



Agenda
September 11, 2018



**AGENDA
LAURENS COUNTY COUNCIL
SEPTEMBER 11, 2018 – 5:30 P.M.
HISTORIC COURTHOUSE – PUBLIC SQUARE**

1. Call to Order – Chairman Wood
2. Invocation – Councilman Nash
3. Pledge of Allegiance
4. Approval of Agenda – September 11, 2018
5. Approval of Minutes of Previous Meetings
 - a) August 22, 2018 Regular Meeting
 - b) September 4, 2018 – County Council Committee on Parks, Recreation and Tourism
6. Reports To Council:
 - a.) County Council Committee on Health, Welfare and Public Safety - Re-appointments to the Laurens County Memorial Hospital
 - b.) County Council Committee on Parks, Recreation and Tourism – Hickory Tavern Youth Association
7. Old Business:
 - a) Public Hearing, Ordinance #850, Amending Ordinance #425, Private Landfill Fee Increase
 - b) Third Reading, Ordinance #850, Amending Ordinance #425, Private Landfill Fee Increase
 - c) Public Hearing, Ordinance #851, amending Ordinance #741 (Flood Prevention)
 - d) Third Reading, Ordinance #851, amending Ordinance #741 (Flood Prevention)
 - e) Public Hearing, Ordinance #852, BMW Lease Agreement Extension
 - f) Third Reading, Ordinance #852, BMW Lease Agreement Extension
8. New Business:
 - a) EMS Medical Control Physician Contract, Matt Pennington, EMS Director
9. Public Comment- Fifteen (15) Minute Period for Public Comment *(Required to sign in prior to the meeting)*
10. County Council Comments
11. Executive Session -NONE
12. Adjournment



Minutes:

September 4, 2018 - Council Committee on
Parks Recreation and Tourism

August 22, 2018 - Regular Session of Council



MINUTES
AUGUST 28, 2018
LAURENS COUNTY COUNCIL
HISTORIC COURTHOUSE – COUNCIL CHAMBERS

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

COUNCIL MEMBERS ABSENT- Vice Chairman Tollison (work related).

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: Lisa Inabinett, Magistrate Judge; Debi Parker, Human Resources Manager; Andy Howard, Director, Parks, Recreation and Tourism; Billy Wilson, Vehicle Maintenance/Procurement Officer and Chuck Bobo, Codes Official.

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

SCHEDULED AGENDA ITEMS – AUGUST 28, 2018 – 1.) Call to Order; 2.) Invocation – Councilman Jones; 3.) Pledge of Allegiance; 4.) Approval of Agenda – August 28, 2018; 5.) Approval of Minutes – a.) August 14, 2018 - Council Committee As A Whole and b.) August 14, 2018 - Regular Session of Council; 6.) Reports to Council; 7.) Old Business: a.) Second Reading, Ordinance #852, Extending 1998 BMW FILOT Agreement; b.) Public Hearing, Ordinance #814, Junk Yards; c.) Third Reading, Ordinance #814, Junk Yards; 8.) New Business: a.) Flame Spray, Extending Investment Window; b.) Information Technology (IT), Approval of Job Descriptions and Pay; c.) Planning Position – Approval of Job Description; d.) Building Codes – Intragovernmental Agreement - Joint Service with City of Laurens; e.) Notification – Department of Justice – Federal Grant (JAG); f.) Hickory Tavern Youth Recreation Association, new lease agreement request; g.) Variance Request – Subdivision Ordinance – Cross Hill Community; 9.) Public Comment; 10.) County Council Comments; 11.) Executive Session – Personnel Matters (Public Works Director and Assistant Public Works Director Position); 12.) Adjournment.

MEETING NOTIFICATION – The requesting general public, department heads 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.

PUBLIC COMMENT SIGN UPS – None.

CALL TO ORDER – Chairman Wood called the meeting to order at 5:30 P.M.

APPROVAL OF AGENDA – AUGUST 28, 2018 – Chairman Wood asked for approval of the agenda and any additions or deletions from the agenda.

COUNCILMAN NASH made the MOTION to approve the August 28, 2018 agenda with COUNCILMAN JONES SECONDDING; VOTE 6-0.

APPROVAL OF MINUTES – AUGUST 14, 2018 - COUNCIL COMMITTEE AS A WHOLE AND AUGUST 14, 2018 - REGULAR SESSION OF COUNCIL - COUNCILMAN JONES made the MOTION to approve both – August 14, 2018 - Council Committee As A Whole and August 14, 2018 - Regular Session of Council minutes with COUNCILMAN MCDANIEL SECONDDING; VOTE 6-0.

REPORTS TO COUNCIL - NONE

OLD BUSINESS:

SECOND READING, ORDINANCE #852, EXTENDING 1998 BMW FILOT AGREEMENT – Attorney Cruickshanks explained that the equipment BMW has within Laurens County is eligible for the extension to 2028.

COUNCILMAN MCDANIEL made the MOTION to approve on second reading the extension of the agreement with BMW. COUNCILWOMAN ANDERSON SECONDING; VOTE 6-0.

PUBLIC HEARING, ORDINANCE #814, JUNK YARDS – Chairman Wood opened the public hearing at 5:36 P.M. Having no one wishing to address Ordinance #814, Chairman Wood closed the hearing at 5:36 P.M.

THIRD READING, ORDINANCE #814, JUNK YARDS – COUNCILWOMAN ANDERSON made the MOTION to approve Ordinance 3814 upon third reading as presented with COUNCILMAN MCDANIEL SECONDING.

Councilman Jones questioned Section 4 on screening for grandfathered junkyards.

- d.) Any non-conforming junkyard will be in accordance with the standards and criteria for effective screening set forth in these regulations. For non-conforming junkyards, the owner/operator responsible will have one (1) year from the date of enactment of this ordinance to have an approved screening in place at front of the property.
- e.) Evergreen vegetation that serves as screening shall be of an approved type that can reach a minimum height of eight feet when mature from the date planted and shall be planted at intervals evenly spaced and in close proximity to each other so that a continuous, unbroken screen (without gaps or open spaces) will exist to a height of at least eight feet (8') along the length of the fence surrounding the junkyard. The evergreen screen shall be maintained as a continuous, unbroken screen for the period the property is used as a junkyard.
- f.) Plans for the screening device shall be approved by the Building Official before it is erected or put into place.

