



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: April 18, 2017 6:00 p.m.**

Ordinance 2016-41 "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ADDITION OF AGRICULTURAL ZONING DISTRICTS, AMENDING AN EXISTING ZONING DISTRICT, AND AMENDING THE CONDITIONAL USES PROVISIONS CONTAINED IN CHAPTER 38; 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 Commissions appointed by Council should do so in an appropriate manner.

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

Signup 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, 413 South Pine Street, Wallisilla, South Carolina, 29691.

Please PRINT your name

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22.	Gwen McPhail Mike Smith JERRY BARRETT



Public Comment
SIGN IN SHEET
6:00 PM

April 18, 2017

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	Jean JENNINGS	Student Housing on Hwy 123
2	JENNY BANDETT	
3	Alexia Smith	Social Action Item from Delta Sigma Theta
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**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: April 18, 2017 6:00 p.m.**

Ordinance 2016-37 "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE NEAR THE OCONEE REGIONAL AIRPORT FOR THE PURPOSE OF RELOCATING EXISTING ABOVE-GROUND ELECTRICAL LINES TO UNDERGROUND LINES, AND OTHER MATTERS RELATED THERETO."

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Please submit written comments to the Clerk to Council, 415 South First Street, Waltham, South Carolina, 29691.

Please PRINT your name

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NONE



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: April 18, 2017 6:00 p.m.**

Ordinance 2017-07 "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO THE SCHOOL DISTRICT OF OCONEE COUNTY FOR OPERATION OF A SEWER SERVICE LINE AT THE FORMER OAKWAY INTERMEDIATE SCHOOL; AND OTHER MATTERS RELATED THERETO."

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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: 413 South Pine Street, Wallhalla, South Carolina 29894.

Please PRINT your name

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NOTE



AGENDA

OCONEE COUNTY COUNCIL MEETING

April 18, 2017

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

- March 31, 2017 Special Meeting
- April 4, 2017 Regular Meeting

Presentations to Council

- FY2018 SDOC Budget Steve Harvey / Gloria Moore

Administrator Report & Agenda Summary

Public Hearings for the Following Ordinances

Ordinance 2016-41 "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ADDITION OF AGRICULTURAL ZONING DISTRICTS, AMENDING AN EXISTING ZONING DISTRICT, AND AMENDING THE CONDITIONAL USES PROVISIONS CONTAINED IN CHAPTER 38; AND OTHER MATTERS RELATED THERETO."

Ordinance 2017-07 "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO THE SCHOOL DISTRICT OF OCONEE COUNTY FOR OPERATION OF A SEWER SERVICE LINE AT THE FORMER OAKWAY INTERMEDIATE SCHOOL; AND OTHER MATTERS RELATED THERETO."

Ordinance 2016-37 "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE NEAR THE OCONEE REGIONAL AIRPORT FOR THE PURPOSE OF RELOCATING EXISTING ABOVE-GROUND ELECTRICAL LINES TO UNDERGROUND LINES; AND OTHER MATTERS RELATED THERETO."

Third Reading of the Following Ordinances

Ordinance 2016-41 “AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ADDITION OF AGRICULTURAL ZONING DISTRICTS, AMENDING AN EXISTING ZONING DISTRICT, AND AMENDING THE CONDITIONAL USES PROVISIONS CONTAINED IN CHAPTER 38; AND OTHER MATTERS RELATED THERETO.”

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Second Reading of the Following Ordinances

First Reading of the Following Ordinances

Ordinance 2017-05 [Title Only] “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT ENTRY; THE GRANTING OF SPECIAL SOURCE CREDITS; THE INCLUSION OF PROJECT ENTRY IN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES.”

Ordinance 2017-08 [Title Only] “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT RAVEN; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES.”

First & Final Reading for the Following Resolutions

Resolution R2017-02 “A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY OCONEE COUNTY, SOUTH CAROLINA OF A FEE IN LIEU OF TAXES AGREEMENT WITH PROJECT ENTRY WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WOULD BE PROVIDED CERTAIN SPECIAL SOURCE CREDITS AGAINST FEE PAYMENTS, AND WOULD BE PLACED INTO A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK; AND RELATED MATTERS.”

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.

Resolution R2017-64 "A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY OCONEE COUNTY, SOUTH CAROLINA OF A FEE IN LIEU OF TAXES AGREEMENT WITH PROJECT RAVEN WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAX, AND RELATED MATTERS."

Discussion Regarding Action Items

- Response to Planning Commission's request for direction in relation to corridor planning
- Gravel donation request for Oconee County Baptist Camp Meeting
- Request "Amnesty Week" for Oconee County Public Library

Board & Commission Appointments (if ANY) [Seats listed are all co-terminus seats]
 Board of Zoning Appeals Districts II
 Building Codes Appeal Board District IV and 1 At Large Seat

Unfinished Business [to include Vote and/or demand on matters brought up for discussion, if required] [None scheduled]

New Business [to include items which may be scheduled for first action at a future meeting, if required] [None scheduled]

Council Committee Reports

Planning & Economic Development / Mr. Cain [03/14/2017]
 Law Enforcement, Public Safety, Health & Welfare / Mr. McCall [04/11/2017]
 Transportation / Mr. Hart [04/11/2017]

Executive Session

[to include items which may be taken 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:

Adjourn

Notice of Open House (AHS) available at: <http://www.oconee.org/2017/04/11/04112017-04112017-04112017/>
 All Districts also will make the Open House a part of their public safety training activities.
 County Council, County Board & Board of Health & Welfare, 225 North 1st Street, P.O. Box 1000, Oconee, SC 29110
 County Council, County Board & Board of Health & Welfare, 225 North 1st Street, P.O. Box 1000, Oconee, SC 29110

County Council shall be convened pursuant to the South Carolina Freedom of Information Act, Code of Laws, and the Model Rules of Parliamentary Procedure for South Carolina Counties, Amendment. The agenda may not be reduced or eliminated which Council may bring up for discussion at this meeting. Items on Council's agenda are for public review and discussion. Items on Council's agenda may be discussed, amended, modified or deleted in Council's agenda. Items on Council's agenda may be discussed, amended, modified or deleted in Council's agenda. Items on Council's agenda may be discussed, amended, modified or deleted in Council's agenda. Items on Council's agenda may be discussed, amended, modified or deleted in Council's agenda.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2016-41

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ADDITION OF AGRICULTURAL ZONING DISTRICTS, AMENDING AN EXISTING ZONING DISTRICT, AND AMENDING THE CONDITIONAL USE PROVISIONS CONTAINED IN CHAPTER 38; 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, the Agricultural District sections of Chapter 38 of the Code of Ordinances, as to the creation of two additional Agricultural Districts (AD-5 and AD-50) and the revision of Agriculture District (AD) and the requirements thereof; and

WHEREAS, County Council has therefore determined to modify Chapter 38 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 38-10.6 (AD) of the Code of Ordinances is restated as Section 38-10.6.1.

2. Section 38-10.6.2 and Section 38-10.6.3 of the Code of Ordinances, entitled *Agriculture District 5 (AD-5) and Agriculture District 50 (AD-50)*, including *Definition* and *Intent*, are hereby created to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference.

3. Section 38-5.18 through Section 38-5.24 of the Code of Ordinances are hereby created to read as set forth in Attachment C, in order to add Conditional uses to the Zoning Use Matrix and add additional conditions to land uses to be found within the *Agriculture District (AD), Agriculture District 5 (AD-5) and Agriculture District 50*.

4. The Zoning Use Matrix found in Section 38 is hereby amended to read as set forth in Attachment B, which is attached hereto and incorporated herein by reference.

5. The “Official Zoning Map, Oconee County, South Carolina” will be updated as necessary and appropriate. *See O.C. Code 38-3.1.*

6. County Council hereby declares and establishes its legislative intent that Attachments A, B, and C, hereto, as may be amended from time to time, become the applicable zoning provisions of the County, or part thereof, with regard to the sections amended by Attachments A, B, and C, from and after their adoption; states its intent to so adopt Attachments A, B, and C; 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, South Carolina Code, 1976, as amended.

7. 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.

8. 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 Attachments hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior 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.

9. 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.

10. This Ordinance shall take effect and be in full force and effect from and after third (3rd) reading and enactment by County Council, and will apply to all zoning processes initiated after first (1st) reading hereof. All processes actually initiated by submitting a properly and legally completed petition to the County, at a minimum, prior to first (1st) reading of this ordinance and the establishment of the pending ordinance doctrine thereby, shall be completed under the zoning rules and regulations of Chapter 38 of the Code of Ordinances, as in effect prior to final adoption of this ordinance.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2017.

ATTEST:

Katie Smith,
Clerk to Oconee County Council

Edda Cammick, Chair
Oconee County Council

First Reading: December 20, 2016
Second Reading: March 21, 2017 – Tabled / April 4, 2017
Public Hearing: April 18, 2017
Third Reading: April 18, 2017

ATTACHMENT A
To Ordinance 2016-41
Creation of Section 38-10.6.2 and Section 38-10.6.3
Of the Oconee County Code of Ordinances

Sec. 38-10.6.2 - Agriculture district 5 (AD-5).

Title: Agriculture district 5.

Definition: Those areas that have traditionally been and continue to be significantly intertwined with agricultural activity and production.

Intent: To facilitate the protection of farm land while allowing sufficient latitude for reasonable development opportunities that enhance the welfare of area residents without imposing negative impacts on agricultural activities.

Dimensional requirements:*

	Density and Lot Size			Minimum Yard Requirements			Maximum Non-Agricultural Building Area
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	
Agricultural and Residential Uses	5 acres (217,800 sf)	1 dwelling per 5 acres*	100	35	10	20	10% of Total Lot Area
Non-Agricultural and Non-residential Uses	Minimum Lot Size		Minimum Yard Requirements			Maximum Non-Agricultural and Non-Residential Building Area	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)		
	5 acres (217,800 sf)	100	35	10	20	50% of Total Lot Area	

*Dwellings dedicated to housing farm employees shall be excluded in calculating maximum density.

Sec. 38-10.6.3 - Agriculture district (AD-50).

