
Affidavit Fee	-	-	-	-	5.00

Payment Information:

Date:	Order#	Type
08/24/2018	25600	BILLED ACCOUNT

Total Amount: 22.99

Amount Due: 22.99

Comments: NOTICE OF PUBLIC HEARING - SEPTEMBER 11, 2018 AT 6PM - ORDINANCE 2018-23

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

Ad Copy

NOTICE OF PUBLIC HEARING
 There will be a public hearing at 6pm,
 Tuesday, September 11, 2018 in Oconee
 County Council Chambers located at 415
 South Pine Street, Wallisla, SC 29691
 for the following ordinance:
STATE OF SOUTH CAROLINA
OCONEECOUNTY
Ordinance 2018-23
AN ORDINANCE ESTABLISHING
THE FUND BALANCE POLICY FOR
OCONEE COUNTY; AND OTHER
MATTERS RELATED THERETO.

Katie Smith

From: Katie Smith
Sent: Friday, August 24, 2018 2:23 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 25599 Confirmation

Looks good; thanks!

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

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Friday, August 24, 2018 2:21 PM
To: Katie Smith
Subject: Classified Ad# 25599 Confirmation

Please let me know if you approve this ad to run in the legals section of tomorrows edition of The Journal.

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:25599
Phone#:864-718-1023
Date:08/24/2018

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	08/25/2018	08/25/2018	1	37.27	37.27
Affidavit Fee	-	-	-	-	5.00

Payment Information:

Date:	Order#	Type
08/24/2018	25599	BILLED ACCOUNT

Total Amount: 42.27

Amount Due: 42.27

Comments: NOTICE OF PUBLIC HEARING - SEPTEMBER 11, 2018 AT 6PM - ORDINANCE 2018-25

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

Ad Copy

NOTICE OF PUBLIC HEARING
 There will be a public hearing at 6pm, Tuesday, September 11, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCCONEE COUNTY
 Ordinance 2018-25

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LEASE AGREEMENT (EXTENDING THE TERM) BETWEEN OCCONEE COUNTY AS LESSOR AND CHRIST CENTRAL MINISTRIES, INC. / CHRIST CENTRAL MINISTRIES OCCONEE AS LESSEE FOR A PORTION OF THE FORMER OCCONEE COUNTY DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA, FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER, AND OTHER MATTERS RELATED THERETO.



September 11, 2018

Public Comment
SIGN IN SHEET
6:00 PM

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
✓1	Josh Gibson	Salem Water Extension
✓2	Lynne R. Martin	Salem Water Extension
✓3	Bill Roach	Salem Water Extension
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: September 11, 2018 6:00 p.m.**

Ordinance 2018-13 "AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SIGN CONTROL; 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

1.	Mike Johnson - Representing Planning Commission
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PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: September 11, 2018 6:00 p.m.

Ordinance 2018-25 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LEASE AGREEMENT (EXTENDING THE TERM) BETWEEN OCONEE COUNTY AS LESSOR AND CHRIST CENTRAL MINISTRIES, INC. / CHRIST CENTRAL MINISTRIES OCONEE AS LESSEE FOR A PORTION OF THE FORMER OCONEE COUNTY DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA, FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER; AND OTHER MATTERS RELATED THERETO."

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

Please PRINT your name

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PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING
DATE: September 11, 2018 6:00 p.m.

Ordinance 2018-23 "AN ORDINANCE ESTABLISHING THE FUND BALANCE POLICY FOR OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO."

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

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

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

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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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[Handwritten signature in blue ink across rows 10-15]

Ms. Cammick,

I am writing this letter in reference to importance of the extension of the Salem water line from Park Ave south to W Main st on N Hwy 11 in Salem.

