

ANDERSON COUNTY SOUTH CAROLINA

Tommy Dunn Chairman Council District 5

Brett Sanders Vice Chairman Council District 4

Craig Wooten Council District 1

Gracie S. Floyd Council District 2

Ray Graham Council District 3

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Croegaert Clerk to Council

Rusty Burns County Administrator AGENDA
ANDERSON COUNTY COUNCIL
SPECIAL CALLED MEETING
May 13, 2020 at 11:00 AM
Anderson County Civic Center
3027 Martin Luther King Jr. Blvd.
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER:

2. INVOCATION AND PLEDGE OF ALLEGIANCE:

Mr. Jimmy Davis

3. APPROVAL OF MINUTES:

March 3, 2020

- 4. CITIZENS COMMENTS: Agenda Matters only
- 5. HOUSING INFORMATION FROM DISTRICT 2:

Ms. Gracie S. Floyd (allotted 5 minutes)

6. ORDINANCE THIRD READING: None

7. ORDINANCE SECOND READING:

a. 2020-006: An ordinance to amend the zoning map to rezone +/- 50.26 acres from R-20 (Single-Family Residential) to R-A (Residential-Agricultural) at 1061 Asbury Park Road, TMS# 045-00-04-009. (District 5)

Ms. Alesia Hunter (allotted 5 minutes)

8. ORDINANCE FIRST READING:

- a. 2020-008: An ordinance to amend the Code of Ordinances, Anderson County South Carolina, by adding Article X to Chapter 42 Titled Second Amendment Protection.

 Mr. Ray Graham (allotted 5 minutes)
- b. 2020-009: An ordinance authorizing the execution and delivery of certain agreements by and between Anderson County, South Carolina, and Company A/Company B whereby, under certain conditions, said Companies will acquire, by construction and purchase, certain property in Anderson County and create certain jobs in Anderson County and Anderson County will execute amendments to certain Fee-in-Lieu-of-Tax Agreement(s) and Special Source Revenue Agreements and provide certain Economic Development Inducements to Company A/Company B and an additional sponsor Affiliate and enact certain further Legislation for said Companies' Project MIT involving an expected Nine Million Five Hundred Thousand Dollars (\$9,500,000) in total investment and the creation of an expected Fifty (50) new jobs in the County. (Project MIT) Mr. Burriss Nelson (allotted 5 minutes)
 - c. 2020-011: An ordinance declaring a moratorium for six (6) months on the issuance of approvals of development permits for recreational vehicles ("RV") parks and tiny home subdivisions in Anderson County to allow for development of revised standards.
 Ms. Gracie S. Floyd (allotted 5 minutes)

9. RESOLUTIONS:

- a. R2020-011: A resolution supporting local participation in the 2020 Census.

 Mr. Steve Newton (allotted 5 minutes)
- b. <u>R2020-012</u>: A resolution of the Anderson County Council to request the assistance and cooperation of the South Carolina Department of Health and Environmental Control ("DHEC") in rerequiring additional testing and remediation at the site of the Kinder Morgan Plantation Pipeline release near Belton, South Carolina to more expeditiously address the clean-up of the release.

Ms. M. Cindy Wilson (allotted 5 minutes)

Anderson County Council Agenda for May 13, 2020

- c. <u>R2020-013</u>: A resolution authorizing execution of a Certificate of Waiver pursuant to the declaration of covenants, conditions, restrictions, and easements for Anderson Regional Airport Industrial Air Park regarding the sale of a parcel within the Air Park by Lakeshore Leasing, INC. to P.R.T.R., LLC for Project Westwind.

 Mr. Burriss Nelson (allotted 5 minutes)
- d. R2020-014: A resolution authorizing, under certain conditions, the execution and delivery by Anderson County, South Carolina of a Fee in Lieu of Tax Agreement with Project Westwind with respect to an Industrial Project in the County whereby the Project would be subject to payment of certain Fees in Lieu of Taxes, and whereby Project Westwind will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure. Mr. Burriss Nelson (allotted 5 minutes)
- e. <u>R2020-015</u>: A resolution authorizing continuing appropriations for Fiscal Year 2019-2020 until such time that the 2020-2021 Fiscal Year Budget Ordinance is duly enacted. Mr. Brett Sanders (allotted 5 minutes)

10. GRANT APPROVAL:

Mr. Steve Newton (allotted 5 minutes)

- a. Undiscovered SC Grant Green Pond Landing
- b. Re-Entry Navigator Sub Grant Award

11. APPROVAL OF IN-KIND COMMITMENT LETTER OF SUPPORT:

Upstate Forever nonpoint source pollutant reduction, Three & Twenty Basin

Mr. Steve Newton (allotted 5 minutes)

Mr. Robert Carroll (allotted 5 minutes)

12. BID APPROVAL:

- a. BID #20-037 Audit Services
- b. BID #20-043 Asphalt Lab Renovation
- c. BID #20-044 Dolly Cooper Park Kayak Launch

13. TRANSFERS:

Ms. Rita Davis (allotted 5 minutes)

14. ROAD ACCEPTANCE INTO COUNTY INVENTORY:

- a. <u>Hemlock Subdivision Phase II:</u> (District 4)
 Fernbank Drive, Jasmine Way, Muscadine Trail, Wisteria Court
- b. Pennington Farms Subdivision: (District 4)
 Hardwood Drive, Rossmoor Court
- c. <u>Sullivan Hills Subdivision Phase II:</u> (District 5) Norfolk Circle, Rivanna Drive

15. REPORT FROM PLANNING AND PUBLIC WORKS MEETING HELD MONDAY,

MARCH 9, 2020:

Chairman Ms. M. Cindy Wilson (allotted 15 minutes)

- 3. Approval of Minutes for February 19, 2020
- 4. Presentation on Sewer Projects, Updates and current conditions
- 5. Capital Improvements of 2020

16. EXECUTIVE SESSION:

- a. Legal Advice involving contractual matter related to the Civic Center
- b. Legal Update on Preston Bankruptcy
- c. Legal Update on Joey Beeson Case
- d. Legal Advice regarding acquisition of sewer easement for Welpine Project action may be taken following Executive Session

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Anderson County Council Agenda for May 13, 2020

17. APPOINTMENTS: None

18. REQUESTS BY COUNCIL: *

American Legion Post #44-District 3

AIM- District 5

ACM Friends of Museum Hall of Fame- District 5
Piedmont Historical Preservation Society- District 6
PLAY- District 6
Safe Harbor- All Districts

19. <u>ADMINISTRATORS REPORT</u>:

(allotted 2 minutes)

- a. Building and Codes Report
- b. Special Projects
- c. Transfers
- d. Sheriff's Report

20. CITIZENS COMMENTS:

- 21. REMARKS FROM COUNCIL:
- 22. ADJOURNMENT:

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event.

For assistance please contact the Clerk to Council at 864-260-1036.

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL COUNTY COUNCIL MEETING MARCH 3, 2020

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
GRACIE FLOYD
RAY GRAHAM
BRETT SANDERS
JIMMY DAVIS
M. CINDY WILSON

ALSO PRESENT: RUSTY BURNS LEON HARMON LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like 2 to call the Anderson County Council meeting, regular. 3 meeting of March 3rd to order. I'd like to welcome each and every one of you here. Thank y'all for coming tonight to participate in your county 5 government. At this time I'd like to call on 6 7 Councilman Jimmy Davis to lead us in the invocation •-- 8 and pledge of allegiance. If we'd all rise, please. 9 INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS 10 TOMMY DUNN: At this time let the 11 record show that Councilman Wooten is not here 12 tonight. He's out of town. Also, we've got I think a 13 boy scout trooper here trying to make I think his last 14 badge to get to Eagle Scout, if I'm not mistaken, 15 Citizenship and Community. Want to welcome him here. 16 Right over there. Stand up. 17 **APPLAUSE** 18 TOMMY DUNN: At this time are there 19 any corrections or changes to be made to the regular 20 meeting of February 18th, 2020? 21 CINDY WILSON: Mr. Chairman, may I? 22 There were just three grammatical corrections for page 23 35, line 20 that evil creature Dylann Roof, Dylann is 24 spelled D-Y-L-A-N, and that's line 20. Line 27 there 25 are still, instead of there's still various issues. And 35, terrible pipe bursts, plural, for the fuel spill in Belton. If I may put that in the form of a 26 27 28 motion to correct that. 29 TOMMY DUNN: Motion Ms. Wilson. Do 30 we have a second? 31 JIMMY DAVIS: Second. Second Mr. Davis. Are TOMMY DUNN: 32 33 there any other changes or corrections? Hearing none, 34 all in favor of Ms. Wilson's motion show of hands. 35 All opposed like sign: Show the motion carries 36 unanimously. 37 At this time we'll move on to citizens comments. 38 When Mr. Harmon calls your name, please, for the 39 record, state your name again and the district you 40 live in, for the record. Address the chair. And you 41 have three minutes. And the first go-around is on 42 agenda items only. 43 LEON HARMON: Mr. Chairman, first 44 speaker is Christine Shirley. 45 CHRISTINE SHIRLEY: My name is Christine 46 Shirley and I am a resident of District 5; your district, Mr. Tommy Dunn. If you recognize the name 47 Shirley it is because our family has a long history 48

here in Anderson. We are the owners of Shirley Family

Farm, a South Carolina Century Farm, dating back to

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1906. My husband's cousin Richard served as Mayor of Anderson for many years. I am a wife, a mother, a farmer, a small business owner, the daughter of immigrants and generations of American service men and women, as well as a former soldier in the Army Reserves. I have two college degrees. I am a history buff. I am a home schooling parent. Believe me when I say that I am well-versed in American History and the Constitution of the United States. One of the freedoms declared by our forefathers was the right to own and bear arms. I should not have to explain to you as elected officials and servants of the people that the oath you swore was to uphold the Constitution as the supreme law of the land, superceding all others.

Since 1938 and especially in recent years, the Second Amendment has been under attack stripping some Americans of their rights and narrowing the scope of the law contrary to the wording of shall not be infringed. We have had to listen to presidential candidates declare on television, Hell, yes, we are coming for your guns. We have had a movement suggest that red flag laws that would violate the Constitution multiple times over resulting in the illegal search, seizure and confiscation of firearms based on anonymous and probably unfounded claims.

Law enforcement already waste enough time and resources investigating false reports. Who here has never had an argument with a neighbor? Who here has never been the victim of vicious gossip? If you haven't, then you're the lucky minority. Should your rights be violated based on the bitter words of a disgruntled person? Sanctuary means a place of refuge or safety. Anderson County is my home. It should be my sanctuary. Not for the actions of guns and in the hands of criminals as some would erroneously interpret this movement, but for every citizen's right in this county.

We demand the ordinance declaring Anderson a Second Amendment sanctuary as submitted weeks ago for presentation. Not a weak, meaningless resolution, and we will accept nothing less. I am disgusted and ashamed that you would refuse to fight tyranny beside the people that you have sworn to serve.

I would remind you that we are entering an election cycle and we are thousands deep of your constituents demanding this ordinance. We have thousands of petitions and signatures and followers, and our movement grows every day that you waste our time. It has been carefully prepared and reviewed by

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attorneys of the gun owners of America and SC Carry. 1 2 Similar ordinances have been put into effect across 3 this country by true patriots who value freedom over 4 their precious political seats. None of your 5 positions are secure. And if you pass this ordinance that safeguards our -- if you do not pass this 6 7 ordinance that safeguards our Second Amendment rights, 8 I will personally light the torches, politically 9 speaking, to lead the charge to end your time ---10 LEON HARMON: Time, Mr. Chairman. 11 CHRISTINE SHIRLEY: --- on the council. 12 You, Tommy Dunn, told us that you supported ---Time. 13 TOMMY DUNN: 14 CHRISTINE SHIRLEY: --- our efforts. 15 Clearly a term resolution which we unfortunately 16

overlooked in our ---

TOMMY DUNN: Ma'am, ---CHRISTINE SHIRLEY: You put it on the agenda like it was your idea. And then passed our ordinance off to the county attorney.

APPLAUSE

TOMMY DUNN: Let me be perfectly clear, this is a county council meeting. We're trying to do the people's business for Anderson County. You've got a right to speak. You're not going to interrupt and disrupt the meeting. If you do, you'll be asked to leave.

I said, this is a county council meeting. isn't a town hall meeting. We've got business to do. We're not going to put up with disruption of the meeting. It's not going to happen. Now, everybody has got a right to speak and we're going to listen to it. Each and every one of you. There's a way to do things and be civil to one another. If you can't do that, we're going to ask you to leave.

Next, Mr. Harmon.

LEON HARMON: Mr. Chairman, next

speaker is Lori Monroe.

My name is Lori Monroe. LORI MONROE: I live at 21 Sweet Willow Pond in Anderson, zip code 29624, District 5.

I was born and raised in California. And thirtyseven years ago when my husband and I were first married, we could walk into any gun store and buy a firearm; no questions asked. Today it's nearly impossible. And you know how it started? It started with elected officials voting not to protect our constitutional rights. It went from there to voting to rob us of our constitutional rights. We all know what California has become. We literally watched as

we were voted criminals for being law-abiding gun owners.

You are proposing now that we don't get an ordinance, we get a weak and watered-down resolution and we are not okay with that. I can't help but wonder if y'all just think we're a little too stupid to understand the difference between an ordinance and a resolution.

I, for one, know exactly what y'all are trying to do; table it until after the elections, save your seats, establish yourselves as politically correct and hope we go away. Well, I've already lived through this. And you know, prior to Donald Trump on a national level who beat the swamp, and our own Sheriff who won against an incumbent good ole boy, we might have been content to sit back and think, you know, things can't change, why bother. But now we know we can make a difference and we can see change.

Right now, in one months' time, by simple word of mouth, we have over five thousand people in a grass roots Facebook group and we're growing daily. We've got thousands of signatures supporting the ordinance to make Anderson County a Second Amendment sanctuary county.

Well, what if those five thousand just went out and got ten people. I know my husband and I easily got twenty people to come tonight. And what if those fifty thousand go out and get just five, now we're approaching the entire Anderson County population. And I know that's not realistic, so cut it in half. Do the math.

What if we find viable candidates to run; candidates that will protect our rights. What if we become as passionate about those candidates as we do about the President and about our sheriff. And what if we each take our skills -- mine happens to be marketing and website design -- and we throw our hearts and souls into campaigning for candidates who will protect our rights. You know, even liberal politicians on a national level can't go up against the Second Amendment successfully. It just doesn't work.

So in closing I ask you to consider, do you want to take those five thousand people who are in a group and have signed a piece of paper and mobilize them and unite them with a single cause to replace you? How easy do you think it will be for us to recruit when our slogan is Save Anderson ---

LEON HARMON: Time, Mr. Chairman.
LORI MONROE: --- From Becoming

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California.
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               TOMMY DUNN:
                                     Ma'am, it's time.
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                             APPLAUSE
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               TOMMY DUNN:
                                     Mr. Harmon.
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               LEON HARMON:
                                     Next speaker is Randy
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      Jones.
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               RANDY JONES:
                                     My name is Randy Jones.
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      I'm from Cindy's district, District 7.
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          I intended to be here tonight to speak about my
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      support for the Second Amendment Sanctuary Ordinance.
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      But the ordinance that I expected to be on the agenda
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      was replaced with a 2a resolution. I would like to
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      request that the council table or withdraw this
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      resolution and take appropriate steps to get the
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      ordinance that was submitted to the council on
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      February 12th back on the agenda to be read and voted
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      on by the council.
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          The citizens of Anderson County deserve to have
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      this brought forward for the appropriate readings,
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      discussion and vote by the council so they will know
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      this is truly supported by our county government.
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      Should it not be approved by one or more council
      members, we deserve to know who that is so we can make
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      our decision in the upcoming election cycle if we want
      to continue to be represented by those members
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        Please understand this is not just a few gun-
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      toting fanatics making this request. We have
      thousands of Anderson County residents that support
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      this and we truly believe in this great country, great
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      Constitution and Bill of Rights that the founders so
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      brilliantly put together on paper over two hundred
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      years ago. This is the very foundation of the
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      greatest country that's ever existed on this planet:
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          We fully support whatever it takes to truly make
     Anderson County a safe place for us by standing up to
      those that may try to destroy and take away our right
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      to bear arms for due process, free speech and for
      protection against unlawful seizure of property.
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          I hope that you will act on this recommendation
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      and reconsider your actions on this resolution tonight
      and establish the quick-as-possible path to getting
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      the ordinance brought to the council. Thank you.
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                            APPLAUSE
         TOMMY DUNN:
LEON HARMON:
                                 Mr. Harmon.
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45 -
                                 Next speaker is Sherry
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      McAbee.
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               SHERRY MCABEE:
                                     My name is Sherry
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      McAbee. I live at 1421 Old Trail Drive.
          I have nine crack houses in my neighborhood. How
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      many of you, with a show of hands, have guns in your
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home? How many of you have carry permits in your home? How many of you have the right to carry and protect your family? Thank you.

Okay. Now, what gives y'all the right to say how we can protect our town? Do you own guns? Do you? Do you protect your home? How many? Show of hands. Okay. I don't want a resolution. I want an ordinance where I can protect what is mine.

TOMMY DUNN: I've asked y'all to

keep it down.

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SHERRY MCABEE: I want to protect what is mine. How many officers are in here tonight protecting you because you're afraid some fanatic is going to come in here and shoot one of you? Right? What makes you any different from us? None. Because we all bleed red.

You know, I'm not going to threaten you with reelection because that's not a hill of beans to y'all. But I will say this, I will protect mine. Thank you.

APPLAUSE

LEON HARMON: Mr. Chairman, next speaker is Avery McAbee.

AVERY MCABEE: My name is Avery McAbee. I live at 1421 Old Trail Road.

Like she said, there's nine crack houses in my neighborhood. When you call a police officer, it may be thirty minutes before they get there because they're spread out so far and they have so many other calls that it takes time to cover. I have guns in my house. I will keep guns in my house. And if you want my gun, forget it. I'm not giving it up. I stand on the Second Amendment right that gives me the right to carry my gun, to own my gun without any infringement. And you need to pass an ordinance that we are the people of Anderson County and we have the right to protect our homes and our families. Thank you.

APPLAUSE

LEON HARMON: Next speaker is Daniel

McKee.

DANIEL MCKEE: I'm Daniel McKee. I'm

a District 3 citizen.

I'm here tonight to speak on the Second Amendment ordinance that we proposed the last meeting. The Second Amendment says, a well regulated militia being necessary for the security of a free state, the right of the people to keep and bear arms shall not be infringed.

Furthermore, the Fourth Amendment says, the right of the people to secure in their person, houses, papers and effects against unreasonable search and

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seizure shall not be violated. And no warrants shall issue upon probable cause supported by the oath or affirmation. And particularly describing the place to be searched, the person or things to be seized. Currently there's a House bill 3275 that's proposing a red flag law in Columbia. This violates both our Second and our Fourth Amendment rights.

First of all, the Fourth Amendment right, we have to have protection of our own houses. This red flag law allows them to be charged in under accusations from others without any kind of backbone behind it. Currently there's a House bill or has been in the past, 4087, that proposed that gun ownership could be banned for minor offenses. House bill 4699 was a proposal to have electronic chips on all firearms requiring that they be tracked. These are some of the bills that are being instituted within our state against our Second Amendment rights, which furthermore goes against — or goes for why we are pushing to have this ordinance within our county.

I bet our forefathers would not expect that free citizens of this nation would have to be coming forward in efforts to protect and defend a right that was declared during the foundation of this great nation, especially when it included the words, shall not be infringed.

However, here we are. I believe the Constitution speaks for itself and shouldn't have to be defended. However, we're seeing more and more of these rights that are constantly being come against. Turn on the news every day. Tell me what kind of place we're living in right now. Evil is rampant all around us in this world. We're constantly seeing and hearing reports of home invasions, abductions, robberies, etcetera. Without protecting our Second Amendment freedom and the ability to protect ourselves, we become one thing, and that's a victim.

I, for one, will not succumb to becoming a victim. None of the supporters here tonight want to become a victim. As far as that goes, even non-supporters of the Second Amendment do not want to become a victim. So that's why we as citizens of this county think it's time that we need to take action to protect from any of these proposed gun laws for doing anything other than trying to strip our God-given right away.

It's time the action be made and an ordinance, not a resolution, to be passed to make Anderson County a Second Amendment sanctuary county where our rights will not be infringed upon. Let us set the way for the rest of the state in showing that we will not

المعارف في مراج بهريزيان الصعيفيين ويهيمين الهندة المتعجم مسيون ياريونون

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allow our rights to be infringed upon.
          As we walked in tonight, each one of us was
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      searched to make sure we came in safety with no kind
      of firearms or no kind of weapons.
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               LEON HARMON:
                                     Time, Mr. Chairman.
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               TOMMY DUNN:
                                     Time.
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                                     Thank you.
               DANIEL MCKEE:
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               TOMMY DUNN:
                                     Next, Mr. Harmon.
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                             APPLAUSE
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              LEON HARMON:
                                     Next speaker is Brian
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      Allen.
                                     I'm Brian Allen,
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               BRIAN ALLEN:
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      District 3.
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          During the last meeting, after many of us that
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      support Anderson becoming a Second Amendment sanctuary
      city left, an anti-gun activist was allowed to speak.
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      Let's all stay until the end of this meeting if
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      possible.
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          Somebody over here a while ago, one of these
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      gentlemen ---
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               TOMMY DUNN:
                                     Address the Chair,
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      please.
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               BRIAN ALLEN:
                                    One of these gentlemen
      said, what's the problem? We have gun rights.
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     They're slowly getting nipped away. That's what the
     problem is. You want to see what the problem is look
      at Virginia, look at California. The anti-gun
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      activist spoke about the Townville shooting. Well,
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      many of us were affected by that event, including me
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      and Brett Sanders. We had a friend that died that
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      day; Jeffrey (verbatim) Osborne. However, what wasn't
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      mentioned was that over four hundred thousand violent
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      crimes, including home invasions, that were prevented
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      last year according to fee.org.
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          One of our members that may be here tonight, Tyler
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      Butler, protected his home due to his right to bear
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      arms. Many veterans have died for this right. And
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      then they die every day for this right.
          And the main thing -- reason I'm here is because
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      of this young man right here and his children and his
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      children's children, and his children's children's
      children. If we don't do something about this now
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      they won't have the right to protect themselves.
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                             APPLAUSE
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               LEON HARMON:
                                     Next speaker is J.W.
46
      Monroe.
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               J.W. MONROE:
                                     My name is J.W. Monroe.
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      I live at 21 Sweet Willow Pond in Anderson County.
          The government called up my daddy and said, here's
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      a weapon, go to Europe and make those people free.
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They called me up and they said, here's a weapon, to over to Vietnam and make those people free. called my son up and sent him to Kuwait. He got shot up. But they gave him a weapon and said, make those people free.

Don't you want me to be free? **APPLAUSE**

LEON HARMON: Next speaker is James E. Allen.

JAMES E. ALLEN: My name is James E. Allen. I live at 608 Boulevard, Anderson, South Carolina.

I've got several questions to ask that happened to me and I think it's probably throughout the world; it happens all the time. At our church, when I mentioned last time about our church, at our church we've got a security camera. I'm sitting here watching it, and this is my hand before the Lord, I see two people. can't tell you if they was woman or man because they had hoodies on, they had sunglasses on, and they was wrapped up as far as they could be wrapped up. And we spotted them on our camera. We've got people that's got concealed weapons permit. I approached them. When I opened the door they both took off running. don't know what they had in their minds, but it sure wasn't church. And when they did, I thanked God that they run because I didn't know what I was going to do. I didn't want to be forced to do something I didn't want to do. But I had a way of protection.

