



AGENDA
LAURENS COUNTY COUNCIL
JULY 11, 2017 – 5:30 P.M.
HISTORIC COURTHOUSE – PUBLIC SQUARE

1. Call to Order
2. Invocation – Vice Chairman Tollison
Pledge of Allegiance
3. Approval of Agenda – July 11, 2017
4. Approval of Minutes of Previous Meetings
 - a) May 23, 2017 Regular Meeting
 - b) June 27, 2017 Regular Meeting
5. Reports To Council
 - a) Telephone Audit Update – Billy Wilson, Vehicle Maintenance/County Procurement
 - b) Chuck Bobo, Codes Officer – Quarterly Report on Permit Activity
6. Old Business
 - a) Fire Contracts Fountain Inn and Clinton – Greg Lindley, Director of Fire Services
7. New Business
8. Public Comment- Fifteen (15) Minute Period for Public Comment (*Required to sign in prior to the meeting*)
9. County Council Comments
10. Adjournment



MINUTES
MAY 23, 2017
LAURENS COUNTY COUNCIL
HISTORIC COURTHOUSE – COUNCIL CHAMBERS

ATTENDANCE: **COUNCIL MEMBERS PRESENT-** County Council Chairman Joe Wood and County Council Members: Diane Anderson, Stewart Jones, Garrett McDaniel, David Pitts, and Ted Nash.

COUNCIL MEMBERS ABSENT: Vice Chairman Tollison (work out of state)

COUNTY STAFF: Laurens County Administrator, Jon Caime; Laurens County Clerk to Council, Betty Walsh and Laurens County Attorney, Sandy Cruickshanks.

STAFF ABSENT: None.

DEPARTMENT HEADS PRESENT: Nick Nichols, County Coroner; Billy Wilson, County Vehicle Maintenance / Procurement Director; Chuck Bobo, County Codes Officer; Andy Howard, County Park, Recreation and Tourism Director; Lynn West, County Registration / Elections Director; Lisa Kirk, County Finance Director; Ann Szypulwki, County Library Director; Cindy Burke, Laurens County Treasurer; Rob Russian, Director of Public Works; Joey Avery, Director of E911/Communications; and Laurens County Human Resources Manager, Debi Parker.

PRESS: Vic MacDonald, *The Clinton Chronicle* and Emil Finley, WLBG Radio.

PUBLIC COMMENT SIGN-UPS – Tracie Langston, Cathy McMahan, Cindy Sanders and Deborah Watkins.

SCHEDULED MEETING AGENDA ITEMS – MAY 23, 2017 – 1.) Call to Order; 2.) Invocation; 3.) Pledge of Allegiance; 4.) Approval of Agenda May 23, 2017; 5.) Approval of Minutes regular session; 6.) Reports to Council: a.) Fiscal Year 16/17 Financial Report, Month 10; b.) Quarterly Report, Ordinance #654 Reserve Fund; c.) Fire Fund #135 Quarterly Report; 7.) Old Business: a.) Public Hearing, Ordinance #833, “Project Angus”, Fee-in-lieu-of-taxes; b.) Second Reading, Ordinance #833, “Project Angus”, Fee-in-lieu-of-taxes; c.) Second Reading, Ordinance #834, Fiscal Year 2017/2018 County Budget; d.) Second Reading, Ordinance #835, Fiscal Year 2017/2018 Fire Services Budget; e.) Second Reading, Ordinance #836, Amending Cell Tower Ordinance; f.) Retiree Health Insurance, Non-eligible Existing Retirees; g.) Nominations, Animal Control Advisory Committee; 8.) New Business: a.) Recognition of Clinton High School Olympiad Team; b.) Resolution, EMS Week; 9.) Public Comment - Fifteen (15) Minute Period for Public Comment; 10.) County Council Comments; 11.) Executive Session – Legal Briefing; 12.) Adjournment.

MEETING NOTIFICATION – The requesting general public and Press were informed of the meeting in a timely manner. Postings of the Agenda were posted in County facilities on their bulletin boards and also posted on the County Web Site.

CALL TO ORDER – Chairman Wood called the meeting to order at 5:30 P.M. and invited all to stand for the Pledge of Allegiance and prayer.

INVOCATION – Chairman Wood provided the invocation.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was conducted by all.

APPROVAL OF AGENDA – Chairman Wood called for approval of the agenda inclusive of any additions or deletions.

COUNCILMAN MCDANIEL made the MOTION to approve the agenda with COUNCILMAN PITTS SECONDING; VOTE 6-0.

APPROVAL OF MINUTES – COUNCILMAN MCDANIEL made the MOTION for the approval of previous meetings minutes COUNCILMAN NASH SECONDING; VOTE 6-0.

REPORTS TO COUNCIL:

8.) **NEW BUSINESS:**

a.) **FISCAL YEAR 16/17 FINANCIAL REPORT, APRIL 30, 2017 - MONTH 10:**

<u>Expenditures</u>		<u>Revenues:</u>	
General Fund	82%	General Fund	84%
EMS	74%	EMS	87%
Victims' Assistance	85%	Victims' Assistance	82%
Solid Waste	71%	Solid Waste	95%
Medical Indigent	75%	Medical Indigent	95%
ZF Bond	100%	ZF Bond	100%
Tech / USC	106%	Tech / USC	96%

As of the increase / decrease of fund balance is at approximately one million dollars (\$1,000,000) with two (2) more months to go in this fiscal year.

Councilman Pitts asked if we have collected three hundred thousand dollars (\$300,000) more this year than at the same time last year. Mrs. Kirk replied that that was correct.

