

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held January 2, 1985 at 7:00 PM in Council Chambers with all members present.

Members of the press notified (by mail): Seneca Journal, Keowee Courier, Anderson Independent, Greenville News, WGOG Radio & WSNW Radio.

Press

Members of the press present: Dick Mangrum - WGOG Radio, Bob Dunn - Anderson Independent, Wayne Gallimore - WSNW Radio & Randall Holcombe - Seneca Journal.

The invocation was given by Mr. Ned Hunnicutt.

Mr. Butts made a motion, seconded by Dr. Earle, approved 5 - 0 that the minutes of the December 18, 1984 meeting be adopted as printed.

Minutes

Mr. Richard Duncan & Mr. Carroll Fowler of Morris Communications addressed Council concerning problems on the radio equipment for the Sheriff's Department. After considerable discussion Mr. Crain referred this to the Law Enforcement Committee.

Radio Equip.

At the recommendation of Mr. Robert Gaillard, Planning Director, Dr. Earle made a motion, seconded by Mr. Butts approved 5 - 0 that the county seek funding for sewer service for the Nacan Company approximately one mile in length and an approximate cost of between \$80,000 and \$85,000.

Nacan sewer line

Mr. Butts made a motion, seconded by Dr. Earle, approved 5 - 0 that Ordinance 85-1, "An Organizational, Operational & Procedural Ordinance, Rescinding Ordinance 83-1" be adopted on first reading.

Ord. 85-1

Mr. Butts then made a motion, seconded by Mr. Williams, approved 5 - 0 that the county operate under Ordinance 85-1 until third and final reading.

Mr. Butts made a motion, seconded by Mr. Dyar, approved 5 - 0 that Ordinance 85-2, "Manuel of Centralized Purchasing, Rescinding Manuel Adopted June 17, 1976" be adopted on first reading.

Ord. 85-2

Mr. Dyar then made a motion, seconded by Mr. Butts, approved 5 - 0 that the county operate under Ordinance 85-2 until third and final reading.

Page 2 - January 2, 1985

Mr. Crain made Committee Appointments (see attached sheet).

Committee  
Appts.

Dr. Earle made a motion, approved 4 - 0 (Mr. Butts abstaining) that Mr. Butts be elected Vice Chairman of Council.

Vice Chm.

Mr. Williams made a motion, seconded by Mr. Butts, approved 5 - 0 that Mrs. Opal Green be elected as Clerk to Council.

Council Clerk

Mr. Williams made a motion, seconded by Dr. Earle, approved 5 - 0 that Mr. Ralph Nix, Route 4, Box 476, Seneca, S. C. 29678 be appointed to fill the unexpired term of Mr. Jerry Arrington on the CCS Commission.

CCS Appt.

Dr. Earle made a motion, seconded by Mr. Butts, approved 5 - 0 that \$200 be taken from contingency to repair a sewer line at Lunney Museum.

Repair line  
at Lunney  
Museum.

Mr. Williams made a motion, seconded by Dr. Earle, approved 5 - 0 that the attached contract between Oconee County and the US Forest Service be renewed.

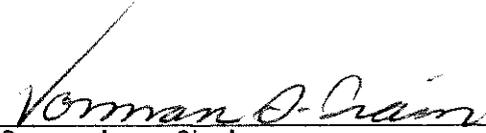
Mr. Butts made a motion, seconded by Dr. Earle, approved 5 - 0 that Resolution 85-1, "A Tribute to the Memory of Mr. Thurston Shirley" be adopted and a copy sent to his family.

Res. 85-1

Mr. Hunnicutt gave an update on the computer system.

The Law Enforcement Committee set a meeting at 2:00 PM January 15, 1985 just prior to the Council Meeting.

Adjourn: 7:55 PM

  
Supervisor-Chairman  
Oconee County Council

OCONEE COUNTY COUNCIL STANDING COMMITTEES

EFFECTIVE JANUARY 01, 1985

	E A R L E	D Y R A	B U T T S	W I L L I A M S	H A R R I S
PERSONNEL AND INTERGOVERNMENTAL AFFAIRS	<input checked="" type="checkbox"/>		X		X
BUDGET AND FINANCE	X	X	X	X	<input checked="" type="checkbox"/>
ROADS AND TRANSPORTATION		<input checked="" type="checkbox"/>	X	X	
PURCHASING, CONTRACTING, REAL ESTATE, BUILDINGS AND GROUNDS		X		<input checked="" type="checkbox"/>	X
LAW ENFORCEMENT, SAFETY, HEALTH, WELFARE AND SERVICES	X		<input checked="" type="checkbox"/>		X