There's another time over on Appleton Mill Hill, I'm going to church, some lady sitting there, a man beating the fire out of her and there was about six of them standing behind her. Later on somebody told me she was a prostitute. I didn't look at a prostitute. I looked at a woman that's almost been beat to death, and I stopped and I told the guy, I said, leave her alone. He said, the best thing you can do is get in your car. I never pulled my gun, but I let him know it was inside me. And they got in their car and they left. And I told the girl to get some help -- helped her get some help.

There was a time that -- I rent houses to people. There was a time that this person was being evicted and I happened to get there a few minutes before the law. Not that I tried to get there before they did. It just so happened I beat them. She was going to be there when they took -- well, when I approached up and got out of my car, a man come running at me probably as big a guy as I've ever seen with a butcher knife about that big. And I ain't going to repeat the words

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 that he said to me as he was running to my car. I didn't have time to get back in the car, but I did have my gun to where I could reached through the window. And I grabbed it. And he was as far as from here to that right there when I grabbed it. And he said, you ain't going to shoot me, but I will cut your head off. And I said, I pray to God I won't never know the answer to that, man. And his wife come out crying. And I said, please don't make me do something I don't want to do. But I believe actually that man would have cut my throat that day.

And this is just a few things we face. And if they know I ain't got no way of protecting myself -- if these churches, if the people know they ain't got no way of protecting their selves, what are they going to do? They're getting scared now because they know people has started taking them to church with them.

I've got a buddy that went to a church in Atlanta. He said a security guard was walking behind the people taking the offerings up because they would literally go inside the church and steal the offering plate because nobody could stop them. But now it's change. He said now since they know they can take a weapon, they don't come to that church and steal the offering plate. But they would literally go to that church and steal ---

LEON HARMON: Time, Mr. Chairman. TOMMY DUNN: Time, Mr. Allen.

APPLAUSE

TOMMY DUNN: Next.

LEON HARMON: Mr. Chairman, next

speaker is Charles Griffis.

CHARLES GRIFFIS: My name is Charles Griffis. I live at 320 Murphy Road, Belton, South Carolina, District 2.

I'm a combat veteran. I spent my time in Bosnia, Kosova, Macedonia and two tours in Iraq. What did I fight for? I fought for my freedom and everybody else here. I fought for everybody up there. You might disagree with, you know, owing weapons. You might disagree with protecting your own family. But when our young men and ladies go out and they serve our country, they might not come home. If you can live with that so be it. But I can't. It isn't right to take away the Second Amendment from us. I mean, it's not right. It's there for our protection and your protection. Don't take anything away.

You know, you have a right to carry a weapon. You have a right to protect your families. So does everybody here. I mean, we're American citizens.

That's what it's about. It's about freedom.

APPLAUSE

LEON HARMON:

Next speaker is

Josh Smith.

1.0

JOSH SMITH: My name is Josh mith. I live at 1332 Bleckley Street, District 2.

If I was elegant or had speeches written to do this. But I've had several combat tours. I've lost friends. I've been trained. And I was on the west coast and decided to come back to Anderson. I love this place. I'm trying to do my part at Equinox Park. I did my part to get that place rebuilt. I pushed for it. A lot of y'all received mail from me about that.

But what I don't understand is why Anderson has become the highest crime rate per capita of citizens. People are afraid. The people, each and every one of them that I fought to protect and love, I love every one of them here. You know why, brothers, sisters, sons, daughters, they have the right to protect themselves. I made sure I fought for that because I believe in that. I believe in Anderson.

So it's time for our representatives to show the backbone that, you know what, we're not going to fall for red flags. We're going to protect our county. We're going to protect our people, our constituents. This is what it's about. It's time to stand up. Guns save lives.

They don't arm officers with pepper spray and whistles. They give them guns. That's plain and simple. When I went over and played in sand boxes, they didn't give me whistles or rocks. They gave us guns. (End of audio 1.1) Good people will always prevail over evil when they can protect themselves.

APPLAUSE

JOSH SMITH: ... countless times.

Look throughout history and see where the government has tried to take away guns. See how that turned out for the people. Go ahead. Ask them. It's well know.

I did not move back to Anderson, this county I love so much and fought for, I've even tried -- I'm a big part of the community, Richard M. Campbell's, the parks, I've helped out. I've done my part for the community because I believe in this county. Some of you might take it for granted you're in the position you're at now, but don't take it for granted because people in numbers speak loud. And they've done that and they'll do it again. So time is to have a backbone.

Please, I beg of you, as an Anderson County member, just overall guy that cares for each and every

one of you, everyone in here, I didn't fight for your rights just to come back and have them taken away. I'm a vet and I'm scared that everything I fought for is going to get taken away. Everything I fought for is going to get taken away. It puts me in a predicament of what did I fight for. What we fought for ---

LEON HARMON: Time, Mr. Chairman.

JOSH SMITH: ... 75. Thank you.

APPLAUSE

LEON HARMON: Next speaker is Bill

Wetzel.

BILL WETZEL: My name is Bill Wetzel, 5010 Sunset Drive, Easley, South Carolina, but it is in Anderson County. I'm way out in the country where we have to wait forty-five minutes for police to arrive.

But I want to talk about the Bill of Rights. The first ten Amendments, they are all individual rights for the people to be able to have protection from the government. The First Amendment, rights of free speech, freedom of religion, freedom of the press, freedom of assembly; they were considered absolutely necessary for freedom.

The Second Amendment was put in place because without the ability to protect yourself and your rights, all rights are useless.

The first thing a socialist or communist country does is strip its citizens of firearms so that they can't defend themselves, that they can't protect themselves from unpopular things coming through. Right now a socialist may be our next President. We're that close to having some terrible things happening. Thank you.

APPLAUSE

LEON HARMON:

RMON: Next speaker is Paige

Thibault.

PAIGE THIBAULT: Hi, my name is Paige Thibault. I live in District 6.

I was a victim of domestic violence. My exboyfriend tried to kill me and I got away, but
unfortunately so did he. He was able to evade law
enforcement for over two weeks. I had to carry my
firearm with me everywhere I went because I was
terrified. When I got home in the afternoon, I had to
go room to room clearing my house; every closet, every
shower, under the bed, behind the bed. I was
terrified to go home. I don't know how I would have
survived without my firearm. At least I felt I had
some type of safety. I'm way out in the country;

4,3

thirty, forty-five minutes before the police can arrive.

I just beg you to please protect our rights. I hate to think what would happen if it was your daughter or your sister or your mom that had to live like that in fear. Thank you.

APPLAUSE

LEON HARMON: Next speaker is Robert T. McCurry.

ROBERT T. MCCURRY: Good evening, Council. I'm here as we the people. Let's put Anderson back on the map. You know, Anderson was the Electric City. It was on the map. It got put on the map before Charleston. It was something. It was a sight to behold because we was a people. Now let's put Anderson back on the map as we the people in supporting the Second Amendment completely.

We the people of the United States, in order to form a more perfect union, establish justice, ensure domestic tranquility, provide for the common defense, promote the general welfare. And in doing that you're creating a condition under which the general population, we the people, can prosper and flourish. It means protecting the environment in which we live. And secure the blessings of liberty to ourselves and our posterity.

I run a barber shop. Been in business for sixty-two years. Working on the third generation and the fourth is on its way. That fourth is my posterity. These children are our posterity. Let's keep this Second Amendment strong.

In doing that, we do ordain, we the people, do ordain this Constitution for the United States of America. We support this. This preamble was made so that the Ten Commandments following would be a -- more explained than the Constitution itself. Because they was afraid the Constitution couldn't be understood the way it was. Then we come up with the Amendments which explains the Constitution.

Please support this without a resolution. All the way through. We the people are here. We're not here -- I'm not here to threaten nobody's job because that's all you want. You want us to. Do what you've got to do. That's the way everybody looks at it. But let's just protect our people, making Anderson great again. Thank you.

APPLAUSE

LEON HARMON: Next speaker is Zach

49 Camp. 50

ZACH CAMP: Good evening, ladies

....

44 ---

and gentlemen of the council. My name is Zach Camp, resident of South Carolina District 6, and I'm also a combat veteran.

I served in the United States Army for eight years, in which I eventually left at the rank of Captain. Like all soldiers before me and those that will come after me, I swore to protect and defend the Constitution of the United States against all enemies, foreign and domestic. As an officer in the U.S. Army, I had the same expectation of all of my soldiers. The Constitution was written by our forefathers to serve as a document that protects us, not only from foreign governments but also our own.

We are asking this council to fully support our proposed ordinance because we also believe in the Constitution. Today we live in an age where the Second Amendment is under constant attack by all left supported armed with false information and lies provided by politicians and the media that know nothing about guns, yet pose as subject matter experts.

We believe it is our duty to protect and preserve not only the Second Amendment but the Constitution of the *United States for not only ourselves but also for future generations.

In our proposed ordinance we are not asking for anything unfair, unjust, immoral or illegal, and certainly not unconstitutional, as some have called it. We are only asking that you guarantee and support our rights by voting in favor of this ordinance.

I, for one, honestly feel most safe in places where I can legally carry my firearm because my past experiences have trained me well to do so. It is in these gun-free zones that are safe places that restrict the law-abiding citizens' ability to exercise the Second Amendment that I feel the most vulnerable because they do nothing to restrict a criminal that is intent on doing harm.

I'm sure I speak for many of us here tonight when I say that my safe place is not in a government building that restricts my right to carry and only protected by a few brave officers that guard the door; rather it is in my local gun shop where I know I'm surrounded by law abiding citizens carrying everything from a nine millimeter Glock to a Kimber 1911 custom 45 ACP.

The Second Amendment belongs to the people of this nation and we will not negotiate for it. Long live the republic and long live the Second Amendment. Thank you.

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1 **APPLAUSE** 2 LEON HARMON: Next speaker is Brent 3 Powell. 4 BRENT POWELL: Do I use this one? 5 TOMMY DUNN: Yes, sir. 6 BRENT POWELL: My name is Brent 7 I reside in the Powdersville District. Mr. 8 Davis is my representative to the council of Anderson. 9 I live as far from here as you possibly can, 'right 10 on the line. I am a father and an ordained minister. 11 I have three young children. And I'm here tonight to speak on their behalf and all the friends and family 12 13 that I have in Anderson and Powdersville, Anderson 14 County and Powdersville. 15 Tonight we've heard a lot about the Second 16 Amendment. I want to start off with what -- the 17 Constitution where it says we have unalienable rights. 18 I want to explain something. These are unalienable 19 rights. This is my Bible. This is my unalienable 20 right to life, liberty and the pursuit of happiness. 21 Now, our forefathers had enough common sense to 22 say there's going to be people that don't like that 23 and they're going to want to take that. So what they 24 did was they created -- this is my Constitution that I 25 carry with me all the time. So they put this 26 Constitution that basically said this is the law. And 27 what they did was they put a Constitution in place. 28 And again, they had the common sense to know somebody 29 is not going to like this. So they said, you know 30 what, we're going to put the Second Amendment that 31 says that whenever this is questioned, whenever this 32 falters, which is just this in this form, then we're 33 going to make it to where the people have the right to 34 defend this and this. This is not about hunting and 35 fishing. This is about defending this and defending 36 my family against people that want to take this, my 37 inalienable right to life, liberty and the pursuit of 38 happiness. 39 Now, what we're asking with the ordinance is not 40 the right to have guns. We already have that right. 41 We're not asking for an ordinance that says that we're 42 going to form a militia. We already have that right, 43 really. What we're asking tonight is to put a second 44 layer of protection for the residents of Anderson 45 County through a legal binding ordinance that says 46 when this falters, which we know is already being beat 47 up already, that when this falters, we're protecting

the residents of Anderson County. We're protecting

can use funds, can in no way use personnel to

. . . . _ -

our sheriff that says that Anderson County in no way

That makes no sense whatsoever.

confiscate law abiding citizens' guns.

This is not rocket science. I have heard it bounced around that this ordinance was unconstitutional. How is it unconstitutional when it is something that is a safeguard for the Constitution.

So tonight I'm here to ask you to get the ordinance that was given to you, find a lawyer that can make it right and pass the stinking thing, and put another layer of protection that is for us and Anderson County, and like another person said, put us back on the map to where I can defend my family, my friends and my Bible and my freedom.

LEON HARMON: Time, Mr. Chairman. BRENT POWELL: Thank you.

APPLAUSE

TOMMY DUNN: Mr. Harmon.
LEON HARMON: Next speaker is

Elizabeth Fant.

* ELIZABETH FANT: Good evening. Elizabeth Fant, District 3.

Some of you don't know this, but I'm usually the only one in here that gets up and speaks. Every council meeting. I applaud you being here and I hope this is not the last time. Because a lot of things, not just this resolution, that you need to be interested in. That's what I'm speaking on, as well.

We have a wonderful sheriff. In three years Sheriff McBride has taken Anderson County from being the thirteenth highest in criminal affairs in the nation — in the nation — to where we are today. And he has already cut thirty percent of the crime in Anderson County.

APPLAUSE

ELIZABETH FANT: Sheriff McBride has said he in no way is going to be a part of taking anybody's guns. And that's the way it should be. We do have that Second Amendment right. I'm very upset when I got here tonight and found out there wasn't going to be an ordinance; it was going to be this resolution. A resolution is a wimp. A resolution, for those people in the audience, you realize it, that it's on the books for a year and after a year if it's not renewed or anything happens to it, it just goes away.

The people out here that use guns in a bad way are bad people. But you can use a gun, you can use a vehicle, you can use a knife, you can use poison, you can use all kinds of other means to do harm to people.

I'm going to tell you something about me you don't know. You think you know everything about me. But

you don't. I used to be a member of the Belton Gun Club. And years ago before my vision got so bad, I got a big ole trophy for pistol, shooting and rifle shooting.

I believe in protecting yourself, protecting your neighbors, protecting your family. My family also served in the military and it just breaks my heart to hear these people who have been in the military or are in the reserve now to hear that what their service has done, it's just basically done, null and void, when you talk about taking away people's guns. It might start with AR whatever, but then it goes to another and another level and pretty soon, once the government takes one gun they can take any gun and then you're left where the criminals are the ones who have the guns and you have no protection.

Likewise, I have two neighbors that had run-ins with the wild stuff. I have one neighbor that a big ole deer that had fifteen points on it decided it wanted to look in the glass window of the door.

LEON HARMON: Time, Mr. Chair. TOMMY DUNN: Next, Mr. Harmon.

APPLAUSE

LEON HARMON: Next speaker is Michael

Shirley.

7.4

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MICHAEL SHIRLEY: My name is Michael Shirley. I'm going -- District 5 is where I'm at.

I'm going to take more than three minutes so you're going to get the opportunity to put me in my place, but I am going to finish what my wife started.

You, Tommy Dunn, told us you supported our effort, coyly using the term resolution, which we unfortunately overlooked in our eagerness. You put it on the agenda like it was your idea and then passed our ordinance off to the county attorney and had it redrafted into a spineless resolution.

You told me yourself, and I'm reading this for her, you told me yourself that you would not support this ordinance and that you would not violate state law if passed, no matter how unconstitutional. Some laws are just bad. Look at prohibition. Look at Jim Crow. We did not fight for equal rights to use the civil disobedience such as this for you to tread on us now.

I do have a couple of things I do want to talk about. I know a lot of you guys up there aren't real happy with me because of some of the things I've said. And that's okay. I don't care. I don't think most of these people in here care about your feelings. I don't know how y'all are going to vote. I don't know

how you feel. But I do know that you are an enemy of this county, Mr. Dunn. You basically said you support red flag laws and would let it go if it comes -- if the state tells you you have to. No, sir, that is not how this works. I understand that you have that seat right now, but I'm the proud husband of that woman back there that got quite a standing ovation after her speech. She's going to be your opponent, you can guarantee that.

1.4

APPLAUSE

11 TOMMY DUNN: 12 LEON HARMON: 13 signed up at this --: Mr. Harmon, next.
That's all the speakers

signed up at this -- for this time period.

TOMMY DUNN: Thank you, Mr. Harmon. CINDY WILSON: Mr. Chairman, may I

quickly? I have at the desk the bill -- a copy of the bill Representative Brian White filed. May we ask our clerk to make multiple copies to hand out to our audience members, because this is probably what we'll be working from.

TOMMY DUNN: We're going to get you a copy of it. Everybody will get a copy. That's what she's asking.

Moving on to item number 6(a), ordinance third reading, 2019-058, ordinance authorizing, pursuant to Title 4 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-71, 4-1-175 and 4-29-68 thereof, and Article VIII, Section 13 of the South Carolina Constitution, the execution and delivery of an infrastructure credit agreement by and between Anderson County, South Carolina and Cheney Mill Owner LLC or assigns, to provide for certain special revenue infrastructure credit for project Cheney Mill.

Mr. Nelson? Is he here?

At this time we'll be going into a public hearing. Anyone wishing to speak to this matter, this matter only, please step forward and state your name and district and address the chair. Anyone at all? Hearing and seeing none, the public hearing will be closed. Like I said, this is third reading. Do we have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Mr. Sanders;

second Ms. Wilson. Any discussion? Ms. Floyd.

GRACIE FLOYD: When this thing was first presented to us in 2019, I had some real serious concerns about it. And as I read over it today, there has been nothing new that has happened that has changed my mind about this. So I am still standing on

the same comments and the same principals I had about

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1
      this ordinance. It's something we have not done
 2
      before, and I don't think it's a good idea for us to
 3
      start doing it now unless we're going to do it for
 4
      everybody. And we haven't done that before. And I
5
      thank you.
6
               TOMMY DUNN:
                                     Thank you. Anyone
 7
      else? All in favor of the motion show of hands. All
      opposed. Show the motion carries, Mr. Davis, Mr.
8
9
      Sanders, Mr. Dunn, Mr. Graham, Ms. Wilson in favor;
10
      Ms. Floyd opposes.
11
          Moving on to item number 6(b), 2020-001, an
1.2
      ordinance to amend the zoning map to rezone plus or
      minus 23.66 acres from R-20 ... I'm sorry. I missed
13
14
      Mr. Newton's thing. I'm going to go back when we get
15
      through this second reading here. ... acres from R-20
16
      single family residential to R-A residential
17
      agriculture at 150 Burns Bridge Road. Be in Mr.
18
      Sanders' district. Do we have a motion to move this
19
      forward?
20
                                        So moved.
               BRETT SANDERS:
               CINDY WILSON:
21
                                          Second.
                                   Motion Mr.
22
               TOMMY DUNN:
      Sanders; second Ms. Wilson. Any discussion?
23
24
               GRACIE FLOYD:
                                          Well, I didn't
25
    - want to be the first one, but I have received several
26
      telephone calls about this, and a letter. Okay.
27
      Which one is this? It's still in your district;
28
      right?
29
               BRETT SANDERS:
                                          Yes, ma'am.
30
               GRACIE FLOYD:
                                         All right. I'll
31
      wait.
32 .
               TOMMY DUNN:
                                       · Okay. Anyone
      else? All in favor of the motion show of hands.
33
34
      Opposed like sign. Show the motion carries
35
      unanimously.
36
          Moving on, going back to item number 5, this will
37
      be an update on the 2020 census efforts by Mr. Newton;
38
      Steve Newton.
39
               STEVE NEWTON:
                                          Thank you, Mr.
      Chairman and members of council. If I can beg one
4.0
41
      second while my Census Complete Count Committee Co-
42
      Chair joins us up here. As council and most of the
      public I believe are aware, the -- April 1st is census
43
      day, so that's right around the corner.
44
45
          Now, the Anderson Complete Count Census Committee
      has been working over the past several weeks and
46
47
      months to try to coordinate local efforts aimed at, in
48
      general, encouraging people to participate in the
49
      census and making them aware that the census is coming
50
      up, so on and so forth.
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2.8

21 -

In tandem with that we have been working with several different community agencies, organizations and institutions in order to try to make sure that what we call vulnerable populations are aware of the census and are counted properly. Some of those vulnerable groups that generally have low non-response rates are small children between zero and five, partially because, you know, until you enroll in school there's not really any kind of record of you in the system anywhere. Adults without access to the internet. This is the first year that the census can be done on the internet. And we are working with the library system to make it possible for people to participate in the census online there at any library location.

We're communicating with various groups who serve the African American and Spanish speaking communities. We're also reaching out to other vulnerable populations such as those who have recently been released from incarceration, adults in or near poverty and adults in transitory living situations.

Our main partners are the Anderson County Library system, the United Way, Delta Sigma Theta is providing some assistance as part of this effort. There are several other -- all the Anderson school districts are working with us in outreach to homeless students to make sure that they are counted properly. Several other organizations are involved, and I don't want to try to list them this evening for fear of missing somebody.

But if I may, the lady standing to my left is Ms. Zoe Hale, who is with the Community Resource Guide Organization. She's the co-chair of the Complete Count Committee. Her input and efforts have been invaluable in our preparation for the census. Zoe, if you have a couple of words you would like to say.

I do. I'll be brief ZOE HALE: because I've been in the military -- can y'all hear me? I'll try that. There you go. Got a good reflection from it. All right. I spent twenty-seven years in the military and hope to spend twenty-seven seconds educating you on the census for 2020. The only requirement to respond to the census in Anderson County on April 1st is that you're breathing. For the medical people in the audience, assisted breathing is okay. It does not matter if you're a visitor from a different country. If you're say from Japan or Germany or one of our international coalitions, if you're here using the services in Anderson County, you are qualified to take the census. -

There are only nine questions. I've spent more time talking about the census than it will take you to answer the census. Every person who responds in Anderson County brings in eight hundred and nine federal dollars to Anderson County that serve the most vulnerable in our county.

Now that you know everything you need to know, you can respond to the census online, on your phone, you can talk to a person if you have a strange desire to speak to people on the phone about the census. It is really easy. It is online. You can do it in your public libraries. We're negotiating to get you not only attractive I Have Responded to the Census stickers, but free coffee, as well. And if your children are in childcare facilities, in that age range of zero to five, you can get free diapers.

Other than that, I hope you have a great evening.

Other than that, I hope you have a great evening. And when you get your invitation to respond to the census you now know what to do. Nine questions, under fifty-nine seconds, bring in money to South Carolina.

TOMMY DUNN: Thank you.

APPLAUSE

STEVE NEWTON: And Mr. Chairman, if I can add one more point to this. If South Carolina's population is undercounted by as little as four percent statewide, we will lose a congressional seat. Okay? That is — that's what the stakes are here. The head count defines how many representatives we have. So I just, please, ask everybody to respond to the census and participate in this thing that's mentioned in our Constitution and asked of us.

JIMMY DAVIS: Mr. Newton.
STEVE NEWTON: Yes, sir.
JIMMY DAVIS: Is the number of congressional representatives, is that tied to our

electoral votes?

STEVE NEWTON:

Number of electoral votes the state has is a function of how many house seats you have, plus two for the

40 senators.

JIMMY DAVIS:

So everybody sign up. We need electoral votes; don't we?

STEVE NEWTON:

Exactly. Exactly. Seriously, I did run the numbers and in the last census if South Carolina had just been slightly undercounted because people didn't participate, we would have six congressional seats and eight electoral votes

rather than seven and nine.

JIMMY DAVIS:

STEVE NEWTON:

Thank you.