Administrator Caime stated that many existing junkyard owners contributed to the language in the ordinance and that more strenuous guidelines were in place for screening with new junkyards. Councilman Jones asked for confirmation that the owners had one (1) year to comply. Codes Official Chuck Bobo stated that evergreen vegetation is required for new owners and does not affect the grandfathered owners.

COUNCIL VOTED 5-1 (Councilman ones opposed).

NEW BUSINESS:

FLAME SPRAY, EXTENDING INVESTMENT WINDOW – Mr. Jonathan. Coleman, Director of the Laurens County Development Corporation, said, “This industry is located in the Woodfield Industrial Park and they are requesting the extension of their investment window by adding five (5) more years”. Attorney Cruickshanks added that the Fee Agreement only needs Council approval and this will be adding twenty (20) more jobs and an additional investment of four million dollars (\$4,000,000).

COUNCILMAN JONES made the MOTION to approve with COUNCILWOMAN ANDERSON SECONDING; VOTE 6-0.

INFORMATION TECHNOLOGY (IT), APPROVAL OF JOB DESCRIPTIONS AND PAY – Chairman Wood delayed any discussion and assigned the County Council Committee on Planning and Intergovernmental Affairs the task of reviewing and back to the full Council their recommendations.

Administrator Caime said, “The provided information is for one (1) manager and two (2) technical support members and this is part of the approved budget. Mr. Anderson has done an excellent job for the County since 1994 when he retired from IBM. If a consultant is placed, a transition time would be required to learn the systems”.

PLANNING POSITION – APPROVAL OF JOB DESCRIPTION - Chairman Wood delayed any discussion and assigned the County Council Committee on Planning and Intergovernmental Affairs.

Administrator Caime noted that he had been informed of two (2) new subdivisions being planned for the Northern portion of Laurens County and that this position is necessary to help manage growth in that area.

BUILDING CODES – Briefing Council, Mr. Bobo said, “The City of Laurens is asking the County to provide inspection services for commercial property only within the City Limits of Laurens. We will work closely with the City Fire Marshal.

Councilman Jones asked if this would add an additional permitting. Mr. Bobo replied that it would for commercial property but not for residential.

Councilwoman Anderson questioned why they have asked and if it was because of reducing staff? Mr. Bobo replied that there were two (2) inspectors with the City of Laurens and that commercial inspections was very time consuming.

COUNCILMAN MCDANIEL made the MOTION to accept the Intragovernmental Agreement with the City of Laurens for commercial inspections only. COUNCILWOMAN ANDERSON SECONDING; VOTE 5-1 (Councilman Jones opposed).

Councilman Pitts asked if the motion could be restated and making the contract for a longer period of time like five (5) years rather than just one (1). Councilman Pitts withdrew his suggestion.

NOTIFICATION – DEPARTMENT OF JUSTICE – FEDERAL GRANT (JAG) - Mrs. Lisa Kirk, Finance Director and Mr. Mickey Coates of the Sheriff's Department approached Council asking for approval to enter into the grant process for the Department of Justice Federal Grant (JAG) for the following items:

- | | |
|-------------------|--|
| \$2,500.00 | Purchase a child identification and fingerprinting system for the Laurens County Sheriff's Office Community Services Division to be able to continue the Kid Print program. This program allows our deputies to schedule events where children are photographed, physical descriptors are taken- height, weight, hair/ eye color, and other information is collected and printed on an easy to carry/ store card. This card also contains the child's fingerprint for identification if for some reason the child becomes missing. |
| \$5,700.00 | Purchase a Cyanoacrylate Fuming Chamber to assist in preparing items used as evidence for fingerprinting. This valuable tool will assist our crime scene investigators in lifting latent prints, shoe impressions, and other type prints from surfaces that cannot be collected with regular fingerprint powder. This item will allow our investigators to identify, preserve, and collect these prints, in-house, and then send off for comparison and identification, in turn saving time and money for the agency. |
| \$7,167.00 | Purchase mobile handheld identification devices specifically designed for law enforcement use. The devices will be assigned to a supervisor on each of our uniform patrol shifts to have available to offer real-time identification of suspects law enforcement officers encounter. |

Mr. Coates stated that the submission date was August 17, 2018 for a total amount of fifteen thousand three hundred sixty seven dollars (\$15,367.00) for computers (hardware and software), forensic equipment and officer safety.

Councilwoman Anderson inquired about the date of submission as being August 17, 2018 and today's date being August 28, 2018. Mr. Coates replied that it was a yearly given fact. Mrs. Kirk replied that they have only applied the application.

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

HICKORY TAVERN YOUTH RECREATION ASSOCIATION, NEW LEASE AGREEMENT REQUEST – Mr. Andy Howard, Director of County Parks, Recreation and Tourism and Mr. Russ Poulson approached Council to discuss a possible renewal of the Hickory Tavern Youth Association Park Agreement.

Mr. Howard began by saying “The previous agreement has expired. To receive grants, an agreement is required between the County and the Association. The former agreements allowed for PARD grant monies to be used to upgrade the park. The PARD grant requires that there be permanent improvements made towards the park for public use for community recreation and meet the requirements of several classifications. Projects valued at five thousand dollars (\$5,000) or less, the agreement period will be at least five (5) years; Projects valued at five thousand one to twenty thousand dollars (\$5,001 - \$20,000), the agreement period will be for at least five (5) years, plus one (1) additional year for each one thousand (\$1,000) with a maximum of twenty (20) years; Projects valued at twenty thousand one dollars (\$20,001) and above, the agreement period will be for twenty (20) years”.

Continuing Mr. Howard said, “The South Carolina Park Grants are an eighty percent (80%) State and twenty percent (20%) County match. In 1991 \$7,330.70; 1992 – \$8,000; 1993 - \$20,000; 2002 - \$10,000. The previous lease arrangements called for the County to maintain the grounds, utilities and the fact that the park had to be open to the public for use. Hickory Tavern Youth Association was responsible for maintaining the buildings. The buildings are becoming unsafe and the County is responsible for the liability of users of the common public use of the park (not any organized sports). Utility expenses alone would run approximately two thousand four hundred dollars yearly and not to forget the equipment usage and manpower needed”.