Councilman Pitts asked if there were any more anticipated revenue before the fiscal year end? Mrs. Kirk replied, "We have collected most of the anticipated taxes but still undetermined from State Local Government Funds and salary supplements".

b.) **THIRD QUARTER REPORT, ORDINANCE #654, SIX (6) MILL RESERVE FUND:**

Carryover from prior Fiscal Year	\$	-	
2016 Fiscal Year Deficit	\$	(422,562.00)	
2017 Fiscal Year Deficit Revenue	\$	1,057,944.00	To be applied to prior year deficit
Estimated Carryover current Fiscal Year	\$	635,381.75	

c.) **FIRE CAPITAL RESERVE FUND #135 QUARTERLY REPORT:**

	BUDGETED	CURRENT PERIOD	YEAR-TO-DATE	REMAINING BALANCE	PCT USED	PREVIOUS PERIOD	PREVIOUS YEAR-TO-DATE
134 Fire Capital Reserve							
BEGINNING BALANCE							
253 Fund Balance							
134-253-25300-25300 Fire Cap Res - Fund Balance	0.00	0.00	598,131.37	-598,131.37	0	0.00	599,914.65
253 Fund Balance	0.00	0.00	598,131.37	-598,131.37	0	0.00	599,914.65
	0.00	0.00	598,131.37	-598,131.37	0	0.00	599,914.65
REVENUE:							
311 General Property Taxes							
134-311-31110-31110 Fire Cap Res - Current Tax	0.00	7,959.48	177,796.52	-177,796.52	0	17,175.83	182,317.61
134-311-31120-31120 Fire Cap Res - Delq Taxes	0.00	2,971.61	11,176.82	-11,176.82	0	2,843.60	9,210.76
134-311-31130-31130 Fire Cap Res - Vehicle	0.00	2,840.25	32,893.99	-32,893.99	0	2,949.45	31,475.75
134-311-31140-31140 Fire Cap Res - FLOT	0.00	1,626.27	57,165.71	-57,165.71	0	0.00	43,224.18
134-311-31150-31151 Fire Cap Res - Prior Year Refunds	0.00	-1,166.76	-7,897.76	7,897.76	0	-53.95	-2,123.82
311 General Property Taxes	0.00	14,236.85	271,135.28	-271,135.28	0	22,616.91	263,964.48
TOTAL REVENUE	0.00	14,236.85	271,135.28	-271,135.28	0	22,616.91	263,964.48
EXPENDITURE:							
800 Other Expenditures							
134-800-80000-80029 Fire Cap Res - Claims Authorized	0.00	0.00	15,250.41	-15,250.41	0	0.00	0.00
800 Other Expenditures	0.00	0.00	15,250.41	-15,250.41	0	0.00	0.00
TOTAL EXPENDITURE	0.00	0.00	15,250.41	-15,250.41	0	0.00	0.00
EXCESS OF REVENUE BEFORE TRANSFERS							
	0.00	14,236.85	854,236.24		0	22,616.91	823,879.13
EXCESS OF REVENUE AFTER TRANSFERS							
	0.00	14,236.85	854,236.24		0	22,616.91	823,879.13

7.) **OLD BUSINESS:**

- a.) **PUBLIC HEARING, ORDINANCE #833, “PROJECT ANGUS”, FEE-IN-LIEU-OF-TAXES**
– Chairman Wood opened the public hearing at 5:43 P.M.

Chairman Wood questioned why the public hearing was being held during second reading and not third reading. Attorney Cruickshanks replied, “It is totally up to the company and in this case it allows for some timing changes to work out the details. This is an eighty million dollar project with a fixed fee platform. There will be few jobs and this is a first for a fixed fee. It all depends on how things vary upward or downward from the proposed eighty million dollar project. Third reading will be in June.

Representing Attorney, Mr. Vincent Sheehen, recognized Mr. Bryan Medford, CEO and Mr. Luke Rogers, Project Manager from Birds Eye, and Carrol Copeland, the property owner and stated that this will be property tax base revenue for Laurens County.

Chairman Wood closed the public hearing at 5:45 P.M.

- b.) **SECOND READING, ORDINANCE #833, “PROJECT ANGUS”, FEE-IN-LIEU-OF-TAXES**
- COUNCILMAN PITTS made the MOTION for approval with COUNCILMAN MCDANIEL SECONDING; VOTE 6-0.

Councilman Pitts asked for clarification of the fixed fee. Attorney Cruickshanks replied that it is for thirty years with ten year increments not replacing equipment but to remain for thirty years and allowing for surety to all.

Councilman Pitts asked if there were any determined anticipated revenue formulas. Attorney Cruickshanks provided the following based on the eighty million dollar investment – three hundred eighty four thousand dollars (\$384,000) for the first ten (10) years; four hundred seventy two thousand dollars (\$472,000) for the second ten (10) years and five hundred sixty thousand dollars (\$560,000) remaining term.

Chairman Wood confirmed that this was the solar project and asked with what Park Agreement was it assigned to and percentages. Attorney Cruickshanks replied that it was with the Octagon Park Agreement which holds a fifty/fifty/ten (50/50/10) split.

- c.) **SECOND READING, ORDINANCE #834, FISCAL YEAR 2017/2018 COUNTY BUDGET** –
COUNCILMAN JONES made the MOTION for the approval with COUNCILMAN PITTS SECONDING; VOTE 6-0.

- d.) **SECOND READING, ORDINANCE #835, FISCAL YEAR 2017/2018 FIRE SERVICES BUDGET** - COUNCILMAN JONES made the MOTION for the approval with COUNCILMAN PITTS SECONDING; VOTE 6-0.

- e.) **SECOND READING, ORDINANCE #836, AMENDING CELL TOWER ORDINANCE** –
Public Works Director Rob Russian explained that this is another regulatory ordinance requiring updating.

COUNCILWOMAN ANDERSON made the MOTION for the approval with COUNCILMAN MCDANIEL SECONDING; VOTE 6-0.

