

## MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held August 2, 1983 at 7:00 PM in Council Chambers with all members present.

Members of the press present: Dave Givens - Greenville News, Sharon Lucas - Anderson Independent, Dick Mangrum - WSNW Radio, David Cross - Seneca Journal.

The meeting was called to order by Supervisor-Chairman Crain who welcomed the guests and media.

The invocation was given by Mr. Harper.

Dr. Earle made a motion, seconded by Mr. Butts, approved 5 - 0 that the minutes of the July 19, 1983 meeting be adopted as printed.

First on the agenda was a public hearing to receive public comments concerning Ordinance 83-7, "An Ordinance to Identify all Roads in the Oconee County Road System".

A concerned citizen who recently built a house in the Heritage Farms area said he was seeking clarification on the effect this ordinance will have on the roadways in Heritage Farms.

Mr. Crain explained to him that there are three sections of roadway in the Heritage Farms area, one of these sections was paved in 1983 under the 1975 ordinance where the county does so much of the work and the developer does so much and it will be accepted into the system as a county maintained roadway when the owners give the county a proper deed of right-of-way which they have not done at this point.

There is one section of roadway in Heritage Farms that has been county maintained for some time and there is one section of roadway in Heritage Farms including one road that Duke Power has put a gate across, this section has not been worked for some time and can not be found on any prior county road map.

Dr. Earle said he felt that in the case where Duke Power had closed the roadway and in similiar cases when we don't know when the roadway was closed we should accomodate the property owners and residents as the roadway was there a long time before home rule.

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Mr. Alexander S. Macaulay, Attorney for Oconee Hospital and Mr. Robert Edwards, Chairman of the Hospital Board addressed Council concerning the proposed corporation reorganization of the hospital. After considerable discussion Mr. Crain said he would refer this matter to committee.

Mr. Joe Wallace of the US Forestry Service informed Council that due to a ruling of the US Secretary of Agriculture that hearings would be reopened nationwide to receive public input to determine if public sentiment has changed concerning RARE II, the two areas involved in Oconee County are Ellicott Rock Extension and Long Creek. Mr. Wallace stated that if his department received sufficient requests public hearings would also be held in Oconee County but that he did not feel that public sentiment in Oconee County had changed and that he felt public sentiment in Oconee County was opposed to RARE II. Supervisor-Chairman Crain and Council Members Dr. J. E. Earle and Alton K. Williams went on record as wanting public hearings to allow public input in the matter.

Mr. Brandt made a motion, seconded by Dr. Earle, approved 5 - 0 to renew a contract with the US Nuclear Regulatory Commission on behalf of Duke Power Co. to store their records at the Oconee County Library. The contract price is \$4,533.68.

Mr. Butts made a motion, seconded by Mr. Brandt, approved 4 - 1 (Dr. Earle voting against) to adopt Ordinance 83-7, "An Ordinance to Identify all Roads in the Oconee County Road System" on second reading.

Dr. Earle, Chairman of the Personnel Committee asked Council Members to review the Inclement Weather Policy they had been given and if they had any changes, recommendations or corrections to please make them before the next meeting as this policy will be presented for approval and inclusion into the Policy & Procedures Manual.

Dr. Earle made a motion, seconded by Mr. Harper, approved 5 - 0 that Mr. Jerry Balding, 107 Laurel Lane, Seneca, S. C., upon recommendation of the City of Seneca, be reappointed to serve a four year term on the Sewer Commission with his term expiring April 1, 1987.

Dr. Earle made a motion, seconded by Mr. Brandt, approved 5 - 0 to take \$1,526.32 from contingency to pay to the S. C. Police Retirement System on behalf of Hugh White to change his classification from Class I to Class II.

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Dr. Earle made a motion, seconded by Mr. Brandt, approved 5 - 0 to enter into a contract with Business Systems for Software Maintenance at \$75.00 per month plus a standard fee. This money will be taken from contingency. (See attached contract)

Mr. Crain informed Council that the City of Seneca had requested that Oconee County collect their past due taxes. He referred this request to the Intergovernmental Committee to study and asked them to look into the feasibility of collecting past due taxes for all the towns if the towns so desired.

Adjourn: 8:42 PM



Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

SOFTWARE SUPPORT AGREEMENT

for

Oconee County, SC

Walhalla

SC

August 1, 1983

BUSINESS SYSTEMS, INC.  
2720 WADE HAMPTON BLVD.  
GREENVILLE, SC 29615

## SOFTWARE SUPPORT AGREEMENT

This agreement made this first day of August, 1983, by and between Oconee County, SC, hereinafter referred to as the Customer, and Business Systems, Inc., hereinafter referred to as the Seller.

Subject to the terms and conditions of this Agreement the Seller agrees to provide and the Customer agrees to pay the Seller for the following computer software support.

### Definitions

1. **Equipment:** The computer hardware supplied by the Seller on which the software covered under this Agreement is installed.
2. **Software:** Any software products licensed by the Seller for use on the equipment for which software support service under this Agreement is available.

### Term

1. This Agreement is effective ninety (90) days after the installation of the computer system at the customer's site. The Agreement shall continue for an initial term of one year from the effective date. Thereafter this Agreement shall remain in force until terminated by either party upon ninety (90) days written notice.

### Covered Software

1. The Seller agrees to provide software support for the software programs listed in Schedule "A" which is attached hereto and incorporated herein by reference.

### Hardware Maintenance

1. The Customer will properly maintain the equipment under a service agreement with the Seller or provide evidence that the equipment is in good working order at all times. All equipment maintenance and/or repair cost shall be the sole responsibility of the Customer.

### Support Services

1. Software updates and enhancements made periodically during the term of this Agreement.

- 2. Telephone support during the hours of 9:00 A.M. to 5:00 P.M. Eastern time, Monday through Friday, exclusive of holidays, the Seller will respond to the Customer's telephone calls and will assist the Customer in identifying, verifying and resolving questions or problems with the software programs covered under this Agreement.
- 3. A twenty five per cent (25%) discount on the normal per hour rate for any Customer requested software modifications.

Software Limitations

- 1. Any travel expenses incurred in visits to the Customer's site shall be the sole responsibility of the Customer and will be billed to the Customer on a monthly basis, by the Seller, in addition to the monthly software support charge.
- 2. Support is limited to maintaining the performance of the software to the specifications of each software program, as listed in Schedule "B" of the Purchase Agreement between the Customer and the Seller.

Consideration

In consideration of the Seller providing software support to the Customer, the Customer agrees to pay to the Seller the amount(s) listed in Schedule "A".

1. All charges shall be billed monthly and are due upon receipt of the invoice by the Customer.

This Agreement constitutes the entire agreement by and between the parties.

In witness thereof, the Customer and the Seller have caused this Agreement to be executed by their duly authorized representatives this first day of August, 1983.

Customer

Seller

Oconee County, SC

Business Systems, Inc.

By: *Norman L. Cain*

BY: *Walter C. Coe*

Title: *Superior Chairman*

Title: *V/P*

SCHEDULE "A"

August 1, 1983

SOFTWARE PRODUCT	DESCRIPTION	MONTHLY RATE
A/P	DIBS-11 ACCOUNTS PAYABLE	\$ 25.00
G/L	DIBS-11 GENERAL LEDGER	\$ 25.00
P/R	DIBS-11 PAYROLL	\$ 25.00
	TOTAL MONTHLY FEE	\$ 75.00