Mr. Howard stated that he recommends repairs / upgrades to include, replacing roofing on buildings, concession stand repairs to structure; Picnic Shelter repairs; restroom upgrades (ADA); Demo storage building; remove tractor trailer from property (hazard). Approximate total of \$20,000.

Mr. Russ Poulson said, “I am in the catch up mode as to the previous park operations. I am truly appreciative of the help provided by Mr. Howard thus far. What we are requesting is for Council to renew the agreement for one (1) year. We have a total slate of new officers on the board since February of 2018. The soccer sign up and events, we have had over five hundred (500) youth and with all the families totally and attendance of well over two thousand (2,000) “.

Chairman Wood thanked Mr. Poulson for his dedication to the kids in the Hickory Tavern Community and noted that he would be assigning the County Council Committee on Parks, Recreation and Tourism the task of reviewing this and making a recommendation to the full Council.

Chairman Wood asked if there were any other communities like this? Mr. Howard replied that there were several in the past but all had expired.

Councilwoman Anderson asked where they received their funds from. Mr. Poulson replied that he knew there was several certificate of deposits.

Councilman McDaniel stated that the question intended by Councilwoman Anderson was where do you get your revenue. Mr. Poulson replied that the sign up fees, sponsors and soccer camps.

Councilman Jones asked if the Council were to renew the agreement would all of the present shelters and need to be fixed? Mr. Howard replied yes, as the County would be liable for any and all accidents.

VARIANCE REQUEST – SUBDIVISION ORDINANCE – CROSS HILL COMMUNITY - In review, Attorney Cruickshanks said, “In this case, the present Subdivision Ordinance is not functioning as planned. Road frontage is posing the problem area with this land in the Cross Hill Community. A variance is required to be approved to allow the company buying the properties from various owners the correct road frontage”.

Representing the three (3) landowners, Mr. Reid Cox, Attorney at Law, said, “I represent the three (3) landowners – White Plains Club, LLC, Jake Rasor, Jr. and Murdlick Creek Properties. All three (3) property owners have agreed to sell their properties to Open Space Institute Land Trust, Incorporated, a non-profit New York based business. The three (3) properties contain respectively sixty five (65) acres, forty four (44) acres and one thousand two hundred eighty four acres. In order to sell, each property must have road frontage of at least one hundred twenty feet (120’). The sixty five (65) acre property does not front on a public road. A variance for this one (1) property is necessary in order to sell as per the present County Ordinance. The purchaser is a nonprofit agency that preserves space. This is for the South Carolina Department of Transportation”.

Councilwoman Anderson expressed her concerns towards the request being made on the twenty eighth (28) with the proposed closing on the thirty first (31) and that bypassing the Planning Commission is not the way this should work. Chairman Wood stated that this was not overstepping the Planning Commission as the County Council would actually have the final say on the matter.

Administrator Caime stated that the Planning Commission would be working on amending this part of the Subdivision Ordinance which would then again require a public hearing and third reading.

COUNCILMAN JONES made the MOTION to approve the variance request towards the subdivision ordinance with COUNCILMAN NASH SECONDING; VOTE 6-0.

PUBLIC COMMENT- None.

COUNTY COUNCIL COMMENTS:

- 1.) Councilman Jones thanked Mr. Poulson for his work in bringing back the Hickory Tavern Youth Association.
- 2.) Chairman Wood asked for all to keep the family of John McCain in prayer as he was a very admired man by many.

EXECUTIVE SESSION – PERSONNEL MATTERS (PUBLIC WORKS DIRECTOR AND ASSISTANT PUBLIC WORKS DIRECTOR POSITION) – COUNCILMAN NASH made the MOTION for Council to move into Executive Session to discuss personnel matters towards the Public Works Director position and the Assistant Public Works proposed position. COUNCILMAN MCDANIEL SECONDING; VOTE 6-0.

There was a COUNCIL CONSENSUS to reconvene in open session at 6:25 P.M.

Chairman Wood reported that no action was taken.

ADJOURNMENT – By CONSENSUS the meeting was adjourned at 6:35 P.M.

Respectfully Submitted,


Betty C. Walsh, Laurens County Clerk to Council



MINUTES
LAURENS COUNTY COUNCIL
COMMITTEE ON PARKS, RECREATION & TOURISM
AND NATURAL RESOURCES
SEPTEMBER 8, 2018 – 4:30 P.M.
HILLCREST SQUARE – ADMINISTRATIVE OFFICE

ATTENDANCE: COUNCIL COMMITTEE MEMBERS PRESENT - County Council Committee Chairman Stewart Jones and Council Members Diane Anderson and Garrett McDaniel.

OTHER COUNCIL MEMBERS PRESENT – Joe Wood.

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

DEPARTMENT HEADS PRESENT: Andy Howard, Director, Parks, Recreation and Tourism.

AGENDA PARTICIPANTS PRESENT: Hickory Tavern Youth Association Board Members – Russ Poulson, Chairman; Matt Morgan, Treasurer; Amy Kempf, Secretary; Maria Morgan, Marketing, Event Coordinator, Assistant and Thomas Rickard, Marketing.

PRESS: Monty Dutton, *The Clinton Chronicle*.

SCHEDULED AGENDA ITEMS – SEPTEMBER 4, 2018 – 1.) Call to Order; 2.) Invocation – Councilman Jones; 3.) Pledge of Allegiance; 4.) Approval of Agenda – September 4, 2018; 5.) Topics needing discussion: a.) Review of finances to support the program - Both County and “HTYA”; b.) Expenses for County to renegotiate the Hickory Tavern Youth Association; c.) Discussions of needed repairs / upgrades; d.) Review of contract agreement – County / Hickory Tavern Youth Association; 6.) Committee Discussion / Recommendations for consideration by the Laurens County Council; 7.) Adjournment.

MEETING NOTIFICATION – The requesting general public, department heads 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.

APPROVAL OF AGENDA – AUGUST 28, 2018 – As a MOTION, COMMITTEE CHAIRMAN JONES asked for approval of the agenda with any additions or deletions from the agenda. COUNCILMAN MCDANIEL SECONDING; VOTE 3-0.

Administrator Caime noted that the overall legalities of an agreement among Hickory Tavern Youth Association and Laurens County Government needs to be addressed.

