

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held January 7, 1986 at 7:00 PM in Council Chambers with all members present. (Mr. Dyar came in at 7:15 PM)

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

Press

Members of the press present: Ed Miller - Anderson Independent, Dave Partenheimer - WSNW Radio, John Durham - WCCP Radio, Brad King - Seneca Journal & Dick Mangrum - WGOG Radio.

The invocation was given by Dr. Earle.

Mr. Crain announced that Mr. Larry C. Brandt has been appointed as new county attorney to replace Mr. W. Jerry Fedder, who has been appointed to a state commission. Mr. Brandt's appointment becomes effective January 16, 1986.

Attorney

Mr. Butts made a motion, seconded by Dr. Earle, approved 4 - 0 (Mr. Dyar not present) that the minutes of the December 17, 1985 meeting be adopted as printed.

Minutes

Mr. Butts made a motion, seconded by Dr. Earle, approved 4 - 0 (Mr. Dyar not present) that Nationwide Insurance Co. be awarded the bid for county vehicle insurance at \$62,110, Nationwide was low bidder.

Insurance

After considerable discussion, Mr. Williams made a motion, seconded by Mr. Dyar, approved 4 - 1 (Mr. Butts voting against) that Southland Safety be awarded the bid for a pumper fire truck at \$95,514.48 including tax with Southland Safety providing Oconee County with a contract that they will provide Oconee County with a fire truck at the company's expense if the truck does not meet county specifications. The reason for this is Southland Safety's bid does not include a performance bond.

Fire
truck

Mr. Butts made a motion, seconded by Mr. Dyar, approved 4 - 0 (Mr. Harper out of room) that Rural Fire apply for a grant through State Forestry in the amount of \$6,552.50 which is a 50/50 matching grant and these funds will be used to purchase fire fighting equipment. The matching funds are to come from the Rural Fire 1985-86 budget.

Rural Fire

Dr. Earle made a motion, seconded by Mr. Williams, approved 5 - 0 that \$40,429 be taken from contingency to pay the second quarterly payment of the Medically Indigent Act.

Indigent
Care

Mr. Butts made a motion, seconded by Mr. Dyar, approved 5 - 0 that the following commission appointment be made with terms commencing immediately and expiring January 1, 1990:

Commission
Appointments

Mr. Michael Williamon

Aeronautics Commission

Mr. Nick Williams

Emergency Preparedness

Mr. Dyar made a motion, seconded by Mr. Butts, approved 5 - 0 that the following commission appointments be made with terms commencing immediately and expiring January 1, 1990:

Mr. Bruce Cannon	Planning & Development
Mr. Alvin Rochester	Aeronautics Commission
Mr. Ray Stephens	PRT Commission
Ms. Melinda Makasymowicz	Arts Commission
Mr. Glen Martin	Health & Sanitation

Mr. Williams made a motion, seconded by Dr. Earle, approved 5 - 0 that the following commission appointments be made with terms commencing immediately and expiring January 1, 1990:

Mr. Alfred Hunt	Planning & Development
Mr. Max Barker	Aeronautics Commission
Mr. Ernest Riley	PRT Commission
Ms. Carolyn Harris	Arts Commission
Mr. Ralph Nix	Health & Sanitation
Mr. Tommy Grant	Emergency Preparedness

Mr. Harper made a motion, seconded by Mr. Butts, approved 5 - 0 that the attached transfer(s) be approved.

Transfers

Mr. Butts made a motion, seconded by Mr. Dyar, approved 5 - 0 that Ms. Cheryl Cleveland be appointed to the PRT Commission with her term commencing immediately and expiring January 1, 1990.

Commission Appointment

Dr. Earle made a motion, seconded by Mr. Williams approved 5 - 0 that \$623.48 be taken from contingency to establish service for Mr. Frank Hix.

Contingency

Mr. Crain discussed the Economic Development List with Council, it was agreed that the water treatment plant should be removed.

