

MARLBORO COUNTY COUNCIL

MARLBORO COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP BUILDING

“CALLED MEETING”

WILLIAM P. WALLACE, SR. ADMINISTRATION BUILDING

FRIDAY, JULY 29, 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: None

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.marlbOROCOUNTY.SC.GOV).

INVOCATION – Mr. Anthony Woods

APPROVAL OF AGENDA ITEMS

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

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PERSONNEL – OPEN POSITIONS

Mr. Jason Steen, Chairman, stated that the sample contract that had been reviewed at the last meeting has been re-drafted and asked that members of Council review at this meeting and discuss any suggested changes, additions or deletions.

Dr. Carolyn Prince stated that the last sentence in Section 2. B. refers to “subject only to the provisions set forth in Section 3, paragraph D, of this contract” but states that there is no paragraph “D” in section 3. She suggested that that sentence be stricken.

Mr. Anthony Woods stated that Section 2. D. states that the contract shall be reviewed each year on February 1. He asked if this would be done. Chairman Steen stated that the contract would be reviewed annually on February 1st of each year since the applicant was requesting a four year contract.

Dr. Prince asked why the contract is dated in August but would not become effective until January 1, 2017.

Mr. Harry R. Easterling, Jr., County Attorney, stated that Section 11.E. stated that the new Administrator would begin duties as a process of education in order to understand what projects are pending in Economic Development and would spend approximately 30 hours a week.

Chairman Steen stated that Section 11.E. will also allow the applicant to continue his health and retirement until he begins full time on January 1, 2017.

Attorney Easterling confirmed that if the applicant resigns his current seat with Council, he would lose his insurance.

Dr. Prince asked what the end date would be for the applicant’s current employer and stated that she did not understand how the applicant could work for the county 30 hours a week if he is continuing a full-time job in North Carolina. Chairman Steen stated that the applicant would give his current employer in North Carolina a 90 day notice once the contract has been signed. He stated that the applicant would not provide any resignation with his current employer until he had a signed contract with the county.

Dr. Prince stated that the applicant should begin the 30 hours a week after he has resigned from his current employer.

Mr. Steve Blackmon stated that if the applicant is not taking the position until January 1, 2017, he would have insurance since he is a member of Council.

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Chairman Steen stated that once the applicant signs the contract with the County, he would need to resign from his seat on Council which would leave him with no health insurance.

Attorney Easterling stated that the dual office holding question comes into play here, He stated that if the applicant accepts the position as Administrator, he would need to resign from his current seat as member of Council.

Dr. Prince stated that her concern was that the contract calls for the applicant to begin his duties as Administrator on January 1, 2017. Attorney Easterling stated that beginning at the time of the contract is signed, the applicant will step in as Economic Development Director which will continue until the end of the year.

Dr. Prince stated that the applicant would need to resign from his Council seat if he is going to accept this contract.

Mr. Willie Gladden stated that the applicant would resign once the contract was signed.

Chairman Steen stated that the applicant would have to take care of the resignation from Council position once and if he makes a decision to sign the contract.

Dr. Prince stated that the contract was written for a three year term. Chairman Steen stated that it was for a four year term with the applicant taking office on January 1, 2017 through December 31, 2020.

Mr. Gladden stated that an evaluation of the Administrator is to take place each year anyway.

Chairman Steen stated that if the applicant is the one for Council then fine and well but if he wasn't, that Council could pay him for six months and let him go.

Mr. Steve Blackmon stated that if the arrangement did not work out that he did not want it to cost the county anything. Chairman Steen stated that the contract was written with a six month severance pay in Section 3.A. Mr. Blackmon stated that he had concerns with paying two people for one position. He stated that he felt like if you were not the person for the job, you should just be told to leave with no pay.

Dr. Prince asked if anyone received feedback from the members of the Partnership Committee. Chairman Steen stated that he received some feedback verbally and the Partnership's vehicle was discussed.

Dr. Prince stated that the Partnership Committee has been eliminated from providing input regarding the Economic Development Director. She stated that typically this committee would interview candidates for the position and recommend to the county.

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Chairman Steen stated that he had not discussed the replacement with the members. He stated that he felt that things should be kept as quiet as possible but felt that the Partnership Committee would be ok with Council's decision.

Mr. Gladden stated that the Partnership Committee members seem to know more or as much as members of Council.

Chairman Steen brought Section 4.A. to the attention of members of Council as to the payment allocation for the Economic Development Director. He stated that if the work load becomes too great, that someone could be hired as the Economic Development Director.

Mr. Steve Blackmon stated that if someone would need to be hired as the Economic Development Director, it should be clear in the contract that the \$30,000.00 which is being allocated to the applicant for work in this position would be used towards the hiring of a new director if the need arises.

Dr. Prince stated that she agreed that it needed to be clear in this contract that if the need arises to hire an Economic Development Director that the current \$30,000.00 being paid to the applicant will be taken from the applicant's salary to help pay the new director.

Chairman Steen agreed that the contract could be revised to make the above revision so that it is clear that the \$30,000.00 would be taken from the Administrator's salary if an Economic Development Director is hired so as to allow these funds to go towards the Director's salary.

Chairman Steen stated that he understood that Council is ready to offer the contract with requested revisions to the applicant and if the applicant accepts the offer and signs the contract, the appointment could be made at the upcoming August 9th Council meeting. Attorney Easterling confirmed that to be correct.

Attorney Easterling suggested that a motion be made to direct staff to make revisions for final draft of contract and that the revised contract be presented to the candidate for consideration.

Motion made by Mr. Willie Gladden, seconded by Dr. Carolyn Prince, to direct staff to finalize the contract for presentation to the candidate based upon changes made at this meeting. Vote in favor. Unanimous. Motion carried.

Motion made by Mr. Willie Gladden, seconded by Mr. Steve Blackmon, to adjourn the meeting. Vote in favor. Unanimous. Motion carried.

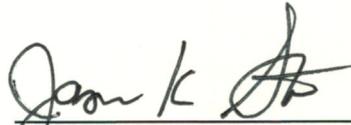
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The meeting adjourned at 12:55 p.m.

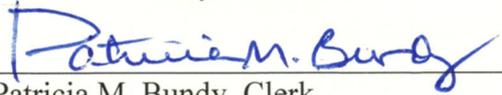
(SEAL)

ATTEST:

Adopted: September 13, 2016



Jason K. Steen, Chairman
Marlboro County Council



Patricia M. Bundy, Clerk
Marlboro County Council