REVIEW OF FINANCES TO SUPPORT THE PROGRAM - BOTH COUNTY AND “HTYA” – Committee Chairman Jones asked for Mr. Poulson to address the finances for the organization.

Mr. Poulson said, “The books of financials are not in an orderly fashion from the prior Treasurer but, we do have recent bank account statements that we can provide. The soccer programs that I ran always were in the black. Our revenues are largely from sponsorships of which I have secured to date two (2) at a total of five hundred dollars (\$500). I feel confident that we can secure additional sponsorships from two thousand dollars (\$2,000) to possibly five thousand dollars (\$5,000). Our Board met yesterday and we now have designated seats for everyone”.

Mrs. Walsh asked about the sponsorships and how often these funds were replenished. Mr. Poulson replied that the sponsorships are multi-tiered – seasonal at two hundred fifty dollars (\$250) and annually at four hundred dollars (\$400).

Committee Chairman Jones asked about reserves and savings? Mr. Poulson replied that a savings account, they did not have but they did have three (3) CD's – five thousand two hundred forty dollars (\$5,240), four thousand eighteen dollars (\$4,018) and three thousand nine hundred sixty dollars (\$3,960).

HICKORY TAVERN YOUTH ASSOCIATION BOARD MEMBERS (9/4/2018)

President – Mr. Russ Poulson

Vice President – Ms. Carla Messer

Treasurer – Mr. Matt Morgan

Secretary – Ms. Amy Kempf

Marketing/ Event Coordinator / Assistant – Ms. Maria Morgan

Director of Buildings and Grounds – Mr. Travis Messer

Marketing – Mr. Thomas Rickard

EXPENSES FOR COUNTY TO RENEGOTIATE THE HICKORY TAVERN YOUTH ASSOCIATION –

Attorney Cruickshanks noted that the only way the County has helped in the past is with grants. Without a grant the County can not enter into a contract agreement with the Hickory Tavern Youth Association unless the Association gives the property to the County with a reversionary clause if not used as a public park.

Mr. Howard said, "There just are not as many grants out there now, if any. The competition for the grants is just not Laurens County, it includes the many municipalities and parks with in the County too. The PARD grants used to be every year and now it's about every two years. The PARD monies come from bingo taxes. The day of the twenty thousand dollar (\$20,000) grants is gone.

Councilman McDaniel said, "I believe that we would be setting a precedence if we allow ourselves to go under agreements with the private parks. I recall two (2) others that have approached this Council about joining with them – Watts Mills and Enoree. Operating another County Park is not feasible at this time".

Councilwoman Anderson said, "In reality, the Department title is misleading as we do not have a recreational division. We cannot keep spreading our employee's thinner with more work. Plus this park we are discussing is a private park and all kinds of liability issues would fall upon us, the County. There just are too many questions at this time and not enough answers".

Mrs. Maria Morgan, a member of the board, stated, "If no one else in the County is not being assisted by the County, why not let us be the first ones to do so". Attorney Cruickshanks replied that if they all give their parks to the County, we can.

Mr. Poulson said, "What I hear is that any and all funding from the County would be PARD Grants and that the County would help. This needs more investigating as I am not that certain that the land would be given to the County". Attorney Cruickshanks replied that even through a lease agreement, PARD monies could be used. Mr. Howard replied that to receive PARD grants, a park has to be a public facility.

Mrs. Maria Morgan asked if there were other grants that could be tapped. Mr. Howard replied that their best means would be to tap corporate monies.

Committee Chairman Jones inserted that possible work programs with the local YMCA could prove beneficial. Mr. Poulson replied that the Laurens YMCA did have a soccer sign up at the park several years ago but have not heard from them since. Committee Chairman Jones commented that with five hundred (500) participating at a previous soccer camp was a great turnout. Mr. Poulson answered by saying that that included family members.

DISCUSSIONS OF NEEDED REPAIRS / UPGRADES – For the record, this was not discussed in detail but a brief synopsis of needed repairs was provided in the agenda package as follows:

County recommended repairs / upgrades: Replacing roofing on buildings, concession stand repairs to structure; Picnic Shelter repairs; restroom upgrades (ADA); Demo storage building; remove tractor trailer from property (hazard). Approximate total of \$20,000.

REVIEW OF CONTRACT AGREEMENT – COUNTY / HICKORY TAVERN YOUTH ASSOCIATION

Mr. Andy Howard asked about the Hickory Tavern pool and how it worked with the Hickory Tavern Youth Association. Attorney Cruickshanks noted that there were three (3) different organizations listed with the Secretary of State. Mr. Poulson noted that they will address this with the Secretary of State and will change the registering agent on file.

COMMITTEE DISCUSSION / RECOMMENDATIONS FOR CONSIDERATION BY THE LAURENS COUNTY COUNCIL -

There was not a final discussion towards recommendations to the full Council but as a point of procedure, the following were final comments made as to a consensus of direction for both parties involved.

- 1.) For the HTYA to stay in control and involved with the community;
- 2.) Encourage the HTYA to talk with the County Parks, Recreation and Tourism Board;
- 3.) Noted that the HTYA could use any of the County Parks for their needs;
- 4.) For the HTYA to work on getting their financials in order;
- 5.) For the HTYA to gain more corporate sponsorships;
- 6.) For the HTYA to discuss programs with the local YMCA;
- 7.) For the HTYA to determine if they wish to give the land to the County with reversionary clause;
- 8.) For the HTYA to determine if a lease is really warranted with the County;

ADJOURNMENT – There was a COUNCIL CONSENSUS to adjourn the meeting at 5:30 P.M.

Respectfully Submitted,



Betty C. Walsh

Laurens County Clerk to Council



Report To Council:

County Council Committee
Parks, Recreation and Tourism
Hickory Tavern Youth Association

County recommended repairs / upgrades: Replacing roofing on buildings, concession stand repairs to structure; Picnic Shelter repairs; restroom upgrades (ADA); Demo storage building; remove tractor trailer from property (hazard). Approximate total of \$20,000.

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Mr. Howard said, “There just are not as many grants out there now, if any. The competition for the grants is just not Laurens County, it includes the many municipalities and parks with in the County too. The PARD grants used to be every year and now it's about every two years. The PARD monies come from bingo taxes. The day of the twenty thousand dollar (\$20,000) grants is gone.