EDA Listing

Council agreed by general consensus that the contract between Oconee County and the municipalities concerning the county collecting delinquent taxes for the municipalities be sent to each of the municipalities along with a letter that if they have any questions please contact the Supervisor and if necessary a meeting will be held to answer any questions.

Delinquent Tax Contract

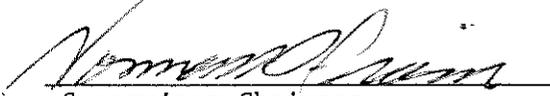
Mr. Harper made a motion, seconded by Dr. Earle, approved 5 - 0 that Council to into executive session to discuss legal problems with the hanger doors at the airport.

Executive session

When open session resumed, Mr. Dyar made a motion, seconded by Dr. Earle, approved 5 - 0 that the windload specifications on the hanger doors at the airport be changed for forty-five (45) pounds per square foot to thirty (30) pounds per square foot.

Open session

Adjourn: 9:40 PM


Supervisor-Chairman

STATE OF SOUTH CAROLINIA)
)
COUNTY OF OCONEE)

MEMORANDUM OF AGREEMENT

This Agreement made and entered into this _____ day of _____, 1986, by and between Oconee County (hereinafter called "The County"), and the City of _____ (hereinafter called "The City").

W I T N E S S E T H:

For valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows, to-wit:

SECTION 1
Recitals

The General Assembly of the State of South Carolina having enacted legislation permitting the contractual agreement between the various counties of the State and the Towns and Cities located therein to provide for the collection of ad valorem taxes by the Counties on behalf of the Cities, it is deemed appropriate and in the mutual best interest of The County and The City to enter into such an agreement.

SECTION 2
Term

The term of this agreement shall be for one (1) year, that is, from January 1, 1986 through December 31, 1986, provided, however, this agreement shall be deemed extended for successive one (1) year periods until or unless either of the parties hereto shall give notice in writing to the other of its desire to terminate the same, which notice of termination must be given on

or before August 1, of each year of the term or extension thereof.

SECTION 3

3.1 Covenants of the County. For and during each year of the term created hereby, including any extension or renewal thereof, The County will undertake a collection of ad valorem taxes levied by The City upon property located within its limits at the same time and in the same manner as The County effects collection of County ad valorem taxes.

3.2 Records and Remitting Current Taxes. The Treasurer of Oconee County shall collect The City's ad valorem taxes, recording each collection in the same and identical manner as such recordation is made for County collections and shall remit to The City such of its taxes so collected together with a record of the payment of the individual taxpayer thereof at least monthly or more often as the parties may agree and find practical. In the event that certain taxes are not timely and promptly paid, the Treasurer of Oconee County shall additionally turn over to the delinquent tax collector such uncollected tax assessments and put the same in execution in the same or similar fashion as County taxes are placed in execution.

3.3 Delinquent Taxes. The Delinquent Tax Collector of Oconee County shall attempt to collect delinquent City tax assessments in the same or similar manner as county delinquent ad valorem taxes are collected including executing thereon and where appropriate the issuance of a levy against the defaulting taxpayer's property. The Delinquent Tax Collector shall receive

from the Treasurer all uncollected city taxes and shall make note and record the same and upon collection thereof shall remit such collected taxes to The City at least monthly or more often as the parties may find convenient and agree. In this regard it is agreed that delinquent taxes for The City for the tax year 1985 and thereafter during the term of this agreement shall be collected in this manner, and that the Delinquent Tax Collector of The County shall not be responsible for the collection of delinquent City ad valorem taxes for previous years. In the event of termination of this agreement, the responsibility for collection of delinquent City taxes shall be limited to those delinquent taxes for the years in which this agreement was in full force and effect.

