

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, April 18, 2000
3:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 SOUTH PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Comment Session (Not to exceed thirty minutes)
5. Consideration of Approval of Lease Agreement Between Oconee Memorial Hospital, Lessor & Oconee County Sheriff's Department, Lessor – Sheriff James Singleton
6. Consideration of Approval of Line Item Budget Description Change – Mr. Henry Gordon, Emergency Preparedness Director
7. Approval of Proclamation Declaring April 16 – 22, 2000 as **Earthquake Awareness Week** in Oconee County
8. Approval of Resolution 2000-06, "A RESOLUTION ESTABLISHING FEES FOR ORDINANCE 99-14, 'UNIFIED PERFORMANCE STANDARDS ORDINANCE AND LAND DEVELOPMENT REGULATIONS'"
9. First Reading of Ordinance 2000-07, "2000-01 OCONEE COUNTY BUDGET ORDINANCE" in title only
10. Old Business
11. New Business
12. Adjourn

The Oconee County Council will have an administrative briefing thirty minutes prior to each Council Meeting in the Office of the Council Clerk

The Oconee County Council will conduct a public hearing Monday, April 24, 2000 at 3:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of receiving written and/or oral comments regarding Ordinance 2000-01, "AN ORDINANCE AMENDING ORDINANCE 99-16, PROVIDING FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$1,500,000 FROM THE FUND BALANCE ACCOUNT OF OCONEE COUNTY, SOUTH CAROLINA FOR THE CONSTRUCTION OF FORTY-TWO (42) "T" HANGARS AND THREE (3) CORPORATE HANGARS AT THE OCONEE COUNTY REGIONAL AIRPORT SO AS TO PROVIDE FOR THE CONSTRUCTION OF FOURTEEN (14) HANGARS AT A COST NOT TO EXCEED \$496,122".

The Oconee County Personnel & Intergovernmental Committee will meet Tuesday, April 18, 2000 at 1:00 PM in Council Chambers for the purpose of discussing a personnel matter and proposed changes to Ordinance 85-1, "OCONEE COUNTY ORGANIZATIONAL ORDINANCE".

The Oconee County Roads & Transportation Committee will meet Wednesday, April 19, 2000 at 5:15 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing several roadway problems.

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, III, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms

MINUTES, OCONEE COUNTY COUNCIL MEETING

The Oconee County Council met Tuesday, April 18, 2000 at 3:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members and the County Attorney present.

Press:

Members of the press notified (by mail): Keowee Courier, Westminster News, Anderson Independent, WGOG Radio, & WPEK Radio.

Members of the press present: Dick Mangrum – WGOG Radio, Dave Williams – Anderson Independent & Katherine Hunter –Journal/Tribune

Call to Order:

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

Invocation:

The invocation was given by Mr. Hall.

Minutes:

Mr. Thomas made a motion, seconded by Mr. Timms, approved 5 – 0 that the minutes of the April 4, 2000 meeting be adopted as printed.

Public Comment Session:

Mr. B. J. Littleton addressed Council regarding meeting notices and expressed feelings that Westminster should have a full time magistrate.

Sheriff's Department:

Upon request of Sheriff James Singleton, Mrs. Hughes made a motion, seconded by Mr. Hamilton, approved 3 – 0 (Mr. Thomas & Mr. Hall abstaining from the discussion and vote due to their being hospital board members) that the attached lease agreement for an auxiliary office for the Oconee County Sheriff's Department near the hospital be adopted contingent upon the recommended changes of the County Attorney.

Emergency Preparedness:

Upon request of Mr. Henry Gordon, Emergency Preparedness Director & Mr. Bob Kinder, Mr. Thomas made a motion, seconded by Mr. Timms, approved 5 – 0 that the attached Line Item Budget Description change in the amount of \$6,000 be adopted to allow for the purchase of an underwater camera. Competitive quotes will have to be secured for this item as it is in excess of \$5,000.