- f.) **RETIREE HEALTH INSURANCE, NON-ELIGIBLE EXISTING RETIREES** – In review, Administrator Caime said, “This report is specifically for four (4) specific situations that are still with the retiree health insurance program. At some point in the 1990’s the State made a determination with our health insurance program to allow the existing Board members to continue participating as grandfathered participants. Of these four (4), two (2) members retired and were granted the insurance program for life. Recent decisions of Council eliminated these participants from the program. To

continue to stay with the insurance program, they were now allowed to pay for the continued coverage starting July 1, 2017. One (1) Board Member who was initially grandfathered by the State has not yet retired from the position. From the decision made by Council earlier, this Board Member will not be entitled to carry the insurance program. One (1) additional retired Board Member was a full time employee of the County who actually met the requirements of service years and age. Since being covered with another insurance program from her husband, she requested to only participate in the dental plus insurance portion of the County's insurance program in lieu of health insurance. Since the previous decision of Council to not provide dental or dental plus coverage for retirees, this too will need Council approval".

COUNCILMAN PITTS made the MOTION for approval with COUNCILMAN NASH SECONDING for further discussion.

Councilwoman Anderson said, "These individuals are appointed by the Delegation for their services and are not employees of the county. Several were employees of the State. Let me emphasize that at a previous meeting there were only two (2) recognized. And yet at another meeting three (3) were recognized and now there are four (4). I do not agree with grandfathering these appointees".

Councilman Nash said, "Due to service, I feel we have the duty to honor them".

Councilman Jones said, "I feel that there has been a lack of communication over the years about this and now it has been corrected for the future. They are outside of the normal organization of employees. We have the right to honor them by grandfathering them as they have worked for over thirty (30) years with the understanding of carrying the insurance".

Chairman Wood said, "I do not see them as an exception as they averaged thirty (30) years each as a member of the Commission and should be grandfathered in".

COUNCIL VOTED 5-1 (Councilwoman Anderson in objection).

- g.) **NOMINATIONS, ANIMAL CONTROL ADVISORY COMMITTEE** - Public Works Director, Rob Russian reported that social media is used by Animal Control to get the word out about available dogs at the pound. Continuing he said, "This is a good tool for all. But of recently the negative comments and personal attacks on employees is not good. It hurts us in the public eye. The animal advocates have got to help us better this department and not attack our responsibilities. I have asked the staff to refrain from any comments. The new employee is very discouraged but is excited that Council will be appointing an Advisory Committee. With the appointments by Council we hope to meet with this Advisory Committee in June".

Chairman Wood asked if the duties of this Committee had been established. Mr. Russian replied that policy and procedure had not been determined at this point but will be part of the duties off the Committee. Chairman Wood asked that when developed that it should be brought to Council for approval.

COUNCILMAN PITTS made the MOTION for a total of seven (7) appointees, with one (1) from each County Council Member's district. COUNCILWOMAN ANDERSON SECONDING; VOTE 6-0.

With the motion stating appointments by Council, Council was directed to have nominations ready for Council approval at the next Council meeting.

Administrator Caime reminded all that with this committee being appointed by Council that the Committee is subject to open records.

8.) **NEW BUSINESS:**

- a.) **RECOGNITION OF CLINTON HIGH SCHOOL OLYMPIAD TEAM** – Councilman Jones recognized the accomplishments of the Clinton School District #56 Olympiad Team as one of the top

rated high school in South Carolina by U.S. News and World Report. A Resolution of commendation will be available at the next meeting of Council for approval.

- b.) **RESOLUTION, EMS WEEK** – EMS Director Matt Pennington requested Council to approve a Resolution declaring May 22nd thru 27th, 2017 as EMS Week in Laurens County.

COUNCILMAN PITTS made the MOTION to approve the request with COUNCILMAN JONES SECONDING; VOTE 6-0.

- 9.) **PUBLIC COMMENT** – Chairman Wood opened the public comment period at 6:20 P.M.

- a.) Tracie Langston said, “I am here along with my sister, Cathy McMahan, to request action of Council as to a situation where my niece purchased land several months ago. Problems have evolved due to the road frontage and perk tests not allowing her to establish residence on the property. Mr. niece has paid over one hundred fifty dollars (\$150) to DHEC and for someone with equipment to perform the perk tests. We would like to ask Council to grandfather in the portion she purchased of the property and allow her to establish residence there”.

Chairman Wood replied that he felt this to be an appeals process that needs to go before the County Planning Commission. Chairman Wood advise Ms. Langston to put her request with the Planning Commission.

- b.) Cathy McMahan had signed up to speak but her sister, Tracie Langston spoke on her behalf concerning the easement to their property.
- c.) Cindy Sanders approached Council addressing her past experience with adopting a dog to help her through the death of her daughter in 2002 and spoke briefly of animal abuse within Laurens County.
- d.) Deborah Watkins approached Council expressing her concerns of animal abuse and the procedures Laurens County uses when the hold dogs that they have picked up from within the County.

Chairman Wood closed the public comment period at 6:35 P.M. and stated that the County Animal Control is doing the best they can for Laurens County.

- 10.) **COUNTY COUNCIL COMMENTS:**

- a.) Councilman Jones congratulated Mr. Lindley on his recent recognition of obtaining his National Emergency Medical Technician certification and that he was certainly an asset to the County. Also, Councilman Jones expressed his appreciation towards the fusion of Fire and EMS within Laurens County and congratulated Amanda Munyon upon her recent appointment as the Chamber of Commerce Executive Officer for Laurens County.
- b.) Councilman Nash thanked all that assisted with him at the last Council meeting when he became ill and had to go to the hospital and was treated for dehydration.
- c.) Councilwoman Anderson spoke of complaints that she was getting from the Town of Waterloo about the overgrowth and general maintenance neglect at the Golf Course there.
- d.) Councilman McDaniel expressed his appreciation towards the animal advisory committee and that hopefully this will better the services within the County.
- e.) Councilman Pitts expressed his appreciation towards the County EMS and stated that they have gone above and beyond the call of duty with all of the events happening of lately.
- f.) Chairman Wood recognized Mrs. Amanda Munyon for her appointment to the Laurens County Chamber of Commerce as the Executive Officer in charge and recognized the upcoming Catfish Festival in Ware Shoals.

