

A G E N D A

OCONEE COUNTY COUNCIL MEETING - TUESDAY, AUGUST 3, 1993

7:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes
4. First Reading of Ordinance 93-8, "An Ordinance Amending Ordinance 83-6 of the County Council of Oconee County, South Carolina, Adopted June 7, 1983, so as to Provide that the Anderson-Oconee Alcohol & Drug Abuse Commission May Incur Indebtedness & Secure Such Indebtedness by a Mortgage of Property to the Commission, and Other Matters Related Thereto" - Mr. Doyle Kay & Mr. Ken Whitener, Alcohol & Drug Abuse Commission
5. Consideration of Certification of Computer Purchase by Oconee Memorial Hospital - Mr. James Boynton, Vice President of Finance, Oconee Memorial Hospital
6. Consideration of Request for Funds for Service Line for Cellular Phone - Mr. Karl Addis, Coroner
7. Consideration of Approval of Contract with Helping Hands Children's Home
8. Consideration of Resolution 93-17, "A Resolution of Consent to Comply with FAA Requirements as set Forth in the Grant Agreement for the Construction of the Apron Expansion at the Clemson-Oconee County Airport"
9. Consideration of Approval of Work Authorization 91-06 (Amendment) Land Acquisition at the Clemson-Oconee County Airport
10. Old Business
11. New Business
12. Adjourn

***** 6:45 *** Administrative Briefing**

(All Meetings Open to Public)

MEMBERS, OCONEE COUNTY COUNCIL

Mrs. M. Fran Burrell, District I Mr. Harrison E. Orr, District II
Mr. Michael E. Harper, District III Mr. Roy B. Strickland, District IV
Mr. Alton K. Williams, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, August 3, 1993 at 7:00 PM in Council Chambers with all Council Members except Mrs. Burrell present. Mr. Cain, County Attorney, was also present.

Members of the press notified (by mail):
Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WCCP Radio, WZLI/WLET Radio, WYFF TV, & WLOS TV.

Press

Members of the press present: Lee Hendren - Journal/Tribune, Ashton Hester - Keowee Courier & McGregor McCance - Greenville News.

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

Call to Order

The invocation was given by Mr. Orr.

Invocation

Mr. Williams made a motion, seconded by Mr. Orr, approved 4 - 0 (Mrs. Burrell absent) that the minutes of the meeting held July 20, 1993 be adopted as printed.

Minutes

Ordinance 93-8, "An Ordinance Amending Ordinance Number 83-6 of the County Council, South Carolina, adopted June 7, 1983, so as to Provide that the Anderson-Oconee Alcohol & Drug Abuse Commission may Incur Indebtedness and Secure such Indebtedness by a Mortgage of Property of the Commission, and Other Matters Related Thereto" did not receive a motion for adoption on first reading.

Ord. 93-8

Mr. Harper made a motion, seconded by Mr. Williams, approved 4 - 0 (Mrs. Burrell absent) that the attached landlord waiver be adopted so that Oconee Memorial Hospital be allowed to lease purchase computer equipment.

Hospital

Mr. Harper made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mrs. Burrell absent) that the attached request of Mr. Karl Addis, Coroner to use a portion of the funds in the Coroner telephone account to pay for a line for a cellular phone for the coroner's use for and eleven (11) month period be adopted.

Coroner

Mr. Harper made a motion, seconded by Mr. Williams, approved 4 - 0 (Mrs. Burrell absent) that the attached agreement between Oconee County and Helping Hands of Clemson, Inc. be adopted.

Helping Hands

Mr. Orr made a motion, seconded by Mr. Williams, approved 4 - 0 (Mrs. Burrell absent) that Resolution 93-17, "A Resolution of Consent to Comply with FAA Requirements as Set Forth in the Grant Agreement for the Construction of the Apron Expansion at the Clemson-Oconee County Airport" be adopted on first and final reading.

Res. 93-17

Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mrs. Burrell absent) that the attached Work Authorization 91-06 (Amendment) Land Acquisition at the Clemson-Oconee County Airport be adopted.