Title: Agriculture district 50.

Definition: Those areas in which agriculture has traditionally, and continues to, be a dominant factor in both the economic prosperity and lifestyle of residents.

Intent: To protect and promote the sustainability of agriculture in Oconee County by limiting the negative impacts resulting from non-agricultural activities on the remaining concentration of prime farm lands.

Dimensional requirements:*

	Density and Lot Size			Minimum Yard Requirements			Maximum Non-Agricultural Building Area
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	
Agricultural and Residential Uses	50 acres (2,178,000 sf)	1 dwelling per 25 acres*	100	100	250	250	10% of Total Lot Area
Non-Agricultural and Non-residential Uses	Minimum Lot Size		Minimum Yard Requirements			Maximum Non-Agricultural and Non-Residential Building Area	
	Min. Lot Size		Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	50% of Total Lot Area
	50 Acres (2,178,000 sf)		100	100	250	250	

*Dwellings dedicated to housing farm employees shall be excluded in calculating maximum density.

All parcels of record duly recorded in the Oconee County Register of Deeds office on or before [enter date of adoption of this amendment] may be subdivided to create one non-conforming lot, provided resulting parcels conform with all minimum width and setback standards. The Planning Commission may for good cause approve additional subdivisions for bona fide family transfers.

ATTACHMENT B
To Ordinance 2016-41

Zoning Use Matrix

Uses	TRD	AD	AD S	AD 50	ARD	CD	RRD	PR LD	RD	LRD	CCD	HCD	ID	MUD
Zoning Use Matrix														
Agricultural production, crops, livestock, and poultry	P	P	P	P	X	P	P	X	X	X	X	X	X	X
Agricultural production, crops, livestock, and poultry (excluding commercial chicken houses, commercial hog parlors, and commercial feed lots)	P	P	P	X	P	P	P	X	P	X	P	P	P	X
Agricultural support services- veterinarians, kennels, feed/seeds, supply stores, implements, etc.	P	P	C	C	P	X	P	X	X	X	P	P	P	X
Air strips	S	S	X	X	X	X	S	X	X	X	X	S	S	X
Auction houses	P	P	C	X	S	X	P	X	X	X	P	P	X	C
Auditorium/Indoor Public Assembly	P	S	X	X	X	X	X	X	X	X	P	P	X	X
Bed and Breakfast Inns	P	C	C	X	P	S	P	X	S	S	C	P	X	X
Building and Trade Contractors, including materials and supply uses	P	P	X	X	S	X	X	X	X	X	P	P	P	P
Cemeteries and accessory uses	P	P	P	X	P	P	P	X	P	X	C	P	P	P

Civic, fraternal, professional, and political organizations	P	P	X	X	P	X	P	X	S	X	P	P	X	P
Commercial Fishing, Hunting and Trapping	P	P	P	P	S	S	S	S	X	X	X	X	X	X
Communications towers	S	S	S	S	S	S	S	S	X	X	S	S	S	S
Conservation subdivisions	C	C	X	X	C	S	C	X	C	C	X	C	X	C
Convenience stores (excluding motor vehicle services)	P	S	X	X	S	X	S	X	X	X	P	P	P	P
Correctional facilities and half-way houses	X	X	X	X	X	X	X	X	X	X	X	X	S	X
Day Care Facilities (all ages)	P	X	X	X	S	X	S	X	S	S	P	P	X	S
Distribution and other Warehouses	P	C	C	C	X	X	X	X	X	X	S	P	P	S
Educational buildings, and Research Facilities (all types)	S	S	S	S	X	S	S	P	S	X	P	P	P	S
Emergency services	P	P	P	P	P	X	P	X	P	P	P	P	P	P
Farm and roadside markets	P	P	P	P	P	P	P	P	X	X	P	P	X	X
Financial Services	P	X	X	X	X	X	X	X	X	X	P	P	X	P
Forestry/Silviculture	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Fuel supply services	X	P	X	X	X	X	X	X	X	X	S	P	P	S
Funeral homes and services	X	X	X	X	X	X	X	X	X	X	P	P	X	P
Golf courses, country clubs, driving ranges	S	X	S	X	S	X	X	X	P	P	X	P	X	X

Government buildings (excluding correctional facilities)	P	S	S	X	X	S	P	P	P	X	P	P	P	P
Group Homes	S	X	X	X	S	X	S	S	S	X	X	X	X	S
Greenhouses, nurseries, and landscape commercial services	P	P	P	P	P	S	P	X	X	X	P	P	P	P
Gun and Archery clubs and shooting ranges	S	P	S	P	X	S	S	X	X	X	X	S	X	X
Health care services, service retail, and emergency short-term shelters	P	S	S	S	S	X	P	X	X	X	P	P	X	P
Home occupations and businesses	C	P	P	P	C	C	C	X	C	C	C	C	X	C
Hotels, Motels, and Inns	S	X	X	X	X	X	X	X	X	X	P	P	X	X
Laundry Mats	P	X	X	X	P	X	X	X	X	X	P	P	X	P
Laundry and dry cleaning services	P	P	X	X	X	X	X	X	X	X	P	P	X	S
Light Manufacturing	P	C	C	C	X	X	X	X	X	X	S	P	P	S
Liquor stores and bars	X	X	X	X	X	X	X	X	X	X	S	S	X	S
Lumber and saw mills (permanent)	P	P	X	S	X	X	X	X	X	X	X	X	P	X
Lumber and saw mills (portable)	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Manufactured Home Dealer	X	X	X	X	X	X	X	X	X	X	X	P	P	X
Heavy Manufacturing	X	X	X	X	X	X	X	X	X	X	X	S	P	X

Marinas	S	S	X	X	S	X	S	S	S	S	P	P	P	X
Mini storage or mini warehouses	X	X	X	X	X	X	X	X	X	X	P	P	P	X
Mining	S	S	X	X	X	X	X	X	X	X	X	X	X	X
Mixed Use Buildings and parcels	P	C	C	C	X	X	P	X	S	X	P	P	X	P
Motor vehicle parking and garages (as a principal business use)	X	X	X	X	X	X	X	X	X	X	P	P	P	X
Motor vehicle sales and rental	S	X	X	X	X	X	X	X	X	X	P	P	P	X
Motor vehicle services and repair	P	P	X	X	P	X	X	X	X	X	C	P	P	C
Motor vehicle services and gas stations (excluding truck stops)	P	C	C	C	X	X	P	X	X	X	P	P	P	P
Movie theater	P	X	X	X	X	X	X	X	X	X	S	P	X	X
Multi-family residential development (structures containing 5 or more residential units)	P	X	X	X	S	X	X	X	S	S	S	P	X	S
Multi-family residential development (structures containing no more than 4 residential units)	P	X	X	X	S	X	X	X	P	S	S	S	X	P
Museums, cultural centers, historical sites, sightseeing, and similar institutions	P	P	C	C	P	S	P	P	P	X	P	P	X	P

Office uses, general	P	X	X	X	X	X	X	X	S	X	P	P	X	P
Outdoor Retail	P	P	P	X	P	X	P	X	X	X	P	P	X	C
Places of worship	P	P	P	P	P	P	P	P	P	P	P	P	S	P
Public, Private, and Commercial parks and recreation, camping or social facilities	P	P	C	X	P	S	P	P	P	S	P	P	X	X
Public and private utilities	P	P	P	P	P	P	P	P	X	X	P	P	P	P
Railroad stations	P	X	X	X	X	X	X	X	X	X	P	P	P	X
Residential care facilities	S	X	X	X	X	X	S	X	S	X	P	P	X	S
Restaurants (up to 2,500 square feet)	C	P	C	E	S	X	C	X	X	X	P	P	S	P
Restaurants (greater than 2,500 square feet)	S	S	S	X	X	X	S	X	X	X	P	P	S	S
Retail uses (up to 5,000 square feet)	P	S	S	X	S	X	P	X	X	X	P	P	P	P
Retail uses (5,000—50,000 square feet)	S	X	X	X	X	X	S	X	X	X	X	P	P	S
Retail uses (greater than 50,000 square feet)	X	X	X	X	X	X	X	X	X	X	X	P	S	X
Roadside Stands	P	P	P	P	P	P	P	X	P	P	P	P	P	P
Salvage yard, Junkyard, and Recycling Operations	S	S	S	X	X	X	X	X	X	X	X	X	P	X
Single-family detached residential	P	P	P	P	P	P	P	X	P	P	P	P	X	P

Single-family subdivisions (10 units or less)	P	S	X	X	P	X	P	X	P	P	P	X	X	P
Single-family subdivisions (more than 10 units)	S	X	X	X	X	X	X	X	P	P	S	X	X	S
Solid waste landfill and Waste Management Services, (excluding hazardous waste)	S	X	X	X	X	X	X	X	X	X	X	X	S	X
Taxidermy, slaughter houses and wild game processing	P	P	P	P	S	S	P	X	X	X	S	S	X	X
Waste management services (excluding hazardous waste)	S	X	X	X	X	X	X	X	X	X	X	X	P	X

X—Not permitted

P—Permitted

C—Conditional use - permitted if conditions are met

S—Special exception - approved by Board of Zoning Appeals

(Ord. No. 2012-14, § 1, 5-15-2012)

ATTACHMENT C
To Ordinance 2016-41

ARTICLE 5. - CONDITIONAL USES

Sec. 38-5.0. - [Use.]

The standards listed in this section shall be applied in addition to any and all zoning district requirements applicable for the use specified. The zoning official may require site plans, technical specifications, and/or any other reasonable documentation necessary to verify compliance.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.1. - [Reserved.]

Sec. 38-5.2. - Auction houses (zoning districts: AD-5, MUD).

All noises and excess light shall be controlled so as not to be detrimental or cause a nuisance to nearby residential or commercial uses. A landscape plan which provides for screening and buffering of a minimum width of 15 feet shall be submitted at the time of application for a zoning permit. Parking areas shall be no closer than 15 feet from the boundary of any adjoining parcel, and bordered on adjoining sides by a landscaped area which contains an evergreen screen a minimum of four feet in height.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.3. - Bed and breakfast inns (zoning districts: AD, AD-5, CCD).