Proclamation:

Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the attached Proclamation Declaring April 16 – 22, 2000 as **Earthquake Awareness Day** in Oconee County be adopted on first and final reading.

Resolution 2000-06:

Upon recommendation of Mr. Tom Hendricks, Planning Director, Mr. Timms made a motion, seconded by Mr. Thomas, approved 5 – 0 that Resolution 2000-06, "A RESOLUTION ESTABLISHING FEES FOR ORDINANCE 99-14, UNIFIED PERFORMANCE STANDARDS ORDINANCE AND LAND DEVELOPMENT REGULATIONS" be adopted on first and final reading.

Ordinance 2000-07:

Mr. Hamilton made a motion, seconded by Mr. Thomas, approved 5 – 0 that Ordinance 2000-07, "2000-01 OCONEE COUNTY BUDGET ORDINANCE" be adopted on first reading in title only.

LEC Meet:

Mr. Hall, Chairman, Law Enforcement, Safety, Health, Welfare & Services Committee, scheduled a meeting of that committee May 2, 2000 at 4:00 PM in Council Chambers.

Roads:

Mr. Hall asked that the Roads & Transportation Committee consider a road rating procedure whereby the point system alone determines the selection of roads throughout the county.

Library Roof:

Mr. Timms made a motion, seconded by Mr. Hall that \$20,000 be taken from contingency and affixed to the \$25,000 for a study of the roof at the Seneca Library for a total of \$45,000 to repair the roof rather than have a study at this time. However, after discussion, this motion and second was withdrawn. Mr. Caime, County Engineer, will be looking into the total cost to repair this roof and if necessary, Council will have a special meeting to take action regarding the matter.

Magistrate's Office:

Mr. Timms, Chairman, Personnel & Intergovernmental Committee, informed Council it was the recommendation of the committee that the secretary in the Westminster Magistrate's Office be transferred to work in the Seneca Office two (2) days a week, at Judge Earle's discretion on a temporary basis. This recommendation was adopted unanimously.

Ordinance 2000-06:

Mr. Timms also informed the Council that it was the recommendation of the committee that Ordinance 2000-06, "OCONEE COUNTY ORGANIZATIONAL ORDINANCE" be adopted on first reading in title only. This recommendation was adopted unanimously.

Westminster Garbage Disposal:

Mr. Timms further informed Council that it was the recommendation of the committee that contingent upon approval of the City of Westminster, the County Attorney, the Westminster City Attorney and the Solid Waste Director look at the contract that the City of Westminster has with NE Waste in an effort to find a solution to their problem.

Hospital Vote:

To Mr. Timms inquiry, Mr. Norton assured him that he was looking into the problem of two (2) Council Members being unable to vote on hospital matters due to being board members.

Personnel & Intergovernmental Committee Meeting:

Mr. Timms announced a meeting of the Personnel & Intergovernmental Committee Tuesday, May 2, 2000 at 5:30 PM to discuss Ordinance 2000-06.

Tourism Committee:

Mrs. Hughes made a motion, seconded by Mr. Hamilton, approved 5 – 0 that Mrs. Mildred Spearman be appointed to represent District IV on the Tourism Committee.

Rating of Roadways:

Mrs. Hughes made a motion, seconded by Mr. Hall, defeated 3 – 2 (Mr. Timms, Mr. Thomas & Mr. Hamilton voting against, Mrs. Hughes & Mr. Hall voting for) that implementation of the new rating system be withheld until the county has obtained concrete, verifiable information based on the actual cost of maintenance of each road. (See attached)

Memos to Department Heads:

Mr. Orr assured Mrs. Hughes that he would consider her request to reconsider his memo of February 11, 1999 whereby he instructed county employees not to give information on county operations to Council Members unless first cleared by his office and also his memo of November 15, 1999 which forces any employee to immediately inform you of any contact with a Council Member as well as supply you with the context of the conversation be immediately rescinded. Mrs. Hughes further requested that if Mr. Orr is still requiring certain department heads to keep a log of all contacts with Council Members, that burden also be lifted. (See attachment)

Purchasing, Contracting, Real Estate, Building & Grounds Recommendation (Contingency):

Mr. Thomas, Chairman, Purchasing, Contracting, Real Estate, Building & Grounds Committee, informed Council it was the recommendation of the committee that \$48,700 be taken from contingency for the purpose of renovating the basement of the courthouse for the Probate Judge's Offices. This recommendation was adopted unanimously.