- 11.) **EXECUTIVE SESSION** – COUNCILMAN NASH made the MOTION for Council to move into executive session at 6:45 P.M. for a legal briefing. COUNCILMAN MCDANIEL SECONDING; VOTE 6-0. Councilman Pitts had to leave to attend a District #56 School Board meeting.

There was a COUNCIL CONSENSUS (5-0) to reconvene in open session at 7:25 P.M.

- a.) **Legal Briefing** – COUNCILMAN MCDANIEL made the MOTION to allow the Finance Director to continue to resolve the employee insurance issue. COUNCILWOMAN ANDERSON SECONDING; VOTE 5-0.

- 12.) **ADJOURNMENT** – With no further action required by Council, Chairman Wood adjourned the meeting at 7:30 P.M.

Respectfully Submitted,


Betty C. Walsh, Laurens County Clerk to Council



MINUTES

LAURENS COUNTY COUNCIL

JUNE 27, 2017

LAURENS COUNTY COUNCIL

HISTORIC COURTHOUSE – COUNCIL CHAMBERS

ATTENDANCE: COUNCIL MEMBERS PRESENT: County Council Chairman Joe Wood and County Council Members: Diane Anderson, Garrett McDaniel and David Pitts.

COUNCIL MEMBERS ABSENT: Vice Chairman Tollison (work out of state); Council Members Jones (family illness) and Nash (out of town).

COUNTY STAFF: Laurens County Administrator, Jon Caime; Laurens County Clerk to Council, Betty Walsh and Laurens County Attorney, Sandy Cruickshanks.

STAFF ABSENT: None.

DEPARTMENT HEADS PRESENT: Rob Russian, Director of Public Works; Matt Pennington, EMS Director; Joey Avery, E-911/Communications Director; Lisa Kirk, Finance Director; Debi Parker, Human Resources Manager; Billy Wilson, Vehicle Maintenance/Procurement Officer and Nick Nichols, Coroner.

PRESS: Vic MacDonald, *The Clinton Chronicle*; Billy Dunlap, GoLaurens.com; Iva Cadmus, WLBG Radio and John Clayton, *The Laurens County Advertiser*.

PUBLIC COMMENT SIGN-UPS – No one had signed up to address Council.

SCHEDULED MEETING AGENDA ITEMS – JUNE 27, 2017 – 1.) Call to Order; 2.) Invocation – Councilman Pitts; 3.) Pledge of Allegiance; 4.) Approval of Agenda June 27, 2017; 5.) Approval of Minutes May 9, 2017 and June 13, 2-17; 6.) Reports to Council: a.) FY 17 – Month #11 Report - Finance Director Lisa Kirk; 7.) Old Business: Hunter Industrial Park Signage; Public Hearing Ordinance #835-FY18 Fire Budget Ordinance; Third Reading Ordinance #835- FY18 Fire Budget Ordinance; 8.) New Business: FOIA Policy Approval; Airport - Part Time Position Request; LEMPG Grant Approval; FY17 – 18 - Continuance Resolution #2017-12; Ekom Volunteer Fire Department - reimbursement request for base radio; 9.) Public Comment - Fifteen (15) Minute Period for Public Comment; 10.) County Council Comments; 11.) Adjournment.

MEETING NOTIFICATION – The requesting general public and Press were informed of the meeting in a timely manner. Postings of the Agenda were posted in County facilities on their bulletin boards and also posted on the County Web Site.

CALL TO ORDER – Chairman Wood called the meeting to order at 5:30 P.M. and invited all to stand for the Pledge of Allegiance and prayer.

INVOCATION – Councilman Pitts provided the invocation.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was conducted by all.

APPROVAL OF AGENDA – Chairman Wood called for approval of the June 27, 2017 agenda inclusive of any additions or deletions.

Chairman Wood requested the addition of his nominee for the Animal Control ADHOC Advisory Committee.

COUNCILMAN MCDANIEL made the MOTION to approve the agenda with COUNCILWOMAN ANDERSON SECONDING; VOTE 4-0.

APPROVAL OF MINUTES – COUNCILWOMAN ANDERSON made the MOTION to approve the May 09, 2017 and the June 13, 2017 minutes; VOTE 4-0.

REPORTS TO COUNCIL:

a.) **FISCAL YEAR 2016/2017 – MONTH #11 REPORT** - Finance Director Lisa Kirk provided the following report:

Revenues:	General Fund	95%
	EMS	96%
	Victim’s Assistance	93%
	Solid Waste	99%
	Medical Indigent	102%
	ZF Bond	100%
	Tech/USC	104%

The information below represents the percentage of the expenditure budgets utilized by each fund. As of April 30th the ideal percentage utilized should be 92%.