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

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.4. - Cemeteries and accessory uses (zoning district: CCD).

Adequate ingress and egress shall be provided for and commercial cemeteries greater than 30 sites shall provide access points on two thoroughfares.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.6. - Conservation subdivision (zoning districts: TRD, AD, ARD, RRD, RD, LRD, HCD, MUD).

- (a) A licensed landscape architect shall design the site layout and preliminary layout plans for the subdivision
- (b) A minimum of 50 percent of the gross area shall be preserved as green space.
- (c) Lot size may be reduced to 10,000 square feet provided that a nontraditional septic system is approved by the South Carolina Department of Health and Environmental Control (DHEC). An

increase in green space by at least 15 percent shall permit the developer to decrease the minimum lot size by 20 percent (to 8,000 square feet).

- (d) Views of house lots from exterior roads and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping.
- (e) At least half of the lots shall directly abut conservation land or face conservation lands from across the street.
- (f) Covenants and restrictions governing the preservation of green space, wetlands, and other sensitive lands shall be recorded with the final subdivision plat prior to any sales. A statement assigning the home owners association responsibility for maintaining the conservation land shall be clearly placed on the final subdivision plat.
- (g) All conservation lands shall be contiguous to provide for integrated open space throughout the subdivision, excluding thoroughfares. Long thin strips of conservation land (less than 150 feet in width) shall be prohibited.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.7. - Home occupations (zoning districts: TRD, ARD, CD, RRD, RD, LRD, CCD, HCD, MUD).

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

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.8. - Motor vehicle services and repair (zoning district: CCD, MUD).

Space shall be provided in the rear of the building for long term and overnight storage of vehicles. No more than three working bays shall be permitted, unless otherwise approved by the board of zoning appeals.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.9. - Outdoor retail (zoning district: MUD).

Setbacks from the roadway shall be a minimum of 50 feet. Parking shall be clearly designated area apart from the merchant stands. Fire access shall be maintained throughout the entire outdoor retail area with fire lanes and thoroughfares that are a minimum of 20 feet wide. All adjacent residential areas shall be screened or buffered so as to ensure that the visual impacts are minimized. See Appendix A for screening and buffering guidelines.

(Ord. No. 2012-14, § 1, 5-15-2012)

[Secs. 38-5.10—38-5.16. - Reserved.]

Sec. 38-5.17. - Restaurants (up to 2,500 square feet) (zoning districts: TRD, AD-5, AD-50, RRD).

Sufficient off-street parking shall be provided to accommodate the average amount of expected traffic utilizing the said business. A minimum of ten spaces shall be provided off of the public thoroughfare. Whenever feasible all parking shall occur to the rear or side of the business.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.18. – Agricultural support services-veterinarians, kennels, feed/seeds, supply stores, implements, etc. (zoning district: AD-5, AD-50).

Agricultural support services shall be permitted as an accessory land use only.

(Ord. No. 2016-41, § 38, TBD)

Sec. 38-5.19. – Distribution and other Warehouses (zoning district: AD, AD-5, AD-50).

Space shall be used exclusively for equipment customarily associated with agricultural use.

(Ord. No. 2016-41, § 38, TBD)

Sec. 38-5.20. – Light Manufacturing (zoning district: AD, AD-5, AD-50).

Space shall be used exclusively for equipment customarily associated with agricultural use.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.21. – Mixed-Use Buildings and parcels (zoning district: AD, AD-5, AD-50).

A minimum of one land use established on a parcel shall be reserved as agricultural use.

(Ord. No. 2016-41, § 38, TBD)

Sec. 38-5.22. – Motor vehicle services and gas stations (excluding truck stops) (zoning district: AD, AD-5, AD-50).

Space shall be used exclusively for equipment customarily associated with agricultural use. No commercial sale of petroleum products or retail sales shall be permitted.

(Ord. No. 2016-41, § 38, TBD)

Sec. 38-5.23. – Museums, cultural centers, historical sites, sightseeing, and similar institutions (zoning district: AD-5, AD-50).

Space shall be used exclusively for display of items customarily associated with agriculture. This includes uses associated with the term "agri-tourism".

(Ord. No. 2016-41, § 38, TBD)

Sec. 38-5.24. – Public, Private, and Commercial parks and recreation, camping or social facilities (zoning district: AD-5).

Space shall be used exclusively for the gathering of persons on topics customarily associated with agriculture. This includes uses associated with the term "agri-tourism".

(Ord. No. 2016-41, § 38, TBD)

DRAFT

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2017-07

AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO THE SCHOOL DISTRICT OF OCONEE COUNTY FOR OPERATION OF A SEWER SERVICE LINE AT THE FORMER OAKWAY INTERMEDIATE SCHOOL; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of a parcel of land situate in Oconee County formerly known as the Oakway Intermediate School ("County Property"); and

WHEREAS, the School District of Oconee County ("SDOC") wishes to acquire from the County, and the County wishes to grant to SDOC, certain easement rights for the operation of a sewer service line on and/or through the County Property; and

WHEREAS, the form, terms, and provisions of the "Easement Agreement" now before the Oconee County Council ("Council"), a copy of which is attached hereto as Exhibit "A," are acceptable to Council for the purpose of giving effect to the easement rights sought by SDOC; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina authorizes the County to transfer or otherwise dispose of interests in real property.

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

1. Council hereby approves the Easement Agreement.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement 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 and as the Administrator shall approve, upon the advice of legal counsel to the County, such Administrator's approval to be deemed given by his execution of the Easement Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easement Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.
5. All orders, ordinances, resolutions, and enactments of Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Council.

ORDAINED in meeting, duly assembled, this ____ day of _____,
2017.

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick, Chair, County Council
Oconee County, South Carolina

ATTEST:

Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

First Reading: March 21, 2017
Second Reading: April 4, 2017
Public Hearing: April 18, 2017
Third Reading: April 18, 2017

Exhibit A

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Oconee County (hereinafter “Grantor”), for and in consideration of the sum of One and 00/100 (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the School District of Oconee County (hereinafter “Grantee”), its successors, and assigns a perpetual non-exclusive easement over, across, beneath, and through a portion of Grantor’s property. Grantor’s property is shown as “TRACT 2 +/- 29.423 AC.” on the survey of Stephen R. Edwards, recorded February 14, 2017 in Book B578, pages 8-9, records of the Oconee County Register of Deeds, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter “Grantor’s Property”).

The “Easement Premises,” defined below, is located within Grantor’s Property and is established for the purposes set forth herein, specifically for the establishment of a sanitary sewer service easement, such that Grantee may operate, repair, and maintain a sewer service line (the “Line”) in compliance with all applicable local, state, and federal laws. The Easement Premises is shown on Exhibit “A” and is designated “Proposed 20’ Sewer Easement” both on the primary survey of Grantor’s Property and within the referenced insert, being a width of twenty (20’) feet and bearing N51°43’56”E, distance 121.32’.

This easement agreement conveys to Grantee, its successors, assigns, agents, servants, employees, contractors, licensees, visitors, and guests the right to operate, repair, and maintain the Line within the Easement Premises. In the event that the Easement Premises is no longer used for such purpose, this Agreement shall be terminated, subject to the terms and conditions contained herein.

Grantor grants to Grantee the right to perform such maintenance and to make such changes, improvements, removals, repairs, alterations, substitutions, and replacements of or to the Line for the purposes stated herein, from time to time as Grantee may deem necessary and/or desirable. Grantee is granted reasonable ingress and egress rights in, on, over, and to such portions of Grantor’s Property, in addition to that contained within the described Easement Premises, as may be reasonably necessary to carry out the intent and purposes hereof and to the give effect to the rights granted herein.

Grantee shall be solely responsible for all maintenance, alterations, and repairs to the Easement Premises and the Line and must ensure that the Easement Premises and Grantor’s Property remain in proper and usable condition. Grantee shall have the right to enter the Easement Premises at all times to ensure that its maintenance and repair obligations may be met or to install alterations or additions to the Line. Following maintenance, repair, or alteration of the Line, Grantee shall promptly repair and restore any damage to Grantor’s Property and the Easement Premises arising or resulting from such work.

The easements and rights granted herein shall constitute perpetual covenants running with the land encumbered hereby until such time as this agreement is terminated by written agreement, executed by all parties, their successors or assigns, or as otherwise provided herein.

Exhibit A

See Attached

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-37

AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE NEAR THE OCONEE REGIONAL AIRPORT FOR THE PURPOSE OF RELOCATING EXISTING ABOVE-GROUND ELECTRICAL LINES TO UNDERGROUND LINES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of three parcels of land situate in Oconee County and designated by TMS numbers 256-00-04-002, 256-00-01-015, and 256-00-01-006, as shown on the accompanying diagram attached hereto as "Exhibit A" and incorporated herein by reference ("County Property"); and

WHEREAS, Blue Ridge Electric Cooperative, Inc. ("Blue Ridge Electric") wishes to acquire from the County, and the County wishes to grant to Blue Ridge Electric, certain easement rights for, generally and without limitation, the construction, maintenance, alteration and replacement of one or more electric lines, for overhead or underground electric transmission, distribution and communication lines over, across, under and through certain portions of the County Property as well as Nebo Church Road and Airline Road (collectively, the "Easements"); and

WHEREAS, the form, terms, and provisions of the Electric Line Right-of-Way Easements (the "Easement Agreements") now before the Oconee County Council ("Council"), copies of which are attached hereto as "Exhibit B," are acceptable to County Council for the purpose of giving effect to the Easement rights; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina authorizes the County to transfer or otherwise dispose of interests in real property:

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

1. Council hereby approves the Easements, subject to and in conformity with the provisions of the Easement Agreements.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreements on behalf of the County in substantially the same form as attached hereto as Exhibit B, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by his execution of the Easement Agreements.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easements in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination

shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

5. All orders, resolutions, and enactments of the Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick, Chair, County Council
Oconee County, South Carolina

ATTEST:

Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

First Reading: November 15, 2016
Second Reading: April 4, 2017
Public Hearing: April 18, 2017
Third Reading: April 18, 2017

4. To enter upon said property to make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient.
5. To keep and maintain, as the Cooperative deems necessary, the Easement Premises clear of all structures, trees, stumps, roots, shrubbery, and undergrowth along said lines, facilities, or structures for a space of up to the right-of-way widths listed in Item 2.
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak, or leaning trees or limbs outside of the Easement Premises which, in the opinion of the Cooperative, might interfere with or fall upon the electric or communication facilities within the Easement Premises.
7. To implement the following provisions: Construction of new multi-phase underground power line parallel to the northern property line. See Exhibit "A".