Councilman McDaniel said, “I believe that we would be setting a precedence if we allow ourselves to go under agreements with the private parks. I recall two (2) others that have approached this Council about joining with them – Watts Mills and Enoree. Operating another County Park is not feasible at this time”.

Councilwoman Anderson said, “In reality, the Department title is misleading as we do not have a recreational division. We cannot keep spreading our employee's thinner with more work. Plus this park we are discussing is a private park and all kinds of liability issues would fall upon us, the County. There just are too many questions at this time and not enough answers”.

Mrs. Maria Morgan, a member of the board, stated, “If no one else in the County is not being assisted by the County, why not let us be the first ones to do so”. Attorney Cruickshanks replied that if they all give their parks to the County, we can.

Mr. Poulson said, “What I hear is that any and all funding from the County would be PARD Grants and that the County would help. This needs more investigating as I am not that certain that the land would be given to the County”. Attorney Cruickshanks replied that even through a lease agreement, PARD monies could be used. Mr. Howard replied that to receive PARD grants, a park has to be a public facility.

Mrs. Maria Morgan asked if there were other grants that could be tapped. Mr. Howard replied that their best means would be to tap corporate monies.

Committee Chairman Jones inserted that possible work programs with the local YMCA could prove beneficial. Mr. Poulson replied that the Laurens YMCA did have a soccer sign up at the park several years ago but have not heard from them since. Committee Chairman Jones commented that with five hundred (500) participating at a previous soccer camp was a great turnout. Mr. Poulson answered by saying that that included family members.

DISCUSSIONS OF NEEDED REPAIRS / UPGRADES – For the record, this was not discussed in detail but a brief synopsis of needed repairs was provided in the agenda package as follows:



Old Business:

Public Hearing / Third Reading
Ordinance #850
Private Landfill Fee Increase



AGENDA ITEM - REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council

DATE OF REQUEST: August 31, 2018 (FOR SEPTEMBER 11, 2018 COUNTY COUNCIL MEETING)


DEPARTMENT / AGENCY: LEGAL

NAME: A. "SANDY" CRUICKSHANKS, IV, LAURENS COUNTY ATTORNEY

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE:  _____

SUBJECT MATTER REQUESTED (please be as specific as possible):

PUBLIC HEARING AND 3RD READING - ORDINANCE 850 - INCREASING PRIVATE LANDFILL FEE - AMENDING LAURENS COUNTY ORDINANCE 425.

STAFF RECOMMENDS APPROVAL OF ORDINANCE 850.

FINANCIAL AMOUNT REQUESTED: SEE THE ATTACHED

SOURCE OF FUNDING: SEE THE ATTACHED

(PLEASE – attach subject matter document pages as necessary)

FOR OFFICE USE ONLY

REQUEST ASSIGNED TO: _____ DATE RECEIVED: _____

DATE OF ASSIGNMENT: _____ DATE OF AGENDA: _____

DATE RESPONSE DUE: _____

COUNCIL ACTION: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

ORDINANCE #850

AN ORDINANCE TO AMEND CERTAIN SECTIONS OF THE LAURENS
COUNTY SOLID WASTE MANAGEMENT PLAN, CONSOLIDATE THE ORDINANCES AND
REPEAL AND REPLACE ORDINANCES AS MAY BE NECESSARY

WHEREAS, Laurens County Council on January 28, 1997 enacted Ordinance 425 which established and created the Solid Waste Management Plan for Laurens County, South Carolina (hereinafter referred to as Plan); and

WHEREAS, Laurens County Council enacted an amendment to Ordinance 425 as set forth in Ordinance 526 on March 13, 2001 and an additional amendment as set forth in Ordinance 637 on March 27, 2007; and

WHEREAS, pursuant to and by the provisions contained therein, Laurens County Council is vested with the powers and the authority to enact amendments for the continued enforcement and execution of the intent and purposes of the Plan; and

WHEREAS, Laurens County Council has determined that certain amendments need to be made to the Plan on an interim basis and further that the entire Plan will need to be reviewed in detail in the coming months with the ultimate goal of replacing existing ordinances with a consolidated and updated ordinance .

NOW, THEREFORE, BE IT ORDAINED BY THE LAURENS COUNTY COUNCIL, duly assembled, pursuant to the authority granted by the laws of the State of South Carolina and further pursuant to the provisions for amendments as set for in the legislation of this body, Ordinance 425, as amended by Ordinance 526 and further amended by Ordinance 637, is hereby amended as set forth herein below:

1. PURPOSES: It is the stated purpose of this Ordinance to protect the general health, safety, and welfare of the citizens of Laurens County, South Carolina, and to set forth specific elements of the solid waste management plan and the enforcement therein contained with the ultimate goal of replacing existing ordinances with a consolidated and updated ordinance.
2. AUTHORITY: This amending Ordinance, together with the original Ordinance 425, as amended by Ordinance 526 and further amended by Ordinance 637, is adopted under the authority and process granted by the General Assembly of the State of South Carolina and the Constitution of the State. Jurisdiction is exclusively within Laurens County.
3. APPLICABILITY: The provisions of this amending Ordinance, together with the original Ordinance 425, as amended by Ordinance 526 and further amended by Ordinance 637, shall apply to all unincorporated areas of Laurens County, South Carolina, and those municipalities which, by written agreement, contract to have these provisions administered within their municipal limits.

4. LANGUAGE: The language used in the amendment, being consistent with the language used in the original Ordinance 425, as amended by Ordinance 526 and further amended by Ordinance 637, if used in the present tense, shall include the future tense. Words used in the singular shall include the plural, and the plural the singular, unless, however, the context clearly indicates the contrary. The use of the word "shall" is mandatory and the word "may" is permissive.
2. AMENDMENT: The following language shall replace the language in Section II A.3.)b.) of Ordinance #425, as amended by paragraph 5 of Ordinance #526 and further amended by paragraph 5, 1.2 of Ordinance 637: replace the rate of seventy-five cents (75¢) with One dollar (\$1.00). The effective date of the new fee will be July 1, 2019.
3. REAFFIRMATION: Except as herein amended, changed, altered or modified, the provisions of Ordinance 425, as amended by Ordinance 526 and further amended by 637, are hereby restated and reaffirmed, unless hereinafter repealed or replaced as set forth herein..
4. SEVERABILITY: Should any paragraph, clause, phrase or provision of this Ordinance or Ordinance #425, as amended by Ordinance #526 and further amended by Ordinance 637, be judged invalid or held unconstitutional by a Court of competent jurisdiction, such declaration shall not effect the validity of any other section of the Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional. Interpretations shall be pursuant to the laws of the State of South Carolina.
5. GENERAL PROVISIONS: Whenever the provisions of this Ordinance impose a more restrictive standard than are required in or under any other law, regulation or ordinance, the requirements herein contained shall prevail. This Ordinance may be amended as prescribed by law.