Over the past 10 years my parents have ask several times for city water to be ran in this area, from Mayor Thurmond Coward to Mayor Dianne Head with each time being told no due to funding issues. My parents currently own 6 acres directly on the West side of N Hwy 11 in the area the projected water line would be ran. This property is currently being used as a rental property where my family and I temporarily reside and water is supplied to the property by means of a small well. My parents and I have discussed the potential future uses for this property, whether to keep it a rental property, build a business on as my dad nears retirement or to build my permanent residence on, all of which would benefit by having city water, but our property is not the only residential property that would benefit. Our neighbors who live on 13 acres next door also use a well to supply their home with water, although their well is sufficient for their uses as of now, Ms. Reid the property owner stated the future is a different story as they hoped one day their children or grandchildren will return and use their family property to build their permanent residences on, but unless they had the option of city water they would not be able to, because the same well would not support that type of usage and it would cost thousands for them to drill separate wells with the possibility they may never find a water source which is the same problem my parents and I face with our property, as I continued speaking with Ms. Reid she explained they were lucky to even have their current well, as she described her parents struggle to find a water source and that they had to drill several times through solid rock to get it which costed them thousands to do.

With the recent news of the potential water line being ran in the area was very exciting not only for residential use but the possibility it could allow new business growth and expansion, it got many folks in the community thinking about the possibilities. Salem and this particular area of N Hwy 11 is the gateway to our area lakes, waterfalls and hiking trails which attracts visitors by the thousands year round to explore our natural resources, resources that are used in

every piece of literature and advertisement by this county to promote new businesses, attract visitors as well as future property owners. Visitors from all over the world come to this small community just to see what we get to see on a daily basis and at times we take for granted, whether it be from catching a glimpse of the rare Oconee Bell in its short bloom each spring at our very own Devils Fork State Park or to see and feel the cool crystal clear waters of Lake Jocassee, to taking advantage of great fishing and boating fun to finding that perfect retirement home on Lake Keowee. If this area on N Hwy 11 had the water line in place there is the potential for economic growth here, it would allow the current businesses to be able to function more efficient, expand and operate to their fullest potential as well as allowing the current land owners the opportunity of opening their own businesses, creating well needed jobs in the community and providing nearby current and future residences a better water source adding more value to their properties. For example there are two buildings that sit empty in this area and have been for years because they cannot operate without the proper water source, just think of what those buildings could be one day! These buildings could be a lot if they had water in place. Especially since they are located in an area that could cater to the outdoor life and lake living that this county pushes and relies so heavily on for its own gain.

When we talk about growth of new businesses in this area we are not talking about and do not want a manufacturing plant at our front door like those located in the industrial park on S Hwy 11, which is something I feel Oconee County is more focused on and wants more of versus small business growth, but instead we are talking small local businesses owned by local people that the visitors and locals in this area could benefit from while visiting and living here but keeping that small town feel.

James + Heather O'Kelly 9-9-18
Mara Reed
Patricia Reed
Brittany Reed
Henry Evans

9-9-2018

We are centered
in a water line
Being put up north
Hwy 11 for us and
our family and
our neighbors and
Friends on Hwy 11
we ask you to
Consider our Petition.

Patricia Reid
Marian Reid
~~Patricia Reid~~
Britta Reid

My name is Lewis Nexsen, and I am an Oconee County taxpayer, landowner, and part time resident.