SECTION 4
Duties, Obligations and Covenants of The City

4.1 The City agrees to pay to the data processing company furnishing tax notices to The County any additional costs incurred by including on the face of such notices the amounts of city taxes. In the event that The County undertakes, in the future, the preparation of its own notices, the parties shall enter into good faith negotiations to determine reasonable compensation for The County by reason of the preparation of such notices to include those for city taxes.

4.2 The City agrees to assign to The County any penalties, late charges, execution fees, levy/sale costs, permitted under the law of the State of South Carolina to be collected from delinquent taxpayers as compensation for The County's efforts to effect collection of such delinquent taxes. In addition, The

City agrees to make available to the Delinquent Tax Collector, upon request, one (1) or more of its law enforcement officers or other officials to be designated by the Delinquent Tax Collector as an agent for the collection of delinquent taxes, in order to seize property of the defaulting taxpayer and to sell the same thereof according to the applicable provisions of the law of this State.

SECTION 5
General Provisions

5.1 Oconee County does not by these presents guarantee to The City collection of its taxes or delinquent taxes but merely promises and covenants to exert its best efforts to effect said collection in the same or similar manner as it puts forth in collection of County taxes.

5.2 The parties hereto agree and warrant to the other that the execution of this agreement was duly authorized by the respective governing bodies of The City and County and that the same constitutes the entire agreement of the parties and further that the same may not be modified except by written modification duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused their hands and seals to be placed this _____ day of _____, 1986:

WITNESSES:

OCONEE COUNTY:

BY: _____
NORMAN CRAIN, Supervisor/Chairman
Oconee County Council

CITY OF _____:

BY: _____

BUDGET ADJUSTMENT AUTHORIZATION
Revised 10-14-85

DATE 1/7/86 DEPARTMENT PRT Commission CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 85 - 86 BUDGET:

Dollar Amount

1. TO: Capitol Expenditures Equipment 10-018-00150-00840 \$ 700.00
(fill in line item name) (fill in line code)

FROM: Operational # 10 018 00150 00032 \$ 700.00
(fill in line item name) (fill in line code)

Justification: _____

2. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification _____

3. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

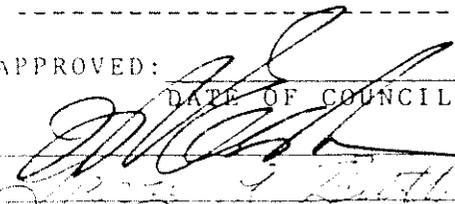
Justification: _____

4. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____


DEPARTMENT HEAD SIGNATURE

APPROVED:  DATE OF COUNCIL MEETING _____

DATE: _____
RECEIVED BY COUNCIL CLERK
SUBCOMMITTEE CHAIRMAN
MEMBER BUDGET SUBCOMMITTEE
MEMBER COUNTY COUNCIL

BUDGET ADJUSTMENT AUTHORIZATION

REVISED 11-15-84

DATE 12-17-85 DEPARTMENT Rural Fire CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY _____ BUDGET:

Two thousand eight hundred twenty four dollars and 13/100 Dollar Amount 2,824.13

1. FROM: Capital Expenditure # 83-005-00150-00840 \$ 2,824.13
(fill in line item name) (fill in line code)

TO: Pumper Fire Truck # 83 005 00150 05871 \$ 2,824.13
(fill in line item name) (fill in line code)

Justification: Need additional funds for Pumper Truck purchase

2,824.13

Dollar Amount

2. FROM: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

Dollar Amount

FROM: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

TO: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

Justification: _____

Dollar Amount

4. FROM: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

TO: _____ # - - - \$ _____
(fill in line item name) (fill in line code)

Justification: _____

Ford H. Hancock
DEPARTMENT HEAD SIGNATURE

APPROVED: _____
DATE OF COUNCIL MEETING

DATE _____
RECEIVED BY COUNCIL CLERK

Alton H. Williams

SUBCOMMITTEE CHAIRMAN

MEMBER BUDGET SUBCOMMITTEE

MEMBER COUNTY COUNCIL