Public Buildings (Contingency):

Mr. Thomas made a motion, seconded by Mr. Hall, approved 5 – 0 that \$4,137 be taken from contingency to hire a carpenter in Public Buildings for the period of May 1, 2000 through the remainder of this fiscal year.

Tourism Committee Meeting:

Mr. Hall requested an organizational meeting of the Oconee County Tourism Committee Tuesday, April 25, 2000 at 6:00 PM in Council Chambers.

Library Board Member:

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 5 – 0 that Ms. Carol Garland be appointed to the Library Board.

Budget & Finance:

Mr. Hall made a motion that the purchasing policies be amended that any aggregate changes for any one contract be limited to twenty percent (20%) of the original contract or \$20,000, whichever is lower, without Council approval.

After discussion, Mr. Orr referred this matter to the Budget & Finance Committee as such action will require amending the Purchasing Manual.

Executive Session:

Mrs. Hughes made a motion, seconded by Mr. Hall, approved 5 – 0 that Council go into executive session for the purpose of discussing personnel and legal matters.

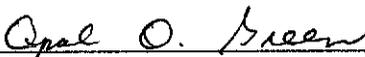
Open Session:

There was no action taken when open session resumed.

Adjourn:

Adjourn: 4:20 PM

Respectfully Submitted,



Opal O. Green
Council Clerk

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

OCONEE MEMORIAL HOSPITAL,

Lessor,

- and -

OCONEE COUNTY SHERIFF'S DEPARTMENT,

Lessee.

Prepared by:

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STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

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LEASE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1999, by and between **OCONEE MEMORIAL HOSPITAL** (hereinafter "the Lessor") and **OCONEE COUNTY SHERIFF'S DEPARTMENT** (hereinafter "the Lessee"), and the Agreement is executed and delivered in duplicate originals.

ARTICLE I: PREMISES

For and in consideration of the mutual promises and covenants contained herein, the Lessor hereby agrees to lease and demise to the Lessee and the Lessee agrees to rent from the Lessor according to the terms hereof the following described property (hereinafter "the Premises"), to wit:

Adequate property for the location of an auxiliary office for the Oconee County Sheriff's Department to be located on the property owned by the Lessor, including, but not limited to, sufficient space for parking

ARTICLE II: TERM AND RENTAL**2.1: Original Term**

The term of this Lease shall be at will on a month to month basis, commencing on the _____ day of _____, 1999.

2.2: Rental

The rental for the Premises shall be the sum of One and 00/100 (\$1.00) dollar per annum, to be due and payable in advance, commencing on the first day of the term and a like amount on a like date of each year thereafter, always in advance.

2.3: Termination of Lease

The parties mutually covenant and agree that either shall have the right to terminate this lease agreement for any reason, at any time without cause. The

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party terminating this lease shall give the other party thirty (30) days written notice of its intent to terminate.

ARTICLE III: CONSTRUCTION AND MAINTENANCE

As additional consideration for the rental paid hereunder, the Lessor agrees to allow the Lessee to construct a building on the premises with approval by the Lessor of the design and exterior construction materials so that any building that the Lessee may construct would be comparable to the existing buildings of the Lessor. The Lessee agrees that the construction of any building on the premises of the Lessor shall be at the sole expense of the Lessee. Further, Lessee agrees to maintain the building in an acceptable state of repair and the Lessee shall be responsible for all maintenance and upkeep thereon.