Aeronautics

Mr. Crain excused himself from the meeting at this time. (See attached letter)

A/C for

Mr. Williams, Vice Chairman of the Purchasing, Contracting, Real Estate, Building & Grounds Committee, informed Council it was the recommendation of the committee to award the bid for the air conditioner compressor and motor for the courthouse to Pittman Heating & Air Conditioning who was low bid as per attached bid. (See attached letter which states the voltage for this unit is more than adequate for which it will be used. This recommendation was adopted 3 - 0 (Mr. Strickland acting as Chairman, Mrs. Burrell absent)

Mr. Crain then returned to the meeting.

Mr. Crain referred the attached complaint regarding procedures for animal control in the county to the Law Enforcement, Safety, Health, Welfare & Services Committee who scheduled a meeting, Monday, August 9, 1993 at 8:30 AM in Council Chambers to discuss the matter.

LEC

Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mrs. Burrell absent) that the county apply for a Recycling Program Grant for the purpose of purchasing a baler and scales for the solid waste program.

CCS Grant

Mr. Strickland made a motion, seconded by Mr. Harper, approved 4 - 0 (Mrs. Burrell absent) that \$10,000 of the \$40,400 budgeted for building upkeep for Tri County Technical College be used on a one (1) time basis to help keep the Child Development Center open for one (1) year at Tri County Technical College while alternative funding is sought.

Tri County

At the request of Mr. Cain, County Attorney, Mr. Williams made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mrs. Burrell absent) that Council go into executive session for a briefing on contractual matters.

Executive Session

When open session resumed, Mr. Orr made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mrs. Burrell absent) that the administration be authorized to negotiate with area landowners for the acquisition of real property for use in the implementation of the county's solid waste management plan as mandated by state and federal authorities, upon such terms and conditions as the Supervisor may deem are in the best interest of the county, to include the expenditure of up to \$10,000 for an agreement and option to purchase to be effective for a period of six (6) months, as well as an additional \$10,000 for the extension of said option for an additional six (6) month period if deemed necessary in the judgement of the County Supervisor.

Open
Session

Adjourn: 8:35 PM

Norman D. Crain /og
Norman D. Crain
Supervisor-Chairman
Oconee County Council

ORDINANCE NO. 93-_____

AMENDING ORDINANCE NO. 83-6 OF THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, ADOPTED ON JUNE 7, 1983, SO AS TO PROVIDE THAT THE ANDERSON-OCONEE ALCOHOL AND DRUG ABUSE COMMISSION MAY INCUR INDEBTEDNESS AND SECURE SUCH INDEBTEDNESS BY A MORTGAGE OF PROPERTY OF THE COMMISSION, AND OTHER MATTERS RELATED THERETO.

WHEREAS, by Ordinance No. 83-6 of the County Council of Oconee County, South Carolina (the "County"), adopted June 7, 1983, the County Council established the Anderson-Oconee Alcohol and Drug Abuse Commission (the "Commission") as the single agency to deliver alcohol and drug abuse treatment and prevention services in the County; and

WHEREAS, the Commission has after due investigation decided that it is necessary to construct an office and treatment facility (the "Project") in order to meet the demand for services from the citizens of the County and Anderson County, South Carolina; and

WHEREAS, the Commission proposes to construct the Project on McGee Road next to the Anderson County Health Department on land owned by the Commission; and

WHEREAS, the Commission has determined that the most economical means of financing the building is through the issuance of not exceeding \$400,000 Healthcare Facilities Revenue Bonds, Series 1993 (the "Bonds"), to be issued by the South Carolina Jobs-Economic Development Authority ("JEDA"), the proceeds of which will be loaned by JEDA to the Commission; and

WHEREAS, The Palmetto Bank has agreed to purchase the Bonds subject to the terms of its commitment letter dated June 25, 1993 (the "Commitment"); and

WHEREAS, in order to comply with the terms of the Commitment, it is necessary for the County to grant to the Commission the authority to issue indebtedness and secure such indebtedness by a pledge of certain revenues received by the Commission and a mortgage on the Project;