X--- DENOTES MEMBERS      --- DENOTES CHAIRMAN

HOSPITAL BOARD: ALTON WILLIAMS

COG BOARD: DR. JULIUS EARLE

COUNTY PHYSICIAN: DR. CHARLES T. BATTLE

COUNTY ATTORNEY: JERRY FEDDER



United States Department of Agriculture Forest Service  <b>SPECIAL USE PERMIT</b>  Act of June 4, 1897 This permit is revocable and nontransferable (Ref. FSM 2710)	a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
	70	08	12
	d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
02	1021	822	
g. State (16-17)	h. County (18-20)	k. Card no. (21)	
45	073	1	

Permission is hereby granted to Oconee County, c/o Purchasing Department  
 of County Mail Room, Walhalla, South Carolina 29691,  
 hereinafter called the permittee, to use subject to the conditions set out below, the following described lands  
 or improvements: a portion of Forest Service tract 307a on Long Mountain in Keowee Unit  
 Plan area of the Andrew Pickens Ranger District, Sumter National Forest, better  
 described on the attached map which is hereby made a part of this permit.

Class A Permit.

This permit covers 0.2 acres and/or - miles and is issued for the purpose of:

Operating a radio relay site with 600 feet of access road with buried cable alley  
 16 feet wide and 28x40 foot site for 10x12 block building and a 140 foot self  
 supporting antenna tower; installing, operating, and maintaining that certain  
 electronic equipment which is in accordance with form 2700-10, for exclusive use  
 of the permittee. Also a security fence around the existing building and antenna  
 tower. The fence stands 6 feet high, including three strands of barbed wire at top,  
 and is 160 feet in perimeter.

1. Construction or occupancy and use under this permit shall begin within - months, and  
 construction, if any, shall be completed within - months, from the date of the permit. This  
 use shall be actually exercised at least 365 days each year, unless otherwise authorized  
 in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of  
 Agriculture, the sum of - Dollars (\$ -) for the period  
 from 19, to 19, and thereafter  
 annually on Rental Fee Waived - 36 CFR 251.57(b) (1)  
- Dollars (\$ -):

*Provided, however,* Charges for this use may be made or readjusted whenever necessary to place the  
 charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to  
43 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
	Oconee County c/o Purchasing Department		
ISSUING OFFICER	NAME AND SIGNATURE	TITLE	DATE
	Donald W. Eng	Forest Supervisor	

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; *provided* that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control

18. A late payment charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The late payment charge shall be \$20, or an amount calculated by applying the current rate prescribed by Treasury Fiscal Requirements Manual Bulletins to the overdue amount for each 30-day period or fraction thereof that the payment is overdue, whichever is greater. If the due date falls on a nonworkday, the late payment charge will not apply until the end of the next workday. This permit may be terminated for nonpayment of fees and/or assessed late payment charges.
19. Upon termination of this permit prior to the end of the period for which a fee has been paid, the Forest Service will refund to the permittee that portion of said fee which is in excess of the minimum fee for said period established for this class of use by the (Chief/Regional Forester), Forest Service, in the proportion of the unused period of the total period. Provided, however, permittee shall not be entitled to any such refund in the event of termination resulting from breach of permit by permittee.
20. The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.
21. Unless sooner terminated or revoked by the Regional Forester, in accordance with the provisions of the permit, this permit shall expire and become void on December 31, 1994, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the District Ranger not less than 3 months prior to said date that such new permit is desired.
22. Rising waters, high winds, falling limbs or trees, and other hazards are natural phenomenon in the forest that present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.
23. The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.
24. All fences constructed under this permit will be attached to posts and in no case will the fence wire be fastened to live trees.

25. During the performance of this permit, the permittee agrees:
  - a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
  - b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
  - c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
26. The permitted area will be maintained to present a clean, neat, and orderly appearance. Trash, debris, unusable machinery, improvements, etc., will be disposed of currently. Building materials, firewood, etc., will be neatly stacked.
27. The permittee shall dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds, in the following manner, and shall guard the purity of streams and living waters: in accordance with State standards.
28. The permittee shall do everything reasonably within its power and shall require its employees, contractors, and employees of contractors to do everything reasonably within their power, both independently and upon request of the Forest Service to prevent and suppress fires on or near the lands to be occupied under this permit.
29. No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards.
30. This permit is accepted with the understanding that the extent of the need for the lands involved for public use is not yet established. It is understood and agreed that if and when, in the opinion of the Regional Forester the lands herein described are needed for National Forest purposes, or if the lands herein described should be conveyed out of U. S. Government ownership by land exchanges, the permit shall terminate and that in the event of such termination no damages will be claimed by reason thereof.