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1
                                   TOMMY DUNN:
                                                                                      Thank you.
       2
                         Moving on to item number 6(c), 2020-002, an
       3
                 ordinance authorizing the execution of a lease
       4
                 purchase agreement in an amount not exceeding 2.2
       5
                 million dollars relating to the leasing and purchasing
       6
                 of software, the execution of necessary documents and
       7
                 closing papers. This will be a public hearing.
       8
                 Anyone wishing to speak to this matter, please step
       9
                 forward and state your name and district and address
     10
                 the chair, please. Anyone at all?
     1.1.
                                  DANIEL MCKEE:
                                                                                      Daniel McKee,
     1.2
                 District 3.
     13
                         I've just got a question about it. What is this
     14
                 software actually for that we're spending 2.2 million
     15
                 dollars?
     16
                                   TOMMY DUNN:
                                                                                       Running the whole
                 county computer system, financing and everything.
     17
     18
                                  DANIEL MCKEE:
                                                                                      All right. Thank
     19
                 you.
     2.0
                                   TOMMY DUNN:
                                                                                      It hasn't been
     21
                 updated in over twenty years.
     22
                                   JOSH SMITH:
                                                                                      My name is Josh
     23
                 Smith and I will speak on behalf. I do work for the
     24
                 city and I can verify, it is way past due, an overhaul
     25
                 of this. So I suggest, please, we're back in the
     26
                 stone ages. Six months anywhere behind on software
                 puts you out-of-date. But being twenty years out puts
     2.7
     28
                 Anderson in the stone ages. So, yes, I'm all for
29
                 this. Thank you.
     30
                                   TOMMY DUNN:
                                                                                       Anyone else?
     31
                 Hearing none the public hearing will be closed. Do we
     32
                 have a motion to move this forward? Motion Ms.
     33
                 Wilson. Do we have a second?
     34
                                  RAY GRAHAM:
                                                                                       Second.
     35
                                  TOMMY DUNN:
                                                                                      Second Mr. Graham.
     36
                 Any discussion? Hearing none, all in favor of the
     37
                 motion show of hands. All opposed like sign. Show.
     38
                 the motion carries unanimously.
     39
                        Moving on now to item number 6(d), 2020-003, an
     40
                 ordinance to amend Section 42-116 of the Anderson
                 County, South Carolina Code of Ordinances so as to
     41
     42
                 amend the definition of maltreatment as that term
     43
                 applies to any animal or pet.
     44
                         This will be a public hearing. Anyone wishing to
     45
                 speak to this matter, please step forward, state your
     46
                 name and district and address the chair, please.
     47
                 Anyone at all?
     48
                                  ELIZABETH FANT:
                                                                                      Elizabeth Fant.
     49
                 District 3. Those of you that know me know that I am
     50
                passionate about taking care of animals and the lack
                   The second secon
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1
        of abuse. The way I understand this is our officers
   2
        are wanting to -- I'm not sure if this is the right
   3
        word -- but kind of step down in the ordinance as to
   4
        what constitutes maltreatment so that if they see
   5
        somebody that is not taking care of a pet, if it's an
   6
        education issue, explaining to them what they should
   7
        be doing, that they can use that as an opportunity to
   8
        change that situation for the pet and not necessarily
   9
        put somebody in the slammer. So from that standpoint
  10
        I think it's okay for this ordinance to get passed.
  11
                 TOMMY DUNN:
                                            Anyone else?
  12
        Seeing and hearing none, the public hearing will be
  13
                 Mr. Graham.
        closed.
  14
                 RAY GRAHAM:
                                            Thank you, Mr.
  15
        Chairman. Basically this is where we can kind of
        update the ordinance and basically allow the sheriff's
  16
  17
        department to kind of have some leeway as far as
  18
        charging the state charge versus county charge. For
  19
        lack of better terms, it gives them the opportunity to
  20
        educate the citizens on some of the laws in the event
  21
        that's what the case needs to be done. They can still
  22
        initiate a fine, but they can keep it local and
  23
        basically educate them at the same point. So really
  24
        it's just kind of updating our laws, is what it's
  25
        doing.
  26
                 TOMMY DUNN:
                                            Thank you, Mr.
  27
                 Anyone else? Do we have a motion -- put that
        Graham.
  28
        in the form of a motion; right, Mr. Graham?
  29
                 RAY GRAHAM:
                                            I do, Mr.
  30
        Chairman.
                   Thank you.
  31
                 TOMMY DUNN: '
                                            Motion by Mr.
  32
                 Do we have a second?
        Graham.
  33
                 JIMMY DAVIS:
                                            Second.
  34
                 TOMMY DUNN:
                                            Second by Ms.
  35
        Wilson.
                 Any discussion? Seeing and hearing none, all
  36
        in favor of the motion show of hands. All opposed
  37
        like sign. Show the motion carries unanimously.
  38
            Moving on to item number 6(e), 2020-004, an
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        ordinance to amend an agreement for the development of
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        the joint county industrial and business park, 2010
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        park, of Anderson and Greenville Counties so as to
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        enlarge the park to include Vermeer Manufacturing,
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        doing business as Vermeer Corporation, Project Yellow.
            Mr. Nelson, if you would just say a few words and
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  45
        then we'll have a public hearing.
  46
                 BURRISS NELSON:
                                            Thank you, sir.
  47
        Mr. Chairman, members of council, Project Yellow is
  48
        actually a Vermeer Manufacturing Company in
        Greenville. They're expanding their operation in
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  50
        Greenville County. As a courtesy to Greenville County
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1
       we're asking to include Project Yellow in the multi-
  2
       county park agreement so that they can avail
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       themselves to additional state incentives that could
  4
       be available to them. And we have a reciprocal
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       agreement with Greenville and they do projects for us
  6
       likewise, the same kind of opportunity for the
  7
       incentives from the state. And Greenville sends its
  8
       thanks for council considering this proposed use of
  9
       the multi-county park agreement.
 10
                 TOMMY DUNN:
                                            We'll go into a
 11
       public hearing now on this issue. Anyone wishing to
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       speak to this matter please step forward, state your
 13
       name, district and address the chair, please. Anyone
 14
       at all? Hearing and seeing none, the public hearing
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       will be closed. Do we have a motion to move this
 16
       forward?
 17
                CINDY WILSON:
                                            So moved.
 18
                 TOMMY DUNN:
                                            Motion Ms. Wilson.
 19
       Do we have a second?
 20
                JIMMY DAVIS:
                                            Second.
 21
                TOMMY DUNN:
                                            Second Mr. Davis.
 22
       Any discussion?
 23
                 CINDY WILSON:
                                            May I, Mr.
 24
       Chairman?
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                TOMMY DUNN:
                                            Ms. Wilson.
 2.6
                 CINDY WILSON:
                                            It seems that
 27
       because we have a wonderful audience tonight and we've
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       studied these measures very carefully for a good
 29
       while, they may not know what this is about.
 30
           Our State Constitution of 1895 is a bit of a
 31
       problem when it comes to economic development. It
 32
       sought to keep out the carpetbaggers and keep
 33
       minorities out of government. So because of that, we
 34
       have the highest industrial tax assessment ratio in
 3.5
       the nation. And these efforts are basically a
 36
       circumvention of our State Constitution allowing the
 37
       local governments to provide incentives and fee-in-
38
    ieu of taxes to allow industries to be able to locate
 39
       here and compete, and of course, our local businesses
 40
       to expand.
 41
           Many of you are probably private business owners
 42
       here and you may want to contact Mr. Burriss Nelson
 43
       and our Economic Development Department. You may be
 44
       qualified to some of these same measures. But that's
 45
      -as short an explanation as I can give you. Thank you.
 46
                TOMMY DUNN:
                                            Thank you, Ms.
 47
                Any more discussion? Hearing none, all in
       Wilson.
       favor of the motion show of hands. Opposed like sign.
 48
 49
       Show the motion carries.
           Show Ms. Floyd has stepped out of the room.
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Moving on now to number 7(a), ordinance second reading, 2020-005, an ordinance authorizing the execution and delivery of a special source revenue credit agreement by and between Anderson County, South Carolina and Project Robo with respect to special source revenue credit to be applied against fee-inlieu of tax payments related to certain investments in the County. Mr. Nelson.

BURRISS NELSON: Thank you, Mr. Chairman, members of council. This is one of our

BURRISS NELSON: Thank you, Mr. Chairman, members of council. This is one of our smaller existing companies bringing a very nice expansion to their operation. They're adding twenty-one jobs with an average pay of thirty-seven dollars and seventy-three cents an hours. That's an annual payroll just for those twenty-five — twenty-one employees of almost 1.5 million dollars. New taxes, property taxes for that project, in year one will add an additional thirty-two thousand in property tax. Over the thirty years projected that project will bring in seven hundred and ninety-nine thousand dollars of additional property tax, plus the opportunity for all those folks to spend lots of money in Anderson County.

First year community impact, 4.1 million; twenty year community impact, nineteen million, almost twenty million dollars in total impact. Over thirty year life of that project it will generate, as I said, almost eight hundred thousand dollars in property tax.

This comes to council with a recommendation from staff and from the Economic Development Advisory Board. Thank you for your consideration.

TOMMY DUNN: Thank you, Mr. Nelson. Do we have a motion to move this forward?

JIMMY DAVIS: So moved.

TOMMY DUNN: Motion Ms. Wilson; second Mr. Davis. Do we have any discussion? Seeing and hearing none, all in favor of the motion show of hands. All opposed like sign. Show the motion carries. Again, let the record show Ms. Floyd stepped out of the room.

We're going to take a quick ten-minute break and we'll convene back here in a few moment.

BREAK

TOMMY DUNN: Council is back in session.

At this time we'll be moving on to item number 7(a), be 2020-005, an ordinance authorizing the execution and delivery of a special source -- we've done done that one; haven't we? We've done that one. Didn't mark it before I left.

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1 We're moving on to item 8(a), first reading. 2 will be a public hearing. This is an ordinance to 3 recommend the rezoning map to rezone plus or minus 4 50.26 acres from R-20 single family residential to R-A 5 residential agricultural at 1061 Asbury Park Road. 6 Dr. Parkey, do you have any comments before we go into 7 public hearing? 8 JEFF PARKEY: Thank you, Mr. Chair. 9 Yes, the request is to rezone at Asbury Park Road, 10 about fifty acres, to change from R-20 single family 11 residential, twenty thousand square foot lot district, 12 to R-A the residential agricultural district for 13 purposes of a riding academy. Staff recommended approval of this request. Planning Commission also 14 15 recommended approval at its February 11th meeting. 16 TOMMY DUNN: Thank you, Dr. Parkey. 17 This will be a public hearing. Anyone wishing to 18 speak to this matter, please step forward and state 19 your name and district and address the chair. Anyone 20 at all, please. Hearing and seeing none, the public 21 hearing will be closed. Do we have a motion to move 22 this forward? 23 CINDY WILSON: So moved. 24 TOMMY DUNN: Motion Ms. Wilson. Do 25 we have a second? 26 BRETT SANDERS: Second. 27 TOMMY DUNN: Second Mr. Sanders. 28 Any discussion? Hearing none, all in favor of the 29 motion show of hands. Opposed like sign. Show the 30 motion carries unanimously. 31 Now moving on to item number 9(a), resolutions, be 32 R2020-007, a resolution by Anderson County Council expressing its support of the Second Amendment rights. 33 34 I'm going to take the floor first. I'm going to let 35 every council member have their say or what not. I'm going to start off. I'm going to make the 36 37 motion clear. I thought we had a -- I'll get into 38 that in a minute. I'm going to make the motion _ 39 tonight to table this. Got no problem with that. 40 let me say this, we have got to -- I thought we had a 41 -- me and Mr. Sanders met this morning with a 42 gentlemen and I thought we had something worked out 43 that we could hang our hats on. And my goal is to 44 make Anderson County to have something another to be 45 proud of and be the first one to set the template 46 around the state. Did y'all know this has come up in 47 four counties so far? Three of them has done

resolutions. The fourth one was Laurens and I think

it was last night or night before last, I don't know

what they voted on, but they voted it down, whatever

they voted on. There's reasons for this.

But my goal and our goal when we met this morning, was to put a committee together with citizens' input. It's not a stall tactic by no means. It was to come back to have first reading no later than the first meeting in April. This, whether you like it or not, this ordinance, so-called ordinance that was presented to council, will not hold up in Court. This won't. It's got to be tweaked and have some changes to it. And we're very willing to do that and make something that will work to get something back.

But first and foremost, I want to make sure everybody -- hearing the comments up here and talking around the room -- nobody on this council that I'm aware of unless somebody can tell me something - otherwise, is trying to take anybody's guns away. Not yet or not tomorrow. Got any proof of that with this council -- now, a new council might do something another, but this council is not going to do it. think I would be safe to say every one of us up here is gun owners. And we have no problem trying to get something another done, but we've got to have something another or we'll get sued on it, that will hold up. Not this -- and I wanted to ask the gentleman to bring the lawyer from Carry South Carolina to be on this committee to have some input. They chose not to do this evidently. But anyway, we've got to have something another that we go to Court, because we'll get sued on this, to protect the citizens of Anderson County from frivolous lawsuits that can hold up. That's where we're coming from.

We're going to work very hard to do this. I've talked to one gentleman in the audience and I hope we can get four or five citizens that's willing to participate in this that's level headed. We can still carry out this what we talked about this morning. It ain't that we ain't going to do something another. We've got to do it and do it in the right way. It's not a stall tactic. This resolution that was going to be voted on tonight is going to be amended to say —to put in writing that it would be an ordinance to be voted on before — on or before the first meeting in April, and have this committee make up how it was going to be.

I know this is a very passionate thing, but we've got to use common sense and things, too, and that's where we're at. I've said my piece. I'm not going to put the motion on the floor to table it because it's non-debatable. I'm going to start down the line now and let Mr. Davis if he's got anything he wants to add

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or say on the thing. JIMMY DAVIS: Thank you, Mr. A few comments. I'm a lifelong resident of Chair. Anderson County. My family has been here almost two hundred years. I own guns, I carry guns, I shoot guns, I'm a member of the NRA, a lifetime member of Belton Gun Club. I love to hunt, fish and be outside. But what I ran on was -- and I believe in the Second Amendment. Don't get me wrong. I ran on being financially conservative. I'm a conservative. Yeah, I ran on the Republican ticket, but I'm a conservative person. And I've heard tactics and people talk about fear. The only two things I fear is losing my little dog and I fear the Lord.

So I'm not afraid of anybody here because we're all good citizens. We're all good and passionate people. I don't believe anybody in here is out for malice or anything tonight. And I'm not fearful of my life. I don't -- I'm glad our officers are here. I'm glad our sheriff deputies are here and Major Vaughan is here. But I'm not afraid of anybody here. But I'm financially conservative.

And through this process that we've been going through, I've spoken many times with our sheriff, and the sheriff has agreed that he will uphold and not use county services to take anybody's guns. And I'm not sure where some conversation got to taking place about — county council can't take your guns. County council is not the enforcement arm of Anderson County. And we don't want to be. We're here as servants of the people. We're here to serve you. And this council is a good council. I may not agree with anybody down this line all the time, but we've done a lot of good in the last year and we'll keep doing a lot of good. We've got a big budget to work on, and we want to be financially conservative with your tax dollars and our tax dollars. We pay taxes, too.

But back to this ordinance, I want to see something that -- no pun intended -- is bullet proof. Okay? I want to see something that we put out there that says what our intentions are, what we believe in, and can't be challenged. If we put something out there that's going to be challenged we're going to be where Anderson County was in the past and we're going to be paying a lot of legal fees, and guess who pays the legal fees? Us. We don't want to do that. We want to do it -- my granddaddy, he had a good saying and I've sure all of you have heard it, if you're going to do it do it right the first time. Saves money, saves time, saves blood, sweat and tears. We

want to do this thing the right way the first time. And I'm dedicated to that. And I know my fellow council people are, too. But I am dedicated to that. And I want to put our best effort forward.

Some of you talked about, hey, let's bring Anderson County back to the greatness it once was with it being the Electric City. We're making great strides. We've bringing the software package which is really archaic up to speed. So we're moving the county in the right direction. And we can do it along the same lines by protecting the Second Amendment rights.

We need to make sure we're doing it the right way. We don't need to backtrack. Once we put something out there, I don't want to waste time and energy and money backtracking on something that doesn't exactly hold water. I want to make sure that the attorney general is in agreement with it. He's a Second rights activist, and I want to make sure that whatever we put out there is rock solid. Okay? And that's where I'm at on it.

I'm glad we're tabling this tonight. I want to have good discussions with the community, with the council and we come up with something -- you know, Anderson County could be the first one to do it. If that's what we want to do, we can be the first one to do it, but by God, we'd better do it right. Because all these other counties around here aren't exactly jumping on board. Spartanburg didn't; Laurens didn't. Everybody else is doing a resolution. That's where we were going. And the state has go the bill. The state's got some stuff working with representative Brian White. He's working hard on this. Let's support him and his efforts down there.

But if we're going to do it, we need to do it right the first time out of the gate. Thank you, Mr. Chair.

TOMMY DUNN:

Thank you.

Mr. Sanders.

BRETT SANDERS: Councilman Davis did an excellent job summarizing the way I feel. I said Councilman Davis did a great job pretty much explaining the exact way I feel.

Again, Anderson County can be the first county that does this. And like he said, we need to do it right. We want to be an example for other people. I know I hear stall tactics. It's not that. The ordinance that we had, our county attorney looked over it. It doesn't need much tweaking. We can sit down together, work this out, get this thing passed.

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I would like to say I heard things about Mr. Harmon, our county attorney here. Mr. Harmon's son is a fighter pilot. He has another son on a mission in the Pacific that I don't know when the last time he talked to him. But he's one of the patriotic supporters that I'm hearing negative things about. And I just wanted to speak up on his behalf because his job is the law. And the law is either right or There's no gray area in there. And if there's an area that needs to be looked at or could cost us as citizens and taxpayers money, that's what he's there to do; is to protect us. So I would just like, again, to thank Mr. Harmon on what he worked on. I want everyone out here to know that I am a supporter of our Second Amendment rights. I'm going to fight with you and for you.

But as Councilman Davis said, it's got to be done right and there's a process. And I think I told someone earlier, it's like baking a cake; you don't start with the icing. We've got to get down and get the ingredients in there and then we can put the icing on top and we can come out and be one of the first.

I heard other things about council members; Chairman Dunn, a reg flag supporter. That's the furthest thing -- I can't believe it was even said. And I just wanted to speak on his behalf. Every one up here, most of the people that I've talked to and dealt with are in support. We've just go to do things, as Councilman Davis said, we've got to do it the right way; work together.

As Chairman Dunn said, I thought we had something worked out this morning that was supposed to have been shared with each and every one of you to where you knew we had the plan, we had the action, but again, I think that deal has changed or they may want to go a different direction.

But as the council member for District 4, we're going to work this out and we're going to get it put through. And I appreciate every one of you for being out here. I'd like, once this is through, get compassion on some other issues. Let's make some changes together. I appreciate you. Thank you.

TOMMY DUNN:

GRACIE FLOYD:

Was blind sided. I didn't get a phone call about any of this. I asked -- is his name Mr. Jones? Yeah, there he is in the back. I asked him, why didn't you call me? Why didn't you talk to me about this? Why didn't you tell me what was going on? Nobody called me. Nobody called.

I walked in here -- well, first I heard rumors, something about me, and here I am minding my own business, trying to work in District 2, and all of this comes up. For no reason at all. Nobody said one word to me about it.

I've been busy working with housing in District 2. Folks in my district need housing. They have nowhere to live. There's a lot of homeless people down there. I have seventy-seven houses in one district that needs to be torn down. The next highest is, I think it's twenty-six. But in my district, District 2, seventy-seven. I have flooding. People couldn't even go to their house, inside their house that day we had all that rain. I went down there. They were trying to get boats to get people out of their house. There was a lady in there who could not walk and they was taking boats to her house. That's what I was thinking on.

I've been trying to pass out the voting registration form to make sure many people that could to get out and vote. That's what I've been doing. I've been busy. But not too busy to talk to somebody on the telephone to say, hey, how do you feel?

Now, I'm a Second Amendment person. I've got three firearms. One I had to give up. But I have three firearms. I'm a carrier. I protect myself. My boys protect themselves. So to be labeled as I was for whatever today — today I have been given four reasons or explanations what this was all about. And every — and all four were different. Four. When I was trying to figure out, well, what's the problem? Who's taking my guns from me? Who's coming to do this for me? I'm not giving up my guns. And I asked this person what is this about? They told me one thing was wrong. I even called Personnel and I said, can you tell me what this is about? Didn't — I don't think he had a clue. Okay. Phone calls. Nobody could tell me what this was about.

The man that came closest tonight is not here any more. When he spoke, ah, that's what they're upset about. And all you had to do was call me. I'm in the phone book.

But before -- as we go along on this road, let's talk. Let's talk to each other. I didn't know y'all were having a meeting until this morning. Uh-huh (affirmative). I didn't even know about the meeting this morning.

But I have Second Amendment. I have a gun. I've even got one of them pump things. I don't know much about guns. And I have a -- what is it? Okay. I've got a three something Magnum. But I passed every test

that I had to take to get them, but I've got them. If you don't believe me show up at three o'clock this morning with potato chips. Okay?

I'm not your enemy. I'm not your enemy. So don't make me into your enemy. All right. Work with us. Thank you.

TOMMY DUNN:

Thank you.

Mr. Graham.

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RAY GRAHAM: Thank you, Mr. Chairman. I'll try to be brief. But you know, there's so much to talk about here.

And first and foremost, I want to commend every one of the citizens that took the time and effort to speak tonight. I am a supporter of the Second Amendment. My good friend, Gary Bolden (phonics) back here, we had many a talks concerning weapons. I didn't see you until a little bit ago, Gary. Good to see you tonight. But you know, I'm a firm supporter in it.

Someone made a comment earlier tonight while they were talking and they referred to council members as servants. And you hit it right on the head. That's exactly what this position is. In fact, I've been a servant -- I'll be fifty years old this year and I've been a servant for thirty-five. I started out in the Junior Rescue Squad, later on got into the fire department, got into law enforcement. When I got out of law enforcement, I got on county council. I've been serving the community my entire life. And proud to do so. And I can assure you, it is not for the money. You know, the taxes that we pay, we pay, us, you guys, I pay more in taxes, in property taxes each year than what I make on county council. And that's a fact. But I'm proud to support this county. proud to support the Second Amendment.

When this started coming up, I sent an email and notified Mr. Burns and also Mr. Harmon my thought process on this. Sent a proposal -- or sent kind of what the recommendation was as far as coming forth with an ordinance to present to full council for reading.

Now, one thing about it, there's been multiple comments on this. I do realize that we can either do it and present an ordinance and have lawsuits and have all kind of other I guess flack from it, or we can do it right and we can set precedence and be the leader in the state on showing our support for the Second Amendment.

Now, with that being said, I realize that we have to go forth and move forward in getting something

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4<u>9</u> done. Multiple times we have presented ordinances in council on the first reading as in name only. And basically that's just a way of going ahead and getting the process started and moving forward and basically finishing up the details as we go. And naturally on the second and third reading we have something in place. Something hard there that's in place that meets the guidelines of whoever was the individual that wanted it brought up. And as the times goes, we've got the support of either full council or at least four of us. Do your math up here. There's seven. We've got to have four to pass something.

Now, when you don't have those three voted, it doesn't mean that they don't support Anderson County. It just means that they don't necessarily support that actual item that's being presented. And there's been many a times that I've voted against these other six members. And it's not because I don't support each and every one of them. It's because my beliefs or the knowledge that I have on that particular topic, I just felt like I needed to take a stand in a different direction.