BE IT SO ORDAINED, by Laurens County Council.



Old Business:

Public Hearing / Third Reading
Ordinance #851
Amending Flood Prevention



AGENDA ITEM - REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council

DATE OF REQUEST: August 31, 2018 (FOR SEPTEMBER 11, 2018 COUNTY COUNCIL MEETING)

DEPARTMENT / AGENCY: LEGAL

NAME: A. "SANDY" CRUICKSHANKS, IV, LAURENS COUNTY ATTORNEY

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE: [Signature]

SUBJECT MATTER REQUESTED (please be as specific as possible):

PUBLIC HEARING AND 3RD READING - ORDINANCE 851 – FLOOD PREVENTION - AMENDING LAURENS COUNTY ORDINANCE 741.

STAFF RECOMMENDS APPROVAL OF ORDINANCE 851.

FINANCIAL AMOUNT REQUESTED: SEE THE ATTACHED

SOURCE OF FUNDING: SEE THE ATTACHED

(PLEASE – attach subject matter document pages as necessary)

FOR OFFICE USE ONLY

REQUEST ASSIGNED TO: _____ DATE RECEIVED: _____

DATE OF ASSIGNMENT: _____ DATE OF AGENDA: _____

DATE RESPONSE DUE: _____

COUNCIL ACTION: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

ORDINANCE 851

AN ORDINANCE TO AMEND ORDINANCE 741 AS IT RELATES
TO LAURENS COUNTY FLOOD DAMAGE PREVENTION

WHEREAS, Laurens County Council on June 26, 2012, enacted Ordinance 741 which established Flood Prevention requirements for Laurens County, South Carolina; and

WHEREAS, pursuant to and by the provisions contained therein, Laurens County Council is vested with the powers and the authority to enact amendments for the continued enforcement and execution of the intent and purposes of the Plan; and

WHEREAS, Laurens County Council has determined that certain amendments need to be made to Ordinance 741 for the benefit of Laurens County and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE LAURENS COUNTY COUNCIL, duly assembled, pursuant to the authority granted by the laws of the State of South Carolina and further pursuant to the provisions for amendments as set for in the legislation of this body, Ordinance 741 is hereby amended as set forth herein below:

1. PURPOSES: It is the stated purpose of this Ordinance to protect the general health, safety, and welfare of the citizens of Laurens County, South Carolina, and to set forth specific requirements and the enforcement therein contained with the ultimate goal of amending Ordinance 741 as it relates to flood damage prevention in Laurens County.
2. AUTHORITY: This amending Ordinance is adopted under the authority and process granted by the General Assembly of the State of South Carolina and the Constitution of the State. Jurisdiction is exclusively within Laurens County.
3. APPLICABILITY: The provisions of this amending Ordinance shall apply to all unincorporated areas of Laurens County, South Carolina, and those municipalities which, by written agreement, contract to have these provisions administered within their municipal limits.
4. LANGUAGE: The language used in the amendment, being consistent with the language used in the original Ordinance 741, if used in the present tense, shall include the future tense. Words used in the singular shall include the plural, and the plural the singular, unless, however, the context clearly indicates the contrary. The use of the word "shall" is mandatory and the word "may" is permissive.
5. AMENDMENTS: *Raising the minimum height of structures above the flood zone from 1 foot (currently) to 3 feet (will reduce homeowners insurance by 50%). Utilities will be at 1 foot. Also removal of Section F (beach zones), which is not applicable in Laurens County.*
6. REAFFIRMATION: Except as herein amended, changed, altered or modified, the provisions of Ordinance 741, are hereby restated and reaffirmed, unless hereinafter repealed or replaced as set forth herein..

7. SEVERABILITY: Should any paragraph, clause, phrase or provision of this Ordinance or Ordinance 741, be judged invalid or held unconstitutional by a Court of competent jurisdiction, such declaration shall not effect the validity of any other section of the Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional. Interpretations shall be pursuant to the laws of the State of South Carolina.
8. GENERAL PROVISIONS: Whenever the provisions of this Ordinance impose a more restrictive standard than are required in or under any other law, regulation or ordinance, the requirements herein contained shall prevail. This Ordinance may be amended as prescribed by law.

BE IT SO ORDAINED by Laurens County Council.

(SIGNATURE PAGE FOLLOWS)



Old Business:

Public Hearing / Third Reading
Ordinance #852
BMW FILOT Extension



AGENDA ITEM - REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council

DATE OF REQUEST: August 31, 2018 (FOR SEPTEMBER 11, 2018 COUNTY COUNCIL MEETING)


DEPARTMENT / AGENCY: LEGAL

NAME: A. "SANDY" CRUICKSHANKS, IV, LAURENS COUNTY ATTORNEY

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE: 

SUBJECT MATTER REQUESTED (please be as specific as possible):

PUBLIC HEARING AND 3RD READING - ORDINANCE 852 – EXTENSION OF TERM UNDER LEASE AGREEMENT WITH BMW MANUFACTURING CO. LLC, DATED SEPTEMBER 1, 1998.

STAFF RECOMMENDS APPROVAL OF ORDINANCE 852.