Expenditures:	General Fund	89%
	EMS	81%
	Victim’s Assistance	93%
	Solid Waste	79%
	Medical Indigent	75%
	ZF Bond	100%
	Tech/USC	106%

Excess / deficiency of revenues for each fund are as follows:

General Fund	\$1,013,556
EMS	\$ 446,400
Victim’s Assistance	-\$ 52,450
Solid Waste	\$ 287,414
Medical Indigent	\$ 135,319
ZF Bond	\$ 0
Tech/USC	<u>\$ 3,966</u>

Increase/Decrease Fund Balance \$1,834,205

OLD BUSINESS:

HUNTER INDUSTRIAL PARK SIGNAGE – Mr. John Young, Manager, Commission of Public Works approached Council with the results of two (2) bids for signage at the Hunter Industrial Park and asked for an increase of funding. Those bids were as follows:

- #1 Sign Designs – 24’X10’ – triangular sign - \$37,200
- Rainbow Signs – 10’X21’6” – option 1 - one doublefaced aluminum sign – illuminated – \$21,830
- 10’X21’6” – option 2 - one three sided aluminum sign – illuminated - \$42,245

Mr. Young said, “Due to the condition of the signage, it is necessary to construct and install a new sign similar to the one at the Owings Park. I have also made arrangements for a matching grant through Santee Cooper. They will pay for half of the costs necessary. Council has already approved eight thousand six hundred dollars (\$8,600) at an earlier meeting which was based on repairs. Now that we need a new sign, we need to ask for an additional ten thousand dollars (\$10,000) from the Hunter Park Fund”.

COUNCILWOMAN ANDERSON made the MOTION to approve for the additional funding of ten thousand dollars (\$10,000) from the Hunter Park Fund to be applied with the matching funds from Santee Cooper for the construction and installation of a new sign. COUNCILMAN MCDANIEL SECONDING; VOTE# 4-0.

PUBLIC HEARING ORDINANCE #835- FY18 FIRE BUDGET ORDINANCE – This was postponed until the end of July.

THIRD READING ORDINANCE #835- FY18 FIRE BUDGET ORDINANCE - This was postponed until the end of July.

ADDED - APPOINTMENT - ANIMAL CONTROL ADHOC ADVISORY COMMITTEE – Chairman Wood made the nomination of Betty Burns as the appointee from County Council District #2. COUNCILMAN PITTS made the MOTION to approve with COUNCILWOMAN ANDERSON SECONDING; VOTE 4-0.

NEW BUSINESS:

FOIA POLICY APPROVAL – Attorney Cruickshanks stated that this would bring the County into compliance with new legislation. Councilman Pitts stated that all extreme requests should be brought to Council.

AIRPORT - PART TIME POSITION REQUEST – Andy Howard, Director of Parks, Recreation and Tourism and designated by County Council to assist the Airport Commission with projects, approached Council requesting a part time position to help maintain the mowing of the grounds at the airport.

Mr. Howard explained that inmate labor had been used in the past and is not available at this time and the Airport Commission has offered to reimburse the County for a part time position to assist with the mowing. This position would be an employee of the County with the County incurring the expenses involved with their employment. The cost for this employee would not exceed four thousand five hundred dollars (\$4,500) over the fifteen (15) week expected timeframe.

COUNCILWOMAN ANDERSON made the MOTION to approve the hiring of a part time mower for the Airport Commission and to not exceed the four thousand five hundred dollars (\$4,500). COUNCILMAN MCDANIEL SECONDING: VOTE 4-0.

LEMPG GRANT APPROVAL – E-911 / Communicatioins Director Joey Avery, approached Council asking for approval of the 2017 Local Emergency Management Performance Grant for Laurens County in the estimated amount of sixty thousand six hundred sixty one dollars (\$60,661). This is designated as special project funding and is due by June 30th.

Continuing Mr. Avery said, “The County will be reimbursed quarterly as documentation of expenditures have been provided towards the WEbEOC software.

COUNCILMAN MCDANIEL made the MOTION to approve with COUNCILMAN PITTS SECONDING; VOTE 4-0.

FY 17/18 – BUDGET CONTINUANCE RESOLUTION #2017-12 – Attorney Cruickshanks stated that this Resolution will allow the County to continue with budget deliberations to September 1st or before.

COUNCILMAN PITTS made the MOTION to approve with COUNCILMAN MCDANIEL SECONDING; VOTE 4-0.

EKOM VOLUNTEER FIRE DEPARTMENT- REIMBURSEMENT REQUEST FOR BASE RADIO – Mr. Greg Lindley approached Council requesting approval for reimbursement to the Ekom Volunteer Fire Department for the base station radio and pagers in the amount of two thousand eight hundred ninety eight dollars (\$2,898) from the fire contingency account.

COUNCILMAN PITTS made the MOTION to approve with COUNCILMAN MCDANIEL SECONDING; VOTE 4-0.

PUBLIC COMMENT – Mrs. Walsh noted that no one had signed up to address Council.

COUNTY COUNCIL COMMENTS – There were no comments from Council


EXECUTIVE SESSION – ECONOMIC DEVELOPMENT MATTER – COUNCILMAN PITTS made the MOTION for Council to move into executive session at 6:15 P.M. to discuss an economic development matter. COUNCIL MCDANIEL SECONDING; VOTE 4-0.

There was a COUNCIL CONSENSUS to reconvene in open session at 6:15 P.M.

Chairman Wood reported that no action was taken.

ADJOURNMENT – The meeting was adjourned at 6:26 P.M

Respectfully Submitted,


Betty C. Walsh, Interim Clerk of Council
Laurens County, South Carolina

SpyGlass

Executive Summary

The SpyGlass Group, Inc. was hired by The County of Laurens to perform an independent audit and analysis of its voice, data, internet and wireless services for all of its locations. During the course of this audit, we performed the following work:

- Met with county personnel to (a) identify the telecommunications and internet services that are in use by the County of Laurens and the outside companies providing such services, and (b) gather copies of bills, contracts, and other necessary materials for the audit.
- Developed a set of inventories of all services that are being billed by County of Laurens various telecommunications providers for each physical location involved with the audit.
- Compared the completed inventory with services currently in operational use by County of Laurens for purposes of identifying unnecessary and/or under-utilized services.
- Performed a scalability analysis on the services being provided based on County of Laurens intended use of the services and its number of users.
- Compared the completed inventory with current contracts and tariffs for the purpose of identifying inconsistencies that could result in retroactive recoveries.
- Compared the billed rates of all services with current market-competitive rates for the purpose of identifying opportunities for savings opportunities unrelated to service elimination.
- Researched and developed recommendations for Laurens County to cut costs going forward.