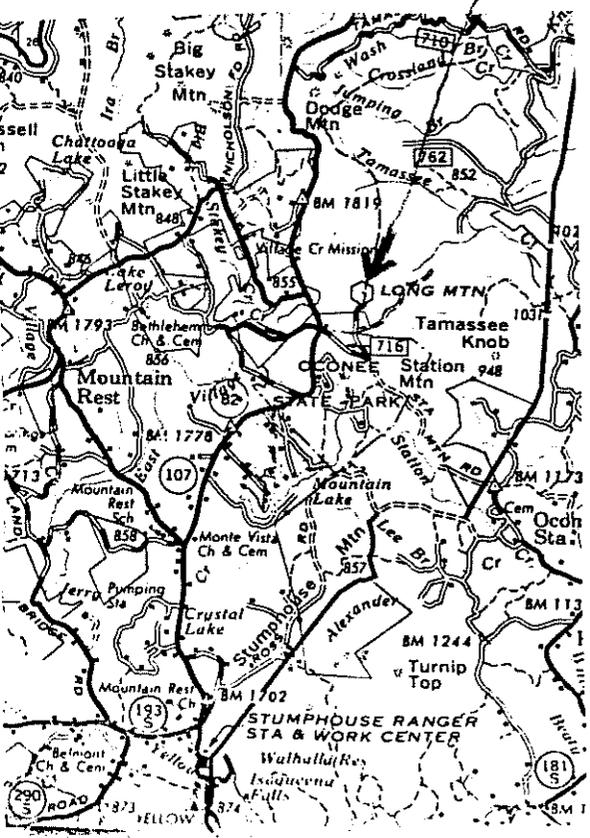
31. This permit is contingent upon the installation layout and development plans as submitted by the permittee and approved as a part of this permit for this specific location. Any and all subsequent relocations, alterations, revision, additions, construction, or reconstruction of housing and mounting facilities including antenna towers or masts, shall require advance notification and approval of the Forest Service and advance modification of this permit.
32. All electrical wiring will be installed and maintained in strict compliance with the safety rules dealing with electrical supply and communication lines which are set forth in the National Electric Safety Code and also with all applicable local codes. Upon the completion of the installation covered by this permit, the permittee shall deliver a written certification to the Forest Service that all of said safety requirements for wiring have been met.
33. The permittee, in the exercise of the privileges granted by this permit, shall require that his (its) employees, sublessees, contractors, sub-contractors, or renters and their employees comply with all applicable conditions of this permit and that the conditions of this permit be made a part of all subleases, contracts, subcontracts, or rental agreements.
34. This permit is contingent upon the existence of applicable FCC (Federal Communications Commission) or DTM/IRAC (Director of Telecommunications Management/Interdepartment Radio Advisory Committee) authorizations and operation of the equipment covered in strict compliance with applicable requirements of FCC or IRAC and the technical data set forth on form 2700-10. Said forms are to be attached and made a part of this permit.

The permittee will supply the Forest Service with amended forms 2700-10 whenever necessary to reflect changes or additions, which must receive prior approval of the FCC or DTM/IRAC following prescribed procedures.

35. Each radio or electronic transmitter covered by this permit shall be operated only by the holder of a current and valid Federal Communications Commission (FCC) license or Interdepartmental Radio Advisory Committee (IRAC) authorization applicable thereto. A legible copy of each applicable license or authorization shall at all times be posted on the cabinet or rack of each transmitter being operated. Each such copy shall indicate each person or entity authorized under the license or authorization to operate the transmitter.
36. The permittee shall place an identifying weather proof tag or label with name and assigned call letters on the outside of the cabinet housing electronic equipment.

37. The permittee shall not install, use, or allow the installation or use of any radio or electronic equipment on or within the structures or on the premises covered by this permit without prior issuance by the Forest Service of a special-use permit therefor.
38. All transmitting and receiving equipment shall be mounted in enclosed metal cabinets or standard racks with effective radio-frequency protective metal shieldings covering same, including power supplies. All electronic equipment, including associated cables, wiring, auxiliary equipment, and antenna systems, shall be installed and maintained in a clean, neat, and orderly manner, and shall be electrically and mechanically sound.
39. The permittee will not interfere with the line-of-sight from any authorized fire lookout station, except as specifically authorized by the Forest Service.
40. All improvements constructed under this permit shall be equipped with lightning protection equal to that prescribed by the Forest Service for its structures.
41. The Forest Service reserves the right to enlarge or reduce the area of the site described herein, provided that the area actually occupied by the buildings shall not be excluded therefrom. The Forest Service further reserves the right, in conformity with sound engineering practices, to require the permittee to discontinue the use of the parking lots or service roads or any portions thereof, and to relocate the utility lines and equipment, the antenna, and any other improvements constructed on the site except the buildings, to any other locations within or outside the boundaries of the site described herein.
42. The operation of the equipment covered by this permit shall not interfere with United States Government radio or electronic operations already in existence on National Forest land within two (2) miles of the site to which this permit refers. The permittee shall at its own expense take all action necessary to prevent or eliminate such interferences. If it does not eliminate such interference within ten (10) days after receipt of notice from the Forest Service to do so, this permit may be terminated forthwith.
43. The permittee shall cease operations under this permit temporarily if they interfere with United States Government radio or electronic operations in an emergency situation.