NOW, THEREFORE, BE IT RESOLVED:

1. The County Council hereby authorizes the Commission to incur \$400,000 to defray the cost of financing the Project. Such indebtedness shall be in the form of a loan agreement (the "Agreement") between JEDA and the Commission. The Agreement shall allow a pledge of the revenues of the Commission to secure the payment of the Bonds. Any

indebtedness authorized hereby shall be the responsibility solely of the Commission and no funds of the County are pledged to secure such indebtedness. The Commission may incur such future indebtedness as may be authorized by the Commission upon written notice to the County.

2. The Commission is authorized to grant a mortgage of the Project to JEDA and/or The Palmetto Bank to secure its obligations under the Agreement and the Bonds.

3. In exercising its powers with respect to the Commission, County Council shall take no action which would limit the Commission from pledging its various revenues annually in amounts sufficient to pay the principal and interest on the Bonds.

Done in meeting duly assembled this ____ day of September, 1993.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
County Supervisor

(SEAL)

ATTEST:

Clerk to County Council

OMH OCONEE MEMORIAL HOSPITAL

June 9, 1993

Mr. Norman D. Crain
Supervisor
Oconee County
Public Service Building
Walhalla, SC 29691

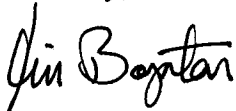
Dear Mr. Crain:

The Hospital Board, at its last meeting, authorized us to proceed with financing to fund a new computer system purchase. In order to finalize this lease we need an authorized representative of Oconee County to execute the enclosed document. You may return the document to me or forward it to:

Diane J. Graese
Contract Administrator
Prime Leasing, Inc.
O'Hare International Center
10275 W. Higgins Road
Rosemont, Illinois 60018

If you should have any questions please do not hesitate to contact me. Thank you for your assistance in this matter.

Sincerely,



Jim Boynton
Vice President of Finance

Enclosure

AMERICOM FINANCIAL, INC.

EQUIPMENT SCHEDULE

TO

LEASE SCHEDULE NUMBER 01

TO

MASTER LEASE AGREEMENT NUMBER 2254

QUANTITY

DESCRIPTION OF EQUIPMENT

One(1)

HBO Patient Information System

EQUIPMENT LOCATION:

298 Memorial Drive
Seneca, SC 29679

Lessee hereby authorizes Lessor to amend the applicable Uniform Commercial Code Financing Statement to include serial numbers for the Equipment as they become available.

For purposes of the acquisition of the Equipment, Owner certifies that it is the record owner of the Premises upon which Lessee's business is located subject to a lease in favor of the Lessee, and agrees to subrogate, in favor of Lessor, any interest in the Equipment to be leased which may have priority over any security interest upon same created in connection with the financing of the original acquisition of said Equipment. Owner is not aware of any other liens or encumbrances upon the Premises but makes no warranty or certification as to same.

Ocone County (Owner)

By: _____

Title: _____

Date: _____

**CERTIFICATE OF OWNERSHIP OF PREMISES AND
DISCLAIMER OF MORTGAGEE AND RECORD OWNER OF REAL ESTATE**

Oconee Memorial Hospital, Inc. ("Lessee") hereby certifies that it is leasing the Equipment set forth on the Equipment Schedule attached hereto ("Equipment") under Lease Schedule No. 01 dated June 1, 1993 to Master Lease Agreement No. 2254 dated June 1, 1993 from Americom Financial, Inc. ("Lessor"), that the Equipment will be located at X 298 Memorial Drive, Seneca, SC ("Premises") and that X Oconee County ("Owner") is the sole record owner of the Premises.

Oconee Memorial Hospital, Inc.
(Lessee)

By: X James P. Boyter, Jr.