County of Laurens

04/01/2017 - 06/30/2017

	Permits Issued	Valuation	Fees Paid
Commercial			
Alteration	12	\$812,944.00	\$3,392.70
Misc./One Stop	13	\$77,818.00	\$1,122.00
New	10	\$692,241.80	\$4,539.50
Subtotal	35	\$1,583,003.80	\$9,054.20
One Stop			
Misc./One Stop	74	\$432,358.23	\$5,930.80
Subtotal	74	\$432,358.23	\$5,930.80
Residential			
Alteration	58	\$602,587.00	\$7,822.80
Misc./One Stop	303	\$2,078,850.44	\$28,359.80
New	80	\$5,602,232.90	\$31,569.85
Subtotal	441	\$8,283,670.34	\$67,752.45
Total	550	\$10,299,032.37	\$82,737.45
Mobile Home set-up permits New	34	\$1,415,086.36	\$11,574.50
Mobile Home set-up permits Pre- owned	12	\$66,400.00	\$3,182.50
Single Family Dwelling	31	\$4,528,596.50	\$23,430.78
New Commercial	5	\$561,950.00	\$3,060.00
Code Enforcement			
New Cases 2nd Q	31		
New cases 1fst Q	53		
2017 Active Cases	80		
2016 Active Cases	106		
2015 Active Cases	111		
2014 (Aug- Dec) Active Cases	15		
Inspection results			
Passed	749		
Failed	229		
Total	978		

2nd Quarter	Residential single Family		Commercial New		Value	Total Permits issued	Total value	Total Permit fees
	Number	Value	Number	Value				
2002	80	4,395,820	24	240,061	787	13,427,046	89,092	
2003	36	4,927,404	5	875,000	716	13,045,928	82,323	
2004	26	3,335,533	2	256,000	765	10,883,945	92,735	
2005	38	5,617,579	5	4,196,273	678	16,061,017	89,844	
2006	24	3,392,475	2	39,800	612	8,804,347	60,650	
2007	47	6,384,562	5	846,991	678	13,012,756	83,518	
2008	45	6,005,656	8	1,747,386	669	12,718,435	73,016	
2009	21	3,923,141	3	44,350	667	8,813,407	62,199	
2010	15	2,000,432	6	1,100,015	653	7,776,564	55,177	
2011	16	3,492,226	6	322,143	794	34,768,808	62,538	
2012	10	1,235,070	5	1,515,500	522	8,921,806	42,236	
2013	16	2,312,842	10	10,591,249	585	19,690,460	76,033	
2014	22	3,274,244	4	8,784,233	564	45,812,648	131,786	
2015	27	\$3,980,452.99	10	\$116,640.00	620	\$8,449,322.53	\$55,235.29	
2016	30	\$4,644,690.00	16	\$7,158,016.00	419	\$17,261,544.32	\$108,997.89	
2017	31	\$4,528,596.50	5	\$561,950.00	551	\$10,299,032.37	\$82,812.45	

City of Laurens 11 No Data

City of Clinton No new starts

Fountain Inn	9	225,000 to \$233,000
Tucker Branch	14	136,000 to \$139,500
Fountain Brook	20	93,000 to \$121,500
PineHaven	43	
Total		

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS) CONTRACT AND AGREEMENT

This Contract and Agreement is entered into by and between the County of Laurens (hereinafter referred to as "County"), the Director of Fire Services and City of Fountain Inn Fire Department, (hereinafter referred to as "Department") for the considerations, agreements and mutual promises as outlined herein.

1. **PARTIES** The parties to this contract and agreement are: Laurens County, the Director of Fire Services, P.O. Box 810, Laurens, SC 29360 and Fountain Inn Fire Department, Attention: Mr. Eddie Case, City Administrator, 200 N. Main St., Fountain Inn, SC 29644.

2. **PURPOSE** The primary purpose of this contract and agreement is for the County, pursuant to the provisions of Ordinance #410, as amended by Ordinance #700 and other controlling local legislation, to provide financial assistance, supplemental funding and support for the services rendered by the Department for basic fire and rescue to the citizens and residents of the fire district covered by the Department in the unincorporated areas of Laurens County.

3. **STATUS** The County is a body politic organized and existing under the statutory laws of the State of South Carolina and governed by a seven- (7) member Council. The Director of Fire Services is an employee of Laurens County. The Department is a non-profit corporation organized and existing under the statutory laws of the State of South Carolina, in good standing at the time of execution of this Contract and governed by its duly elected Board of Directors.

4. **TERM** The term of this contract and agreement shall be for one (1) year, commencing on **July 1, 2017** and terminating on **June 30, 2018** (the "Contract Year"). Should either party desire not to enter into a new contract, the party desiring to not renew, shall notify the other party at the address shown above, in writing, by certified, registered return receipt mail, with postage properly affixed and delivered on or before **March 31** preceding the end date of the Contract Year.

5. **RESPONSIBILITIES OF DEPARTMENT** The Department shall be responsible for the following:

A. The Department shall provide fire suppression for all fires and rescue incidents in the service area known as the Fountain Inn Fire District as shown and delineated on the master Fire District Map.

B. The Department, with certification of approval by its Board of Directors, shall submit a proposed annual budget to the Director of Fire/Rescue Services not later than **February 15th** of each year. The proposed budget shall include the

Department's request for expenditures to provide general fire suppression services in the District. The proposed budget shall include any proposed purchases or proposed capital expenditures. Failure to submit a proposed budget by February 15 will result in an immediate suspension of funding during the current Contract year and may result in suspension of funding for the next fiscal year.