The parties further mutually agree as follows:

1. The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said Easement Premises. The Grantor agrees that no wells shall be dug on said Easement Premises, that no septic tank, absorption pits, or underground storage tanks shall be placed on the Easement Premises, that no building or other structures shall be erected thereon; and that said Easement Premises shall not be used for burial grounds.
2. The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges, or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.

3. Cooperative shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may be claimed to have arisen directly from or out of (i) any damage, accident, injury, or other similar occurrences in or on the Property, including the Easement Premises, due to Cooperative's negligence or misconduct or (ii) the use, maintenance or repair of the Easement Premises by Cooperative, its guests, invitees, agents or contractors.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

The Grantor covenants that it is the owner of the above described lands.

**Signed, sealed, and delivered
in the presence of:**

OCONEE COUNTY, SOUTH CAROLINA

Witness

By: _____ (Seal)

Name: _____

Titel: _____

Witness

**Signed, sealed, and delivered
in the presence of:**

**BLUE RIDGE ELECTRIC COOPERATIVE,
INC.**

Witness

By: _____ (Seal)

Name: _____

Title: _____

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, the _____ of Oconee County, South Carolina.

Notary Public for _____
Name: _____
My Commission Expires: _____
(SEAL)

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, the _____ of Blue Ridge Electric Cooperative, Inc.

Notary Public for _____
Name: _____
My Commission Expires: _____
(SEAL)

S/O # _____
ACCT # _____
JOB # _____
DATE _____

ADDENDUM TO ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA) Map No. Near _____
COUNTY OF OCONEE) Tax Map 256-00-04-002

This agreement is hereby entered into this ____ day of _____ between Oconee County, South Carolina, hereinafter referred to as “County,” and Blue Ridge Electric Cooperative, hereinafter referred to as “Blue Ridge” or “Cooperative,” to set forth additional terms and conditions of the Electric Line Right-Of-Way Easement granted this day to Blue Ridge by County.

WITNESSETH

It is agreed by and between the parties that the underlying easement shall be subject to the additional terms and conditions contained in this addendum:

1. The easement shall not be exercised by the Cooperative in a manner so as to prevent or unreasonably interfere with the use and enjoyment of the Property or any portion of the Property by Grantor, its employees, servants, agents, and invitees.
2. The items to be constructed, installed, operated, etc. on the Easement Premises shall be constructed, installed, and operated in a safe manner, consistent with all applicable laws, industry standards, manufacturers’ requirements, and the like.
3. Any damage to the Property caused by the Cooperative’s activities on the Property, shall be replaced or repaired by the Cooperative to the satisfaction of the Grantor.
4. The Cooperative shall not place, keep, store, or permit to be placed, kept or stored on the Property any equipment or materials except during the times Cooperative’s employees or agents are physically present and conducting activities permitted under this Agreement.
5. The easement granted shall be perpetual and run with the land except that it shall automatically terminate should the Cooperative, or any of its successors or assigns cease to operate or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more. The Cooperative shall give written notice to Grantor of its intent to cease operations and/or abandon the Easement Premises, and the

Exhibit A



4. To enter upon said property to make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient.
5. To keep and maintain, as the Cooperative deems necessary, the Easement Premises clear of all structures, trees, stumps, roots, shrubbery, and undergrowth along said lines, facilities, or structures for a space of up to the right-of-way widths listed in Item 2.
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak, or leaning trees or limbs outside of the Easement Premises which, in the opinion of the Cooperative, might interfere with or fall upon the electric or communication facilities within the Easement Premises.
7. To implement the following provisions: Construction of new single-phase underground power line on the north side of Airline Road that will connect to the existing underground power line. In addition, to construct new secondary underground power line to replace the overhead power line that provides power to Oconee Tax Parcel #256-00-01-011. See Exhibit "A".

The parties further mutually agree as follows:

1. The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said Easement Premises. The Grantor agrees that no wells shall be dug on said Easement Premises, that no septic tank, absorption pits, or underground storage tanks shall be placed on the Easement Premises, that no building or other structures shall be erected thereon; and that said Easement Premises shall not be used for burial grounds.
2. The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges, or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.

3. Cooperative shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may be claimed to have arisen directly from or out of (i) any damage, accident, injury, or other similar occurrences in or on the Property, including the Easement Premises, due to Cooperative's negligence or misconduct or (ii) the use, maintenance or repair of the Easement Premises by Cooperative, its guests, invitees, agents or contractors.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

The Grantor covenants that it is the owner of the above described lands.

**Signed, sealed, and delivered
in the presence of:**

Witness

Witness

OCONEE COUNTY, SOUTH CAROLINA

By: _____ (Seal)
Name: _____
Title: _____

**Signed, sealed, and delivered
in the presence of:**

Witness

Witness

**BLUE RIDGE ELECTRIC COOPERATIVE,
INC.**

By: _____ (Seal)
Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____,
2017, by _____, the _____ of Oconee County, South
Carolina.

Notary Public for _____
Name: _____
My Commission Expires: _____
(SEAL)

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____,
2017, by _____, the _____ of Blue Ridge Electric
Cooperative, Inc.

Notary Public for _____
Name: _____
My Commission Expires: _____
(SEAL)

S/O # _____
ACCT # _____
JOB # _____
DATE _____

ADDENDUM TO ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA) Map No. Near _____
COUNTY OF OCONEE) Tax Map 256-00-01-015

This agreement is hereby entered into this ____ day of _____ between Oconee County, South Carolina, hereinafter referred to as "County," and Blue Ridge Electric Cooperative, hereinafter referred to as "Blue Ridge" or "Cooperative," to set forth additional terms and conditions of the Electric Line Right-Of-Way Easement granted this day to Blue Ridge by County.

WITNESSETH

It is agreed by and between the parties that the underlying easement shall be subject to the additional terms and conditions contained in this addendum:

1. The easement shall not be exercised by the Cooperative in a manner so as to prevent or unreasonably interfere with the use and enjoyment of the Property or any portion of the Property by Grantor, its employees, servants, agents, and invitees.
2. The items to be constructed, installed, operated, etc. on the Easement Premises shall be constructed, installed, and operated in a safe manner, consistent with all applicable laws, industry standards, manufacturers' requirements, and the like.
3. Any damage to the Property caused by the Cooperative's activities on the Property, shall be replaced or repaired by the Cooperative to the satisfaction of the Grantor.
4. The Cooperative shall not place, keep, store, or permit to be placed, kept or stored on the Property any equipment or materials except during the times Cooperative's employees or agents are physically present and conducting activities permitted under this Agreement.
5. The easement granted shall be perpetual and run with the land except that it shall automatically terminate should the Cooperative, or any of its successors or assigns cease to operate or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more. The Cooperative shall give written notice to Grantor of its intent to cease operations and/or abandon the Easement Premises, and the

SIGNED, sealed and delivered

In the presence of:

BLUE RIDGE ELECTRIC COOPERATIVE, INC.

First Witness

By: _____ (SEAL)

Its: _____

Second Witness

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF OCONEE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, the _____ of Blue Ridge Electric Cooperative, Inc.

Notary Public for _____

My commission expires: _____

(SEAL)

4. To enter upon said property to make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient.
5. To keep and maintain, as the Cooperative deems necessary, the Easement Premises clear of all structures, trees, stumps, roots, shrubbery, and undergrowth along said lines, facilities, or structures for a space of up to the right-of-way widths listed in Item 2.
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak, or leaning trees or limbs outside of the Easement Premises which, in the opinion of the Cooperative, might interfere with or fall upon the electric or communication facilities within the Easement Premises.
7. To implement the following provisions: Construction of new multi-phase underground and overhead power line to the west side of Nebo Church Road. Also the construction of a single-phase underground power line parallel to Shiloh Road and Airline Road. See Exhibit "A".

The parties further mutually agree as follows:

1. The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said Easement Premises. The Grantor agrees that no wells shall be dug on said Easement Premises, that no septic tank, absorption pits, or underground storage tanks shall be placed on the Easement Premises, that no building or other structures shall be erected thereon; and that said Easement Premises shall not be used for burial grounds.
2. The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges, or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.

3. Cooperative shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may be claimed to have arisen directly from or out of (i) any damage, accident, injury, or other similar occurrences in or on the Property, including the Easement Premises, due to Cooperative's negligence or misconduct or (ii) the use, maintenance or repair of the Easement Premises by Cooperative, its guests, invitees, agents or contractors.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

The Grantor covenants that it is the owner of the above described lands.

**Signed, sealed, and delivered
in the presence of:**

OCONEE COUNTY, SOUTH CAROLINA

Witness

By: _____ (Seal)

Name: _____

Title: _____

Witness

**Signed, sealed, and delivered
in the presence of:**

**BLUE RIDGE ELECTRIC COOPERATIVE,
INC.**

Witness

By: _____ (Seal)

Name: _____

Title: _____

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, the _____ of Oconee County, South Carolina.

Notary Public for _____
Name: _____
My Commission Expires: _____
(SEAL)

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, the _____ of Blue Ridge Electric Cooperative, Inc.

Notary Public for _____
Name: _____
My Commission Expires: _____
(SEAL)

S/O # _____
ACCT # _____
JOB # _____
DATE _____

ADDENDUM TO ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA) Map No. Near _____
COUNTY OF OCONEE) Tax Map 256-00-01-006

This agreement is hereby entered into this ____ day of _____ between Oconee County, South Carolina, hereinafter referred to as "County," and Blue Ridge Electric Cooperative, hereinafter referred to as "Blue Ridge" or "Cooperative," to set forth additional terms and conditions of the Electric Line Right-Of-Way Easement granted this day to Blue Ridge by County.