FINANCIAL AMOUNT REQUESTED: SEE THE ATTACHED

SOURCE OF FUNDING: SEE THE ATTACHED

(PLEASE – attach subject matter document pages as necessary)

FOR OFFICE USE ONLY

REQUEST ASSIGNED TO: _____ DATE RECEIVED: _____

DATE OF ASSIGNMENT: _____ DATE OF AGENDA: _____

DATE RESPONSE DUE: _____

COUNCIL ACTION: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

ORDINANCE 852

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE TERM UNDER THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN LAURENS COUNTY, SOUTH CAROLINA, AND BMW MANUFACTURING CO. LLC DATED AS OF SEPTEMBER 1, 1998; THE AMENDMENT OF SUCH LEASE AGREEMENT TO REFLECT SUCH EXTENSION; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Laurens County, South Carolina (the "**County**") acting by and through its County Council (the "**County Council**"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "**Constitution**") and the Code of Laws of South Carolina 1976, as amended (the "**Code**"), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 12 of the Code (the "**Act**"), to acquire, or cause to be acquired, properties (which properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "**State**") will be promoted and trade developed by inducing manufacturing and commercial enterprise to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, in the exercise of the foregoing powers, the County and BMW Manufacturing Corp. (subsequently converted to BMW Manufacturing Co., LLC), a company organized and existing under the laws of the State of Delaware (the "**Company**"), have heretofore entered into an Inducement and Millage Rate Agreement dated November 11, 1997 (the "**Inducement and Millage Rate Agreement**") and a fee-in-lieu of taxes ("**FILOT**") Lease Agreement dated as of September 1, 1998 (the "**FILOT Agreement**") providing for certain incentives, including, without limitation, payment of a FILOT with respect to the Company's Project (as defined in the FILOT Agreement) in the County;

WHEREAS, the Company has made significant investment in the Project;

WHEREAS, by an amendment dated October 14, 2003, the FILOT Agreement was amended to extend the Project Acquisition Period (as defined in the FILOT Agreement) to ten (10) years after January 1, 1999, and to extend the date of the maximum term of the FILOT Agreement to December 31, 2028;

WHEREAS, the FILOT Agreement provides that any property placed in service as part of the Project during the Project Acquisition Period shall be included in the calculation of FILOT payments under the FILOT Agreement for a period not exceeding twenty (20) years following the year in which such property is placed in service (the "**FILOT Term**");

WHEREAS, the Company has requested that the County amend the FILOT Agreement by extending the FILOT Term from twenty (20) years to forty (40) years as permitted by Section 4-12-30(C)(4) of the Code and Section 3.B of Act No. 290 of 2010, South Carolina General Assembly (the "**Extension**");

WHEREAS, the County has determined that the FILOT Extension would directly and substantially benefit the general public welfare of the County by inducing the Company to continue to invest in the Project thereby increasing the ad valorem tax base, employment opportunities or other public benefits not otherwise provided locally; and that the FILOT Extension gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Extension, i.e., economic development, maintenance and creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the FILOT Extension will be greater than the costs; and

WHEREAS, the Extension will be effected pursuant to an amendment to the FILOT Agreement (the "**Amendment**") which is now before this meeting and is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. The County hereby finds and determines that the FILOT Extension would directly and substantially benefit the general public welfare of the County by supporting and encouraging the Company to continue the Project and to make additional investments; and that such extension gives rise to no pecuniary liability of the County or a charge against the County's general credit or taxing power.

Section 2. Approval of 20-Year Extension of FILOT Term from Twenty (20) to Forty (40) Years. Pursuant to Section 4-12-30(C)(4) of the Code and Section 3.B. of Act No. 290 of 2010, South Carolina General Assembly, the County hereby amends the FILOT Agreement (and, as applicable, the Inducement and Millage Rate Agreement) by extending the 20-year FILOT Term under the FILOT Agreement (and, as applicable, the Inducement and Millage Rate Agreement), to a total FILOT Term of forty (40) years.

Section 3. Execution of Amendment to FILOT Agreement. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Amendment which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amendment was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be

and they each are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to the Company. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amendment now before this meeting.

Section 4. Further Actions. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized, and directed to do any and all things necessary to effect the execution and delivery of the Amendment and the performance of all obligations of the County under and pursuant to the Amendment.

Section 5. Governing Law. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. Severability. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. Effectiveness of Ordinance. All Ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. In all other respects the prior Ordinances, resolutions and parts thereof which are not in conflict with the amendments hereto, shall remain in full force and effect. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

Section 8. Official Action. It is the intention of the County Council that this Ordinance shall constitute an official action on the part of the County within the meaning of any statute or other legislative enactment relating to the provision of incentives including, without limitation, the approval of the extension of the FILOT Term under the FILOT Agreement.

BE IT SO ORDERED by Laurens County Council.

(signature page attached)



New Business:
EMS Medical Control Physician



AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council

DATE OF REQUEST: 09-5-18

DEPARTMENT / AGENCY: Laurens County EMS/Laurens County Fire Service

NAME: Matt Pennington & Greg Lindley

ADDRESS: 321 S. Harper St

CITY: Laurens STATE: SC ZIP: 29360

PHONE NUMBER: 864-984-1574 EMAIL: mpennington@co.laurens.sc.us

SIGNATURE: 

SUBJECT MATTER REQUESTED (please be as specific as possible): Enter into contract/agreement with SMG to provide the services of Dr. Greg Givens for medical control physician for Laurens County EMS/Laurens County Fire Service.

FINANCIAL AMOUNT REQUESTED \$7,500 from EMS \$7,500 from Fire
Service

SOURCE OF FUNDING: This would come from part time salaries for EMS

(PLEASE – attach subject matter document pages as necessary)

FOR OFFICE USE ONLY

REQUEST ASSIGNED TO: DATE RECEIVED:

DATE OF ASSIGNMENT: DATE OF AGENDA:

DATE RESPONSE DUE:

COUNCIL ACTION:

MEDICAL DIRECTOR SERVICES AGREEMENT

NOTICE REQUIRED BY SECTION 154810 OF THE SOUTH CAROLINA CODE OF LAWS, 1976, IS HEREBY GIVEN THAT THE FOLLOWING AGREEMENT IS SUBJECT TO ARBITRATION.

THIS AGREEMENT, entered into to be effective as of _____, 2018 (the "Effective Date"), by and between SELF MEDICAL GROUP, a South Carolina nonprofit corporation ("SMG"), and LAURENS COUNTY, a county of South Carolina ("COUNTY"), hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, SMG employs physicians duly licensed to practice medicine in the State of South Carolina, board certified in emergency medicine and qualified to provide Medical Director Services for the COUNTY; and

WHEREAS, COUNTY has requested, and SMG has agreed to provide Greg Givens, M.D. ("the Physician") to render the Services, subject to the terms and conditions contained herein; and

WHEREAS, should the Physician for any reason not be able to perform duties required under this agreement, SMG shall provide another qualified physician upon mutual agreement of the Parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and understandings contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by COUNTY and SMG, the Parties, intending to be legally bound, agree as follows:

SECTION ONE: RESPONSIBILITIES

1.1 Appointment of Director. COUNTY hereby engages SMG to provide Physician to serve as the Medical Director pursuant to the terms of this Agreement, and SMG hereby accepts such engagement. The Services shall be provided at the direction of SMG.