Vicinity map



SPECIAL USE AREA 40'



28'

PROPOSED LOCATION FOR TRAIL RECREATION

PRESERVE FOOT HILLS TRAIL  
EXISTING WOODS ROAD DOWN CREST OF RIDGE

PARKING AREA

F5 Tract 307a

LONG MT TOWER →

EXISTING AERIAL P/L

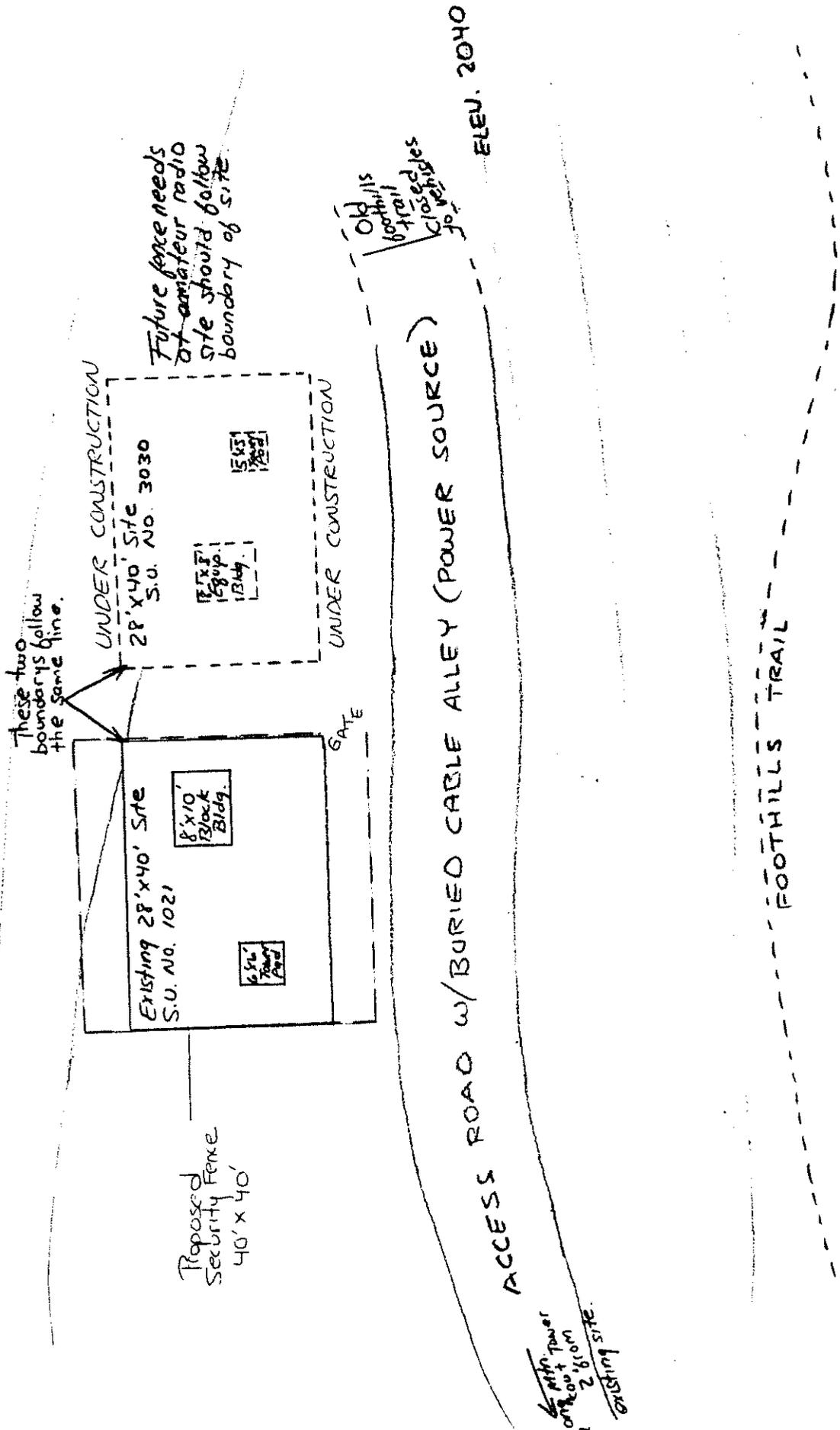
← TOWNSHIP 107 - F5 ROAD 716

N

100 FEET

LONG MOUNTAIN RECREATION SITE  
OCONEE COUNTY

ing Mtn. Electronic Site  
ndrew Pickens RD  
unter National Forest



D NORTHUP  
2/3/78