That goes back to our rights, guys. Each and every individual's rights. We're put in a position to represent. I represent District 3; okay? The ones that don't know, that's the Starr, Iva, Belton area. Growed up in Belton. Live in Starr now. Got a business down in Iva. Very active in my community.

With all this being said, I'm not a bit happy where we're at tonight on this. Do I understand why our attorney, our administrator, did not recommend moving forward with this actual ordinance? Absolutely. I understand that we've got some fine tuning to do on that. Should we have went back and changed it to a resolution? I don't know. I've got some questions on that. I think we probably created more of a mess than we fixed one. I think there was good intentions there. But I think we created more of a mess than what we was trying to fix. Because reality -- anyone that knows a resolution is not worth the paper it's written on. It is nothing more than opinion of the body, which is the county council in this case. So it's nothing more than saying that this is our opinion, we support the Second Amendment. Guys, y'all can say that. It's nothing more than a statement. So we truly have not fixed the problem.

The problem we've got across this nation is people are fighting to take away the Second Amendment rights. Plain and simple. We can sugar coat it. We can call it red flag. We can call it all these different

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topics, all these different bills that's trying to be passed. At the end of the day that's what they're trying to do. And I'm sorry, I was raised to protect those rights. And I continue to do so this day.

One thing that I really -- and I'm going to piggyback off of Ms. Floyd. She made a statement that she didn't get no phone calls. Guys, I've been very involved in this. Very involved in it. And I've only received a handful of calls. But yet every day I hear criticism of the people that you elected to serve you -- notice I said serve you -- I hear criticism of them not supporting you; them not supporting your rights.

I know for a fact, because I've had the communication because, guys, the way it works I know I've got to have four people supporting this. Three others, counting myself, to move forward. It would be foolish for me to present something not having that support. It would be unfair to you guys for me to present something before I gained that support and understanding of what I'm presenting. But yet the criticism is there that the council does not support the Second Amendment.

Guys, I'm not going to sit up here and defend any of them. But I've spoken to multiple council members that I know for a fact supports the Second Amendment. But guess what, they don't represent me. They represent their districts, which I'm sure is represented here tonight. All you guys are not from District 3. I'm sure we've got a cast from all seven districts.

Reach out to your council members. Be professional about it. Stress your concerns. And let's come to a conclusion on how we can fix this. It's not a matter of Anderson County being the first county to create an ordinance supporting the Second Amendment. The matter is we are the first county to submit an ordinance and pass it that sets precedence across this state of South Carolina. We've got to do it and we've got to do it right.

Guys, I rely on this gentleman right here. He's the county attorney. We don't all have individual attorneys. We have a county attorney that recommends the dos and don'ts. He don't recommend what we support. He recommends what the law will allow us to do. He is very unbiased on that. But we've got to move forward. This going back and forth is not creating anything but a fiasco in our county.

The best thing about tonight is seeing the crowd that we have tonight to a council meeting. And I mean it's great it's for this cause. I just wish I had

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seen this crowd every meeting. Because normally it's just a handful. And guys, we cover so many important topics each and every meeting that truly affects you every day of your life; whether it's financially, whether it's benefits or opportunities for your families, for your children, for your grandchildren, for you; every bit of it, guys. It's decided right here in this room through these servants that's here to serve you.

I'm sorry. I'm just trying to make sure -- I'm looking over my notes to make sure I cover everything. In a nutshell, I do support the Second Amendment. There was a meeting this morning. I was notified after the meeting that it was basically I guess an unofficial agreement on how we can move forward with a committee and basically -- you cannot meet with a group like this and come up with a presentation. Guys, it doesn't work. It does not work. But it was my understanding we was going to basically allow the group to choose I think four people that's going to be two council members, the county attorney and was it the county administrator?

TOMMY DUNN:

Sheriff.

RAY GRAHAM: The sheriff. Someone from the sheriff's department was going to be on that committee to bring back a recommendation. I don't know where we stand tonight because I'll be honest, I don't support the resolution because I think it's basically kind of watered down and it's not going to serve our purpose. But in that we was going to put forth an amendment to form the committee. So I'm a little concerned with tabling this because if we table it are we still going to do the committee? Are we going to go back and leave this room tonight that all you have took your time to come up here, are we going to leave the room tonight with not one God durn thing solved? You know, everything is still in limbo. Everybody is going to go back out there and get on Facebook world and start bashing everybody. It's not going to solve one thing. I encourage you to run for my seat. And that's not my -- that is definitely not me being arrogant. That's me encouraging you to get involved in your community to serve. Okay? That's what it's about.

APPLAUSE

RAY GRAHAM: At the end of the day when we leave tonight we need to have some type of plan in place. And I hope somehow we can do that. Because there's guidelines. If we table this, it kind of ties our hands on that. So we need to think about

what our next move is.

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Again, I truly appreciate all y'all's comments tonight. My number is readily available. I own Cam's café in Iva. You can call down there, they'll give you my cell phone. Or you can look it up. I'm telling you, my number is readily available to anybody. I encourage you to call me. But don't tell somebody my opinion if it's not the opinion I gave you. That's all I ask. Be fair to me on that and I promise you, I'll continue to serve you.

Thank you, Mr. Chairman.

TOMMY DUNN:

Ms. Wilson.

CINDY WILSON: Thank you, Mr.
Chairman. And thank you all for coming tonight. When
Mr. Jones called me about three or four weeks ago, I
told him that I doubted there would be a single person
up here who would be opposed to the Second Amendment.
But language on a written resolution or ordinance
might be something that we had to (end of audio 2.1).
And I cannot really improve on what my fellow council
members have said tonight. I did get a phone call
right before lunch from our Chairman Dunn that there
had been a meeting earlier today that involved trying
to set up a program to get a proper ordinance. The
language was indeed an issue here.

I hope you will all come back again and again. You can't have representation if we don't hear from you. And we do covet your prayers and your input. In fact, I hope you'll wait till the end of the meeting to leave because there's some more important stuff for us to cover.

I don't -- I bet none of you knew that our county came out of the great recession, which is probably the biggest depression of our lifetimes, top ten in the nation for economic development. And that was with having the most corrupt local government in our history that had just been voted out and new council put in place. There was even a debt service payment of half a million dollars that we didn't even know we had. There were millions of dollars in obligations that nobody knew. This is the most transparent, responsive county council that we know of.

Our county sheriff had done more in his short tenure than any of our prior sheriffs, in my knowledge. So I think that it speaks well to the transparency and the teamwork of this county at every level. And I hope you will all come back and participate. Many of us have town hall meetings around our districts and you would be so welcome. And you know you're welcome to call me or any of our

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        fellow council members any time you have a question.
   2
        And I hope you'll do that. And I hope I'll see you
   3
        back at the next meeting.
                                    Thank you.
   4
                  TOMMY DUNN:
                                       Thank you, Ms. Wilson.
   5
            At this time I'd like to say one last thing before
        I put a motion on the floor. I'd like to echo what
   6
   7
        Mr. Sanders said. I don't mind -- I'm a big boy. I
   8
        can take the insults people enjoy doing on social
   9
                I got in politics. That's expected. Mr.
10
        Harmon don't deserve that. I can tell you first hand
  11
        he's a good, conservative republican and he's doing
        what's right for the law. So to try to bully him --
  12
  13
        I'm not going to be bullied. But to try to bully Mr.
  14
        Harmon and going into name-calling, there's no place
  15
        for that. I hope we've learned a lesson and we're
  16
        better than that. We might disagree on some things,
  17
        but let's be civil.
  18
            Now, my motion is to table the resolution tonight
  19
        and to come back no later than the first meeting in
  20
        April with an ordinance. I put that in the form of a
  21
        motion.
  22
                  CINDY WILSON:
                                        Second.
  23
                  TOMMY DUNN:
                                        Second Ms. Wilson.
                                                            A11
 _ 24
        in favor of the motion show of hands.
  25
                 RAY GRAHAM:
                                       Mr. Chairman?
  26
                 TOMMY DUNN:
                                       What?
  27
                 RAY GRAHAM:
                                        (Inaudible.)
  28
                 TOMMY DUNN:
                                       My motion is to table
  29
        this resolution tonight and to come back no later than
  30
        the first meeting in April. I said no later. We've
  31
        got to have time to work something out. If we can get
  32
        it done the first of March -- I mean the next meeting,
  33
        we will. But I don't want to tell you that we're
  34
        going to do this in the first meeting -- do it by the
  35
        second meeting in March and not be able to do it.
  36
        Then we'll be accused as a bunch of liars. I'm trying
  37.
        to give us a little time to work with. Okay? Now to
        come back with an ordinance by the second week -- I'm
  38
  39
        sorry -- by the first meeting in April. That is a
  40
        motion to table, non-debatable, no discussion. That's
  41
        Robert's Rules of Order. Do I have a second? Second
  42
        Mr. Sanders.
  43
                 RAY GRAHAM:
                                        (Inaudible) amended at
  44
        all?
  45
                 TOMMY DUNN:
                                     Not that. It's not an
  46
        amendable motion. All in favor of the motion show of
  47.
       hands. All opposed. Show the motion carries with Mr.
        Davis, Mr. Sanders, Ms. Floyd, Mr. Dunn, Ms. Wilson in
  49
        favor. Mr. Graham opposes.
  50
                                       Mr. Graham, would you
                 CINDY WILSON:
```

```
ask for a personal privilege to explain?
 1
 2
               RAY GRAHAM:
                                     Yes.
 3
               TOMMY DUNN:
                                     Go ahead.
                                     And this is some
 4
               RAY GRAHAM:
 5
      unchartered waters.so I'm actually asking what do we
      need to do to make this happen? I understand we
 6
      cannot bring forth in name only the ordinance with the
 7
 8
      agenda. And I'm explaining this to the citizens
 9
      because I'm not sure if you guys know. We cannot add
10
      that to the agenda tonight.
11
               TOMMY DUNN:
                                     Right.
12
                                     It's just part of our
               RAY GRAHAM:
      rules is we have to give a twenty-four hour notice.
13
      Can I make a recommendation that this is placed on the
14
15
      agenda of the next meeting that we have in name only
      and we still go forth with the committee that Chairman
16
17
      Dunn and Vice Chairman Sanders had kind of discussed
18
      this morning with the meeting of the group?
19
                                     I have every intention
               TOMMY DUNN:
20
      of putting a committee together; two council members,
21
      the sheriff, citizens, to get this done.
               RAY GRAHAM:
22
                                     Okay. So is it going
23
     to be on the agenda next meeting?
24
               TOMMY DUNN: That's up to y'all.
25
      I'm telling you I'd rather have something somebody can
      look at because when you do something in title only on
26
27
      something like this, to me that can be just like a
      resolution, got no teeth in it. This way they can see
28
      it. And if we can get it done by the next meeting,
29 ..
      you know, it'll be on there. But by no later than the
30
31
      second meeting -- I'm sorry -- the first meeting in
32
             This gives us a little bit of time in case we
      April.
33
             We've got to get people together and sit down
34
      and -- this ain't going to be done, I don't think, in
35
      one meeting. It's going to take several meetings to
      get stuff worked out and get agreed on. But it will
36
37
      happen.
               RAY GRAHAM:
                                     Mr. Chairman?
38
39
               TOMMY DUNN:
                                     Yes, sir.
40
               RAY GRAHAM:
                                     With all due respect,
41
      and I understand that, but we've also done on
42
      important topics before in name only and originally
43
      this was brought forth by a council member, which was
      myself and also Councilman Wooten, as an ordinance.
44
45
      got the notification last week that it was changed to
46
      a resolution. And again, with all due respect, I
      understand why. But the citizens -- I mean I don't.
47
48
      want to rush this, but I do want to show that we're
49
      doing what we're supposed to do.
50
               TOMMY DUNN:
                                     You ain't got to make
```

```
1
      no motion or nothing. As a councilman it's your God-
 2
      given right to put it on the agenda next meeting in
 3
                  That's up to you.
      title only.
 4
                                     Well, yes, sir, I did
               RAY GRAHAM:
 5
      on the resolution in the past ---
 6
               TOMMY DUNN:
                                     Any councilman can do
 7
      that.
 8
               RAY GRAHAM:
                                     I know.
                                              And I did on
 9
      the ordinance in the past and it was changed to a
10
      resolution the day before the agenda. So I guess what
11
      I'm saying is I want to make sure that we are moving
12
      forward and working diligently not to pass an
13
      ordinance, but to pass an ordinance that's going to
14
      protect the county and its citizens. It's a very thin
15
      line there, but we want to make sure we do it the
16
      right way.
17
                             APPLAUSE
18
               TOMMY DUNN:
                                     I think my -- I think
19
      our motion is pretty -- we're going to do something
20
      another. But like I said, next council meeting you've
21
      got every right to do something if you want to put it
22
      on there.
23
               BRETT SANDERS:
                                     Mr. Chairman?
24
               TOMMY DUNN:
                                     Yes, sir, Mr. Sanders.
               BRETT SANDERS: I would like to -- I'm
25
26
      speaking into it. I understand where Mr. Graham is
27
      coming from. And if he wants to put it on the agenda
      I will support that. I'm not -- I understand what we
28
29
      have. I know that he and -- I hate that ---
30
               TOMMY DUNN:
                                    Mr. Wooten?
31
               BRETT SANDERS:
                                     --- is not here today.
      But I know they've worked hard on it, and I think with
32
33
      the effort that they put in, if they could get
34
      something worked out, I'd be more than happy to try
35
      and help and support Mr. Graham and you, as well, in
36
      this motion.
37
               TOMMY DUNN:
                                     Appreciate it.
38
          Moving on, item number 10, Public Safety.
39
       You putting that in a motion?
40
               RAY GRAHAM:
                           . .
                                    I thought we were
41
      voting on your ---
42
               TOMMY DUNN:
                                     I thought we voted on
43
           Yeah, we've done voted on it. Didn't we vote on
      it.
44
      it?
45
               JIMMY DAVIS:
                                     We voted on tabling and
46
47
               TOMMY DUNN:
                                     Yeah, we voted on
48
      tabling it in my motion.
                                We voted on that.
49
               CINDY WILSON:
                                     We voted to table and
```

then Mr. Graham had a point of personal privilege

```
1
       requesting ---
 2
                TOMMY DUNN:
                                      He just discussed it.
 3
       He's out the ---
 4
                CINDY WILSON:
                                      --- to put it on the
 5
       next agenda.
 6
                                      We voted on that.
                TOMMY DUNN:
 7
                JIMMY DAVIS:
                                      We did.
 8
                TOMMY DUNN:
                                      Moving on now to item
 9
       number 10, Public Safety Update on Dispatch. Mr.
10
       Graham.
11
                MALE:
                                      (Inaudible.)
12
                TOMMY DUNN:
                                      No, sir. No, no.
13
       It's going to be on the next thing. He's got a right
       to put it on there, sir. This is over. We're moving
14
15
       on.
16
                MALE:
                                      (Inaudible.)
17
                TOMMY DUNN:
                                      No, sir. This is a
18
       council meeting. We'll be here after the meeting and
19
       be glad to talk -- fellow, sit down.
20
                                      Don't tell me to sit
                MALE:
21
       down.
22
                TOMMY DUNN:
                                      Where's security at?
23
                RAY GRAHAM:
                                      Thank you, Mr.
24
       Chairman.
25
                TOMMY DUNN:
                                      Moving on to Public
26
       Safety ---
27
                                      (Inaudible.)
                MALE:
28
                                      No, sir, you're not a
                TOMMY DUNN:
       member of this body. We've tried to get through this
29
30
       thing. Like I said, any of us will be here after this
31
      meeting is over to talk about it. We've got to move
32
       on with the people's business.
33
                MALE:
                                      (Inaudible.)
34
                TOMMY DUNN:
                                      Yes, sir. Yes, you
35
             This is it. Moving on.
36
                RAY GRAHAM:
                                      Mr. Chairman, as far as
37
       Public Safety Update on Dispatch -- Ms. Becky, I'm not
- 38
       sure if council will have any questions for you guys,
39
       but if y'all want to step on up just in case.
40
           This does not come forth in the form of a
41
       recommendation from Public Safety. We did discuss
42
       this. We did not vote on it. And we've talked since
       then and we just feel like we need to bring it before
43
44
       full council. More so of an update and seeking the
45
       support of full council on what dispatch is doing.
46
           As far as -- we have had major, major issues with
       the EMD cards, which is basically the cards that's
47
48
       utilized when an EMS call comes in, it basically helps
49
       the dispatcher determine what the need is, you know,
50
       what true service is that individual needing at the
```

time. Is it an emergency where they've got to run lights and sirens? Is it something that we can put as, you know, no lights and sirens and just mainly just come out more of a welfare check, well-being check, stumped toe, something along that lines or is it something more critical as far as heart attack that could cause death or something along that lines.

With that being said, Becky -- excuse me, I apologize -- Ms. Carter and her staff has worked diligently on basically determining what is the next step? Fortunately for Anderson County, they have had experience working in the two options that we have working with those individuals.

After checking pricing and looking at different options as far as what would truly serve the needs of Anderson County the most, they basically came back with a recommendation of AVCO basically in a sense rewriting the cards to help identify and label the true emergencies versus the more of the stumped toe or what type of priority the actual call is. In doing so, we can do that system for about forty-eight --forty-six, forty-eight thousand, I think, versus the other system which would be an upgrade of two hundred and something thousand dollars.

Another difference on it, the other system they actually have to come in and train each and every time we get a new employee. This system that we're working on here, our staff can do the annual updates and also train the new employees. So basically with the knowledge and the abilities that they already have in place, they're going to save the county a fortune and we're going to get the same bang for the buck where basically it's really less than a fourth of the cost of the other option.

With that being said, I mean they're definitely here to answer any questions. I know the Public Safety Committee is familiar with this because we have had multiple talks on it. And I don't want to say it's part of the reason our EMS system is failing, but it's definitely causing a tremendous taxation on the system of us basically running out of ambulances because that ambulance is really going out to transport someone that's, you know, had a head cold for two weeks and all of a sudden wants to go to the hospital tonight versus that same ambulance going and answering that call for the heart attack patient that needs to be at the hospital ten minutes. So basically it's going to reduce the taxation on the system and hopefully allow our contractors and our providers to provide better service to our citizens.

```
Again, I bring this forth in the form of a motion.
 2
      Mr. Chairman, we will need a second because, again, we
 3
      did not vote to bring forth this.
 4
               CINDY WILSON:
                                     Can you repeat that?
 5
               TOMMY DUNN:
                                     We have a motion from
 6
 7
               CINDY WILSON:
                                    Can you repeat your
 8
      motion, please?
 9
               RAY GRAHAM:
                                     Basically the motion is
10
      that we move forward with basically the upgrading of
11
      AVCO. It's going to cost forty something thousand
12
      dollars. The money is actually in their budget. We
13
      knew we were going to have to do this. We just really
14
      didn't know what route. The purpose of this tonight
15
      is really to show the support for our staff and
16
      dispatch that literally is normally on the back burner
17
      and don't get the recognition that they so well
18
      deserve. It's basically showing that we support them
19
      on the decision they're making and moving forward in
20
      improving our system.
21
               CINDY WILSON:
                                     Thank you.
22
               TOMMY DUNN:
                                     Motion Mr. Graham.
                                                         And
23
      I think Mr. Davis seconded it?
24
               JIMMY DAVIS:
                                     Yes, sir.
25
               TOMMY DUNN:
                                     Any discussion?
26
               JIMMY DAVIS:
                                     Mr. Chair?
               TOMMY DUNN:
27
                                     Yes, sir, Mr. Davis.
28
               JIMMY DAVIS:
                                     I just want to make a
29
      quick note and I thank all of you for all that you do.
30
      (Inaudible). I can't imagine the daily ins and outs
31
      of what you do and we appreciate it, this council.
32
      This effort you're putting forth is great. And
33
      there's a lot of hidden savings in there. I can tell
34 -
      you without a shadow of a doubt probably in excess of
35
      (inaudible) dollars. I'm just applauding the work of
      everyone here. And I thank you for all that you do,
36
37
      the whole team. I look forward (inaudible).
      you, Mr. Chair.
38
39
               TOMMY DUNN:
                                     Thank you, Mr. Davis.
40
          Anyone else? I, too, want to echo and appreciate
41
      the job everybody has done in working on this. I
42
      think it's going to make the dispatcher job a little
43
      bit more easier and make it better for our citizens of
44
      Anderson County. We appreciate what all y'all do out
45
      there.
46
          All in favor of the motion show of hands. Opposed
47
      like sign. Show the motion carries unanimously.
48
          Again, thank y'all.
49
               RAY GRAHAM:
                                     Thank you, Mr.
50
      Chairman.
```

50

TOMMY DUNN: Thank you. 2 Moving on now to item number 11, report from the 3 -- I'm sorry -- report from the Planning and Public 4 Works meeting held Wednesday, February 19, Chairman 5 Wilson. Ms. Wilson. 6 CINDY WILSON: Thank you, Mr. 7 Chairman. Our committee provided a review and updates 8 and discussion of several issues with no votes taken. 9 The first item was the current state of recycling 10 volumes, pricing and changes in the handling of 11 recyclables. There is no market for co-mingle. 12 county has to either separate or dispose. Starting in 13 2016-17, China quit accepting dirty and co-mingled 14 recyclables. Mr. Smith, our Solid Waste Director, 15 informed us that metal and plastic prices had improved 16 slightly and paper was down, reminding us that the 17 most important part of recycling in our county is that 18 what is recycled does not have to be disposed of in 19 the landfill at twenty-three dollars and ninety cents 2.0 per ton. And I'm requesting our council members to 21 please review the recycling revenue handout that we 22 received recently for greater detail. 23 The next issue was that of the Anderson Regional 24 Landfill and South Carolina DHEC have requested 25 another hundred thousand tons of added capacity to the 26 fifty thousand tons that the county had already 2.7 approved. This will require a public hearing, which 28 since our discussion, has been set for 31 March at 29 Cedar Grove Elementary School in the Cheddar Community 30 at 6:30 p.m. to be conducted by South Carolina DHEC 31 and will include a South Carolina DHEC presentation of 32 their oversight of the Kinder-Morgan spill. That was 33 half a million gallons, by the way, of fuel that 34 spilled. It was noted that the host fee paid to the 35 county by the Anderson Regional Landfill has 36 increased. However, more volume of trash going to the 37 landfill bringing more host fee results in a shorter 38 life span for the landfill. Anderson Regional 39 Landfill representatives have indicated that they are 40 seeking to purchase more land to expand their 41 footprint in the community. 42 TOMMY DUNN: I'm sorry. Hold on. 43 Go ahead, Ms. Wilson. 44 CINDY WILSON: Thank you. Complaints 45 regarding the powerful methane gas stench in the 46 community and all the way into Williamston have 47 continued unabated. The Anderson Regional Landfill is 48 trying to replace lines and add eight more wells, but

the bad weather has stopped their work.

Next we were informed that any moratorium on large

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50

scale projects would have to be oriented toward general health and welfare for the public. There have been thousands of new home sites developed in northern Anderson County in the last few years, exacerbating the county's problems in keeping up with road improvements required by the tremendous increase in traffic. More developments are in the planning stages School District 1 representatives were in attendance and pointed out that they have in place a hundred and nine million dollar bond to build and improve facilities that will accommodate growth in their district at one to two percent per year for the next ten years, but not for the deluge of hundreds more homes and more children. Our volunteer fire departments are absolutely stretched thin. services are experiencing difficulty negotiating extra traffic and requiring more personnel, equipment and trucks. And you just heard from our dispatch, they're overwhelmed with additional calls, too, right now. Even the ReWa, which now is in charge of providing sewer to that part of the county will have to expand also.

Our state mandated Planning Commission is performing very well in their function of lawfully taking into consideration these and other elements and determining to recommend approval for the development proposals coming before them.

Our committee next examined the capital improvements and capital maintenance planning list for which the Planning Commission has already conducted a public hearing and forwarded on to our county council. The capital improvement planning CIP process is a strategic long range planning and financial tool. Each year the Planning Department requests all county departments to identify capital improvement projects of ten thousand dollars or more. The Planning. Department compiles the information and forwards to the Planning Commission, County Council, the Administrator and Finance. The CIP process is beneficial to our county departments in several ways. It helps departments foresee large expenditures, allowing time to better manage their workloads and planning time tables for large projects.

Finally the CIP can enable coordination of projects among departments so as to avoid piecemeal improvements and duplication of expenses. Overall the CIP process can help the county departments maintain their continuity to service to the greatest benefit of our citizens and into the future.

Also included here as part of the overall CIP is

