

MARLBORO COUNTY COUNCIL

MARLBORO COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP BUILDING

“CALLED MEETING”

WILLIAM P. WALLACE, SR. ADMINISTRATION BUILDING

MONDAY, JULY 25, 2016

12:00 NOON

CHAIRMAN	JASON STEEN	
VICE-CHAIR	WILLIE GLADDEN	
ADMINISTRATOR	JIM HAYNES	*
COUNTY ATTORNEY	HARRY EASTERLING, JR.	

COUNCIL:

JASON STEEN,		WILLIE GLADDEN,
RON MUNNERLYN,	*	CORRIE H. PLATO,
DR. CAROLYN PRINCE,		KEN ALLEN,
STEVE BLACKMON, AND		ANTHONY WOODS

\* Absent

Mr. Ron Munnerlyn sent a letter to Chairman Jason Steen stating that he had recused himself as a Council person from this meeting by the County Council regarding the position of County Administrator, due to a conflict of interest arising from his interest in the position.

Others Present: Ms. Lynn McQueen of the Herald-Advocate.

A copy of the agenda was emailed to Lynn McQueen of the Herald-Advocate, and posted on the front door of the William P. Wallace, Sr. Administration Building and on the county's website ([www.marlbocounty.sc.gov](http://www.marlbocounty.sc.gov)).

INVOCATION – Mr. Anthony Woods

APPROVAL OF AGENDA ITEMS

**Motion made by Mr. Anthony Woods, seconded by Mr. Steve Blackmon, to approve agenda as presented. Vote in favor. Unanimous. Motion carried.**

PERSONNEL – OPEN POSITIONS

Mr. Jason Steen, Chairman, stated that a sample contract was being presented to each member of Council for review regarding the open position of County Administrator. He stated that the contract has many blanks in it but was being provided for members of council to review and as a document that could be revised as Council seemed appropriate.

Mr. Anthony Woods asked if the contract presented was a county contract or a general contract. Mr. Harry R. Easterling, Jr., County Attorney, stated that some counties do not use contracts for these type positions but he noted that the former Administrator, Cecil Kimrey, had a contract similar to the one being presented for review and comment. He stated that Mr. Haynes, the current County Administrator, did not have a contract and stated that he as the county attorney did not have a contract.

Dr. Carolyn Prince stated that she needed more time to review this contract in detail.

Chairman Steen stated that Council could do whatever they decided. He stated that the contract was provided just as something to go by and is not set in stone.

Ms. Corrie Plato stated that the contract seemed to be based on three years. Chairman Steen stated that anything that is in the drafted contract could be changed.

Dr. Prince stated that section 6 created a red flag for her regarding a vehicle being provided. Chairman Steen stated that the Chairman of the Economic Development Partnership has advised that the partnership would continue to provide an automobile or an item for expense of another vehicle. Dr. Prince stated that if that was the case, then section 6 should be taken out of the contract.

Chairman Steen questioned Attorney Easterling about the case that was provided to members of Council and asked if he could explain the case and the ruling made.

Attorney Easterling stated that the question in the particular case he provided to members of Council was whether or not one council could bind a future council. Attorney Easterling stated that under the facts of the case he presented to them dealt with a written contract approved by a Council that was no longer in office and the court determined that the new elected Council was not bound by the contract.

Dr. Prince asked if there was a three year contract approved by Council and three of them were running for re-election and lost, could the contract be voided. Attorney Easterling stated that if the Council that approved the contract was no longer in office and a majority of the new Council determined that the contract was not in the best interest of the county, then the contract could be terminated by majority. Attorney Easterling stated that this case is something that the applicants should also be aware, since contracts are under the laws of the state.

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Mr. Ken Allen stated that he felt that it was never good to have contact exceed two years due to the election cycle of Council members. Attorney Easterling stated that the contract may be reviewed by one of the provisions annually and if all are ok with the things are going, members of Council could continue the contract.

Mr. Steve Blackmon stated that he thought that the best way to go.

Dr. Prince stated that these were the reasons she needed more time to review the contract.

Attorney Easterling stated that until all the blanks were filled in the contract, that there is no contract. He stated that members of Council needed input from the applicant about salary, etc.

Chairman Steen stated that this ~~is~~ something to work with and it is at the discretion of Council.

**A motion was made by Dr. Carolyn Prince, seconded by Ms. Corrie Plato, to go into executive session to discuss a personnel matter pursuant to SC Code Section 30-4-70(a)(1). Vote in favor. Unanimous. Motion carried.**

**After approximately 45 minutes in executive session, a motion was made by Mr. Willie Gladden, seconded by Dr. Carolyn Prince to leave executive session and return to open session. Vote in favor. Unanimous. Motion carried.**

Chairman Steen stated that no votes were taken and no decisions were made.

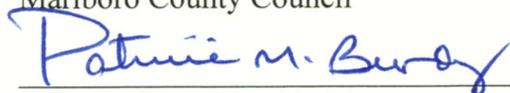
**Motion made by Mr. Ken Allen, seconded by Ms. Corrie Plato, to adjourn the meeting. Vote in favor. Unanimous. Motion carried.**

The meeting adjourned at 1:05 p.m.

(SEAL)

ATTEST:

  
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Jason K. Steen, Chairman  
Marlboro County Council

  
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Patricia M. Bundy, Clerk  
Marlboro County Council

Adopted: August 9, 2016