WITNESSETH

It is agreed by and between the parties that the underlying easement shall be subject to the additional terms and conditions contained in this addendum:

1. The easement shall not be exercised by the Cooperative in a manner so as to prevent or unreasonably interfere with the use and enjoyment of the Property or any portion of the Property by Grantor, its employees, servants, agents, and invitees.
2. The items to be constructed, installed, operated, etc. on the Easement Premises shall be constructed, installed, and operated in a safe manner, consistent with all applicable laws, industry standards, manufacturers' requirements, and the like.
3. Any damage to the Property caused by the Cooperative's activities on the Property, shall be replaced or repaired by the Cooperative to the satisfaction of the Grantor.
4. The Cooperative shall not place, keep, store, or permit to be placed, kept or stored on the Property any equipment or materials except during the times Cooperative's employees or agents are physically present and conducting activities permitted under this Agreement.
5. The easement granted shall be perpetual and run with the land except that it shall automatically terminate should the Cooperative, or any of its successors or assigns cease to operate or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more. The Cooperative shall give written notice to Grantor of its intent to cease operations and/or abandon the Easement Premises, and the

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 18, 2017
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2017-05 [Title Only] "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT ENTRY; THE GRANTING OF SPECIAL SOURCE CREDITS; THE INCLUSION OF PROJECT ENTRY IN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES."

First & Final Reading of Resolution R2017-02 "A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY OCONEE COUNTY, SOUTH CAROLINA OF A FEE IN LIEU OF TAXES AGREEMENT WITH PROJECT ENTRY WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WOULD BE PROVIDED CERTAIN SPECIAL SOURCE CREDITS AGAINST FEE PAYMENTS, AND WOULD BE PLACED INTO A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK; AND RELATED MATTERS."

BACKGROUND DESCRIPTION:

The Oconee Economic Alliance, on behalf of the County, has worked with this company's leadership to secure this economic development opportunity for our community that will yield additional capital investment, increase in property tax revenues and both direct and indirect jobs for our community.

Ordinance 2017-05 will authorize the execution and delivery of a negotiated special source revenue credit between Oconee County and Project Entry to offset infrastructure costs paid for by the company related to their project. This ordinance will also provide this project the "multi-county industrial park" designation and establishes the "park" with Pickens County.

Resolution R2017-02 authorizes and makes known the incentives offered by the County related to this economic development project and the investment(s) expected by this economic development project, known as Project Entry.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

N/A

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional informarices 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: 0 - N/A

Approved by: _____ Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council take the following actions: [1] approve Ordinance 2017-05 on first reading and [2] approve Resolution R2017-02 on first and final reading.

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.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: April 18, 2017

COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2017-08 [Title Only] "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT RAVEN; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES."

First & Final Reading of Resolution R2017-04 "A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY OCONEE COUNTY, SOUTH CAROLINA OF A FEE IN LIEU OF TAXES AGREEMENT WITH PROJECT RAVEN WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAX; AND RELATED MATTERS."

BACKGROUND DESCRIPTION:

The Oconee Economic Alliance, on behalf of the County, has worked with this company's leadership to secure this economic development opportunity for our community that will yield additional capital investment, increase in property tax revenues and both direct and indirect jobs for our community.

Ordinance 2017-08 will authorize the execution and delivery of a fee in lieu of tax agreement ("Agreement") between Oconee County and Project Raven. The Agreement will be entered into pursuant to Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the "PILOT Statute") and will provide the Company with the benefits allowed pursuant thereto for a period of thirty years for each component of the Project placed in service during the standard "Investment Period" (as that term is defined in the PILOT Statute), with the calculation of the fee thereunder on the basis of a fixed assessment ratio of 6%, and a fixed millage rate of the applicable millage rate at the Project site as of July 1, 2016, which the parties hereto believe to be 215 mils. It is anticipated that the Project will represent an investment of not less than \$8 million in the County.

Resolution R2017-04 authorizes and makes known the incentives offered by the County related to this economic development project and the investments(s) expected by this economic development project, known as Project Raven.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

N/A

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: 0 - N/A

Approved by: **Grants**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

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.

It is the staff's recommendation that Council take the following actions: [1] approve Ordinance 2017-08 on first reading and [2] approve Resolution R2017-04 on first and final reading.

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.

INDUCEMENT RESOLUTION NO. R2017-02

A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY OCONEE COUNTY, SOUTH CAROLINA OF A FEE IN LIEU OF TAXES AGREEMENT WITH PROJECT ENTRY WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WOULD BE PROVIDED CERTAIN SPECIAL SOURCE CREDITS AGAINST FEE PAYMENTS, AND WOULD BE PLACED INTO A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK; AND RELATED MATTERS

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "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 (the "FILOT Statute"), to enter into agreements with any qualifying industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through which powers the development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, the County is recruiting an investment in the County by Project Entry (the "Company"), for the construction and up-fitting of a facility to be used by students and faculty of Clemson University (the "Project");

WHEREAS, the Council, in order to induce the Company to locate the Project in the County, has been asked to commit to the Company that the Council will take certain actions and provide certain incentives, including entering into a fee-in-lieu of taxes ("FILOT") agreement, which will provide certain benefits to the Company, if the Company locates the Project in the County;

WHEREAS, it is anticipated that the Project will represent a minimum investment of Sixty Million Dollars (\$60,000,000) in new taxable investment within the County in a five year period and that the Project may exceed the investment of Sixty Million Dollars (\$60,000,000) in new taxable investment;

WHEREAS, the Company has requested the County to provide a special source credit against the Company's payments in lieu of taxes for the Project in the Park (hereinafter referred to as the "SSC") pursuant to Section 4-1-175 of Chapter 1 of Title 4 of the Code (the "Act") for the purpose of defraying the cost of acquiring or enhancing the infrastructure for the Project, including the acquisition of improved real property; and

WHEREAS, the County and Pickens County, South Carolina (“Pickens County”) have entered into a Joint County Industrial and Business Park Agreement, as amended from time to time (the “Park Agreement”), for the creation of a joint county industrial and business park (the “Park”) pursuant to Section 4-1-170 of the Act, and the Project property is already in, or can be added to the Park (subject to the consent of any municipality within which the Project property is located), by an existing Park Agreement or a new Park Agreement, and the Company has requested the County to so include the Project site in the Park, in order to enable payment of the Infrastructure Credit, as described herein, and the County has agreed to do so, to the extent within its control; and

WHEREAS, the County agrees to provide a SSC of forty one and 5/10ths percent (41.5%) of the Company’s fee in lieu of tax liability for the Project in the Park for seven (7) years provided the Company agrees to, and does invest not less than Sixty Million Dollars (\$60,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5th) year after the year of execution of the FILOT Agreement, which full amount of investment, without regard to depreciation, will be maintained for not less than seven (7) years from the end of the year of placing the full amount “in service”, with not less than Forty-Five Million Dollars (\$45,000,000) of that new investment, without regard to depreciation, being maintained for the remaining term of the FILOT Agreement.

WHEREAS, the County has determined and found after considering all relevant factors and criteria as prescribed by law that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, keeping of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Statute and that the Project would serve the purposes of the FILOT Statute.

NOW, THEREFORE, BE IT RESOLVED by the Oconee County Council that:

1. The County and Pickens County have entered into a Joint County Industrial and Business Park Agreement, as amended from time to time (the “Park Agreement”), for the creation of a joint county industrial and business park (the “Park”) pursuant to Section 4-1-170 of the Act, and the Project property is already in, or can be added to the Park (subject to the consent of any municipality within which the Project property is located), by an existing Park Agreement or a new Park Agreement, and the Company has requested the County to so include the Project site in the Park, in order to enable payment of the SSC, as described herein, and the County hereby agrees to do so, to the extent within its control; and

2. If the Company locates the Project in the Park in the County and invests not less than Sixty Million (\$60,000,000) of new taxable investment in the Project prior to December 31, 2022, the Council, upon request by the Company, hereby agrees to enter into one or more agreements under the FILOT Statute (“FILOT Agreement”) that will provide the Company with the benefits allowed pursuant to a FILOT agreement for twenty (20) years for each component of the Project placed in service during the standard “Investment Period” (as that term is defined in the FILOT Statute), the calculation of the annual FILOT payments on the basis of a fixed assessment ratio of 6%, and a fixed millage rate of the rate applicable to the Project site, for all taxing entities, as of July 1, 2016, which the Parties hereto believe to be 215.0 mils.

3. The County agrees to provide an SSC of forty one and 5/10ths percent (41.5%) of the Company’s fee in lieu of tax liability for the Project in the Park for the first seven (7) years that FILOT payments are made for the Project in the Park, provided the Company agrees to and does invest not less than Sixty Million Dollars (\$60,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5th) year after the end of the tax year of execution of the FILOT Agreement, which full investment, without regard to depreciation, will be maintained for not less than seven (7) years from the end of the year of placing the full amount “in service”, with not less than Forty-Five Million Dollars (\$45,000,000) of that new investment, without regard to depreciation, being maintained for the remaining term of the FILOT Agreement.

4. The provisions, terms and conditions of the FILOT Agreement shall be prescribed and authorized by subsequent ordinance(s) of the Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

5. 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 Council.

6. It is the intention of the Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Statute.

APPROVED AND ADOPTED IN A MEETING DULY ASSEMBLED THIS 18th day of April 2017.

By: _____
Edda Cammick, Chair of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2017-04**

**A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS,
THE EXECUTION AND DELIVERY BY OCONEE COUNTY, SOUTH
CAROLINA OF A FEE IN LIEU OF TAXES AGREEMENT WITH
PROJECT RAVEN WITH RESPECT TO A PROJECT IN THE
COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO
PAYMENT OF CERTAIN FEES IN LIEU OF TAX; AND RELATED
MATTERS**

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "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 (the "FILOT Statute"), to enter into agreements with any industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through which powers the development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, the County is recruiting an investment in the County by Project Raven (the "Company"), in the form of an expansion of its facility for the purpose of manufacturing electronic meters and products in the County (the "Project");

WHEREAS, the Council, in order to induce the Company to expand the Project in the County, has committed to the Company that the Council will take certain actions and provide certain incentives, including entering into a fee-in-lieu of taxes ("FILOT") agreement with the Company for the Project in the County, if the Project so qualifies, which incentives provide certain benefits to the Company;

WHEREAS, it is anticipated that the Project will represent an investment of not less than \$8 million in the County (without regard to whether some or all of the investment is included in a FILOT arrangement);

WHEREAS, the County has determined and found after considering all relevant factors and criteria as prescribed by law (with assistance, to the extent needed, from the South Carolina Department of Revenue and/or Board of Economic Advisors) that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic

development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the FILOT Statute and that the Project would serve the purposes of the FILOT Statute.