```
the capital maintenance plan, CMP, which focuses on
 2
      the maintenance and replacement of current assets so
 3
      these needs can be addressed in a timely and
 4
      coordinated manner.
 5
          This is also a state mandated requirement and must
 6
      be incorporated into our annual budget. Our committee
 7
      had many questions for which there will be answers
 8
      provided and further discussions at the next scheduled
 9
      Planning and Public Works Committee meeting on 9 March
      at 1:30. And y'all are all invited to come.
10
11
          At that meeting our Waste Water Division Director
12
      will be providing plans and updates that are also part
13
      of the CIP.
          Do my fellow council members have any additions to
14
15
      this report?
               GRACIE FLOYD:
                                 Mr. Chairman?
16
17
               TOMMY DUNN:
                                     Yes, ma'am.
               GRACIE FLOYD:
                                     I don't have an
18
      addition, but I would like to have the minutes.
19
20
               CINDY WILSON:
                                    The minutes are being
21
      written now and they will be approved at the meeting
      on the 9th. And they'll be incorporated.
22
23
          Thank you, Mr. Chairman, and all who participated.
24
      Thank you.
25
               TOMMY DUNN:
                                     Thank you, Chairman
26
      Wilson. Appreciate the report.
27
          Moving on -- number 12 has been pulled; that's
28
      executive session for legal matters. That's not ready
29
      to move forward.
30
          Does anyone have any appointments I don't know
31
      about?
          Hearing none, we'll go on to requests by council
32
33
      members. Mr. Davis.
34
               JIMMY DAVIS:
                                     Thank you, Mr. Chair.
35
      I just have one. From the District 6 recreation
36
      account, I'd like to appropriate three hundred and
37
      fifty dollars to Shalom House Ministries,
38
      Incorporated. I make that in the form of a motion.
               TOMMY DUNN:
                                     We have a motion Mr.
39
40
      Davis.
              Do we have a second.
41
               CINDY WILSON:
                                     Second.
42
               TOMMY DUNN:
                                     Second Ms. Wilson. Any
43
      discussion? All in favor of the motion show of hands.
44
      Opposed like sign. Show the motion carries
      unanimously. Anything else, Mr. Davis?
45
                                               Thank you.
46
               JIMMY DAVIS:
                                     No, sir.
47
               TOMMY DUNN:
                                    Mr. Sanders?
48
               BRETT SANDERS:
                                    Yes, sir, I have two.
49
      I would like to distribute funds from my rec account
      in the amount of five hundred to VMD Scholarship
50
```

```
1
      Fund/Crappie USA. Also, Shalom House Ministries, five
 2
      hundred, as well, sir.
 3
               TOMMY DUNN:
                                     We have a motion by Mr.
 4
      Sanders. Do we have a second.
 5
               CINDY WILSON:
                                     Second.
 6
               TOMMY DUNN:
                                     Second Ms. Wilson. Any
 7
      discussion? All in favor of the motion show of hands.
 8
      Opposed like sign. Show the motion carries
 9
      unanimously. Anything else, Mr. Sanders?
10
               BRETT SANDERS:
                                     No, sir.
11
                                     Ms. Floyd, you ready or
               TOMMY DUNN:
12
      do you want me to move on?
13
               GRACIE FLOYD:
                                    No, I'm ready. I'm
14
              But I didn't get anything from the Shalom
      ready.
15
              Is that apart of the VMD Scholarship Fund?
      House.
16
               TOMMY DUNN:
                                     No, ma'am, that's
17
      something that just come up, an emergency, but they
18
      got all their paperwork, so they asked to get their
19
20
               GRACIE FLOYD:
                                      I'm looking for the
21
      Shalom thing, but I didn't ---
                                     That's what I'm talking
22
               TOMMY DUNN:
23
              I think it was on our desk tonight. I had it
      about.
24
      here somewhere another. They had an emergency come up
25
      with sewer, my understanding. But it wasn't in there.
26
               JIMMY DAVIS:
                                     Their sewer collapsed.
27
               TOMMY DUNN:
                                     That's it, Ms. Floyd.
28
      Do you see it?
29
               GRACIE FLOYD:
                                    No, sir. I'm going to
30
      do -- I'm going to allocate five thousand dollars to
31
      the Men at Work. Every year about this time they plan
32
      an educational trip for the youth that they're
33
      responsible for. It's a skill development program,
      excuse me. I put that in the form of a motion.
34
35
               TOMMY DUNN:
                                     Have a motion Ms.
36
              Have a second?
      Floyd.
37
               JIMMY DAVIS:
                                     Second.
                                 12
38
               TOMMY DUNN:
                                     Second Mr. Davis. Any
39
      discussion? All in favor of the motion show of hands.
40
      Opposed like sign. Show the motion carries
41
      unanimously. Ms. Floyd?
42
               GRACIE FLOYD:
                                      Now the other thing, I
43
      did not get a copy of it. District 2 doesn't give out
44
      funds unless I have sat down and talked with the
      person. And I'm sure that's appreciated because we
45
46
      get calls for funds; for money, all the time. But
47
      District 2 is in the habit of talking to the people,
48
      finding out what the funds are for, finding out if
49
      they have the credentials to do this. But I'm a
50
      little disappointed in that last one. Who was it?
```

```
1
      Shalom House, yeah. But that's all I have today.
 2
               TOMMY DUNN:
                                     Thank you.
 3
          Mr. Graham?
 4
               RAY GRAHAM:
                                     Thank you, Mr.
 5
      Chairman. I'd like to make a motion for five hundred
      dollars toward Shalom House Ministries. They are in
 6
 7
      my district, District 3. They're very active; do a
 8
      lot of good for the entire county for members,
 9
      citizens throughout the county. No particular
10
      district. They have been in operation for quite
11
      sometime and just does tremendous work. So I'd like
12
      to present five hundred dollars from my rec fund on
13
      that.
14
               TOMMY DUNN:
                                     Have a motion by Mr.
15
      Graham.
               Have a second?
16
               JIMMY DAVIS:
                                     Second.
17
               TOMMY DUNN:
                                 Second Mr. Davis.
18
      discussion? All in favor of the motion show of hands.
19
      Opposed like sign. Motion carries unanimously.
20
      Anything else, Mr. Graham?
21
          Ms. Wilson.
22
               CINDY WILSON:
                                     Thank you, Mr.
23
                 District 7, likewise, would like to
      Chairman.
24
      appropriate five hundred dollars to Shalom House.
25
      They come before us every year. And we do have
      requirements now that any beneficiary of an
26
27
      appropriation has to report back to council as to how
28
      the funds were used and make sure it was all done
29
      properly.
                 Thank you.
30
               TOMMY DUNN:
                                     We have a motion by Ms.
31
               Do we have a second?
      Wilson.
               JIMMY DAVIS:
32
                                     Second.
33
               TOMMY DUNN:
                                     Second Mr. Sanders.
34
      Any discussion? All in favor of the motion show of
35
      hands. Show the motion carries unanimously.
36
          I make a motion for five hundred dollars for the
37
      VMD_Scholarship Fund for Crappie USA and a thousand
      dollars to the Shalom House. Put that in the form of
38
39
      a motion.
40
               CINDY WILSON:
                                     Second.
41
               TOMMY DUNN:
                                     Second Ms. Wilson. Any
42
      discussion? All in favor of the motion show of hands.
43
      Opposed like sign. Show the motion carries
44
      unanimously.
45
               JIMMY DAVIS:
                                     I was getting a little
46
      ahead of myself.
47
               TOMMY DUNN:
                                     Thank you.
48
          Moving on now to Administrator's Report.
49
               RUSTY BURNS:
                                    Nothing at this time,
50
      Mr. Chairman.
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TOMMY DUNN: Now moving on to 2 citizens comments. When Mr. Harmon calls your name, 3 please address the chair. You've got three minutes. 4 Mr. Harmon. 5 LEON HARMON: Mr. Chairman, first 6 speaker is Elizabeth Fant. JIMMY DAVIS: Speak up. TOMMY DUNN: Mr. Burns, see if that 8 9 -- there it goes. 10 ELIZABETH FANT: Elizabeth Fant, District 3. I hope some of you have -- that have come 11 tonight have realized that it's more than a one-issue 12 thing that goes on here. A lot of information that 13 14 came over tonight. You can go on the Anderson County 15 website and you can look and get this whole packet that I have. It tells you what the agenda is going to 16 17 be, the minutes, and all of that. You can do that. 18 The report from the Planning Committee, there were 19 several issues there that are relevant. One, I went 20 to a trash talk meeting in Greenville. They actually 21named Anderson County as having some severe problems. One is the VIVA recycling. Did you know they had a 22 big fire this week that DHEC is not doing their due 23 24 diligence to make them clean that up. DHEC is not 25 doing their due diligence to help get the Kinder-26 Morgan thing cleaned up. 27 Also in this packet tonight, Ms. Wilson was 28 talking about some of the proposed ways that the 29 money that you're taxed for is going to -- really this 30 is one that has to be looked through. Big stuff 31 there. 32 The ordinance or the bill that Brian White and so forth has written, it's a beginning. But I see in 33 34 here a problem. And that is that there is no way to 35 keep the Federal government from taxing you. They say 36 you can have these things. You can have firearms, you can have the Amendments. You can have the so-forth. 37 But if the Federal government decides to tax you five 3.8 39 hundred dollars on every case of ammunition what good is it to want to have a gun if you haven't got 40 41 anything to shoot. So there's some problems with 42 that. 43 I do want to address last week. Today we started 44 our meeting at 6:32, which is fine. Want to get 45 everybody settled. But the Chairman didn't seem to want to realize last week that we started early, which 46 47 I mentioned because I didn't get to sign my name. We had actually done the pledge and the prayer and I 48

turned around and looked at the clock and the long

hand was just on the six, which means we had started

49 50

early. I don't like it when I say these thing. 2 don't make them up. And the Chairman always has to 3 come back with some kind of thing. Sometimes, Mr. 4 Dunn, you are wrong. It behooves the council to want to have people to come speak. And I happen to be one 5 6 of those people. But to get that kind of response 7 really makes me both angry ---8 LEON HARMON: Time, Mr. Chairman. 9 ELIZARETH FANT: --- and sad. 10 TOMMY DUNN: Thank you, Mr. Harmon. 11 Next? 12 LEON HARMON: Next speaker is Randy 13 Jones. 14 RANDY JONES: Again, my name is Randy I'm from District 7. 15 Jones. I just want to thank the council for what you're 16 17 doing for us. I do want to apologize for Ms. Floyd, 18 too, as well, because she was the one person that I 19 haven't had a chance to speak with personally, but I 2.0 will get with you because I think it is important to 21 understand more about what our Second Amendment is, 22 what being a Second Amendment sanctuary county for us 23 as citizens. 24 I do want to -- I think we're headed in the right 25 direction. I think it didn't transpire exactly like I was anticipating from our meeting earlier today. But 26 27 I do think that if we get to an ordinance at the next . 28 meeting that we can work on, I'll be glad to do what I 29 can as a citizen of Anderson County and my information from South Carolina Carry to help work on that as a 30 31 group. You've got my support in trying to make that 32 happen. 33 It is important for me for us to do it the right way. I agree with your comments there. So we want to 34 35 make sure that we have an ordinance that's good for 36 everybody. What's good for our county should be good for the citizens of Anderson County, as well. 37 38 been my desire the whole time for being involved in this. You can be assured that I'm going to do 39 everything I can to support the group that's here 40 41 today. I appreciate all the people that spoke up. I 42 think they really let their voice be heard with what 43 they think about trying to get an ordinance 44 (inaudible). I support that. 45 TOMMY DUNN: Mr. Harmon? LEON HARMON: 46 Next speaker is Brent 47 Powell. 48 BRENT POWELL: As to my point of 49 clarity earlier, according to Roberts Rules of Order,

I'm going to take my three minutes to ask that now.

12.22

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1 There is still some confusion about what was actually 2 done on number 9 earlier. Chairman, you had a motion to table it. 3 4 some motions to second that. Then he asked what was 5 going on. And then he had a motion to not table it 6 but to put a ordinance name at the next meeting. 7 there was some yada yada yada. And then nobody heard 8 anything after that. You closed it out. everything down. So I'm wondering what actually 9 10 happened so that there is no this, that and the other. 11 I want to know exactly what happened at the end of 12 that where we know where we're at now. 13 TOMMY DUNN: I'll address that in my 14 closing comments. This is not a back and forth; you 15 ask questions to council. That's in our ordinance. 16 But I'll be glad to address that in my closing 17 comments. 18 BRENT POWELL: All right. Can you do 19 it now during my three minutes? 20 TOMMY DUNN: No. 21 BRENT POWELL: Why not? 22 I just told you. TOMMY DUNN: 23 ordinance don't allow a back and forth. It's not that 24 But I'll be glad to -- in my closing comments way. 25 26 BRENT POWELL: Well, I would like to 27 go on record as saying that I'm not being opposing to 28 you, I'm not being confrontational; I just have some 29 serious questions. So I understand you might be 30 having a bad day or a bad evening ---31 TOMMY DUNN: No. 32 CINDY WILSON: Our ordinance ---But there's some 33 BRENT POWELL: 34 tension there that I don't think necessarily needs to 35 be there. There was some miscommunications all 36 throughout the day between the ordinance not being 37 done, a resolution getting thrown out. The world 38 wonders why there's so many conspiracy theories. It's 39 because there's no communication. 40 So what we need to know is just where we stand; 41 where you guys stand, so that there is no more 42 miscommunication. I was clarified by what was said 43 tonight. I've been encouraged by what was said 44 tonight. Because I did not know that the ordination 45 (verbatim) was still being looked at by the attorney. 46 The only information that was thrown out to everybody 47 that we know in the Facebook world is that the

ordination (verbatim) was unconstitutional and it was thrown out and we get this watered down resolution.

So what I'm just asking for is so that when I go home

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tonight that my wife asks me what happened; you didn't
 1
      go to jail, did you? I'm like, no, I didn't go to
 2
 3
      jail. So I can explain to her what happened; where
      we're at right now. That's all.
 4
 5
               TOMMY DUNN:
                                     Mr. Harmon?
               LEON HARMON:
                                     No one else is signed
 6
 7
      up, Mr. Chairman.
 8
               TOMMY DUNN:
                                     Thank you.
9
          Now comments from council members. Ms. Wilson.
10
               CINDY WILSON:
                                     Thank vou, Mr.
11
      Chairman.
                 And I definitely want to thank everyone
12
      here tonight.
13
          Our ordinance governing the meeting format is such
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      -- is what Mr. Chairman was trying to explain.
15
      don't have a back and forth conversation during
16
      citizen comments. But I'm hoping that we can all take
      our conversations and discussions tonight and go
17
18
      forward with a far greater participation in your local
19
      government.
          Your local government, in the form of school
20
21
      boards and your county council and your town council,
22
      that's where the rubber really hits the road locally.
23
      We probably have more jurisdiction or authority over
24
      your lives than the Federal government. So it's very
25
      important that we have greater participation....
26
          For example, your school boards -- your school
27
      districts take about seventy to seventy-five percent
28
      of your tax dollar. Did you know that? The county
29
      doesn't get quite as much and we try to work really
      hard up here together and with y'all to be the best
30
31
      stewards of your tax dollars.
32
          We do have some issues with South Carolina DHEC.
33
      You're most cordially invited to the Cheddar Community
34
      the 31st of March to hear what South Carolina DHEC has
      to say for themselves. We'll be very professional but
35
36
     very adamant in requiring greater attention to the
37
      environment that our citizens have to live in over
38
      there that we all have to pay for.
39
          So thank you for coming tonight. We'll be working
40
      hard on this ordinance. And I'm looking forward to
41
      seeing and hearing a great deal more from all of you.
42
      Thank you.
               TOMMY DUNN:
                                     Thank you, Ms. Wilson.
43
44
      Mr. Graham.
45
               RAY GRAHAM:
                                     Thank you, Mr.
      Chairman. First of all, I would definitely like to
46
      commend Anderson County fire service for their
47
48
      tireless efforts of bringing the -- noted the fire
49
      that we've had under control. It was -- I know it was
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a long several days out there for those guys and

· = 30

girls. And also the county departments that assisted. I know Homeland Park was out there, very instrumental with it. And also multiple employees throughout the county; EOC, sheriff's department. I mean the list just goes on and on. Dispatch, I'm sure y'all was bombarded with multiple calls from it, as well.

The county has been working tirelessly on trying to get that mess, and that's exactly what it is, cleaned up. Hopefully this will bring some more attention and hopefully we can get it cleaned up and get that just disgusting look out from the community.

But again, just wanted to commend the fire service for all their hard work over the several days that that went on.

The other thing is just back on the Second Amendment. And again, I don't want to beat a dead horse, but Ms. Croegaort, if you could make a note, I would like that to be placed on the agenda. I just want to let that be on the record that I am requesting that. I am also requesting Chairman Dunn if you would continue on with the committee and definitely support you a hundred percent on doing that. And my hope there is again that that committee will be able to collectively come across with a solution to bring back to full council to move forward with this.

Again, I cannot stress enough, it's not that we put that ordinance in place. It's that we put the right ordinance in place. I assure you, I'm not trying to drag it out, but I do want it to be the right thing. I do want to set precedence. I do want to make sure that when we put that in place we are the leader in the state because we took the right action.

I can say honestly tonight, and I feel like the other council members can, as well, your voices have been heard. Continue the fight. Do it the right way. Do it the professional way. Let's come together and let's make Anderson County better.

Mr. Chairman, that's all I've got. I do appreciate it. Thank you.

TOMMY DUNN: Thank you, Mr. Graham.

Ms. Floyd.

GRACIE FLOYD: Mr. Chairman, I was looking through the minutes from the last meeting and maybe I missed it, if I did will somebody please call me, that I didn't see the fact that there was an ordinance about this thing in the last meeting.

TOMMY DUNN: No, there wasn't; not

on the agenda.

GRACIE FLOYD: Yeah, I didn't see that where it was even proposed. So I was wondering why it

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1 changed. But see, there was no agreement, no vote, no 2 nothing, then ---3 TOMMY DUNN: It wasn't on the 4 agenda. 5 GRACIE FLOYD: Yeah, you was right to 6 have this time to change it. 7 Okay. We had a community meeting on Thursday last 8 week in the fire department at Homeland Park. This meeting was to try to get the information together 9 because we are writing a grant for -- is Mr. Newton 10 still here? Okay. We are writing a grant. I think 11 12 that grant is three hundred and fifty thousand dollars 13 for District 2, Homeland Park area, so we can tear 14 down those houses and we can clean up some areas 15 around there. So we worked to do that. We will be 16 having some more meetings. Is anybody from Homeland Park in here now? Okay. Good. District 2. Let me 17 put that in there; okay. District 2 Homeland Park. 18 19 All right. But we are compiling the problems in that 20 area so it can be written into the grant so hopefully 21 we can get some money. 22 I know what the Second Amendment means. honestly do. I am a law abiding person. And before I 23 24 armed myself, I found out that I could, according to 25 the ... So I would love to talk to you, Mr. Jones, 26 about the other things. And the other things are what's the -- like I told you earlier, there was four 27 28 different -- four different things that I got when I 29 asked the question what is this about? There was four 30 different. So if you and I could talk about it and 31 see just -- and get it down to one so I can know what 32 I'm going to vote for or what I'm going to vote. against, I would appreciate knowing that. 33 34 It's been a long night and it was good to see 35 y'all. Come back. And maybe we can work together in 36 understanding the county council meeting system. Okay? Because we've had this system for as long as I 37 38 can remember and I've been in here twenty-eight years. 39 Thank you. 40 Thank you. TOMMY DUNN: 41 Sanders. Thank you, Mr. Sanders. Mr. Davis. 4.2 JIMMY DAVIS: Just one real quick. 43 We do have by our ordinances which are set long before 44 I ever got voted in; not that long ago, but of how we 45 have to have meeting. And until we, as a council, 46 change those ordinances, that's how we have to go

about it. It's our rules of conduct here. It's our rules of behavior. And we try to adhere to it. And

you know, I invite all of you back. This is a great

piece of your local government. What we do here has

impact on your life. And we take it very, very seriously; every single one of us. We all come from different backgrounds and different career choices, but we take it very, very seriously. Anybody that sits up here that doesn't is not here very long. But I take this position with great reverence.

And I appreciate you being here tonight. We

invite you back again. Thank you, Mr. Chair.

TOMMY DUNN: Thank you, Mr. Davis. Just real shortly to answer this gentleman's question back here in the back, what transpired tonight, the resolution was tabled with the amendment to it that no later than the first meeting in April we'll have an ordinance written. Mr. Graham is asking for a title only on the next council agenda. Hopefully we can have something by next council meeting wrote. The reason again it looks a little bit plain because if I tell you we'll have something in writing and we don't, then we're all a bunch of liars. We're just trying to give us time to get something worked out. It's a little bit of a complex issue, but we're going to get started on it and there will be a committee.

Thank y'all very much for coming out.

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(MEETING ADJOURNED AT 9:15 P.M.)

Ordinance #2020-006

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 50.26 acres from R-20 (Single Family Residential) to R-A (Residential Agricultural) on a parcel of land, identified as 1061 Asbury Park Road in the Denver-Sandy Springs Precinct shown in Deed Book 11750 page 00242. The parcel is further identified as TMS #045-00-04-009.