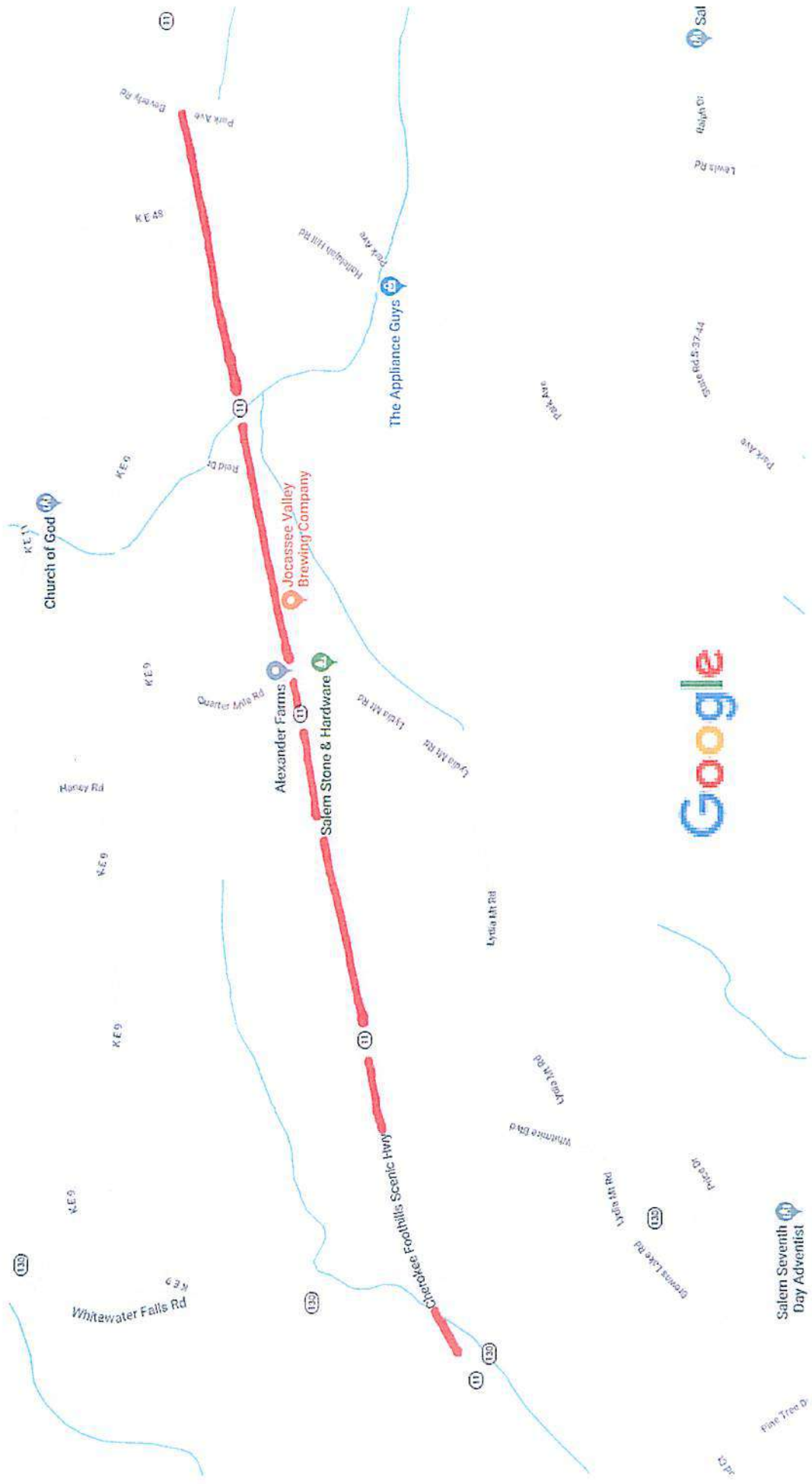
In June of this year, I met with Oconee Councilwoman Edda Armick to discuss a problem I had recently experienced during an attempted water well construction.

Although the drilling contractor I hired was SCDHEC licensed, many standard drilling procedures were violated. Even after citing the non-compliances to SCDHEC, no inspection or remedy was offered. When the agencies charged with safeguarding our most precious, essential resource (water) we have a very serious problem. Failure to take action against irresponsible well drillers endangers all water wells in that area, not solely the botched attempt on my property.

Even when the letter of the law is followed, a well in these hills is, at best, unpredictable.

Truth is, No degree of poisoning can safeguard our water resources. That said, the fewer wells attempted, especially where a suitable distribution system exists, certainly minimizes the risk to the aquifer.