ARTICLE IV: COVENANTS OF LESSOR

The Lessor, for itself, its successors and assigns, covenants and agrees with the Lessee as follows, to wit:

4.1: To allow Lessee quiet and peaceful possession of the leased Premises so long as same be not inconsistent with the terms of this Lease.

4.2: To timely pay all taxes and assessments which may become due and owing on the Premises so as not to interfere with possession thereof by the Lessee.

4.3: To allow Lessee to remove any fixtures from the Premises at the expiration of the Lease, provided that any damage to the Premises occasioned by such removal be repaired and replaced by Lessee within thirty (30) days of such removal.

4.4: Lessor reserves the right to go upon the Premises from time to time to inspect the same, but agrees that such inspection shall be carried on in such a manner as not to interfere with continued peaceful possession thereof by the Lessee.

ARTICLE V: COVENANTS OF LESSEE

The Lessee, for itself, its successors and assigns, hereby covenants and agrees with the Lessor as follows, to wit:

5.1: To pay the rental when due and not to suffer to exist on the leased Premises any nuisance or any illegal or unlawful activity,

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nor suffer to exist thereon any condition which would tend to detract from the general appearance of the premises.

5.2: That Lessee will not sublet the Premises nor assign this Lease to any other person, firm or corporation, without the prior written consent of the Lessor, which consent shall not be arbitrarily or unreasonably withheld.

5.3: That Lessee will be responsible for any alterations or improvements made on the Premises with the consent of the Lessor, it being understood and agreed that no such alterations may be made without the consent of the Lessor, and shall cause to be paid all costs and expenses in connection therewith in a prompt and businesslike manner so as to protect and save harmless the Lessor and the leased Premises from claims of materialmen or mechanics. Lessee agrees that any such improvements permanently affixed to the leased Premises shall remain with the Premises and become the property of the Lessor at the termination of this Lease.

5.4: That as additional consideration for this Lease, Lessee will timely pay all assessments for utilities consumed upon the Premises.

5.5: That as additional consideration for this Lease, Lessee will keep and maintain fire and hazard insurance on the leased Premises throughout the term of this Lease and any extension thereof.

5.6: That Lessee will, so long as this Lease be in full force and effect, keep and maintain on the leased Premises public liability insurance in such amounts as shall be required from time to time by the Lessor, and in such form as to protect the Lessor and the leased Premises from any claim for injury to person or damage to property upon the leased Premises and shall furnish to the Lessor a copy of the policy providing such coverage, together with evidence of prompt payment of all premiums due thereon.

5.7: That at the expiration of this Lease, Lessee will return the leased Premises to the Lessor in as good condition as when received, excepting only reasonable wear and tear occasioned by everyday use and occupancy or damage or destruction by fire or other unavoidable casualty as hereinafter set forth. Lessee specifically agrees to promptly repair and replace any damage to the

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Premises occasioned by the negligence of the Lessee or its employees, agents or customers.

ARTICLE VI: MUTUAL COVENANTS

The Lessor and the Lessee mutually covenant and agree, each with the other, as follows, to wit:

6.1: If the Lessee shall breach any of the terms of this Lease for a period in excess of thirty (30) days, and Lessee fails to cure such default after ten [10] days written notice to cure the same, then in any such event the Lessor shall have the right to retake possession of the leased Premises immediately and all rights of possession of the Lessee shall end and the Lessor shall have the right to relet the Premises under such terms and conditions as Lessor may be able, the Lessee remaining responsible for any and all loss of rental suffered by Lessor by reason of a breach of this Agreement.

6.2: Should either party find it necessary to bring legal action to cure any default or breach of any covenant or condition hereof, including but not limited to the covenant to pay the rental as stated herein, it is mutually understood and agreed that the prevailing party in such litigation shall be entitled to an award of reasonable attorney fees not to exceed fifteen (15%) percent of the liquidated damages established by the prevailing party, together with all court costs and expenses in connection with the enforcement of his claim.