Whereas, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

Whereas, the Ordinance contains provisions providing for the amendment of the Map; and,

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to R-A for +/- 50.26 acres of TMS #045-00-04-009 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on February 11, 2020, during which it reviewed the proposed rezoning from R-20 to R-A +/- 50.26 acres of TMS #045-00-04-009 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on March 3, 2020, regarding said amendment of the Anderson County Official Zoning Map:

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NOW, THEREFORE, be it ordained by Anderson County Council, in meeting duly assembled, that:

- The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
- 2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from R-20 to R-A +/- 50.26 acres of TMS #045-00-04-009 described above.
- 3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
- 4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
- 5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTEST: Ordinance 2020-006	
	T. D. Ohailas
Rusty Burns Anderson County Administrator	Tommy Dunn, Chairman Anderson County Council

Lacey A. Croegaert Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon Anderson County Attorney

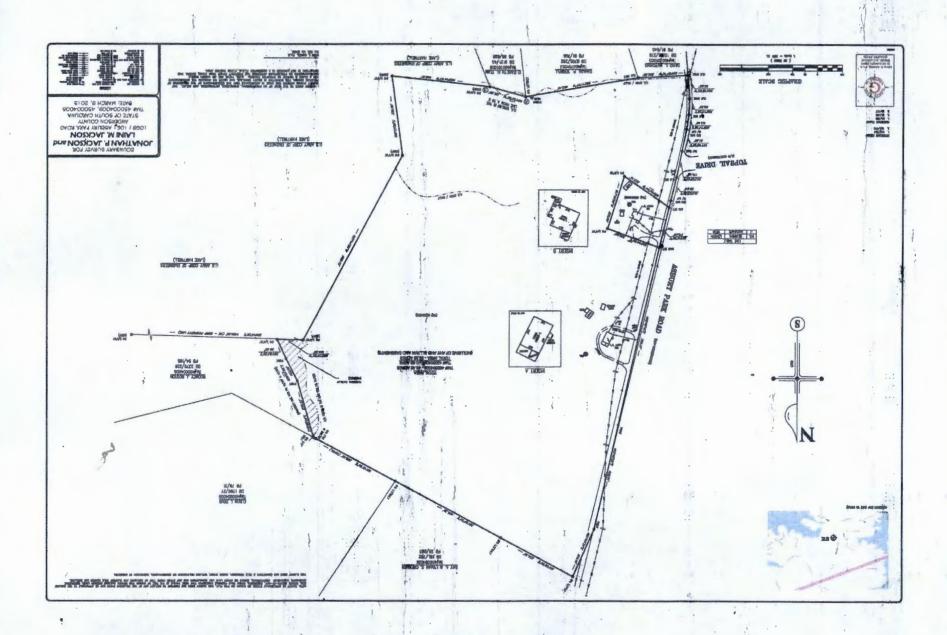
1st Reading:

March 3, 2020

2nd Reading:

3rd Reading:

Public Hearing: March 3, 2020

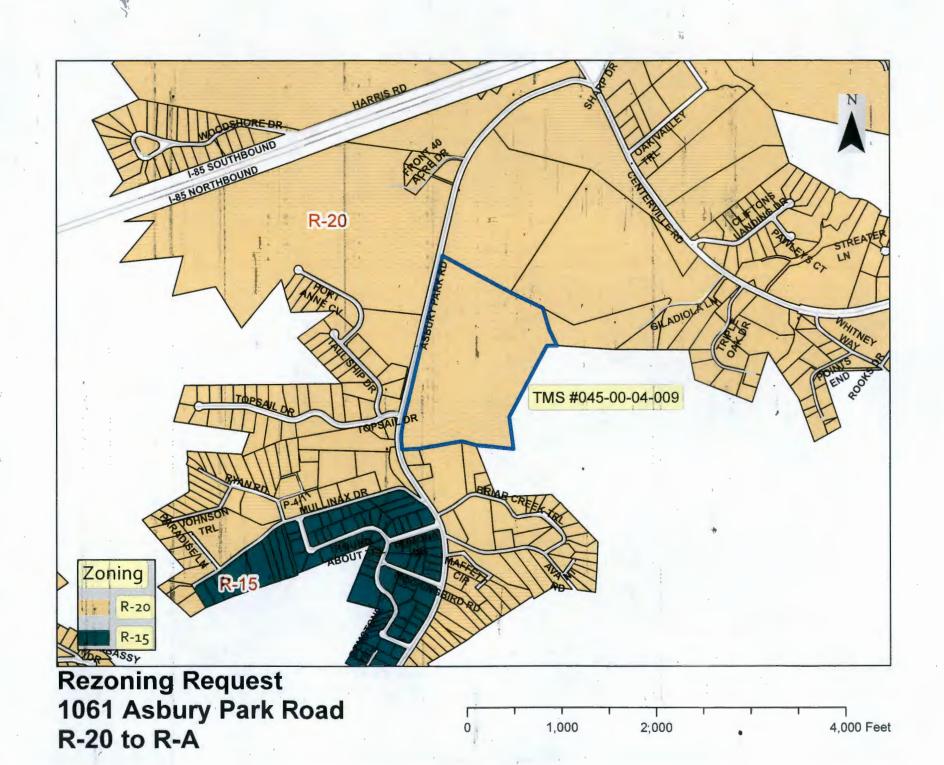


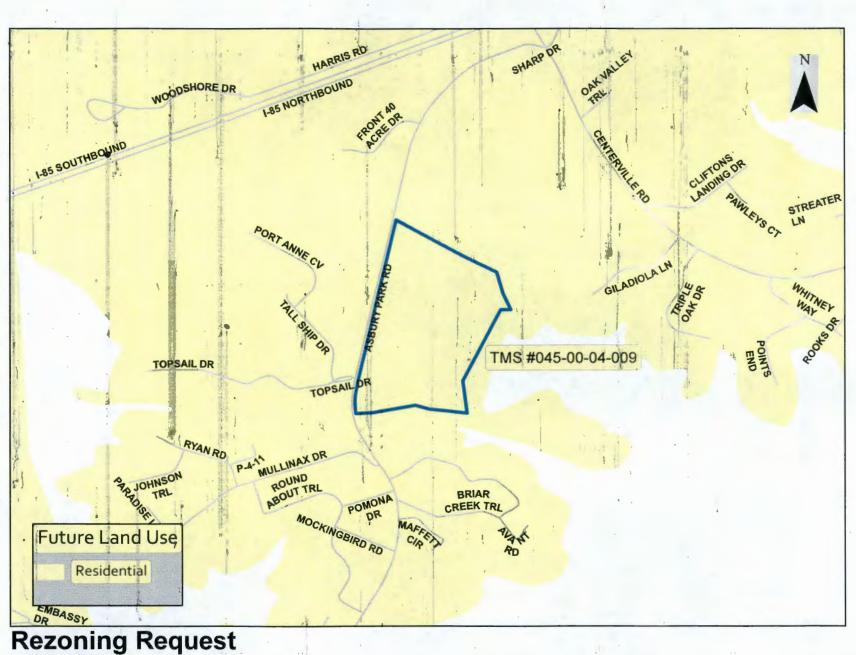




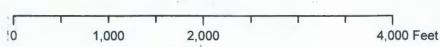
Rezoning Request 1061 Asbury Park Road R-20 to R-A







Rezoning Request 1061 Asbury Park Road R-20 to R-A











ORDINANCE NO. 2020-008

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, ANDERSON COUNTY SOUTH CAROLINA, BY ADDING ARTICLE X TO CHAPTER 42 TITLED SECOND AMENDMENT PROTECTION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Second Amendment to the Constitution of the United States provides that "[a] well-regulated militia, being necessary to the security of a free state, the right of the people to keep and bear arms, shall not be infringed.";

WHEREAS, the Fourth Amendment to the Constitution of the United States provides in part, that "[t]he right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated" and this amendment has been made applicable to the states through the due process clause of the Fourteenth Amendment to the Constitution of the United States by Mapp v. Ohio, 367 U.S. 643 (1961).

WHEREAS, the Ninth Amendment to the Constitution of the United States provides that "[t]he enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people."

WHEREAS, The Tenth Amendment to the Constitution of the United States provides that "[t]he powers not delegated to the United States by the Constitution, nor prohibited by it to the states, are reserved to the states respectively, or to the people.";

WHEREAS, Article I, Section 20 of the South Carolina Constitution provides, in part, that "[a] well-regulated militia being necessary to the security of a free state, the right of the people to keep and bear arms shall not be infringed.";

WHEREAS, the United States Supreme Court has ruled in the <u>District of Columbia v. Heller</u>, 554 U.S. 570 (2008) that the Second Amendment to the United States Constitution protects the right to keep and bear arms for the purpose of self-defense and struck down a District of Columbia law that banned the possession of handguns in the home;

WHEREAS, <u>District of Columbia vs. Heller</u> also stated that the right secured by the second Amendment is not unlimited and that nothing in the opinion should be read to cast doubt on longstanding prohibitions on the possession of firearms by felons and the mentally ill, or laws forbidding the carrying of firearms in sensitive places such as schools and government buildings, or laws imposing conditions and qualifications on the commercial sale of arms;

WHEREAS, the United States Supreme Court has ruled in McDonald v. City Of Chicago, 561 U.S. 742 (2010) that the due process clause of the Fourteenth Amendment incorporates the Second Amendment right recognized in Heller and, therefore, makes it applicable to the states. In reaching this conclusion, the Court held that the second amendment right is deeply rooted in the nation's history and traditions and, therefore, is a fundamental right; and

WHEREAS, Anderson County Council desires to express its commitment and support for the rights of its citizens under the Second Amendment of the United States Constitution and Article I, Section 20 of the Constitution of South Carolina to protect the rights of its citizens to keep and bear arms.

NOW, THEREFORE, be it ordained by Anderson County Council in meeting duly assembled that:

1. The Code of Ordinances, Anderson County, South Carolina is hereby amended by adding Article X to Chapter 42, which article reads as follows:

Article X. Second Amendment Rights (the right to keep and bear arms).

Sec. 42-401. Purpose and Intent.

It is the purpose and intent of this article to express the County's strong support for the Second Amendment to the United States Constitution and Article I, Section 20 of the South Carolina Constitution, both of which uphold the right of the people to keep and bear arms.

Sec. 42-402. Sanctuary County.

Anderson County is hereby declared to be a Second Amendment Sanctuary County.

Sec. 42-403. Regulation of the Right to Keep and Bear Arms

- (a) Any regulation of the right to keep and bear firearms, firearm accessories, and ammunition that violate the Second, Fourth, Ninth and Tenth Amendments to the Constitution of South Carolina beyond such current provisions of federal and state law are violative of the concept of a second amendment sanctuary in Anderson County.
- (b) Anderson County government funds and resources shall not be appropriated for the specific purpose of enforcing any law that infringes upon the right to keep and bear firearms, firearms accessories, and ammunition as described in section (a) herein.
- (c) It shall be the duty of the Sheriff of Anderson County to determine whether any federal or state regulation of firearms, firearms accessories, and ammunition violates section (a) herein; provided, however, that nothing contained herein prevents the Anderson County Sheriff from enforcing any federal or state law found to be constitutional by a court of competent jurisdiction.

(d) The prohibitions contained herein do not prevent the assembly of persons for the purpose of training with, practicing with, or being instructed in the use of any lawful firearm; provided, however, that such activities do not violate any zoning or land use regulation.

Sec. 42-404. Enforcement.

- (a) Anyone within the jurisdiction of Anderson County found to be in violation of this ordinance is guilty of a misdemeanor and subject to the penalties of section 1-7 of the Anderson County Code.
- (b) Enforcement of this ordinance is an alliance with the oath taken by public elected officials to uphold and defend the United States Constitution and the Constitution of South Carolina.

Sec. 42-405 Severability.

The provisions of this ordinance are hereby declared to be severable, and if any provision of this ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining provisions of this ordinance.

- 2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
- 3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
- 4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
- 5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

ORDAINED in meeting duly assembled this	day of	, 2020.
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ATTEST:	FOR ANDERSON COUNTY:		
Rusty Burns Anderson County Administrator	Tommy Dunn, Chairman Anderson County Council		
Lacey A. Croegaert Anderson County Clerk to Council			
APPROVED AS TO FORM:			
Leon C. Harmon Anderson County Attorney			
1 st Reading:			
2 nd Reading:			
3 rd Reading:			
Public Hearing:			

STATE OF SOUTH CAROLINA)		
)	ORDINANCE NO. 2020-00)9
COUNTY OF ANDERSON)		

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN AGREEMENTS BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND COMPANY A/COMPANY B WHEREBY, UNDER CERTAIN CONDITIONS, SAID COMPANIES WILL ACQUIRE, BY CONSTRUCTION AND PURCHASE, CERTAIN PROPERTY IN ANDERSON COUNTY AND CREATE CERTAIN JOBS IN ANDERSON COUNTY AND ANDERSON COUNTY WILL EXECUTE AMENDMENTS TO CERTAIN FEE-IN-LIEU-OF-TAX AGREEMENT(S) AND SPECIAL SOURCE REVENUE AGREEMENTS AND PROVIDE CERTAIN ECONOMIC DEVELOPMENT INDUCEMENTS TO COMPANY A/COMPANY B AND AN ADDITIONAL SPONSOR AFFILIATE AND ENACT CERTAIN FURTHER LEGISLATION FOR SAID COMPANIES' PROJECT MIT INVOLVING AN EXPECTED NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000) IN TOTAL INVESTMENT AND THE CREATION OF AN EXPECTED FIFTY (50) NEW JOBS IN THE COUNTY.

WHEREAS, Anderson 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 Code of Laws of the State of South Carolina, 1976, as amended (the "Code"), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, the "Act"), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective developers as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any business 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 and business development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina 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, tourism or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the "Joint-County Industrial and Business Park Act"), to enter into agreements with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks; and

WHEREAS, Company A (the "Company"), a corporation, duly authorized to do business in South Carolina, and, in fact already doing business in the County, having already invested in excess of \$40,000,000 in manufacturing property in the County and having gone from approximately 50

employees in 2003 to approximately 150 employees in Anderson County in 2019, and having entered into two previous fee in lieu of tax ("FILOT") agreements ("FILOT Agreements") with the County pursuant to the Act, including, without limitation, one dated December 1, 2012 (the "2012 FILOT Agreement"), and having entered into an agreement, of the same date, with the County for the provision of infrastructure financing, pursuant to the Act ("2012 Infrastructure Financing Agreement" or "2012 IFA") with the County, all with regard to the company's continued growth in the County, is considering acquiring by construction or purchase certain additional land, buildings, furnishings, fixtures, machinery, apparati, and equipment, for expansion of a manufacturing facility in the County, which will result in the additional investment of an expected Nine Million Five Hundred Thousand Dollars (\$9,500,000)(but not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000), in any event) in the County, which would be subject to the 2012 FILOT Agreement and the 2012 IFA, all within the meaning of the Act, and is contemplating the creation of some fifty (50)(but not less than forty (40), in any event) new, full-time jobs as part of the Project, known herein as Project MIT, all during the remaining term of the overall ten (10) year investment period of the 2012 FILOT Agreement (as defined and extended therein), measured from January 1, 2020 (i.e. January 1, 2020 through February 28, 2023, or the "2020 Project Investment Period") (collectively, the "2020 Project"); and

WHEREAS, the County and the Company reached agreement in 2018 for Company B to be added to the 2012 FILOT Agreement as a Sponsor Affiliate, and, to that end, the County, the Company and Company B entered into a joinder agreement (the "2018 Joinder Agreement") adding Company B to the 2012 FILOT Agreement as a Sponsor Affiliate; and

WHEREAS, the Company and Company B have purchased certain interests in a third company, Company C (which, together with Company A and Company B shall constitute the "Companies"), which will invest in the 2020 Project, and desire to add that third company to the 2012 FILOT Agreement as an additional sponsor affiliate, through execution and delivery of another joinder agreement similar to that used for the addition of Company B (the "2020 Joinder Agreement"); and

WHEREAS, the County has determined that the 2020 Project, Project MIT, would be aided by the availability of the assistance which the County might render through (1) adding Company C as an additional sponsor affiliate to the 2012 FILOT Agreement, as authorized by the Act for the 2020 Project, through execution and delivery of the 2020 Joinder Agreement, pursuant to the 2012 FILOT Agreement, by the County and all three Companies; (2) the inclusion of the 2020 Project in a jointcounty industrial and business park which is either already in existence, or to be created by the County (the "Park" or the "Joint-County Park"); (3) the granting by the County to the Company, Company B and Company C (all known to County Council, but using the Project name of Project MIT for the time being) of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act, to partially reimburse the Company, Company B, and Company C for economic development infrastructure serving the County, through amendment of the 2012 IFA; and (4) confirmation by the County that the Initial Investment Period (as defined in the 2012 FILOT Agreement, has, in fact, been extended for an additional five (5) years due to the Company making investments under the 2012 FILOT Agreement in excess of the minimum requirement (the "Extended Investment Period", or "2020 Project Investment Period"), which will now end on February 28, 2023); and, that the inducement will, to a great degree of certainty, result in the acquisition and

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WHEREAS, the County has given due consideration to the economic development impact of the 2020 Project, has found that the 2020 Project and the payments-in-lieu-of-taxes would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the 2020 Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the 2020 Project gives rise to no pecuniary liability of the County or incorporated municipality, or a pledge of or charge against the full faith, general credit or taxing power of either; and, that the purposes to be accomplished by the 2020 Project, i.e., economic development and welfare, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the 2020 Project within the County and State is of paramount importance and that the benefits of the 2020 Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of all such documents and amendments, pursuant to this Ordinance of the County Council, and on the terms and conditions hereafter set forth:

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Anderson County, South Carolina, in meeting duly assembled, as follows:

Section 1. As contemplated by the Act and based on the representations of the Company as recited herein, it is hereby found, determined and declared by the County Council, as follows:

- (a) The 2020 Project will constitute a "project" as said term is referred to and defined in the Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the Act:
- (b) It is anticipated that the 2020 Project will benefit the general public welfare of the County by providing employment, services, recreation and other public benefits not otherwise provided locally;
- (c) Neither the 2020 Project, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or a charge against its general credit or taxing power;
- (d) The purposes to be accomplished by the 2020 Project, i.e., economic development, creation or retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;
 - (e) The benefits of the 2020 Project to the public are greater than the costs to the public;
- (f) The 2012 FILOT Agreement, as amended, will require the Company, and Company B and Company C, as Sponsor Affiliates, to make fee-in-lieu of tax payments in accordance with the provisions of the Act; and

- (g) The fee-in-lieu-of-tax payments referred to in item (f) above shall be calculated as specified in Section 5.01 of the 2012 FILOT Agreement and the 2012 IFA, all as amended.
- Section 2. Pursuant to the authority given to the County Council by the Code of Laws of South Carolina, 1976, as amended and the Constitution of the State of South Carolina, and subject to enactment of any other subsequently required legislative authorizations by appropriate governing bodies and approval by appropriate authorizing agencies, and for the purpose of authorizing development incentives and associated agreements and documents for the 2020 Project, there is hereby authorized to be executed a joinder agreement adding Company B to the 2012 IFA and Company C to the 2012 FILOT Agreement and the 2012 IFA, amendments to the 2012 FILOT Agreement and the 2012 IFA between the County and the Company and Company B and Company C pertaining to the 2020 Project involving development by the Company and Company B and Company C of certain facilities in Anderson County, South Carolina involving investment of an expected total of Nine Million Five Hundred Thousand Dollars (\$9,500,000)(but not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000)) in the 2020 Project and the creation of an expected fifty (50)(but not less than forty (40)) new jobs, on or before the end of the 2020 Project Investment Period, which agreements and documents and amendments shall be consistent with the terms and provisions of this Ordinance.
- Section 3. The provisions, terms, and conditions of a Joint-County Industrial and Business Park Agreement by and between the County and one or more contiguous counties, which such Park is either already existing or to be created by subsequent Ordinance or amendment of an existing Ordinance of the County Council, and which such Park shall include the 2020 Project shall be, to the extent not prohibited by law, consistent with the terms of this Ordinance and the Inducement Agreement and 2012 FILOT Agreement and 2012 IFA, as amended. If the 2020 Project MIT is already within a Joint-County Industrial and Business Park, this commitment of the County shall be deemed to have been met. If the 2020 Project is to be within a Joint-County Industrial and Business Park to be created, or one which must be extended to provide the benefits described herein, the County shall, at the Company's sole expense, use its best efforts and endeavor to work with one or more contiguous counties to develop such Park and to maintain the 2020 Project site in accordance with the terms of this Resolution and the Inducement Agreement and 2012 FILOT Agreement and 2012 IFA, as amended.
- Section 4. The provisions, terms, and conditions of an amendment to the 2012 FILOT Agreement, adding Company C to such agreement and confirming the five (5) year extension to the investment period of that agreement, as specified herein, is hereby authorized and approved, and shall be, to the extent not prohibited by law, consistent with the terms of this Ordinance and the Inducement Agreement. The 2012 FILOT Agreement, as amended and attached hereto is hereby approved, in the form attached hereto, or with such minor amendments thereto as shall not be materially prejudicial to the County and as shall be approved by the County official executing the same, upon advice of counsel, his/her approval of such revisions to constitute *prima facie* evidence of his/her approval thereof.
- Section 5. The provisions, terms, and conditions of an amendment to the 2012 Infrastructure Financing Agreement, granting the Company and all properly identified Sponsor Affiliates a forty percent (40%) credit against FILOT payments for the 2020 Project in the Park (all

as defined herein), for the first five (5) years that such payments are made, and a twenty-five percent (25%) credit against FILOT payments for the 2020 Project in the Park, for the next succeeding five (5) years that such payments are made, is hereby authorized and approved, and shall be, to the extent not prohibited by law, consistent with the terms of this Ordinance and the Inducement Agreement. In the amendment to the 2012 Infrastructure Financing Agreement, the Company and its Sponsor Affiliates agree, among other things, not to claim total or partial abatement of ad valorem property taxes as to any property for which an Infrastructure Credit is given thereunder. The 2012 IFA, as amended and attached hereto is hereby approved, in the form attached hereto, or with such minor amendments thereto as shall not be materially prejudicial to the County and as shall be approved by the County official executing the same, upon advice of counsel, his/her approval of such revisions to constitute *prima facie* evidence of his/her approval thereof.

Section 6. The County hereby confirms that the five (5) year extension to the initial five (5) year investment period set forth in the 2012 FILOT Agreement is in full force and effect, the Company and Company B having made investments in the original Project, by the end of the Initial Investment Period, equal to at least the statutorily required investment, as set by the Act.

Section 7. The County's execution of the amendments to the 2012 Fee Agreement(s), amendments to the 2012 Infrastructure Financing Agreement, the Joinder Agreement called for herein, or any other agreements related hereto is conditioned upon the Company's and Sponsor Affiliates' meeting the investment and job creation requirements set forth herein and in the Inducement Agreement. Failure to do so may result in the loss of a portion of the incentives described herein, as set forth more fully in the amended 2012 IFA. All terms and provisions of the 2012 FILOT Agreement and the 2012 IFA not amended hereby remain in full force and effect.

Section 8. Neither the 2020 Project nor the economic development incentives contemplated herein shall give rise to any pecuniary liability on the part of the County or be deemed a pledge of, or a charge against, the full faith, general credit or taxing power of the County.

Section 9. Notwithstanding any other provisions herein, the County agrees to execute the documents and amendments described herein as statutory accommodation to assist the Company and its Sponsor Affiliates in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and the County agrees to execute such documents and amendments in reliance upon representations by the Company and its Sponsor Affiliates that such documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 10. The Chairman of County Council and the County Administrator are hereby authorized and directed to execute the Joinder Agreement and the amendments to the 2012 FILOT Agreement and the 2012 IFA attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the County Administrator is hereby further authorized and directed to deliver said executed documents to the Company and its Sponsor Affiliates. The Joinder Agreement and the amendments to the 2012 FILOT Agreement and the 2012 IFA are to be, generally, in the form attached to this Ordinance, or with such minor changes thereto as are not materially adverse to the County and as shall be approved by the

County individual(s) executing the same, their execution thereof providing conclusive evidence of their approval of all such changes.