Title: X VP Finance

Date: X June 1, 1993

Owner certifies that it is the record owner of the Premises and disclaims any interest in the Equipment to be leased which may be prior to any security interest thereon created in connection with the financing of the acquisition of said Equipment. Owner hereby waives all rights, present or future, under local law to levy or distraint on any unit of the Equipment and additions, accessions and substitutions thereto ~~and Owner further certifies that the only liens or encumbrances on the Premises are as follows:~~

X Oconee County
(Owner)

By: X

Title: X

Date: X

In consideration of Americom Financial, Inc. leasing the Equipment to Lessee, Mortgagee disclaims any interest in the Equipment which may be prior to any security interest thereon created in connection with the financing of the acquisition of said Equipment and waives all rights, present or future, under local law to levy or distraint any or all of the units of the Equipment and additions, accessions and substitutions thereto.

/
(Mortgagee)

By: /

Title: /

Date: /

For purposes of the acquisition of the Equipment, Owner certifies that it is the record owner of the Premises upon which Lessee's business is located subject to a lease in favor of the Lessee, and agrees to subrogate, in favor of Lessor, any interest in the Equipment to be leased which may have priority over any security interest upon same created in connection with the financing of the original acquisition of said Equipment. Owner is not aware of any other liens or encumbrances upon the Premises but makes no warranty or certification as to same.

Oconee County (Owner)

By: _____

Title: _____

Date: _____

Oconee County Coroner

60 SHORT ST.
P.O. BOX 771
WALHALLA, SC 29691

Karl E. Addis

PHONE:
OFFICE- 638-4140
HOME- 638-6853
PAGER- 885-5316

July 15, 1993

The Honorable Norman Crain
Oconee County Supervisor
208 Booker Drive
Walhalla, SC 29691

Re: Cellular Telephone Service

Dear Norman,

I am writing you in reference to our telephone conversation, of Monday morning, July 12, 1993. First, I would like to again apologize for disrupting your busy morning, to talk with me about something that I should have previously checked on.

As you know, I work two jobs in order to help support my family. I consider my primary job and responsibility as work goes to be the coroner's office and the citizens of Oconee County. And when I am paged, I make an effort to answer that page as soon as possible. That is why I feel that cellular phone service is needed by this office.

As I work and travel through the county, there are many times that a telephone is not readily available for me to answer a page that I may receive. There will also be those times when I will be at a death scene and need to make telephone calls to physicians, law enforcement authorities, or funeral homes in regards to a death. Cellular telephone service allows me this freedom to place a call from most areas of the county and in adjacent counties with no long distance fee.

The cost of the line service is \$ 17.23 a month, which includes sales tax. This could cost slightly more if I exceed the time limit of 30 minutes each month. I do not for see this becoming a problem.

As a rookie in county government, I will make occasional errors and I have learned that I made one. With the funds appropriated in the line item for telephone, I assumed these funds could be used to pay for this service in addition to the long distance fees for the office telephone or, possibly out of the line item for operational.

Oconee County Coroner

60 SHORT ST.
P.O. BOX 771
WALHALLA, SC 29691

Karl E. Addis

PHONE:
OFFICE- 638-4140
HOME- 638-6853
PAGER- 885-5316

It is embarrassing to come forward this early in the new budget year to ask you and county council to give this office permission to use county funds for this service. I am not asking for additional funding, just the okay to use what is already appropriated. I assure you that it will be properly budgeted next year for council's consideration.

Thank you for your kindness and attention to this matter.

Sincerely,



Karl E. Addis

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

*

AGREEMENT

THIS AGREEMENT originally made and entered into the fifth (5TH) day of June, 1985, and re-entered into this _____ day of _____, 1993, by and between OCONEE COUNTY, South Carolina (hereinafter "the County") and HELPING HANDS OF CLEMSON, INC. (hereinafter "Helping Hands").

1. BACKGROUND

The County has, for the past several years, operated a temporary shelter and Children's Home, to receive and care for children whose custody has been assumed by the Department of Social Services and the Department of Youth Services. The County has now determined that such a facility can be most economically maintained under the auspices of a more centrally organized facility offering similar services to the Oconee and Pickens County areas.

Helping hands is an eleemosynary corporation organized for purposes of providing similar services to those presently and previously offered by the County at its Children's Home.