NOW, THEREFORE, BE IT RESOLVED by the Oconee County Council that, if the Company expands its facilities in the County through the investment in the Project and creates the investment indicated above:

1. The Council, upon request by the Company, hereby agrees to enter into one or more agreements under the FILOT Statute that will provide the Company with the benefits allowed pursuant to a FILOT agreement for thirty years for each component of the Project placed in service during the standard "Investment Period" (as that term is defined in the FILOT Statute), with the calculation of the fee thereunder on the basis of a fixed assessment ratio of 6%, and a fixed millage rate of the applicable millage rate at the Project site as of July 1, 2016, which the parties hereto believe to be 215 mils.
2. The Council agrees to provide the Company with the most favorable provisions allowable under the FILOT Statute with respect to the disposal and replacement of property.
3. To the extent permitted by the FILOT Statute, the Council agrees to waive the recapitulation requirements set forth in the FILOT Statute, to the extent that and so long as the Company provides the County with copies of all filings and reports which the Company is required to make under the FILOT Statute.
4. The Council agrees to enter into and execute the appropriate agreements and other documents to implement the provisions of this Resolution and such other provisions as the Company may request consistent with this Resolution and such applicable statutes.
5. The provisions, terms and conditions of the FILOT Agreement shall be prescribed and authorized by subsequent ordinance(s) of the Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.
6. It is the intention of the Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Statute.

APPROVED AND ADOPTED IN A MEETING, DULY ASSEMBLED, THIS 18th DAY OF April, 2017.

By: _____
Edda Cammick Chair of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina



OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



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

April 05, 2017

Ms. Edda Camrick
Chairwoman
Oconee County Council

RE: Corridors

Madam Chair,

At your retreat this year, corridors were listed as a priority. The Planning Commission met on April 3, 2017, and discussed this topic. Per our discussion it was agreed by all members, that we ask the County Council members to give us your feed back as to exactly what you are looking for this to include.

Please provide to us, the areas of the county to address, including priority, and ideas that can be presented to us, so that we can effectively begin to work on this.

Please do not hesitate to contact me with any questions.

Regards,

David Owabey
Chairman

Organizational Donation Request Form

Oconee County, South Carolina

Organization Requesting Funding:	Oconee County Baptist Camp Meetings INC		
Form of Legal Organization:	Nonprofit	State/Federal ID Number:	47-4577308
Total of this Request:		One-time or Repeating:	One-time
Organization's Mission Statement			
Website:		Year Organization was founded:	2015
Contact Information			
Contact Name(s):	Curtis Tilson		
Organization's Mailing Address:	702 Burns Mill rd	City, State:	West Union SC Zip Code: 29696
Phone Number:	784 5768	Fax Number:	
E-mail:			
Purpose of Request			
gravel donation requested for church retreat, pole barn structure located @ Dean Rd in Westminster.			
total of 6 churches involved in this request			
Prior Year(s) Funding (if applicable)			
None.			
Expenditure Details			
Please provide a detail description of how funds will be spent, for example salary, supplies, equipment, capital items, etc.			
Description			Amount
no funds requested, only donation of gravel requested - quarry dust and gravel needed 100 tons! but will accept any amount given			
Total \$..
Required Attachment(s)			
<input checked="" type="checkbox"/> 1) Most recent financial statements, if not already provided. <input checked="" type="checkbox"/> 2) Non-profit determination letter from IRS or State, if applicable and not already provided.			
Finance will not release any funds until they have all required attachments and approval from County Council.			

* church is non-profit & are tax exempt

* does not need all @ once

- can use some now @ construction site

- will need all by end of August, 2017

Handwritten text at the top of the page, possibly a title or header.

Handwritten text in the middle section, possibly a list or a set of instructions.

Handwritten text in the lower middle section, possibly a paragraph or a detailed note.

Handwritten text in the lower section, possibly a list or a set of instructions.

* CHIRKIN IS NOT DRY & HAS TWO EXEMPT

Handwritten text at the bottom of the page, possibly a footer or a concluding note.

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Incorporation, Nonprofit Corporation

I, Mark Hammond, Secretary of State of South Carolina, Hereby Certify that:

OCONEE COUNTY BAPTIST CAMP MEETING, INC., a nonprofit corporation duly organized under the laws of the State of South Carolina on September 4th, 2015, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose.

Now, therefore, I, Mark Hammond, Secretary of State, by virtue of the authority in me vested by the S.C. Code Ann. §33-31-101 et seq., do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, of the S.C. Code of Laws and Acts amendatory thereto.

Given under my Hand and the Great Seal of the State of South Carolina this 8th day of September, 2015.


Mark Hammond, Secretary of State

Katie Smith

From: Katie Smith
Sent: Friday, March 24, 2017 3:37 PM
To: classadmgr@upstatetoday.com
Cc: Katie Smith
Subject: Public Hearing Ad Request

Please run in the next edition of your publication. Please respond to the email to confirm receipt.

“Notice of Public Hearing

There will be a public hearing on April 18, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

**STATE OF SOUTH
CAROLINA OCONEE
COUNTY**

ORDINANCE 2016-41

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ADDITION OF AGRICULTURAL ZONING DISTRICTS, AMENDING AN EXISTING ZONING DISTRICT, AND AMENDING THE CONDITIONAL USE PROVISIONS

**CONTAINED IN CHAPTER 38; AND
OTHER MATTERS RELATED THERETO."**

Please confirm receipt of this email by way of reply.

Katie D. Smith
Clerk to Council
Oconee County
415 S. Pine St. Walhalla
864.718.1023
Fx. 864.718.1024
ksmith@oconeesc.com

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

Katie Smith

From: Katie Smith
Sent: Monday, March 27, 2017 3:55 PM
To: classadmgr@upstatetoday.com
Subject: RE: Classified Ad# 21707 Confirmation

Yes, looks good. Thank you.

Katie D. Smith
Clerk to Council
Oconee County
415 S. Pine St. Walhalla
864.718.1023
Fx: 864.718.1024
ksmith@oconeesc.com

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Monday, March 27, 2017 10:30 AM
To: Katie Smith
Subject: Classified Ad# 21707 Confirmation

Please let me know if this is good to go.

THE JOURNAL

Classified Advertisi

**OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691**

**Acct#:63488
Ad#:21707
Phone#:864-718-1023
Date:03/27/2017**

Salesperson: MTOWE Classification: Legals Ad Size: 1.0 x 2.000

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	03/28/2017	03/28/2017	1	25.70	25.70
Affidavit Fee	-	-	-	-	5.00

Payment Information:

**Date: Order# Type
03/27/2017 21707 BILLED ACCOUNT**

Total Amount: 30.70

Amount Due: 30.70

Comments: Notice of Public Hearing

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 on
April 18, 2017 at 6pm in Oconee
County Council Chambers located at
415 South Pine Street
Walhalla, SC 29691
for the following ordinance:
STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2017-07
AN ORDINANCE GRANTING
CERTAIN EASEMENT RIGHTS TO
THE SCHOOL DISTRICT OF
OCONEE COUNTY FOR
OPERATION OF A SEWER
SERVICE LINE AT THE FORMER
OAKWAY INTERMEDIATE
SCHOOL AND OTHER MATTERS
RELATED THERETO.

Katie Smith

From: Katie Smith
Sent: Monday, March 27, 2017 3:53 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 21708 Confirmation

Yes, looks good. Thank you.

Katie D. Smith
Clerk to Council
Oconee County
415 S. Pine St. Walhalla
864.718.1023
Fx: 864.718.1024
ksmith@oconeesc.com

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

From: classadmgr@upstatetoday.com [[mailto: classadmgr@upstatetoday.com](mailto:mailto:classadmgr@upstatetoday.com)]
Sent: Monday, March 27, 2017 10:37 AM
To: Katie Smith
Subject: Classified Ad# 21708 Confirmation

Please let me know if this is good to go.

THE JOURNAL

Classified Advertising

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:21708
Phone#:864-718-1023
Date:03/27/2017

Salesperson: MTOWE Classification: Legals Ad Size: 1.0 x 2.20

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	03/28/2017	03/28/2017	1	28.27	28.27
Affidavit Fee	-	-	-	-	5.00

Payment Information:

Date: 03/27/2017 Order#: 21708 Type: BILLED ACCOUNT

Total Amount: 33.27

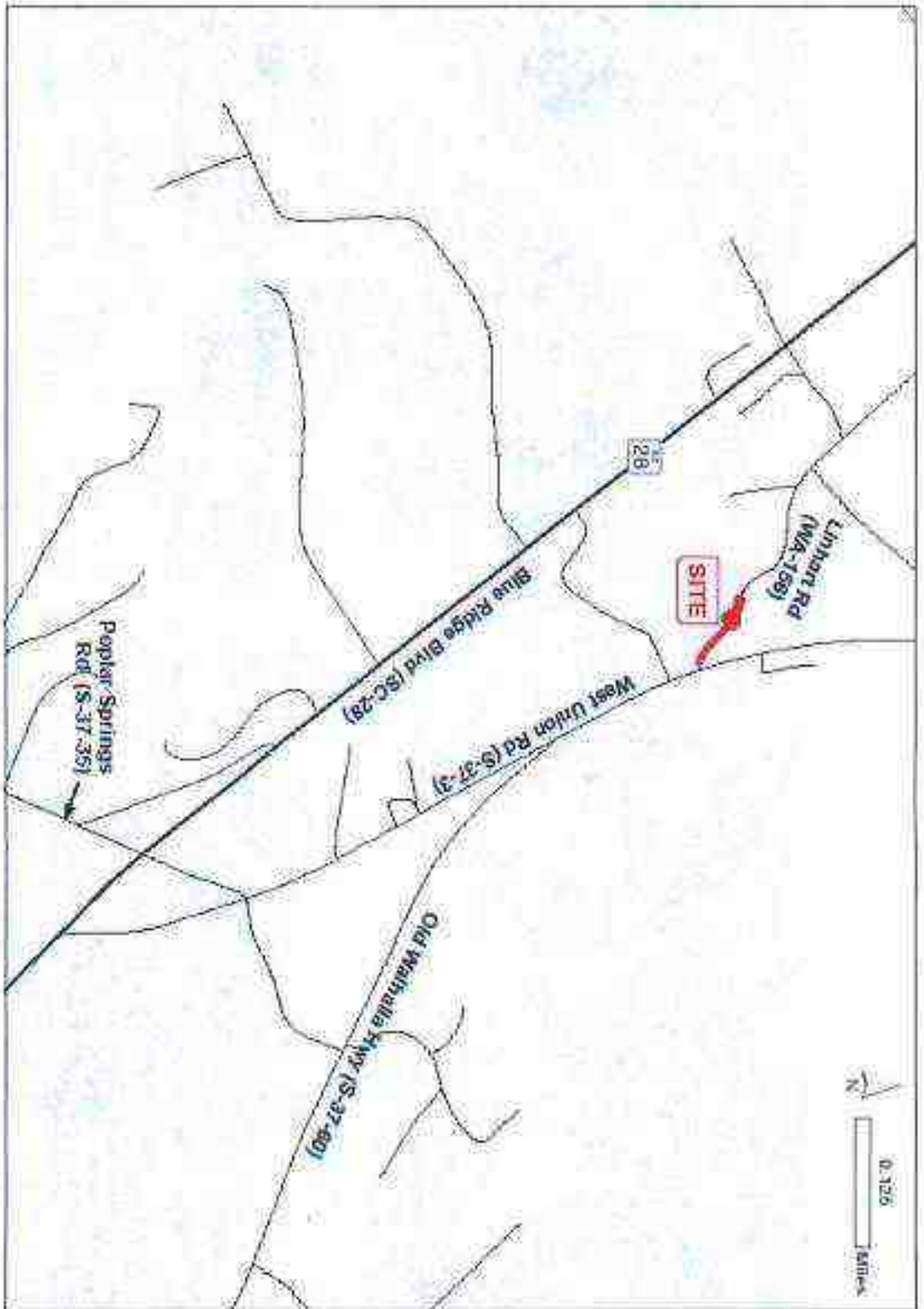
Amount Due: 33.27

Comments: Notice of Public Hearing

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Ad Copy

Notice of Public Hearing
There will be a public hearing on
April 18, 2017 at 6pm in Oconee
County Council Chambers located at
415 South Pine Street
Walhalla, SC 29691
for the following ordinance:
STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2016-37
AN ORDINANCE GRANTING CER-
TAIN EASEMENT RIGHTS TO
BLUE RIDGE ELECTRIC
COOPERATIVE NEAR THE
OCONEE REGIONAL AIRPORT
FOR THE PURPOSE OF
RELOCATING EXISTING ABOVE-
GROUND ELECTRICAL LINES TO
UNDERGROUND LINES; AND OTH-
ER MATTERS RELATED
THERE TO.









School District of Oconee
County Budget Request to
County Council
April 18, 2017

School District of
Oconee
County

State Funding of the Education Finance Act Obligations

Year	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18
State Obligation (from SBCB)	2,720	2,790	2,790	2,771	2,742	2,801	2,933	2,984
Actual Funding Level	1,630	1,880	2,012	2,101	2,120	2,220	2,370	2,400
Percent Funded	60	67	72	76	77	79	81	80.5

SDOC History of Local Revenue

Fiscal Year	2012	2013	2014	2015	2016	2017	2018
Local Taxes	40,425,054	42,006,424	42,006,424	42,833,424	43,911,108	44,964,686	48,402,680
State Tax Reimbursements	16,391,274	16,809,904	17,122,171	17,387,425	17,688,668	17,811,528	18,060,828
Total Approved SDOC Local Revenue	56,816,328	58,816,328	59,128,595	60,220,849	61,599,776	62,776,214	66,463,508

2018 amounts are not yet approved

SDOC General Fund Balance

Fiscal Year	Year End Fund Balance	% of Expenditures
2012	22,396,978	28.9
2013	22,114,434	26.7
2014	18,852,797	23.8
2015	19,381,490	21.4
2016	18,301,010	20.1
2017	18,861,394	20.1*

*Based on current budget projections

Seven Year History of School Millage

Year	10-11	11-12	12-13	13-14	14-15	15-16	16-17
Operations	107.1	101.4	110.1	110.1	110.1	110.1	110.1
Bonds	31.0	31.0	31.0	31.0	31.0	31.0	31.0
Total SDOC Levy	138.1	132.4	141.1	141.1	141.1	141.1	141.1



Budget Issues for 2017-18

- 2% increase in employer contributions to retirement. Unsure how much state will assist. Also have an additional 1% increase for the next 5 years.
- 3.3% increase in employer insurance costs (approximately \$330,000)
- TERI program ending means additional retirement payouts.
- Kept 7 MHC and added 2 SROs (over \$600,000 in additional salary and benefits to the general fund).

Projected SDOC Capital Improvement Borrowing Schedule 2016 - 21 (These numbers are estimates only. Actual amounts may vary.) Projects are dependent on board goals and funding available.

Date	Amount	Breakdown of Expenditures	
March-2016	\$15,400,000	\$ 500,000	Technology mill (\$100,000 for technology infrastructure)
		\$ 350,000	Capital improvement projects
		\$ 7,100,000	Ravenel renovation/addition (\$500,000)
		\$ 8,300,000	Fair Oak renovation/addition (\$265,000)
March-2017	\$ 14,500,000	\$ 500,000	Technology mill (\$100,000 for technology infrastructure)
		\$ 500,000	Capital improvement projects (SHS track \$450,000)
		\$ 2,775,000	HCC/Adult Ed/TCTC/Econ Development
		\$ 10,125,000	Unallocated (WOHS and Phase 1 of WAES)
March-2018	\$ 15,250,000	\$ 750,000	Unallocated (just found out we would get it)
		\$ 500,000	Technology mill (\$100,000 for technology infrastructure)
		\$ 500,000	Capital improvement projects
		\$ 6,750,000	HCC/Adult Ed/TCTC/Econ Development
March-2019	\$ 15,250,000	\$ 7,500,000	Unallocated (Phase 2 WAES)
		\$ 500,000	Technology mill (\$100,000 for technology infrastructure)
		\$ 500,000	Capital improvement projects
		\$ 12,900,000	HCC/Adult Ed/TCTC/Econ Development
March-2020	\$ 15,250,000	\$ 1,350,000	Unallocated
		\$ 500,000	Technology mill (\$100,000 for technology infrastructure)
		\$ 500,000	Capital improvement projects
		\$ 12,900,000	HCC/Adult Ed/TCTC/Econ Development
March-2021	\$ 15,250,000	\$ 1,350,000	Unallocated
		\$ 500,000	Technology mill (\$100,000 for technology infrastructure)
		\$ 500,000	Capital improvement projects
		\$ 12,900,000	Unallocated (property acquisition and pre-design work for SMS)??
		\$ 1,350,000	Unallocated



**Frequently
Asked
Questions**



How can you spend millions of dollars on building projects yet claim to have budget shortfalls?

Operational Budget

- 110.1 mils
- Pays salaries, benefits, utilities, supplies and materials, etc.
- 89% of budget in personnel

Capital Improvement Budget

- 31 mils
- Also called 8% money or “Brick and mortar” money
- Debt service
- Capital Improvement projects, building programs, and technology
- **Cannot be used for operational expenditures**



Explain the use of district credit cards

- We use purchasing cards for some purchases below \$2500.**
- No balances are carried forward therefore no interest is charged.**
- All purchases must meet the district procurement code guidelines.**
- Reduces paperwork and increases efficiency.**



Explain the food purchases on the purchasing cards

- Majority are “pass-through” money for field trips. Parents send the money to the school and the school makes one payment.
- Some are fundraisers.
- Meals are provided for advisory meetings, family nights, etc. as that encourages attendance/participation.
- There are also occasional working lunches, staff functions, etc.




Retirement info from the audit

- **There was an accounting change that required all districts to designate their portion of the state retirement liability. However, we are not required to pay that amount, nor is any other district.**




SDOC budget request summary

- **\$48,402,680 in local taxes and \$18,060,828 in State Tax Reimbursement for a total of \$66,463,508 to project a balanced budget.**



Oconee County
Administration




Amanda F. Brock
Public Information
Officer
Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864 638-4245
Fax: 864 638-4748

E-mail:
abrock@oconee-sc.com

COUNCIL



Edna Carverick
District I

Wayne McCall
District II

Paul Cain
District III
Chairman

Joel Thrift
District IV

Reginald T. Dexter
District V



04-18-2017

TO: County Council

RE: OCPL "Amnesty Week" Request

The OCPL is revamping its summer reading program this year. Instead of asking kids to read for an "X" amount of minutes, we are awarding them points based on the activities they do. For example, if they read a book they get 100 points, if they visit a park or a museum they get 25 points, if they pick up 20 pieces of litter they get 25 points, etc. What I was hoping to do was have a specific goal set – say 20,000 points – and if our library patrons meet the 20,000 points earned goal then then we will reward them with an amnesty week.

Why amnesty as reward? An outstanding balance of overdue fines can be a barrier to library use by those who most need it. To some patrons, the \$5 or \$10 required to restore library access could be all they have left in their bank accounts.

Library systems who have offered amnesty often see an uptick in their circulation and patron count, and many receive books back that they probably would have never gotten back without offering the amnesty (usually, the value of the books returned more than compensates for the money "lost" in the fines that were waived).