- Section 11. The authorization of the execution and delivery of the agreements and the other documents or obligations of the County required by the Inducement Agreement and this Ordinance is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.
- <u>Section 12.</u> All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Ordinance shall take effect and be in full force from and after its enactment on third reading by the County Council.
- Section 13. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
- <u>Section 14.</u> All ordinances, orders, resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
- Section 15. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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Ordained in meeting duly assembled this _	day of, 2020.		
ATTEST:	FOR ANDERSON COUNTY:		
Rusty Burns Anderson County Administrator	Tommy Dunn, Chairman Anderson County Council		
Lacey Croegaert Anderson County Clerk to Council			
APPROVED AS TO FORM:			
Leon C. Harmon Anderson County Attorney			
First Reading: Second Reading: Third Reading: Public Hearing:			

AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

COMPANY A

Dated as of December 1, 2012

As amended on April 1, 2020 through Anderson County Ordinance 2020-009____

FEE IN LIEU OF TAX AGREEMENT

This AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT (this "Agreement") is originally dated as of December 1, 2012, and amended as of April 1, 2020, by and between ANDERSON COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and Company A, a corporation duly authorized to do business in South Carolina, and Company B and Company C, both companies duly authorized to do business in South Carolina (and, together with Company A, the Company).

WITNESSETH:

WHEREAS, the Code of Laws of South Carolina, 1976, as amended, (the "Code"), and particularly Title 12, Chapter 44 thereof (as amended through the date hereof, the "Act"), in order to create jobs and promote prosperity within the State of South Carolina, empowers the several counties of the State of South Carolina to induce investors ("Project Sponsors") to acquire, enlarge, improve, and expand certain types of industrial and commercial property ("Economic Development Property") within their jurisdictional limits and thereafter operate, maintain and improve such Economic Development Property by: (i) providing such Project Sponsors with certain specified assistance in financing the acquisition, enlargement, and expansion of Economic Development Property; and (ii) entering into agreements providing for payments with respect to Economic Development Property by Project Sponsors in lieu of ad valorem taxes ("FILOT Payments"); and

WHEREAS, the Company is acquiring certain land, buildings, machinery, equipment, furnishings, fixtures, and materials, to be used primarily as the expansion of a manufacturing facility (the "Project"), which are located within the jurisdiction of the County and which are to be owned (or, in some cases, leased) and operated by the Company pursuant to this Agreement; and

WHEREAS, the parties have determined that the Company is a Project Sponsor and the Project constitutes Economic Development Property to the extent permitted by the Act; and

WHEREAS, as inducement for the Company to locate and maintain the Project in the County, the County heretofore entered into an Inducement Agreement and Millage Rate Agreement (the "Inducement Agreement") with the Company wherein the County approved FILOT Payments by the Company under the provisions of the Act; and

WHEREAS, the County has authorized the foregoing actions to be taken on behalf of the County, and the execution of this Agreement, pursuant to that certain ordinance enacted by the County Council of the County with respect to the Project on November 20, 2012; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interest of the County to enter into this Agreement with the Company subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the Execution Page - Company A

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receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

"2020 Inducement Agreement" shall mean that certain Inducement Agreement and Millage Rate Agreement by and between the County and the Company dated as of _______, 2020.

"Act" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof. The Act is also known as the FILOT Simplification Act.

"Administration Expenses" shall mean the reasonable and necessary expenses including ordinary and reasonable attorneys' fees, incurred by the County with respect to the Project and this Agreement; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expense or stating the basis on which the expense has been or will be computed.

"Affiliate" shall mean any corporation, limited liability company, partnership or other Person which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder or owner of the Company.

"Agreement" shall mean this Agreement as originally executed and from time to time supplemented or amended as permitted herein.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

"Commencement Date" shall mean February 28, 2013, the last day of the initial property tax year during which real or personal property comprising the Economic Development portion of the Project is placed in service.

"Company" shall mean, collectively, Company A, a corporation duly authorized to do business in South Carolina, and Company B and Company C, both companies authorized to do business in South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under Section 8.04 or Article IX hereof; or any assignee hereunder which is designated by the Company and approved by the County.

"Cost" shall mean the cost of acquiring by construction and purchase, the Project, including any infrastructure improvements, and shall be deemed to include, to the extent permitted by the Act, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to contractors, builders, and materialmen in connection with the acquisition, construction, and installation of the Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Project; (d) compensation of legal, accounting, financial, and printing expenses, fees, and all other expenses incurred in connection with the Project; (e) all other costs which the Company shall be required to pay under the terms of any contract or contracts for the acquisition, construction, and installation of the Project; and (f) any sums required to reimburse the Company for advances made for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of land or property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project; provided, however, such term shall include expenditures by the Company with respect to the Project only to the extent made during the Investment Period.

"County" shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"County Council" shall mean the governing body of the County and its successors.

"Department of Revenue" shall mean the South Carolina Department of Revenue and Taxation.

"Economic Development Property" shall mean each item of real and tangible personal property comprising a project within the meaning of Sections 12-44-30(6) of the Code.

"Equipment" shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and placed in service as part of the Project during the Investment Period in accordance with this Agreement.

"Event of Default" shall mean an Event of Default as defined in Section 11.01 hereof.

"Existing Property" shall mean property that does not qualify to become Economic Development Property pursuant to Section 12-44-110 of the Code.

"Extended Investment Period" shall mean the period beginning March 1, 2018 and ending December 31, 2023 (the Company having changed its tax year end to December 31, as of January 2019), as authorized by Section 12-44-30(13) of the Code.

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"FILOT" shall mean the fee in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

"FILOT Payments" shall mean the payments to be made by the Company pursuant to Section 5.01 hereof.

"FILOT Revenues" shall mean the revenues received by the County from the Company's payment of the FILOT.

"FILOT Simplification Act" shall mean Title 12, Chapter 44, of the Code, as amended through the date hereof.

"Full-Time Job" shall mean a job requiring a minimum of thirty-five (35) hours of an employee's time per week in the entire normal year of the Company's operation.

"Inducement Agreement" shall mean that certain Inducement Agreement and Millage Rate Agreement by and between the County and the Company dated as of July 17, 2012.

"Initial Investment Period" shall mean the period beginning with the first day that Economic Development property comprising the Project is purchased or acquired and ending February 28, 2018, the date that is five years after the Commencement Date.

"Investment Period" shall mean the combined Initial Investment Period and Extended Investment Period, beginning with the first day that Economic Development property comprising the Project is purchased or acquired and ending December 31, 2023 (the Company having changed its tax year end to December 31, as of January 2019).

"Land" shall mean the real estate upon which the Project is located, as described in EXHIBIT "A" attached hereto, as EXHIBIT "A" may be supplemented from time to time in accordance with the provisions hereof.

"Negotiated FILOT Payment" shall mean the FILOT due pursuant to Section 5.01(b)(ii) hereof with respect to that portion of the Project comprised of Economic Development Property and qualifying for the 6% assessment ratio and the millage rate described in subsection 5.01(c) of the Agreement.

"Person" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"Project" shall mean, in connection with the Company's manufacture and production of products in the County and only to the extent such items are either placed in service during the Investment Period or qualify as Replacement Property: (i) the Land; (ii) all buildings, structures, fixtures, and appurtenances which now exist or which are now under construction or are to be

constructed on the Land in whole or in part during the Investment Period, including any air conditioning and heating systems (which shall be deemed fixtures); and (iii) the Equipment.

"Released Property" shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation, or eminent domain proceedings as described in Article VII hereof.

"Replaced Property" shall mean any Released Property for which the Company has substituted Replacement Property during the term hereof pursuant to Section 5.01(e) hereof.

"Replacement Property" shall mean, to the extent permitted by Section 12-44-60 of the Code, any portion of the Project substituted for Released Property pursuant to Section 5.01(e) hereof.

"State" shall mean the State of South Carolina.

"Streamlined FILOT Act" shall mean Title 4, Chapter 12, of the Code, as amended through the date hereof.

"Term" shall mean the term of this Agreement, as set forth in Section 5.01 hereof.

"Threshold Date" shall mean February 28, 2018.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the Code, as amended.

SECTION 1.02. References to Agreement The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole, unless the context clearly requires otherwise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

<u>SECTION 2.01. Representations and Warranties by County</u>. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

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- (b) The County, based on representations of the Company, has determined that the Project will subserve the purposes of the Act, and has made all other findings of fact required by the Act in connection with the undertaking of the Project.
- (c) By proper action by the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.
 - (d) This Agreement has been duly executed and delivered on behalf of the County.
- (e) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority which would materially adversely affect the validity or enforceability of this Agreement; provided, however, that no representation is made by or on behalf of the County as to the validity or enforceability of this Agreement.
- (f) Notwithstanding any other provisions herein, the County is executing this Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property, including the Land.
- **SECTION 2.02. Representations and Warranties by Company.** The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:
- (a) The Company is a corporation validly existing and in good standing in the State of South Carolina; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.
- (b) The Company intends to operate the Project primarily for the purposes of metal fabrication and manufacturing, and for other lawful purposes.
- (c) The agreements of the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.
- (d) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(e) The Company shall place in service the first phase of the Economic Development property portion of the Project during its fiscal year ending February 28, 2013, and shall expend at least the minimum statutory investment required by the Act of Two Million Five Hundred Thousand Dollars (\$2,500,000), total, for Costs of the Project, and to create not less than twenty (20) new, Full-Time Jobs, during the Initial Investment Period, and an additional Nine Million Five Hundred Thousand Dollars (\$9,500,000), but not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000), and an additional fifty (50), but not less than forty (40) new full-time jobs, during the overall Investment Period.

ARTICLE III

UNDERTAKINGS OF COUNTY

SECTION 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company in accordance with Section 5.01 hereof in lieu of ad valorem taxes with respect to the Project until this Agreement expires or is sooner terminated.

SECTION 3.02. No Warranties by County. The Company acknowledges that it has examined the Land and so much of the other property constituting the Project as is in existence on the date of execution and delivery hereof, as well as title thereto, prior to the making of this Agreement, and knows the condition and state thereof as of the day of the execution hereof, and accepts the same in said condition and state; that no warranties or representations as to the condition or state thereof have been made by representatives of the County; and that the Company in entering into this Agreement is relying solely upon its own examination thereof and of any portion of the Project acquired subsequent to the date hereof. The County makes no warranty, either express or implied, as to title to any part of the Project or the design, capabilities, or condition of the Project or that it will be suitable for the Company's purposes or needs.

SECTION 3.03. Execution of Lease. The parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the FILOT Simplification Act. Notwithstanding any other provision of this Agreement, in the event that a court of competent jurisdiction holds that the FILOT Simplification Act is unconstitutional or that this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then the County, in accordance with Section 12-44-160 of the Act, upon the conveyance of title to the Project to the County at the expense of the Company, and to the extent permitted by law, agrees to Tease, at the expense of the Company, the Project to the Company pursuant to the Streamlined FILOT Act; provided, that any such conveyance and lease shall be subject to receipt by the County of evidence reasonably satisfactory to the County that no environmental contamination exists with respect to the property being conveyed and leased. The Company acknowledges that any such sale/leaseback arrangement may not preserve the benefits of the Streamlined FILOT Act with

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respect to any portion of the Project placed in service prior to the effective date of any such sale/leaseback arrangement with the County, to the extent that the effective date of such sale/leaseback arrangement is later than February 28 of the Company's tax year in which such portion of the Project is placed in service. However, the County agrees that it will, at the expense of the Company, and to the extent permitted by the Act, assist in efforts by the Company to have any such Economic Development Property included within the sale/leaseback arrangement under the Streamlined FILOT Act due to the fact that such Economic Development Property will never have been subject to normal *ad valorem* taxation, but instead, will always have been subject to a fee-inlieu of tax pursuant to an Agreement for Development for Joint County Industrial Park between the County and Clarendon County, which was created pursuant to Section 4-1-170 of the Code, initially, and then, pursuant to the Inducement Agreement, to such an agreement with an adjacent county.

ARTICLE IV

INVESTMENT BY COMPANY IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

SECTION 4.01. Acquisition by Construction and Purchase of Project.

(a) The Company hereby agrees to expend upon the Cost of the Project at least Two Million Five Hundred Thousand Dollars (\$2,500,000), as the minimum statutory investment required by the Act, and to create not less than twenty (20) net, new, Full-Time Jobs at the Project, during the Initial Investment Period, and an additional Nine Million Five Hundred Thousand Dollars (\$9,500,000), but not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000), and an additional fifty (50), but not less than forty (40), new full-time jobs, during the overall Investment Period.

. The Company shall use its best efforts to cause such acquisition as promptly as is, in the Company's sole judgment, practicable.

- (b) Pursuant to Section 12-44-30(13) of the Code, the County hereby confirms that it has approved and granted to the Company an extension of five (5) years beyond the Threshold Date within which the Company may invest additional property in the County to complete the Project and have such additional property treated as Economic Development Property. Furtier, the Company has changed its fiscal year end to December 31, as of January 1, 2019. Accordingly, the overall Investment Period shall end on December 31, 2023, inasmuch as the Company invested in excess of Two Million Five Hundred Thousand Dollars (\$2,500,000) in the Project during the Initial Investment Period.
- (c) The Company shall retain title to the Project, throughout the Term of this Agreement, subject to the Company's rights hereunder to mortgage or encumber the Project as it deems suitable.

SECTION 4.02. Maintenance of Project. The Company at its own expense during the Term of this Agreement will keep and maintain the Project in good operating condition. The Execution Page - Company A

Company will promptly make, or cause to be made, all repairs, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, that are necessary to keep the Project in good and lawful order and in good operating condition (wear and tear from reasonable use excepted) whether or not such repairs are due to any laws, rules, regulations, or ordinances hereafter enacted which involve a change of policy on the part of the government body enacting the same.

SECTION 4.03. Modification of Project.

- (a) As long as no event of default exists hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:
 - (i) The Company may, at its own expense, add to the Project all such real and personal property as the Company in its discretion deems useful or desirable.
 - (ii) In any instance where the Company in its discretion determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County. The Company may sell, lease, or otherwise dispose of any portion of the Land, in which event the Company shall deliver to the County, within 30 days thereafter, a new EXHIBIT "A" to this Agreement.
- (b) No release of Project property effected under the provisions of Section 7.01 or 7.02 hereof or of this Section 4.03 shall entitle the Company to any abatement or diminution of the amounts payable by the Company hereunder except the FILOT payments as specified in Section 5.01(d) hereof.

SECTION 4.04. Records and Reports.

(a) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and as will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including without limitation the reports required by Section 12-44-90 of the Code (collectively, "Filings").

Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company that support the FILOT returns of the Company as may be reasonably necessary to verify the calculations of the FILOT Payments by the Company. For purposes of this Agreement, the term "County Official" shall include the Administrator, Auditor, Assessor or Treasurer of the County.

(b) Notwithstanding any other provision of this Section 4.04, the Company may designate with respect to any Filings delivered to the County segments thereof that the Company believes

Execution Page – Company A

contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

(c) Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents with regard to the Project, while this Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within 30 days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

ARTICLE V

PAYMENTS IN LIEU OF TAXES; FUNDING FOR INFRASTRUCTURE PROJECT

SECTION 5.01. Payments in Lieu of Taxes.

- (a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company shall pay with respect to the Project annually a fee in lieu of taxes (a "FILOT") in the amount calculated as set forth in paragraph (b) below, on or before January 15 of each year commencing on January 15, 2014, and at the places, in the manner, and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes.
- (b) The FILOT Payment due with respect to each property tax year shall equal, to the extent permitted by law, the sum of (i) with respect to any portion of the Project consisting of undeveloped land payment equal to the taxes that would otherwise be due on such undeveloped land were it taxable; (ii) with respect to those portions of the Project (other than undeveloped land) placed in service during the Investment Period, for each of the 30 consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) through (e) below (a "Negotiated FILOT"); and (iii) with respect to increments of the Project constituting Economic Development Property after such 30-year period, a payment equal to the ad valorem taxes that would otherwise be due on such property were it taxable, with appropriate reductions with respect to the property described in clauses (i) and (ii) above, similar to the tax exemption, if any, which would be afforded to the Company if ad valorem taxes were paid, only to the extent permitted by the Act for Economic Development Property. For the purposes of clause (ii) above, there shall be excluded any Released Property and any other portion of the Project which ceases to qualify for a FILOT hereunder or under the Act.

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- (c) i (i) The Negotiated FILOT Payment with respect to any property tax year shall be calculated in accordance with subparagraph (c)(ii) or (c)(iii) below.
- (ii) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on (1) the fair market value of real property (using the original income tax basis for South Carolina income tax purposes without regard to depreciation) and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes), (2) a millage rate, for all taxing entities within whose taxing jurisdiction the Project falls, of the millage rate for the Project site on June 30, 2012, which the Parties hereto believe to be 306.4 mils, and (3) an assessment ratio of 6%. The millage rate and the assessment ratio shall remain fixed for the duration of this Agreement, except as otherwise provided herein. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemption allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.
- (iii) If taxes on real and personal property shall be abolished in the County or in the State, the Company may terminate this Agreement immediately without further obligation.
- (d) Subject, always to the statutory requirement to maintain the minimum statutory investment of \$2,500,000 in the Project in order to maintain the FILOT approved hereby, the FILOT Payments are to be recalculated (i) to reduce such payments in the event the Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code, as provided in Section 4.03, by the amount thereof applicable to the Released Property; provided, however, that any disposal of Released Property need not result in a recalculation of the FILOT Payments unless the Company so elects; or (ii) to increase such payments in the event the Company adds property (other than Replacement Property) to the Project.
- (e) Upon the Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company, such Replacement Property shall become subject to FILOT Payments to the extent permitted by the Act.
- (f) Since the Company invested in excess of the statutory minimum investment of \$2,500,000, total, in the Project and created not less than twenty (20) net, new, full-time jobs at the Project before the Threshold Date,, the Company is not subject to any penalty or "clawback" with regard to the negotiated FILOT; however, the Company is still subject to a potential loss of infrastructure credits under the Infrastructure Financing Agreement (IFA) between the County and the Company of even date(s) with this Agreement, as reflected in such IFA.

(g) Any amounts due to the County under this Section 5.01 by virtue of the retroactive application of Section 5.01(f) hereof shall be paid within 180 days following written notice thereof from the County to the Company.

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

SECTION 6.01. Payment of Administration Expenses. The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 45 days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same.

SECTION 6.02. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments or payments of Administration Expenses hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of ad valorem taxes together with any penalties provided by the Code for late payment of ad valorem taxes or for non-payment of FILOT Payments.

ARTICLE VII

CASUALTY AND CONDEMNATION

SECTION 7.01. Damage and Destruction. If all or any part of the Project shall be lost, stolen, destroyed, or damaged, the Company in its discretion may repair or replace the same. If the Company shall determine to repair or replace the Project, the Company shall forthwith proceed with such rebuilding, repairing, or restoring and shall notify the County upon the completion thereof. The County shall not have any responsibility to complete the work thereof or pay any portion of the costs thereof. The Company shall not by reason of any such damages or destruction or the payment of any costs be entitled to any reimbursement from the County or any abatement or diminution of the amounts payable hereunder.

SECTION 7.02. Condemnation. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken in condemnation or by the exercise of the power of eminent domain, there shall be no abatement or reduction in the payments required by be made by the Company hereunder except as set forth in Section 7.03 hereof. The Company shall promptly notify the County, as to the nature and extent of such taking and, as soon as practicable thereafter, notify the County whether it has elected to restore the Project. If it shall be determined to restore the Project, the Company shall forthwith proceed with such restoration, and shall notify the County, upon the completion thereof.

SECTION 7.03. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, which damage, destruction, loss, theft and/or condemnation would substantially impair the operating ability of the Project or such portion thereof, the parties hereto agree that the FILOT Payments required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if ad valorem taxes were payable with respect to the Project, subject, always, to the requirements of Section 5.01 hereof.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 8.01. Use of Project for Lawful Activities. The Company is hereby granted and shall have the right during the Term of this Agreement to occupy and use the Project for any lawful purpose authorized pursuant to the Act. Insofar as it is practicable under existing conditions from time to time during the Term of this Agreement, the Project shall be used primarily as a manufacturing facility.

SECTION 8.02. Right to Inspect. The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company's books and records pertaining to the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to examine the plans and specifications of the Company with respect to the Project. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall-prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company's trade secrets and proprietary rights. In no way shall this requirement of confidentiality be deemed to apply to or restrict the rights of the United States Government and the State of South Carolina or its political subdivisions in the exercise of their respective sovereign duties and powers.

SECTION 8.03. Limitation of Pecuniary Liability for County. Anything herein to the contrary notwithstanding: (a) the Project gives rise to no pecuniary liability of the County or charge against its general credit or taxing powers; and (b) the County may require as a condition to the participation by it with the Company in any contests or in obtaining any license or permits or other legal approvals a deposit by the Company of such amount as reasonably determined by the County to be appropriate to assure the reimbursement to the County of the costs incurred by it in such participation, with any amount of such deposit in excess of such costs to be returned to the Company; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for mandamus or specific performance or any other remedy available at law or in equity.

SECTION 8.04. Maintenance of Existence. The Company covenants that any alteration of its separate existence, dissolution, consolidation, merger, transfer, or disposition of substantially all Execution Page – Company A

of its assets to any other entity shall be done in accordance and compliance with the Transfer Provisions. The Company may permit one or more other Affiliates to consolidate or merge into it without the consent of the County, provided no default shall have occurred and be continuing at the time of such proposed transaction or would result therefrom.

SECTION 8.05. Indemnification Covenants.

- (a) Company shall and agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, Company further, shall indemnify and save the County harmless against and from all claims arising during the Term from (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Agreement, (iii) any act of Company or any of its agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or subcompany of Company, or of any agents, contractors, servants, employees or licensees of any assignee or subcompany of Company, related to the Project, or (v) any environmental violation, condition, or effect, related to the Project. Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, Company shall defend it in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County.
- (b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding, with counsel reasonably acceptable to the County.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

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<u>SECTION 9.01. Transfers of Interest in Agreement and Economic Development</u>

<u>Property; Financing Arrangements</u>. The Company and the County agree that any transfers of interest in this Agreement or Economic Development Property, and the entering into of any financing arrangement concerning any part of the Project shall be undertaken in compliance with the Transfer Provisions. The County shall not unreasonably object to any transfer of interest taking place hereunder in accordance with the Transfer Provisions

SECTION 9.02. Access. In lieu of and/or in addition to any subleasing by the Company pursuant to Section 9.01, the Company may, without any approval by the County, grant such rights of access to the Project and the buildings thereon as the Company may decide in its sole discretion.

SECTION 9.03. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge that the County's right to receive FILOT Revenues hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Code, and Chapters 4 and 54 of Title 12 of the Code. The County consents and agrees that its rights under this Agreement, except for its rights to receive FILOT Revenues, Administration Expenses and Indemnification, pursuant to Section 8.05, shall, to the extent permitted by law, be subordinate to the rights of the secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional consent or action on the part of the County; provided, however, that the County hereby agrees to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination. The County hereby authorizes the then current County Administrator to execute such agreements, documents, and instruments as necessary therefor.

ARTICLE X

TERM; TERMINATION

SECTION 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

SECTION 10.02. Termination. The Company may terminate this Agreement at any time, in which event the Project may be subject to *ad valorem* taxes from the date of termination.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Execution Page - Company A

<u>SECTION 11.01.</u> Events of <u>Default by Company</u>. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

- (a) if default shall be made in the due and punctual payment of any FILOT Payments or Administration Expenses, which default shall not have been cured within 30 days following receipt of written notice thereof from the County; or
- (b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for 90 days after the County shall have given the Company written notice of such default, the Company shall fail to proceed promptly to cure the same.

SECTION 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

- (i) declare immediately due and payable FILOT Payments or Administration Expenses due hereunder;
- (ii) terminate this Agreement by delivery of written notice to the Company not less than 30 days prior to the termination date specified therein;
- (iii) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project; or
- (iv) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

<u>SECTION 11.03.</u> Application of Moneys Upon Enforcement of Remedies. Any moneys received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; and third, to pay the FILOT (which in turn shall be applied as specified in Section 5.02 hereof).