- C.** The Department acknowledges that all funds appropriated, received and/or disbursed under this contract and agreement are public funds. As public funds, any funds that may be disbursed directly to the Department or for the benefit of the Department shall be maintained in a separate and segregated account. Annually the County shall conduct an audit of all public funds under this contract and agreement to determine proper accountability and proper public purpose use of these funds. As a benefit and service to the Department, the County shall implement internal direct disbursement of public funds pursuant to the approved budget of the Department and County procedures. The County may, from time to time, disburse public funds directly to the segregated and separated account of the Department. Public funds appropriated, received and/or disbursed under this agreement shall only be used for the items approved by the County Council in the budget and must not be commingled with any other funds of the Department. All purchases or other disbursements made with public funds must comply with the current applicable Laurens County Procurement Policy. Public funds may not be transferred or deposited in any other account of the Department without the written consent of the Director. Any appropriations of public funds as approved by the budget of the Department that shall remain at the end of the term of this contract must be reported and accounted for. Remaining funds may be carried forward and/or applied to the next budget year or returned to the Directors contingency account for future reallocation or other appropriation to the Department, at the discretion of the Director. Public funds shall not be co-mingled with non-public funds or converted in any manner.
- D.** The Department shall have the right to solicit private funds or donations and to conduct their own fund-raising projects pursuant to the terms and conditions of the Department By Laws. Any funds received under these circumstances shall be kept separate and apart from public funds and shall not be commingled with public funds.
- E.** The Department shall not enter into contracts, hypothecation's or pledges of collateral, financial obligations or agreements, make purchases, nor incur indebtedness which may require the use or expenditure of public funds, without first establishing full compliance with the Laurens County Procurement Policy and obtaining the written consent of the Director of Fire Services and/or the County. Nothing herein shall prohibit the Department, as a separate legal entity, from entering into agreements, contracts or obligations so long as such agreements, contracts or obligations are within the scope and purpose of the Department through its legal entity. The County shall not be responsible for

contracts, agreements or obligations of the Department unless prior approval is granted.

6. **RESPONSIBILITIES OF THE COUNTY**

- A.** The County acknowledges that the funds provided under this contract and agreement are public funds and as such, in the event the Department fails to comply with its responsibilities or obligations under the terms and conditions of this contract and agreement the County reserves the right to withhold disbursement of said funds at any time during the Contract Year.
- B.** The approved appropriations budget for the current Contract Year is **\$205,493.65**. The County shall make installment payments of the approved appropriations to the Department as follows: 50% of the total appropriations on January 15; 25% of the total appropriations on April 15; and the balance of the appropriations on June 15.
- C.** The County shall provide service and maintenance programs as set forth in the Policy and Procedures Guidelines as adopted and modified from time to time by the Director and/or the County. A copy of the current applicable Policy and Procedure Guidelines will be provided to the Department.
- D.** The County reserves the right, in the sole discretion of the County, to insure at its sole expense and to the extent deemed necessary and appropriate, all equipment, vehicles, apparatus or structures purchased with public funds or as may be specifically agreed upon by the parties in writing. The County reserves the right to provide, at its sole expense, such other insurance, as may be required or as may be deemed necessary by the County, at the sole discretion of the County.
- E.** The County, through the Director of Fire Services or his designee may from time to time require alcohol and/or drug testing. Such testing shall be in compliance with the terms and conditions of the Laurens County Alcohol and Drug Testing Policy in effect at the time of this contract. **Please be advised that safety-sensitive designated positions will be subject to random testing.** A copy of this policy may be obtained from the Director of Fire Services or the Director of Human Resources of the County.

7. **EQUIPMENT** The parties hereto acknowledge and agree that from time to time, the County may provide equipment to the Department of use by the Department. The Department shall maintain the equipment in good condition, normal wear and tear accepted. Any equipment, apparatus, vehicles or structures belonging to the Department or purchased by the Department with its own funds shall be the sole responsibility of the Department, unless otherwise agreed to in writing, by the Director of Fire/Rescue Services and/or the County. Any apparatus purchased must have the written approval from the Director of Fire Services to have any equipment attached to county apparatus in

any way. **Exhibit A** attached hereto is a complete inventory of all County equipment, vehicles, apparatus and other items purchased or provided for utilizing public funds.

8. **ACKNOWLEDGMENT** This written agreement and contract represents the entire agreement of the parties and shall not be modified, except by a written document approved and signed by the governing body of the Department, the Director of Fire Services and the County. Time is of the essence. All provisions herein shall have their normal and customary usage and the laws of the State of South Carolina shall apply. In the event the Department fails to comply with these standards or any terms and conditions of this contract, the County, at its option, may terminate this contract without recourse and/or withhold payment of public funds under the terms hereof until full compliance by the Department is established. Provided, however, the Department shall be given written notice of such defaults by the Department and allow a reasonable time for compliance.

9. **FOIA** The Department understands and acknowledges that all documents and records may be subject to the provisions of the South Carolina Freedom of Information Act (FOIA).

This Contract and Agreement was approved by the Board of Directors of the Department at its duly called meeting held on _____. At the signing of this Contract and Agreement, the President/Chairman of the Board of Directors acknowledges that the non-profit corporation is in good standing with the Secretary of State of South Carolina.

Dated: _____, 20__

ATTEST:

Board of Directors
_____ Fire Department

Secretary

BY: _____
Its President/Chairman

Print name

Print name

Acknowledged by _____, Fire Chief.

Signature of Fire Chief

This Contract and Agreement is incorporated in and made a part of Ordinance # ____, approved by the Laurens County Council on _____, _____.