6.3: If the leased Premises or any portion thereof be hereafter acquired by public authority through eminent domain or condemnation and if such taking or condemnation be such as to materially affect the purpose for which the Premises are rented, including but not limited to the taking of more than thirty (30%) percent of the parking area adjacent to the building on the leased Premises, then the Lessor shall have the option to substitute such additional parking area as to restore the usefulness of the Premises to Lessee or if the Lessor be unable to restore the Premises or unwilling to do so, the Lessee shall have the right to revoke this Lease. It is specifically agreed however, that the Lessee shall have no claim to any award for condemnation received by Lessor, any damages suffered by the taking of the Premises by any condemning authority to be damage to the Lessor, only.

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6.4: If the leased Premises be destroyed by fire or other unavoidable casualty which is not due to the negligence of the Lessee or its agents, employees or customers, so as to render the same untenable and unfit for use and occupancy by the Lessee for a period in excess of thirty (30) days, then at the option of either party this Lease may be rescinded and become of no further force and effect. Provided, however, if the Premises may be repaired and restored to usefulness within a reasonable time, then at the option of the Lessor the Premises may be restored and this Lease preserved and the rental shall cease for such time as the Premises are untenable by the Lessee.

6.6: Each of the parties acknowledges receipt of one copy of this Lease, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their successors and assigns during the term herein created and is enforceable at law. The parties acknowledge their mailing addresses to be as noted beneath their signatures below and that all notices required under the terms hereof may be mailed to that address.

TO ALL OF WHICH the parties have heretofore agreed and in witness whereof, have hereunto placed their Hands and affixed their Seals this day and date first above written.

Signed, Sealed and Delivered
in the Presence of:
(As to Lessor)

OCONEE MEMORIAL HOSPITAL

BY: _____ [SEAL]
Lessor

ADDRESS: _____

(As to Lessee)

OCONEE COUNTY SHERIFF'S DEPT.

BY: _____ [SEAL]
Lessee

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RECEIVED

APR 6 - 2000

LINE ITEM BUDGET DESCRIPTION CHANGE OCONEE COUNTY PURCHASING DEPT

AUTHORIZATION TO CHANGE ITEMS WITHIN A BUDGET LINE ITEM FROM ORIGINAL REQUEST

BUDGET YEAR 1999 - 2000

1. LINE ITEM TO BE CHANGED: 010--053 - 00150 - 00840

DESCRIPTION OF CHANGE REQUESTED: Request that this office be allowed to purchase an underwater camera for the County Dive Team. The cost will be approximately \$6000.

2. LINE ITEM TO BE CHANGED: _____

DESCRIPTION OF CHANGE REQUESTED: _____

DEPARTMENT HEAD SIGNATURE

APPROVED: _____
PURCHASING AGENT

DATE: _____

APPROVED: _____
COUNTY SUPERVISOR

DATE: _____

DISAPPROVED: _____
PURCHASING AGENT OR COUNTY SUPERVISOR

DATE: _____

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

PROCLAMATION

WHEREAS, earthquakes pose a constant threat to the citizens of South Carolina; and

WHEREAS, the most damaging earthquake ever recorded in the eastern United States occurred in Charleston on August 31, 1886, taking 110 lives, causing vast damage, and establishing firmly that earthquakes pose a real risk to lives and property throughout the Palmetto State; and

WHEREAS, the citizens of the State of South Carolina and the County of Oconee must be made aware of potential threat of unpredictable seismic activity and of those things that can be done before, during and after earthquakes to save lives, protect property and abate damages and injuries; and

WHEREAS, the Emergency Preparedness Division of the Office of the Adjutant General and the Earthquake Education Center at Charleston Southern University are committed to educating all South Carolinians about earthquake safety and preparedness; and

WHEREAS, Governor Hodges proclaimed April 9 – 15, 2000 as **EARTHQUAKE AWARENESS WEEK** throughout the Great State of South Carolina.