Lewis Nexsen
PO Box 4639
Pinopolis, SC 29469
843-761-1850



Map data ©2018 Google 500 ft

Water System Acceptance Guidelines & Construction Policies for the Town of Salem

Acceptance Guidelines:

The following guidelines shall apply to all water system construction which is to be accepted by the Town of Salem for ownership, operation and maintenance. The following guidelines are general in nature. Additional requirements may apply to certain projects, as deemed necessary by the Town of Salem.

- The Town of Salem should be contacted in the preliminary project planning stage to determine if water supply (and storage) is presently available for your project.
- Make a written request to the Town of Salem prior to initiating design. The Town will respond as to its ability to provide water service to your project.
- Before initiating design, obtain a copy of the "Standard Construction Specifications for the Town of Salem". This document may be obtained at Salem Town Hall.
- All costs associated with the water system improvements shall be paid by the developer.
- The developer shall be responsible for obtaining all licenses, permits and approvals associated with the project. Note that a business license is required for anyone performing work within the Salem town limits.
- Submit a design package to the Town of Salem for review. The package must contain, at a minimum, the following items:
 - Two sets of construction plans. Plans views shall be maximum 1"=50' scale and shall include location map and profiles of all waterlines with utility crossings shown
 - Construction plans shall include, at a minimum, a plat of the property/development, surveyed locations of all existing structures or features within 20' of the proposed waterline, location of all proposed structures or features within 20' of the proposed waterline, all existing or proposed right-of-ways and easements, and details.
 - One set of calculations
 - Two sets of specifications, if specifications other than the standard Town specifications are used
 - 8 1/2" x 11" location map
 - Completed DHEC application form
 - Review fee (see attached schedule)

- **Upon complete review of the design package, the Town of Salem will issue comments regarding any necessary modifications. Once all documents meet the satisfaction of the Town, a conditional letter of acceptance shall be issued.**
- **Prior to construction, the following items must be addressed:**
 - **Provide Town of Salem with a copy of the SCDHEC construction permit, SCDOT/County encroachment permits (if applicable) and SCDHEC permitted construction plans**
 - **Schedule a pre-construction meeting with the Town of Salem, developer (or representative), engineer and contractor**
 - **Set up a construction inspection escrow account (see attached schedule)**
 - **Submittals of applicable appurtenances and equipment**
- **If construction changes are required, notify the Town of Salem in writing prior to initiating the change. The Town, or its representative, shall respond in writing regarding acceptance of the change. Only Town of Salem personnel shall operate existing system valves and hydrant.**
- **The Town of Salem, or its representative, shall have the right to access the site at all times for the purpose of inspecting the proposed water improvements. The Town of Salem requires 48 hours advance notice for water needed for filling/flushing of lines.**
- **The Town of Salem, or its representative, shall be notified at least 48 hours in advance of pressure testing of all new lines and shall have the opportunity to be present at the test.**
- **The Town of Salem, or its representative, shall be notified at least 48 hours in advance of bacteriological testing of all new lines and shall have the opportunity to be present at the time of collection.**
- **At the completion of the project, the Town of Salem shall be provided, at a minimum, the following items:**
 - **Two sets of as-built plans with dimensions and descriptions of all water system components. As-built shall include a schedule with stationing of all valves, services, fittings, etc.**
 - **A copy of the engineer's certification of the construction.**
 - **A copy of pressure test and bacteriological test results, certified by the engineer.**
 - **A schedule of items, quantities and unit prices of the complete labor, equipment and material costs to install the water system.**
 - **A copy of hydrant flow tests demonstrating static pressure, residual pressure and flows for all installed hydrants.**
 - **A deed to the water system improvements including exclusive 20' easements or right-of-way if not located within an existing right-of-way.**

- **Operation & maintenance manuals for all water system appurtenances.**

Upon receipt of the above items, the Town will schedule a final walkthrough. A final letter of acceptance will be issued once all punch list items are completed to the satisfaction of the Town.