1.2 Administrative Duties. SMG shall assume and provide the administrative duties set forth in Exhibit A, attached to this Agreement and incorporated herein by reference, during the term of this Agreement.

SECTION TWO: RELATIONSHIPS

2.1 It is expressly acknowledged and understood by the Parties that SMG is an "independent contractor".

SECTION THREE: COMPENSATION

}

3.1 COUNTY shall compensate SMG as provided for in Exhibit B, attached to this Agreement and incorporated herein by reference. COUNTY's payment to SMG of Compensation hereunder shall be contingent upon Physician's timely completion and submission of the time records to COUNTY for approval using the time record form set forth in Exhibit C. COUNTY will forward a copy of approved time records to SMG on a monthly basis.

3.2 Payment. For the convenience of the COUNTY, the COUNTY will make monthly payments of One Thousand Two Hundred and Fifty and 00/100 Dollars (\$1,250.00) to SMG for the services provided by the Medical Director each month. In no event will the COUNTY pay in excess of Fifteen Thousand and 00/100 Dollars (\$15,000.00) annually.

Within 30 days of the end of the initial and any successive contract terms, SMG will review Physician's time records and conduct a reconciliation to determine if the COUNTY paid an amount greater than the actual number of hours of medical director services provided by the Physician. If the total of this calculation is less than \$15,000.00, the excess will be carried forward into the following year or returned to the COUNTY, at the COUNTY'S discretion. This provision will survive the expiration of the Agreement.

SECTION FOUR: MISCELLANEOUS

4.1 Term. The term of this Agreement shall be for one (1) year commencing on _____, 2018. The term of this Agreement shall thereafter be renewed automatically for a maximum of two (2) additional and successive one (1) year periods, unless notice of intent not to renew is given by either Party to the other at least thirty (30) days prior to the expiration of the applicable term or unless this Agreement is otherwise terminated as provided herein.

4.2 Termination With Notice. Notwithstanding any other term herein, either Party may terminate this Agreement with or without cause, at any time, without penalty, upon ninety (90) days prior written notice to the other Party. If this Agreement is terminated without cause, the Parties may not enter into another agreement for the provision of Medical Director services until the first annual anniversary of the Effective Date.

4.3 Insurance. Each of the Parties shall maintain, or cause to be maintained, Professional Liability Insurance in amounts acceptable to the other party

4.4 Headings. The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit or define or extend the specific terms of the section so designated.

4.5 Governing Law/Venue. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of South Carolina. Venue for the resolution of any dispute between the Parties arising under this Agreement shall be in Greenwood, South Carolina and those state and federal courts having jurisdiction over Greenwood, South Carolina.

4.6 Entire Agreement. This Agreement, which includes and incorporates the Recitals above and all attached Exhibits, constitutes the entire understanding and agreement between the Parties hereto regarding the scope of services covered by this Agreement, and may not be modified without a written agreement executed by all Parties.

4.7 Indemnification. Nothing in this Agreement is intended to negate either party's right to indemnity from the other party in accordance with the common law of the State of South Carolina against claims, costs or damages, including reasonable attorney's fees.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement on the day and year first written above.

LAURENS COUNTY
a South Carolina _____

By: _____
Matt Pennington, BA, NRP
Director, Laurens County EMS

SELF MEDICAL GROUP

By: _____
James A. Pfeiffer
President and Chief Executive Officer

EXHIBIT A

Medical Director Duties and Services for EMS, Laurens County Fire Service and E 9-1-1

SMG shall provide the Medical Director who shall render the following services under this Agreement:

1. Quality assurance (QA) of patient care including development of protocols, standing orders, training, policies, and procedures; and approval of medications and techniques permitted for field use by direct observation, field instruction, in-service training (IST) or other means including, but no limited to:
 - Patient care report review;
 - Review of field communications recordings;
 - Post-run interviews and case conferences; and
 - Investigation of complaints or incident reports.
2. The Medical Control Physician shall serve as medical authority for the licensed provider, to perform in liaison with the medical community, medical facilities, and governmental entities.
3. The Medical Control Physician shall have independent authority sufficient to oversee the quality of patient care for the agency.
4. Providers shall register their Medical Control Physician with the Department and provide a copy of their current standing orders and authorized medication list signed and dated by the Medical Control Physician.
5. The Department must be notified of any change in Medical Control Physician, drug list, or standing orders within ten (10) days of the change.
6. The Medical Control Physician may withdraw at his or her discretion, the authorization for personnel to perform any or all patient care procedure(s) or responsibilities.
7. All initial Medical Control Physicians must attend a Medical Control Physician Workshop conducted by the Department within twelve (12) months of being designated Medical Control Physician. Failure to attend the above mentioned workshop will result in immediate dismissal from that position.
8. Medical Control Physicians shall complete Department mandated continuing education updates to maintain their status.
 - (a) Attend required/necessary educational conferences to maintain ability to be Director. Attendance at any other sessions is voluntary and encouraged.
9. Medical Control Physicians may respond to scene calls to render care, function as medical providers, provide medical direction, and/or exercise their medical oversight authority.

EXHIBIT B

Compensation

In exchange for the Medical Director services of a minimum of four (4) hours per month provided by SMG hereunder, COUNTY agrees to compensate SMG a rate of One Thousand Two Hundred Fifty and 00/100 (\$1,250.00) per month. Total compensation shall not exceed Fifteen Thousand and 00/100 Dollars (\$15,000.00).

No other compensation, benefits, taxes, fees or other cost shall be paid as a result of this Agreement.

COUNTY's payment to SMG of Compensation hereunder shall be contingent upon Dr. Givens' timely completion and submission of the time records to COUNTY for approval. COUNTY will forward a copy of approved time records to SMG on a monthly basis.

Monthly Time Record

Month: _____

[illegible]

Abstract

I attest to the accuracy of the above information:

Date _____