NOW THEREFORE, BE IT KNOWN THIS DATE that the Oconee County Council does hereby proclaim April 16 – 22, 2000 as **EARTHQUAKE AWARENESS WEEK** throughout the County of Oconee and encourages all Oconeeans to become more informed of the hazards and threat of earthquakes, to take whatever steps necessary to make homes, schools, businesses and public places as earthquake-safe as possible, and to support increased public information and awareness programs on earthquake safety.

ADOPTED ON FIRST AND FINAL READING this 18th day of April, 2000.

Harrison E. Orr
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2000-06**

WHEREAS, the Oconee County Council Adopted Ordinance 99-14, "UNIFIED PERFORMANCE STANDARDS ORDINANCE AND LAND DEVELOPMENT REGULATIONS" on third and final reading April 4, 2000; and

WHEREAS, this ordinance provides for the establishing of fees for this ordinance by resolution.

NOW THEREFORE, BE IT RESOLVED in Council duly assembled, with a quorum present and voting that the following fees are adopted:

SEXUALLY ORIENTED BUSINESSES CHAPTER:

Application Fee:	\$1,000.00
Annual Fee:	\$1,000.00
Per Employee Fee:	\$ 25.00

COMMUNICATIONS TOWERS CHAPTER:

Application Fee:	\$1,000.00 + estimated technical Expenses
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GROUP HOMES AND GROUP DEVELOPMENTS CHAPTER:

Application Fee:	\$ 50.00
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FEES RELATING TO ALL CHAPTERS OF THE ORDINANCE:

Variance Application:	\$ 50.00
Appeal Application:	\$ 50.00

APPROVED & ADOPTED on first and final vote this 18th day of April 2000 by a vote of: _____:YES _____:NO

Harrison E. Orr
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green, Council Clerk

1084

Motion to Change Previous Motion for Rating of Roads

Mr. Chairman, some time ago we adopted an additional component to the points system we use to prioritize the unpaved roads that will be paved in the future.

This component was designed to assign points to gravel roads to reflect the annual expense of maintenance to the county. I believe it gives 50 points for a high maintenance road, 25 points for a medium maintenance road and no points for a low maintenance road.

As the county had no detailed records of the funds expended in maintaining each unpaved road, it was decided to rely upon the recollection of the county supervisor and road department employees to determine which roads have been high maintenance in the past and assign these points accordingly.

While I certainly agree with the need to incorporate the cost of upkeep into our decision as to whether or not to pave a road, I have some serious concerns about the procedure that we elected to use to assign points for maintenance expense to the roads.

Excluding the recent addition, our entire road rating system uses concrete, verifiable information to assign paving priorities to these roads. Adding a component based on recollection alone, no matter how dependable and trustworthy the source of the recollection, is, to me, potentially damaging to our current system.

To those of us familiar with the current system, fifty additional points added erroneously under the new proposal could result in the paving of a road in one area to the detriment of another more deserving road in a community which has long waited to enjoy the benefits of a paved road.

Therefore, **[I am making the motion that we withhold implementation of this new rating system until we have obtained concrete, verifiable information based on the actual cost of maintenance of each road. In order to do this we must compile actual information on the annual cost expended by the county on each of these roads prior to adding these points in order to ensure that a fair and accurate priority list is presented to the people.]**

~~Recommendation to base ^{that} the road paving priority
be on actual priority list based entirely on criteria
without consideration of district.~~

Mr. Chairman,

In the interest of a return to open government, I am asking that you revoke your memo of February 11, 1999 where you instructed county employees not to give information on county operations to county council members unless first cleared by your office. I would also ask that, your memo dated November 15, 1999, which forces employees to immediately inform you of any contact with a council member as well as provide you with the context of the conversation be immediately rescinded. In addition, if you are still requiring certain department heads to maintain a log of all contacts with county council members, I ask that you lift this burden as well. These are not the kinds of conditions that are conducive to the free flow of information necessary to conduct the business of the people in a democracy.