- **The Developer/Contractor shall be responsible for all costs associated with onsite inspections required by the Town of Salem Water Department. This includes, but is not limited to, inspection of pipe laying, backfilling and pressure/leakage testing. Payment in full is required before water service is initiated.**
- **The owner/developer shall warranty the construction of all water system improvements for a period of one year after the improvements were placed into service. In the event that deficiencies are discovered during that time, the owner/developer shall correct such deficiencies to the satisfaction of the Town and shall bear all costs associated with such corrections.**

If an emergency occurs which requires immediate attention and the owner/developer's contractor cannot respond, the Town of Salem may elect to make such repairs and corrections as deemed necessary by the Town. The developer will reimburse the Town for any costs associated with such work.

Construction Policies:

The following construction policies shall apply to all work performed on, or in conjunction with, the Town of Salem's water system.

- No one other than the Town of Salem, or its authorized representative, shall operate any water system components. This includes, but is not limited to, valves, hydrants, blowoffs, pumps and tanks. This includes new valves installed at a connection to the existing water system.
- The Town of Salem shall be notified at least 48 hours in advance of any activity that will require disruption of water service.
- The Town of Salem shall be notified at least 24 hours in advance of miscellaneous water use and/or filling of tanks.
- The Town of Salem shall be duly notified of all construction activities as outlined in the acceptance guidelines section above.

OWNER'S CERTIFICATION:

I have read and understand the policies listed herein. I agree to abide by these policies at all times during the project. I understand that it is my responsibility to insure that my contractor complies with these policies and procedures in full.

_____ signed

_____ dated

_____ title

CONTRACTOR'S CERTIFICATION:

I have read and understand the policies listed herein. I agree to abide by these policies at all times during the project. I understand that it is my responsibility to insure that my company and all subcontractors comply with these policies and procedures in full.

_____ signed

_____ dated

_____ title



August 30, 2018

Mr. Ryan Hardin
Town of Salem

Re: QUOTE FOR WATER LINE – QUARTER MILE ROAD

2.5" Tap and Valve		\$3,450.00
60' Encased Bore		\$15,000.00
850' 2.5" Water		
Line	\$17,000.00	
Blow Off		\$1,100.00
3/4" Service (Excludes		
Meter)	\$950.00	
Testing and		
Sampling		\$2,450.00
TOTAL		\$39,950.00

Thank you for the opportunity to quote this project for you. Feel free to contact me with questions or concerns.

Heath Hutchinson
 HDH Construction Group, LLC
 864 903 4224 mobile
 2654 Fox Run Road
heath@hdhconstructiongroup.com
 Seneca, SC 29672
 License # 120522

SC

From: Andrew Allen AAllen@SeamonWhiteside.com
Subject: Re: Town of Salem
Date: Sep 11, 2018 at 1:22:05 PM
To: Work rhardin@salemisc.us

Ryan,

See below. Let me know if you need something more formal or something on letterhead.

Survey - \$1,500

Engineering Design - \$5,500

SCDOT Encroachment Permit - \$3,500

SCDHEC Land Disturbance Permit - \$2,500

Construction Observation - \$1,800

Total - \$14,800



Andrew Allen
Senior Civil Engineer

(864) 385-9102 Mobile
(864) 298-0534 x 524

AAllen@SeamonWhiteside.com
www.seamonwhiteside.com

From: Work <rhardin@salemisc.us>

To: aallen@seamonwhiteside.com

Date: 09/07/2018 04:31 PM

September 11, 2018

**Oconee County
Council**

SCRPA/SCAP
James E. Headley, Executive Director
P.O. Box 1046
Lexington, SC 29071-1046

Re: Fair-Oak Youth Center

Dear Mr. Headley:

This letter is written in response to your letter of August 17, 2018 and your email of August 20, 2018 to the Oconee County Attorney, David Root. It appears that SCRPA/SCAP has misinterpreted Oconee County Council's letter of May 1, 2018.