Dated:

ATTEST:

Laurens County

Betty C. Walsh
Clerk to Council

Jon Caime,
Administrator
Laurens County, SC

Greg Lindley,
Director of Fire Services
Laurens County, SC

STATE OF SOUTH CAROLINA)	CONTRACT AND AGREEMENT
)	
COUNTY OF LAURENS)	

This Contract and Agreement is entered into by and between the County of Laurens (hereinafter referred to as "County"), the Director of Fire Services and City of Clinton Department of Public Safety, (hereinafter referred to as "Department") for the considerations, agreements and mutual promises as outlined herein.

1. **PARTIES** The parties to this contract and agreement are: Laurens County, the Director of Fire Services, P.O. Box 810, Laurens, SC 29360 and City of Clinton Department of Public Safety, Attention: Mr. Frank Stovall, City Manager, PO Drawer 748, Clinton, SC 29325

2. **PURPOSE** The primary purpose of this contract and agreement is for the County, pursuant to the provisions of Ordinance #410, as amended by Ordinance #700 and other controlling local legislation, to provide financial assistance, supplemental funding and support for the services rendered by the Department for basic fire and rescue to the citizens and residents of the fire district covered by the Department in the unincorporated areas of Laurens County.

3. **STATUS** The County is a body politic organized and existing under the statutory laws of the State of South Carolina and governed by a seven- (7) member Council. The Director of Fire Services is an employee of Laurens County. The Department is a non-profit corporation organized and existing under the statutory laws of the State of South Carolina, in good standing at the time of execution of this Contract and governed by its duly elected Board of Directors.

4. **TERM** The term of this contract and agreement shall be for one (1) year, commencing on **July 1, 2017** and terminating on **June 30, 2018** (the "Contract Year"). Should either party desire not to enter into a new contract, the party desiring to not renew, shall notify the other party at the address shown above, in writing, by certified, registered return receipt mail, with postage properly affixed and delivered on or before **March 31** preceding the end date of the Contract Year.

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 - B.** The Department, with certification of approval by its Board of Directors, shall submit a proposed annual budget to the Director of Fire/Rescue Services not later than **February 15th** of each year. The proposed budget shall include the

Department's request for expenditures to provide general fire suppression services in the District. The proposed budget shall include any proposed purchases or proposed capital expenditures. Failure to submit a proposed budget by February 15 will result in an immediate suspension of funding during the current Contract year and may result in suspension of funding for the next fiscal year.

- C. The Department acknowledges that all funds appropriated, received and/or disbursed under this contract and agreement are public funds. As public funds, any funds that may be disbursed directly to the Department or for the benefit of the Department shall be maintained in a separate and segregated account. Annually the County shall conduct an audit of all public funds under this contract and agreement to determine proper accountability and proper public purpose use of these funds. As a benefit and service to the Department, the County shall implement internal direct disbursement of public funds pursuant to the approved budget of the Department and County procedures. The County may, from time to time, disburse public funds directly to the segregated and separated account of the Department. Public funds appropriated, received and/or disbursed under this agreement shall only be used for the items approved by the County Council in the budget and must not be commingled with any other funds of the Department. All purchases or other disbursements made with public funds must comply with the current applicable Laurens County Procurement Policy. Public funds may not be transferred or deposited in any other account of the Department without the written consent of the Director. Any appropriations of public funds as approved by the budget of the Department that shall remain at the end of the term of this contract must be reported and accounted for. Remaining funds may be carried forward and/or applied to the next budget year or returned to the Directors contingency account for future reallocation or other appropriation to the Department, at the discretion of the Director. Public funds shall not be co-mingled with non-public funds or converted in any manner.
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contracts, agreements or obligations of the Department unless prior approval is granted.

6. **RESPONSIBILITIES OF THE COUNTY**

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- B.** The approved appropriations budget for the current Contract Year is **\$283,940.00**. The County shall make installment payments of the approved appropriations to the Department as follows: 50% of the total appropriations on January 15; 25% of the total appropriations on April 15; and the balance of the appropriations on June 15.
- C.** The County shall provide service and maintenance programs as set forth in the Policy and Procedures Guidelines as adopted and modified from time to time by the Director and/or the County. A copy of the current applicable Policy and Procedure Guidelines will be provided to the Department.
- D.** The County reserves the right, in the sole discretion of the County, to insure at its sole expense and to the extent deemed necessary and appropriate, all equipment, vehicles, apparatus or structures purchased with public funds or as may be specifically agreed upon by the parties in writing. The County reserves the right to provide, at its sole expense, such other insurance, as may be required or as may be deemed necessary by the County, at the sole discretion of the County.
- E.** The County, through the Director of Fire Services or his designee may from time to time require alcohol and/or drug testing. Such testing shall be in compliance with the terms and conditions of the Laurens County Alcohol and Drug Testing Policy in effect at the time of this contract. **Please be advised that safety-sensitive designated positions will be subject to random testing.** A copy of this policy may be obtained from the Director of Fire Services or the Director of Human Resources of the County.

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any way. **Exhibit A** attached hereto is a complete inventory of all County equipment, vehicles, apparatus and other items purchased or provided for utilizing public funds.

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Dated: _____, 20__

ATTEST:

Board of Directors
_____ Fire Department

Secretary

BY: _____
Its President/Chairman

Print name

Print name

Acknowledged by _____, Fire Chief.

Signature of Fire Chief

This Contract and Agreement is incorporated in and made a part of Ordinance # ____, approved by the Laurens County Council on _____, _____.

Dated:

ATTEST:

Laurens County

Betty C. Walsh
Clerk to Council

Jon Caime,
Administrator
Laurens County, SC

Greg Lindley,
Director of Fire Services
Laurens County, SC