Oconee County Council, upon due investigation, deliberation and consideration, deems it to be in the best interests of the County, its citizens, and especially those of its children and youth who require or need the protection of a temporary foster care facility, to contract with Helping Hands to make available the Corporation's facilities to serve the needs of Oconee County. The parties deem it to be in their mutual best interests to reduce their agreement in this regard to writing, which they do hereby.

2. MUTUAL AGREEMENTS AND COMPENSATION

- 2.1: Facilities: Helping Hands agrees that eight (8) of its beds will be available, on an "as needed" basis, to receive and house children of the County to be placed in its facility at or near Central, South Carolina, by the Department of Youth Services and/or the Department of Social Services.
- 2.2: Services to be Provided: Helping Hands will provide room, board, food, clothing, medical expenses, transportation, including school transportation to a Pickens County School, for all Oconee County children placed in its care.

- 2.3: Compensation: The County agrees to pay to Helping Hands the sum of thirty-five thousand (\$35,000) dollars per annum for such services, to be paid in quarter-annual installments, in advance, within thirty (30) days of presentation of an invoice or claim by Helping Hands.

3. TERM

The term of this agreement shall be for a period of one (1) year commencing on July 01, and ending on June 30, 1994; PROVIDED that the agreement shall be automatically renewed for successive one-year periods under the same and identical terms and provisions of this agreement unless either party gives written notice of the intention not to renew this agreement at least sixty (60) days prior to the end of the original term or successive terms, as the case may be. PROVIDED FURTHER, however, that the renewal of this agreement in each instance shall be expressly contingent upon the continued appropriation of funding for same by the governing body of Oconee County. In the event such appropriation is not made, this agreement shall be considered terminated at the end of the term concurrent with the last fiscal year for which such appropriation was made.

It is mutually understood and agreed that the County may terminate this agreement upon ten (10) days written notice in the event of revocation or non-renewal of the operating license issued to Helping Hands by the South Carolina Department of Social Services or any other regulatory agency having such licensing authority.

4. LIMITATIONS; ADDITIONAL FACILITIES

No child placed in its care by proper authorities shall remain in the facility of Helping Hands for a period of more than six (6) months, unless the parties mutually agree otherwise on a case-by-case basis. It is further mutually understood and agreed that if additional beds are needed to serve Oconee County children, and should the same be available, the parties will negotiate, again on a case-by-case basis, the cost of taking additional placements.

5. INSURANCE

Helping Hands agrees to maintain automobile and general liability insurance, insuring itself against claims of all recipients of its services, in an amount not less than \$250,000/\$500,000, and to cause the County to be designated as an additional named insured upon the policy or policies providing such coverage.

6. MANAGEMENT OF FACILITY

Helping Hands will maintain complete control and management of the facility, and will act as an independent contractor to the County. The County will be allowed one (1) appointment on the Advisory Board of this facility. Such person shall be selected and designated by Oconee County Council, and his or her purpose shall be to observe, suggest and make periodic reports to County Council as to the activities of this institution. In addition, from time to time, a member of Oconee County Council, or its designated representative, may visit and inspect the institution, provided that such inspections shall be reasonable both as to number and time of performance.

7. FINANCIAL REPORT

Helping Hands agrees to furnish the County, not later than May first of each year of the term of this Agreement and any renewal thereof, an audited statement of its condition and financial affairs. Further, it is agreed that prior to July 01, 1985, and as a condition precedent to the effectiveness of this agreement, such a statement will be presented by helping Hands to the County and if, after a review of such statement, the same is found to be unsatisfactory, the Supervisor of Oconee County (who shall ave the right to review such statement) may notify Helping Hands of the cancellation of this Agreement, without further obligation.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof, have hereunto placed their Seals and caused these presents to be executed by their officers and agents authorized to do so, this day and date first above written.