Contrary to the assertions in your letter and email, Oconee County has not deemed the Fair Oak Youth Center ("FOYC") an agent of the County. Oconee County has also not attempted to create a "service area for youth recreation programs" in the Fair Oak Elementary attendance zone.

Oconee County's letter of May 1, 2018 was simply purposed to show support for FOYC's efforts to establish itself as a youth sports and recreation provider. As you know, Oconee County does not provide youth sports and recreation programs, though it endeavors to support those entities within its boundaries that do.

I hope this letter clears up any confusion.



Edda Cammick, Chairwoman
District I

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

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

E-mail:
ksmith@oconeesc.com

Edda Cammick,
Chairwoman
District I

Wayne McCall
District II

Paul A. Cain
District III

Julian Davis, III
Vice Chair
District IV

J. Glenn Hart
Chair Pro Tem
District V



LEGAL NOTICES

LEGALS

business; and,
(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:
S.C. Department of Revenue,
ABL SECTION,
P.O. Box 125,
Columbia, SC 29214-0907;
or faxed to: (803) 896-0110.

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OCONEE COUNTY
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PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

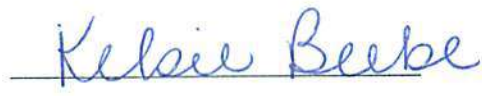
IN RE: NOTICE OF PUBLIC HEARING - SEPTEMBER 11, 2018 AT 6PM - ORDINANCE 2018-23

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 08/25/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
08/25/2018



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

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

LEGAL NOTICES**LEGALS**

business; and
(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:
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PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - SEPTEMBER 11, 2018 AT 6PM - ORDINANCE 2018-23

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 08/25/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
08/25/2018



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

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

business; and,
(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:
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PUBLIC NOTICE
Notice of special meeting of the Agricultural Advisory Board
The Oconee County Agricultural Advisory Board will hold special meetings September 24th and 25th at 2063 Sandifer Blvd. Seneca, SC 29678 during the Heritage Fair Chamber of Commerce dinner on the 24th and Farmer's appreciation dinner on the 25th, both at 6PM. The board will be present to answer and questions regarding the board's functions and duties. For more information call 864-364-5103

**CALL 882-2375
TO ADVERTISE**

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15 YEARS

Cynthia M. Kelley to Tracy C. Smith, block H, lots in Edwards Neill sub., \$22,000
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James E. Gardner to Nathan E. and Nancy T. Farrar, lot 49, Providence Ridge, \$30,000

Kelly Ann Byrd aka Kelly A. Hogsed to Kristen Davenger, lot 10 and MH, Cedar Wood, \$20,000

Clifton J. Powell to SK Builders Inc., lot 17, Falcons Lair, \$25,000

Triple Falls LLC to SK Builders Inc., lot 67, Clifabee Leas, \$36,000

Wendy Blair Brookes to Becky K. Becker and Mark Jarzewiak, lot 63, section VII, Bayshore Estates, \$370,000

Carrington Mortgage Services LLC to Secretary of Housing & Urban Development, 3.02 acres and right of way, Center, \$60,000

Flatrock Holding Co. LLC to Travis K. Chapman, lot 23, Eastwood Meadows, \$6,500

Jasen Nathanael and Jillian Paige Campbell to Katelin N. Domanski, lot 35, Dyar section, Cherokee Gardens, \$153,515

Robert E. and Diane Alexander to Sue Boughan, lot 12-B, Lake Cherokee, \$2,000

Wilma Alexander, Elsie D. Winchester, John D. Davis and Glen J. Davis to Timothy Eugene and Malesa Burrell Records, 3.26 acres, Keowee, \$35,000