If allowed, the system would offer amnesty for overdue materials only. Patrons can bring any overdue materials in **good condition** to the library during the amnesty week to have overdue fees for those items waived. Any patrons with outstanding overdue fees can also have fines waived. It would be clearly stated in press releases that the amnesty will not cover lost or damaged materials, and refunds will not be given on previous fines paid.

The OCPL library system has not offered an amnesty day in years. They do an annual Food for Fines which waves up to \$5.00 in fines if canned goods are brought in, but a program which allows forgiveness of long overdue materials has not been held in many, many years.

Holding the amnesty week after summer reading and before school starts would also be a good way to get school aged children's accounts clear so they can utilize our library resources throughout the school year.



*Delta Sigma Theta Sorority,
Inc.*
Anderson (SC) Alumnae Chapter

4/18/17

Dear South Carolina Legislators:

The Anderson Alumnae Chapter of Delta Sigma Theta Sorority, Incorporated, would like to thank you for your service to the state of South Carolina. We are a private, not-for-profit organization whose purpose is to provide assistance and support through established programs in local communities throughout the world. Since its founding, more than 250,000 women have joined the organization. The organization is a sisterhood of predominantly African American, college educated women. The Anderson Alumnae Chapter was chartered on May 19, 1978 and has served Anderson, Oconee and Pickens Counties for over 38 years. Some of the programs we have sponsored include feeding the homeless and/or needy, providing collegiate scholarships, holding voter registration drives, and hosting educational forums that deal with the issues of human trafficking, health awareness and domestic violence. *Delta Sigma Theta Sorority, Inc. is also a non-partisan entity, and does not endorse candidates for election.*

Chapter Officers
2016-2018

Tracy Richardson
President

London Means
Vice President

Jaquelyn B.
Freeman
Treasurer

Lori M. Pinder
Financial
Secretary

Alesia Smith
Corresponding
Secretary

Johnice Moore
Recording
Secretary

We would like to take this opportunity to highlight just a few issues that we hope you will make a priority during this legislative session:

- **Voter rights:** This past year was the first year without a key enforcement provision of the Federal Voting Rights Act and South Carolina has recently enacted new voting restrictions. We hope you understand the importance of educating the community on these new laws so citizens who are the most impacted (elderly and minorities) are not discouraged from voting.
- **Racial profiling by law enforcement:** The profound racial disparities in arrests and convictions in South Carolina are a symptom of this country's many generations of social and economic discrimination based on race. We hope you are talking to your constituents of color about their experiences with law enforcement and supporting legislation that will hold police officers accountable.
- **Domestic violence:** South Carolina has been ranked as worst in the nation for deadly violence against women for numerous years. We hope you are supporting legislation that is specifically combating this statewide issue.
- **Education:** Unfortunately, it is common knowledge that South Carolina's rural schools have not received adequate resources to educate their students. It is our hope that you are diligently working on solutions to this problem and helping every child in this state get more than just a "minimally adequate" education.
- **Healthcare:** In South Carolina, African American babies are twice as likely to die by their first birthday compared to white babies. African American women are more likely to die of breast cancer and cervical cancer than white women. We hope you are doing everything you can to support affordable health care for all your citizens, including those who live in places where hospitals are not easily assessable.

These are just a few of the issues that we are hoping will take precedence on your long list of community concerns. If you would like help in organizing community events, spreading the word about local programs or just more information, please do not hesitate to email us at andersonhannaesc@gmail.com

Sincerely,

Tracy Richardson, President

Amber Lange, Social Action Chair

Post Office Box 1818, Anderson, SC 29622

andersondst.org



NOTES
PLANNING & ECONOMIC DEVELOPMENT
COMMITTEE MEETING
March 14, 2016

Discussion Regarding Scenic Highway Committee Ordinance

The discussion regarding the Scenic Highway Committee was referred from County Council to the Planning & Economic Development for discussion due to controversy and public concern over the Scenic Highway dissolution.

Lengthy discussion followed to include but not limited to:

- Not changing designation
- Citizens willing to serve and meet for committee meetings
- Not removing any scenic highway
- Has not had a meeting since 2014
- Objective of the committee is to hear considerations and recommend highways for future designations
- Move committee under another that is similar, i.e. Oconee Destination
- Anything that happens on the highway can be regulated thru the Planning Commission
- Ability to establish scenic corridors

It was the consensus of the Committee for the County Attorney to conduct research to see if the Scenic Highway can be regulated thru the Planning Commission.

Corridor Planning Discussion

Mr. Cain spoke about Corridor Planning utilizing a handout [copy filed with these minutes].

Lengthy discussion followed to include but not limited to:

- Traffic and Congestion
- 123 Corridor [from Clemson traveling toward Seneca on 123 or leaving Seneca traveling toward Clemson on 123]
- Hwy 93
- Speed limits
- SCDOT taking lead on Corridor Planning?

It was the consensus of the Committee for the County Administrator to receive quote and / or partner with Clemson and possibly share the cost.

Dilapidated / Uninhabited Buildings Discussion

Lengthy discussion followed to include but not limited to:

- Utica / Old Mill Village area
- Inability to tear down buildings due to cost
- Additional code enforcement officer; estimated cost would be \$50,000 to \$75,000, which includes salary, benefits, phones, etc.
- Through International Property Code; give notice to owners of dilapidated buildings to tear the structure down and failure to do so will result in the structure being removed by the County or bid it out, salvage materials, if any, and then place lien on property for what it cost.

It was the consensus of the Committee for the County Administrator to speak with the Sheriff regarding Code Enforcement.

Technology Incubator Discussion

Discussion included business incubator in Walhalla, citizens interested in starting up technologically based businesses, buildings that can be utilized, etc.

No action taken at this time.

Unfinished Business:

Discussion included spec building at Golden Corner Commerce Park noting the application had been submitted and is being processed with Santee Cooper.

No action taken at this time.



NOTES

LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH & WELFARE COMMITTEE MEETING

Mr. Wayne McCall, Chairman, District II

Mr. Julian Davis, District IV

Mr. Glenn Hart, District V

April 11, 2017

Discussion regarding proposed ordinance for structure and composition of Building Codes Appeal Board

This was requested by Community Development to update the Building Codes Appeal Board to include who is to be on the board, membership qualifications, etc. It was also noted the membership shall be constituted with two (2) architects, two (2) engineers, two (2) licenses contractors, and one (1) member of the construction materials industry.

Committee members asked to have the ordinance redrafted and to include the following:

- Membership shall be constituted with one (1) architect, one (1) engineer, four (4) licenses contractors, and one (1) member of the construction materials industry.
- Failure to recuse oneself based on a conflict of interest will be a basis of removal by County Council.

It was the consensus of the Committee to direct the County Attorney to update the Ordinance to reflect changes above and send to full Council for consideration.

Update and discussion regarding Statewide Mutual Aid Agreement

Mr. Scott Krein, Emergency Services, addressed the Committee regarding Statewide Mutual Aid Agreement. Statewide mutual aid allows sharing of assets from county to county and has direct mutual aid with surrounding counties. There has to be a pre-contract established prior to the event or it has to be completed once called to the event. Statewide Mutual Aid, which has been signed before, is being done again to make sure it is up to date.

It was the consensus of the Committee to send Resolution on May 2, 2017 to full Council to adopt the Statewide Mutual Aid Agreement.

Update and discussion regarding proposed revisions to the Oconee County Noise Ordinance

Updates to the Committee on the revisions that would need to be made to the noise ordinance to include but not limited to:

- 3 or more independent or individual complaints registered or 1 or more complainants and 1 law enforcement officer.
- 70 decibels during the day and 60 decibels at night during the specific time of 6:59 a.m. to 6:59 p.m. during daytime hours and 6:59 p.m. to 6:59 a.m. during nighttime hours.

It was the consensus of the Committee to direct the County Attorney to update the Ordinance and send to full Council for consideration.

Additionally, the Committee discussed the following:

- Update and discussion regarding DHEC Annual Inspection findings and mandate
- Update on Recycling Centers
- Update on Successful Old Tires Program
- Oconee Emergency Services Lake Patrol
- Legislative Update / Distracted Driving
- Fire & Rescue Boat Purchase
- Future Purchases of Fire Engines

The Committee took no action on these matters at this meeting.



NOTES

TRANSPORTATION COMMITTEE MEETING

Mr. Glenn Hart, District V, Chairman

Mr. Julian Davis, District IV

Ms. Edda Cammick, District I

April 11, 2017

Discussion regarding provisions in Chapter 26 of the Oconee County Code of Ordinances, specifically as to (1) maintenance of County roads and (2) acceptance of roads into the County road system

Maintenance of County roads

Discussion regarding Chapter 26 of the Oconee County Code of Ordinances and amend that portion to rescind any provisions of county maintenance of roads and Roads & Bridges Department develop a policy with approval of County Administrator.

It was the consensus of the Committee for the County Attorney to draft the Ordinance and bring to full Council for consideration.

Acceptance of roads into the County road system

Mr. Root addressed the Committee regarding acceptance of roads into county road system. Part of this discussion included:

- Drafting an ordinance language to make more user friendly specific to road construction as well as acceptance by County.
- Checklist required for developers understand and adhere to County policy for road construction and acceptance procedures.
- Revisions to ordinance to make more applicable specific to Oconee County and not specific to more rural areas, i.e. considerations for topography, density of developments, etc.
- Easier for navigations by developers.

It was the consensus of the Committee for the County Attorney to draft the Ordinance and bring to full Council for consideration.

Discussion regarding the proposed abandonment of a portion of Linhart Rd (WA-156)

Discussion followed regarding abandoning a portion of Linhart Road. The requested purpose of the abandonment is Sharpe Manufacturing is looking for room to expand their business. The proposed abandonment is for approximately 300 feet of the road on the West Union end of the road and a cul-de-sac would need to be constructed for proper turn around. Mr. Reid noted all home owners were in agreement with abandonment of the road for the following reasons:

- Speed
- Gravel road with curves and narrow at points
- Complaints from citizens
- More patrol from Oconee County Sheriff's Office (OCSO)

It was the consensus of the Committee to direct the Roads & Bridges Department to continue to work on the abandonment process.