Signed, Sealed and Delivered
in the Presence of:

(As to County)

OCONEE COUNTY, South Carolina (SEAL)

BY: _____

Supervisor-Chairman

Attest: _____

Clerk

(As to Helping Hands)

HELPING HANDS OF CLEMSON, Inc (SEAL)

BY: _____, Pres.

Attest: _____, Sec.

OCONEE COUNTY COUNCIL

RESOLUTION 93-17

WHEREAS, under the provisions of the Airport and Airway Improvement Act of 1982 as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, and/or the Aviation Safety and Noise Abatement Act of 1979, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HAS OFFERED AND AGREED** to grant Federal funds for a project at the Clemson-Oconee County Airport known as Project Number 3-45-0016-04, construction of apron expansion, as payment of the United States' share of the allowable costs incurred in accomplishing the Project, the same being ninety percent (90%) of the project cost; and

WHEREAS, the offer is made on and subject to certain terms and conditions as set forth in the grant offer; and

WHEREAS, IT IS MUTUALLY UNDERSTOOD AND AGREED THAT IF, during the life of this project, the **FAA** determines that the grant amount exceeds the expected needs of **Oconee County** by \$5,000 or five (5%) percent, whichever is greater, the grant amount shall be unilaterally reduced by letter from **FAA** advising of the budget change. Conversely, if there is an overrun in the eligible project costs, **FAA** may increase the grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation and will advise **Oconee County** by letter of the increase. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified.

NOW THEREFORE, BE IT RESOLVED IN COUNCIL DULY ASSEMBLED THIS DATE THAT OCONEE COUNTY COUNCIL RESOLVES that unless otherwise approved by the **FEDERAL AVIATION ADMINISTRATION, Oconee County** will not acquire or permit any contractor or subcontractor to acquire steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. **Oconee County** will include in every contract a provision implementing this special condition.

APPROVED AND ADOPTED this third day of August, 1993 by a vote of:

_____ :YES

_____ :NO

Norman D. Cain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

OCCONEE COUNTY COUNCIL
208 Booker Dr.
Walhalla, SC 29691

To Whom It May Concern:

SUBJECT: ANIMAL CONTROL Re: Procedures of Control

First, let me state that I am not against animals. I have one of my own and I was a kennel keeper and Veteranian Assistant for over two years.

Recently, since acquiring my dog, I made a formal complaint about a neighbor's dog who was left to run loose and would come into my yard and eat my dog's food. Whenever it saw us outside, it would go back to its yard.

Upon making the complaint, I asked what the procedures were from there and after hearing them, felt like I was being the victim twice. The fact that I have to put up with the dog coming into my yard and then having to make a trip to the Animal Shelter to sign another complaint if the owner does not respond to the citation that he has received, makes me the victim again. I work a second shift job and do not get to bed before midnight. Since most of the complaint time involves the nights, my sleep is disturbed by hearing the dog out there and having to get up.

I was told that there are only two control officers to cover the vast area of Oconee County. It seems to me that before you would use so much time having these officers go all over the county so many times to curtail the situation that you would shorten the number of citations that you would hand out to the owners. Also, the time of 72 hours involved for the owner to take steps should be shortened. This is just a longer period of time for that animal to be in a yard where he doesn't belong.

The initial complaint that is filed should be sufficient to warrant a phone call from the complaintant should the animal still remain bothersome. After the initial complaint and a warning is issued to the owner and a phone call is recorded on the initial complaint, the animal should be picked up regardless of where the animal is. I understand that you are not allowed to go into the owner's yard and take the animal and because of this, some warrant should accompany the officer to take the animal. If the owner wants the animal, he can be put to the inconvenience of getting the animal back and paying a fine at that time.

I'm not submitting this complaint merely on my behalf. As I understand, these procedures were written back in 1986 or 1987. Take a look at Oconee County. It has grown in the past years with pets as well as people. The procedures need to be amended in order to meet the population growth of both. I'm sure if other people were aware of the steps they need to comply with to curtail an animal, they would be writing you a letter also.

Thank you,

Germaine Cole

Germaine Cole
1540 Park Ridge Dr.
Seneca, SC 29678