Don Adkins to Brent K. Schipper, lot 25, Friendship Pointe, \$20,000

Barry R. Cooper to Brian J. and Anne E. Young, lot 3, Lakewood Estates, \$440,000

Ragenia A. Price Davis to Coya N. and Uzo Ike Brown, lot 98, Forest Hills, \$135,000

Lisa Stroud to Pamela Halverson, lots in Foxwood Hills Kinston section, \$12,000

Reba H. Stancell estate to Jason Bishop, 1.96 acres, Oconee County, \$36,000

Tillman G. Williams to Jose Magana, tracts in Oconee County, \$20,200

Wilmington Savings Fund Society DBA Christiana Trust, trustees, and Residential Credit Opportunities Trust III to Stephen Michael Caston, lot 9, Seneca, \$57,500

Cynthia M. Kelley to Tracy C. Smith, block H, lots in Edwards Neill sub., \$22,000

Jonathan P. and Michelle R. Giles to Richard L. Jr. and Kelly C. Long, block C, lots in Lake Cherokee, \$270,000

Kenneth A. and Linda K. Kayser to Kip R. Whitehead, unit 3, lots in Keowee Key, \$227,000

Edward F. an April L. McTier to Edward B. and Teresa E. Landing, lot 18, Moonlight Bay, \$290,000

Walter and Judy M. Knight to Christopher Christen, lots in Wagener, \$178,000

Holly Lynn Parrott to Justin Ahmed and Angela Hopton, lot 387, Oconee County, \$235,000

SD Justice aka Stephen D. Justice and Edna C. Justice to Richard and Darcie J. Weiner, lots in Oconee County, \$465,000

Dane M. and Susan A. Bales to Jeffrey Charles and Paige Addison Sweyer, lot 78, unit 2, Keowee Key, \$544,000

John and Janelle Stonebraker to Joey B. and Cherie Wright, lot 9, section J, Cliffs at Keowee Vineyards, \$1,375,000

Celeste Simmons to Jacob R. Perez, lot 76, section D, Foxwood Hills, \$99,800

John Plank to Simono Real Estate Investments LLC, lot 17, Pointe Harbor, \$840,000

Jose Alfredo Leon to Perez & Leon LP, lot in Wagener, \$165,000

James E. and Connie Lee Chesney to Thomas M. and Ashley W. Bates, tract 4, Whitewater, \$252,000

Kimberly D. Greig to David M. and Julie R. Kroeger, lot 15, Waterstone, \$175,000

Eleven Acquisitions LLC to John A. and Margaret G. Horst, lot 7 and restrictions, Timbercove, \$399,900

Gordon A. Gray to Anthony Garvin and Lynn C. Barker, lot 16 and boatslip 2, Westwood Bay, \$39,000

Linda A. Galbreath to Justin B. Galbreath, 5.01 acres, Tugaloo, \$500

Keowee Holdings LLC to Justin B. Galbreath, lot in Oconee County, \$25,000

Susan Roberts to Gordon D. and Martha A. Schneider, lot 87, Lake Che-O-Hee, \$205,000

Danny E. Cole to Jarrett B. and Rebekah N. Mize, 2.005 acres, Center, \$25,000

CEC Rentals LLC to Caleb Whitt, lots in Westminster, \$143,995

Joseph Allen Blandford to Tobe Sizemore III, lot 133, Oconee County, \$22,000

Caleb Whitt to David E. Bates, lot 24, Stonebrook, \$141,000

James E. Gardner to Nathan E. and Nancy T. Farrar, lot 49, Providence Ridge, \$30,000

Kelly Ann Byrd aka Kelly A. Hogsed to Kristen Davenger, lot 10 and MH, Cedar Wood, \$20,000

Clifton J. Powell to SK Builders Inc., lot 17, Falcons Lair, \$25,000

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - SEPTEMBER 11, 2018 AT 6PM - ORDINANCE 2018-25

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 08/25/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
08/25/2018



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

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