SECTION 11.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced, and the exercise or the failure to exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing by law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

<u>SECTION 12.02.</u> Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

<u>SECTION 12.03.</u> Notices; <u>Demands</u>; <u>Requests</u>. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to County:

Anderson County, South Carolina Attn: County Administrator Post Office Box 8002 Anderson, South Carolina 29622

(b) As to Company:

Company A	
Attn:	

SECTION 12.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of South Carolina.

SECTION 12.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other as to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other Execution Page – Company A

party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

<u>SECTION 12.06.</u> Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

SECTION 12.07. Headings and Table of Contents: References. The headings of the Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or subdivisions of this Agreement are references to the designated Articles or Sections or subdivisions of this Agreement.

<u>SECTION 12.08. Multiple Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Facsimile signatures may be relied upon as if originals.

SECTION 12.09. Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the FILOT Simplification Act, this Agreement may be amended, or the rights and interests of the parties hereunder surrendered, only by a writing signed by both parties.

SECTION 12.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in writing signed by the waiving party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

			FOR ANDERSON COUNTY:	
			Tommy Dunn, Chairman Anderson County Council	
(SEAL)	•			
ATTEST:	,	mg s		

Lacey Croegaert

Anderson County Clerk to Council

COMPANY A

BY:			
ITS:			
COM	PANY B	•	
BY:			
ITS:			
COM	PANY C		
BY:			
ITC.	**	* * * * * * * * * * * * * * * * * * *	

EXHIBIT "A"

LAND DESCRIPTION

To be provided by Company A, if, when and as applicable.

- C.

AMENDED AND RESTATED INFRASTRUCTURE FINANCING AGREEMENT As amended as of April 1, 2020

THIS AMENDED AND RESTATED INFRASTRUCTURE FINANCING AGREEMENT (the "Agreement"), dated as of December 1, 2012, and amended as of April 1, 2020 (the "Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and Company A, a corporation authorized to do business in South Carolina, and Company B and Company C, companies authorized to do business in South Carolina (collectively, the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (the "Code"), to provide special source revenue credits payable solely from revenues of the County derived from payments in-lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, and sections 4-1-170 and 4-29-68 of the Code for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of July 17, 2012 (the "Inducement Agreement"), the Company committed to expand by construction and purchase, certain manufacturing facilities in the County, including paying a portion of the cost of certain taxable infrastructure of the County serving the expansion; and

WHEREAS, as of December 17, 2019, the Company committed to further expand, by construction and purchase, those manufacturing facilities, beginning in 2020, by entering into a new Inducement Agreement (the "2020 Inducement Agreement"), which calls for an additional Nine Million Five Hundred Thousand Dollars (\$9,500,500)(but not less than Seven Million Five Hundred Thousand Dollars (\$7,500,500) and the creation of an additional fifty (50) new, full time jobs (the "2020 Project) in the Project by the end of December 2023; and

WHEREAS, the County and Clarendon County, South Carolina have established a joint county industrial and business park (the "Clarendon Park"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code, which Park will expire in 2014; and

WHEREAS, the County has committed to placing the Project (as defined herein) and other property of the Company at the Project site, into another existing or to-be-created joint county industrial and business park ("Park"), automatically and immediately upon the expiration of the Clarendon Park, so that the Project and other property of the Company at the Project site

shall be in a Park, without interruption, to the extent required by the County's contractual commitments to the Company; and

WHEREAS, the property on which the Project is located is or will be included within the Clarendon Park, and, without interruption, then in the Park; and

WHEREAS, pursuant to the provisions of the Park Agreement (as defined herein), the owners of all property located within the Park are obligated to make or cause to be made payments-in-lieu of tax to the County, which such payments-in-lieu of tax are to be distributed according to the Clarendon Park Agreement to Clarendon County and Anderson County, and to the Park Agreement to the partner County and to Anderson County, in the total amount equivalent to the *ad valorem* property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and

WHEREAS, pursuant to and as explained in the Inducement Agreement, the County agreed to provide special source revenue credits to reimburse the Company for a portion of the Company's costs of eligible and qualifying Infrastructure (as defined herein) for the Project by means of providing a credit of up to forty percent (40%) against the Net Fee Payments (as defined herein) paid by the Company on behalf of the Project property owned by the Company for a period of up to twenty (20) years, if the Company creates at least twenty (20) net, new Full Time Jobs at the Project site within five (5) years of the end of the tax year in which this Agreement is executed provided, however, that in the event the Company fails to create at least twenty (20) net, new Full Time Jobs (over the number of Baseline Jobs as defined herein) by the end of the Initial Investment Period (as defined herein), the Infrastructure Credit provided to the Company shall change to twenty percent (20%) for the remainder of the twenty (20) year period during which the Infrastructure Credits are due; and

WHEREAS, by Ordinance No. 2012-38, duly enacted by the County Council on November 20, 2012, following a public hearing conducted on October 16, 2012, in compliance with the terms of the Act (as defined herein), the County Council of the County duly authorized execution and delivery of the 2012 Infrastructure Financing Agreement (the "2012 IFA") Agreement; and

WHEREAS, the County, by and through its ordinance 2020-009 has authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the

context otherwise requires, words importing the singular number shall include the plural number and vice versa.

"2012 Infrastructure Credits" shall mean the Infrastructure Credits or Credits established under the original Infrastructure Financing Agreement, dated as of December 1, 2012.

"2020 Ordinance" shall mean Ordinance No. 2020-___enacted by the County Council of the County on ____, 2020, authorizing the execution and delivery of this Agreement.

"2020 Project" shall mean the Company's acquisition by construction or purchase of certain machinery and equipment and other personal property for manufacturing operations within the County, which were placed in service between January 1, 2020 and December 31, 2023.

"Act" shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina 1976, as amended, and all future acts amendatory thereof.

"Agreement" shall mean this Infrastructure Financing Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Baseline Jobs" shall mean the number of Full-Time Jobs at the Company's facilities at the Project site in the County on the first business day of 2012, which is _____.

"Clarendon Park" shall mean the Joint County Industrial and Business Park established by the County and Clarendon County pursuant to the terms of the Clarendon Park Agreement.

"Clarendon Park Agreement" shall mean the joint county industrial and business park agreement entered into by Anderson County and Clarendon County, South Carolina, as from time to time amended.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended.

"Company" shall mean, collectively, Company A, a corporation duly authorized to do business in South Carolina, and its successors and assigns, and Company B and Company C, each a company duly authorized to do business in South Carolina.

"Cost" or "Cost of the Infrastructure" shall mean, to the extent permitted by the Act, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for real property, labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the costs of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which costs are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or

reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs of any kind which may be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure. In the 2012 Project, the cost of the Infrastructure was agreed to be \$800,000. In the 2020 Project, there is no set cost of the Infrastructure.

"County" shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"County Council" shall mean the County Council of the County.

"Event of Default" shall mean, with reference to this Agreement, the occurrence described in Section 6.01 hereof.

"Fee Payments" shall mean payments-in-lieu of taxes made by the Company with respect to the Project, if not subject to a negotiated fee-in-lieu of tax or other property tax abatement, owned by the Company by virtue of their location in the Park, as such parcels are described in Anderson County Ordinances 2012-38 and 2020-_____.

"Indemnified Parties" shall mean holding harmless the County, including the County Council, and the employees, officers and agents of the County against and from all claims by or on behalf of any person, firm or company arising from the conduct or management of, or from any work or thing done to the personal property portions of the Project, during the term of the Agreement, other than proximately caused by the gross negligence or willful misconduct of the County and its agents and employees.

"Infrastructure" shall mean, to the extent permitted by the Act, with respect to the Project, (i) land purchase and grading, (ii) the buildings, roads, water and sewer facilities and other utilities serving the Project (to the extent not paid for with state, local or federal grants), (iii) all land, improvements, and fixtures attached to and so related to any of the property described in the foregoing clauses as to be considered an integral part of such property; and (iv) personal property of the Company used in the Company's manufacturing processes, to the extent eligible under the Act, placed in service during the first two months of 2012, and not subject to other property tax abatement.

"Infrastructure Credit" or "Credit" shall mean the special source revenue credit(s) in the amount set forth in Section 3.02 hereof against the Company's Net Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

"Multi-County Fee" shall mean the fee payable by the County to Clarendon County, South Carolina, pursuant to the Clarendon Park Agreement and then to the partner county, pursuant to the Park Agreement.

"Net Fee Payments" shall mean the Fee Payments retained by the County after payment of the Multi-County Fee.

"Ordinance" shall mean Ordinance No. 2012-___enacted by the County Council of the County on November 20, 2012, authorizing the execution and delivery of this Agreement.

"Park" shall mean the Joint County Industrial and Business Park established by the County and an adjacent county pursuant to the terms of the Park Agreement.

"Park Agreement" shall mean the joint county industrial and business park agreement entered into by and between the County and an adjacent county, as from time to time amended.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"Project", for purposes of this Agreement, only, shall mean the Company's acquisition by construction or purchase of certain machinery and equipment and other personal property for manufacturing operations within the County, which are subject to ordinary taxes and are not subject to a negotiated fee-in-lieu of tax or other property tax abatement, and which were placed in service during the first two months of 2012. The original Project amounted to \$800,000 of taxable investment.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council of the County, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.
- (b) The County proposes to reimburse the Company or itself for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.
- (c) To the best of its knowledge, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.
- (d) To the best of its knowledge, the authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, wll not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree or order, or any provision of the South Carolina Constitution or laws of the State relating

to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

- (e) The execution and delivery of this Agreement, the enactment of the Ordinance, and the performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under, the provisions of (i) the Constitution of the State of South Carolina or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is not, to the County's knowledge, any action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby, or wherein an unfavorable decision, ruling or finding would adversely affect the enforceability, of this Agreement or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.
- <u>Section 2.02.</u> Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:
- (a) The Company is in good standing, under the laws of the State of South Carolina, has the power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.
- (b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material-breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.
- (d) The provision of the Infrastructure Credit to reimburse the Company for a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

SECTION 2.03. Covenants of the County.

- (a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.
- (b) The County covenants that it shall use its best efforts and at the sole expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State or any other political subdivision of the State.

SECTION 2.04 Covenants of the Company.

- (a) Pursuant to the Inducement Agreement, the Company shall invest approximately Eight Hundred Thousand Dollars (\$800,000) in the Project, in addition to investing some \$2.5 Million in new investment under a new, negotiated fee-in-lieu of tax arrangement with the County at the Project Site, and shall create not less than twenty (20) new Full-Time Jobs, all within five (5) years of the end of the tax year in which this Agreement was executed (i.e., by February 28, 2018). In addition, the Company shall invest an additional Nine Million Five Hundred Thousand Dollars (\$9,500,000), but not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000), and create an additional fifty (50), but not less than forty (40), new full time jobs in the 2020 Project.
- The Company shall hold harmless Indemnified Parties (as defined herein) against and from all claims by or on behalf of any person, firm or company arising from the conduct or management of, or from any work or thing done on the Project, during the term of the Agreement, except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties. The Company shall further indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of the Agreement directly from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Agreement, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, involving the Project, (iv) any act of any assignee or sublessee of the Company or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company involving the Project, or (v) any environmental violation, condition, or effect on, upon or caused by the Project except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties. The Company, as to the Project, shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties and upon notice from an Indemnified Party, the Company, respectively, shall

defend it in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the County.

Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company, as to the Project, shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or company, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company, as to the Project, shall defend them in any such action or proceeding with legal counsel reasonably acceptable to the County.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after closing which the County and Company are requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

- (c) he Company shall pay the reasonable and necessary expenses, including the ordinary and reasonable attorney's fees, incurred by the County with respect to the Project and this Agreement; provided, however, that no such expense shall be considered owed by the Company unless and until the County furnishes to the Company a statement or invoice in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expenses or stating the basis on which the expense has been or will be computed.
- (d) The Company will provide sufficient information to the County legal and economic development staff, including, without limitation, copies of property tax filings made by the Company to the S.C. Department of Revenue with regard to the Project and the Company's other property in the Park, to allow County staff to verify the company's investment, jobs creation, and credits received hereunder, annually. Further, the Company will reasonably cooperate with County in performing such verification. In return, whenever such filings or cooperation involve the use of confidential, proprietary, or business secret information which can be lawfully exempted from public disclosure, and the Company identifies such information to the County, the County will reasonably cooperate with the Company to restrict disclosure of such filings or information to just that which is legally required to be disclosed.

ARTICLE III

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INFRASTRUCTURE CREDIT

SECTION 3.01. Payment of Cost of Infrastructure. The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that,

as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credit received by the Company. The Company agrees to complete the acquisition and construction of the Infrastructure (other than that being constructed or paid for by the County) pursuant to the plans and specifications approved by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Special Source Revenue Credits.

- (a) As reimbursement for the Company's investment in the Infrastructure, commencing with the first Fee Payment by the Company due with respect to the Project in the Clarendon Park or the Park, and continuing for up to nineteen (19) consecutive annual Fee Payments thereafter (for a total of up to twenty (20) annual Fee Payments), the County shall hereby provide an Infrastructure Credit of up to forty percent (40%) of the Net Fee Payments made by the Company with respect to that portion of the Project, which is subject to a 10.5% assessment ratio and is not already receiving either the manufacturing abatement under Section 12-37-220 of the Code, an existing infrastructure credit, or a negotiated FILOT arrangement under Section 4-29-67, Section 4-12-10, et. seq. or Section 12-44-10 et. seq., South Carolina Code, 1976, as amended.
- (b) The foregoing notwithstanding, the 2012 Infrastructure Credits provided for under this Agreement shall be subject to the following limitations and requirements: (1) If the Company fails to create at least twenty (20) new Full Time jobs (over the number of Baseline Jobs) by the end of the Initial Investment Period, the Infrastructure Credit provided to the Company shall change to twenty percent (20%) for the remainder of the twenty (20) year period during which the Infrastructure Credit is due, (2) as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credit received by the Company, (3) the Company shall not claim total or partial abatement of ad valorem property taxes as to any property for which an Infrastructure Credit is given, and (4) once the Company has realized and received the Infrastructure Credit for a total of twenty (20) consecutive annual fee payments, the Infrastructure Credit provided hereunder shall end.
- (c) In addition to the original infrastructure credit described in Section (a) above, the Company can also qualify for an infrastructure credit for the 2020 Project, granting the Companies a forty percent (40%) credit against FILOT payments for the 2020 Project property in the Park (all as defined herein), for the first five (5) years that such payments are made, and a twenty five percent (25%) credit for the next five years (years 6 through 10) of such FILOT payments) if the Companies create an anticipated fifty (50), but not less than forty (40), new full-time jobs and invest an expected Nine Million Five Hundred Thousand Dollars (\$9,500,000), but not less than Seven Million Five Hundred Thousand Dollars ((\$7,500,000), in the 2020 Project in the Park by the end of 2024 (**Note**: The end of the qualifying period for these credits (the end of 2024) intentionally is not the same as the end of the 2020 Project Investment Period (which is December 31, 2023). Should the Companies not create at least forty (40) new full-time jobs and invest at least \$7.5 Million in the 2020 Project by the end of 2024, then the credit provided

herein for the second 5 years of such payments (years 6 through 10) of the 2020 Project will change from twenty five percent (25%) to ten percent (10%) for the remainder of the ten year period during which credits are due. If the Companies subsequently meet both the investment and jobs creation requirements stated in this section by the end of 2025, the credits authorized herein shall return to twenty five percent (25%) for the remainder of the ten year period during which credits are due, but credits already reduced will not be made up. The Companies agree, among other things, not to claim total or partial abatement of ad valorem property taxes as to any property for which an Infrastructure Credit for the 2020 Project is given.

THIS AGREEMENT AND THE INFRASTRUCTURE CREDIT PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

- (c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Net Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Net Fee Payments.
- (d) As set forth in Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Infrastructure Credit is used as payment for Infrastructure personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the twenty (20) year term of the original 2012 Infrastructure Credit or the ten (10) year term of the Infrastructure Credit for the 2020 Project, the amount of the fee in lieu of taxes due on such personal property for the year in which the personal property was removed from the Project also shall be due for two years immediately following the removal. If Infrastructure personal property is removed from the Project but is replaced with qualifying replacement property, then the Infrastructure personal property will not be considered to have been removed from the property.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT;

TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company (a) a copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and (b) such additional certificates (including appropriate nolitigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfer of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law and the provisions of the Inducement Agreement, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide the Infrastructure Credit to the Company's assignee of such payments under this Agreement, provided (a) such assignee continues to make Fee Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Company, and (b) such assignment is consummated in accordance with the provisions of the Inducement Agreement.

SECTION 4.03 Assignment by County. The County shall not attempt to assign, transfer, or convey its obligation to provide the Infrastructure Credit provided for hereunder to any other Person.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or Company hall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County or Company, respectively, to be performed, which failure shall continue for a period of thirty (30) days after written notice by the other party specifying the failure and requesting that it be remedied is given to the County or Company, respectively, by first-class mail, the County or Company, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Legal Proceedings by County or Company. Upon the happening and continuance of an Event of Default, then and in every such case the County or Company in its discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the other party to carry out any agreements with or for its benefit and to perform the County's or Company's, respectively, duties under the Act and this Agreement;
 - (b) bring suit upon this Agreement;

(c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or Company is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article VI to the County or Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County or Company, shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County or Company, from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County or Company, shall be transferred.

SECTION 6.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credit shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Infrastructure Credit is held to be illegal or invalid, to the extent permitted by law and at the expense of the Company, the County agrees to issue a special source revenue bond in place of the Infrastructure Credit provided for herein, such special source revenue bond to provide for the same economic benefit to the Company which would otherwise be enjoyed by the Company for the duration of the Infrastructure Credit.

SECTION 6.04 No Liability for Personnel of County or Company.

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body, or of the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Agreement or the Infrastructure Credit or be subject to any personal liability or accountability by reason of the issuance thereof.

<u>SECTION 6.05</u> <u>Notices.</u> All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

As to the County:

Anderson County, South Carolina Attn: County Administrator P. O. Box 8002 Anderson, South Carolina 29622

As to th	e Comp	any:	
			 _

The County and the Company may, by notice given as provided by this Section 7.05, designate any further or different address to which subsequent notices, certificates, requests or other communications shall be sent.

<u>SECTION 6.06.</u> Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

<u>SECTION 6.07.</u> Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

<u>SECTION 6.08.</u> Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

<u>SECTION 6.10.</u> Conflict Between Transactional Documents. To the extent of any conflict between this Agreement and the Inducement Agreement, this Agreement shall control.

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and Interim County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the Company has caused this Agreement to be executed by its authorized officer, all as of the day and year first above written.

	the second control of
	FOR ANDERSON COUNTY:
•	Tommy Dunn, Chairman Anderson County Council
	Rusty Burns Anderson County Administrator
(SEAL)	
ATTEST:	
Lacey Croegaert Anderson County Clerk to Council	

Company A
By:
Its:
Company B
By:
Its:
Company C
By:
Its:

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee in Lieu of Tax Agreement, effective as of December 1, 2012 ("Fee Agreement"), between Anderson County, South Carolina ("County") and Company A and Company B. (collectively, "Company").

1. Joinder to Fee Agreement.

Company C hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement except the following: [None]; (b) acknowledges and agrees that (i) in accordance with the Act, the undersigned has been designated as a sponsor affiliate by the Company for purposes of the Project and that designation has been consented to by the County according to the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a sponsor affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned has all of the rights and obligations of the Company as set forth in the Fee Agreement. The Company, by execution hereof, requests and consents to the addition of Company C to the Fee Agreement as a sponsor affiliate under the Act.

2. <u>Capitalized Terms</u>.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

4. Notice.

Notices under Section 12.03 of the Fee Agreement shall be sent to:

Company A/B/C

Date	Name of Eritity: Company C
	Ву:
	Its:
a Sponsor Affiliate.	
Date	Name of Entity: Company A
Date	D
Date	

IN WITNESS WHEREOF, the County consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

ANI	DERSON	COUNTY	, SOUTI	H CAROL	INA
By:	<u>-</u>	711.7			

ORDINANCE NO.: 2020-011

AN ORDINANCE DECLARING A MORATORIUM FOR SIX (6) MONTHS ON THE ISSUANCE OF APPROVALS OF DEVELOPMENT PERMITS FOR RECREATIONAL VEHICLES ("RV") PARKS AND TINY HOME SUBDIVISIONS IN ANDERSON COUNTY TO ALLOW FOR DEVELOPMENT OF REVISED STANDARDS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County Council finds that there is growing interest in "tiny home" residential structures;

WHEREAS, Anderson County Council is aware that tiny-home subdivisions proposed in Anderson County are reviewed under the land development standards for RV Parks.

WHEREAS, Anderson County Council finds that a clearer definition and approval process is needed for tiny homes, tiny homes subdivision development, and RV Parks in Anderson County in order to better protect the public health, safety, and welfare of the citizens of Anderson County, along with improved design for these unique developments;

WHEREAS, Anderson County Council desires a reasonable time within which to develop amendments to land use regulations and the zoning ordinance to establish, clarify, and update minimum standards for tiny home developments and RV Parks.

NOW, THEREFORE, be it ordained by Anderson County Council in meeting duly assembled that:

- 1. Anderson County Council hereby declares a moratorium on the issuance of development permits, including preliminary plat approval, for tiny home subdivisions and RV Parks. This moratorium shall remain in effect for six months, unless Anderson County Council adopts amendments to the Anderson County land use regulations and the zoning ordinance addressing standards and conditions for tiny house subdivisions and RV parks at an earlier date.
- 2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
- 3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
- 4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
- 5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

ORDAINED in meeting duly assembled this day of, 2020.			
ATTEST:	FOR ANDERSON COUNTY:		
Rusty Burns Anderson County Administrator	Tommy Dunn, Chairman Anderson County Council		
Lacey A. Croegaert Anderson County Clerk to Council			
APPROVED AS TO FORM:			
Leon C. Harmon Anderson County Attorney			
1 st Reading:			
2 nd Reading:			
3 rd Reading:			
Public Hearing:			

RESOLUTION #R2020-011

A RESOLUTION SUPPORTING LOCAL PARTICIPATION IN THE 2020 CENSUS AND OTHER MATTERS RELATED THERETO.

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, the amount of federal money Anderson County receives is determined, in part, on census data; and

WHEREAS, census data also helps determine how many seats each state will have in the U.S. House of Representatives and is used in the redistricting of state legislatures, county councils, and city councils; and

WHEREAS, the decennial census is a huge undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

WHEREAS, the U.S. Census Bureau is facing several challenges with the 2020 Census, which include declining response rates, technological change, and fiscal constraints, thus support from local government is critical; and

WHEREAS, Anderson County, in partnership with other local governments, the State, businesses, and community organizations, is committed to ensuring every resident is counted;

THEREFORE, it is resolved by the Anderson County Council:

That our community recognizes the importance of the 2020 Census and supports participation in helping to ensure a complete, fair, and accurate count.

RESOLVED in meeting duly assembled this 13th day of May 2020.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman County Council	Craig Wooten District One	Gracie S. Floyd District Two
Ray Graham	Brett Sanders	Jimmy Davis
District Three	District Four ATTEST:	District Six
M. Cindy Wilson	Rusty Burns	Lacey Croegaert
District Seven	County Administrator	Clerk to Council

RESOLUTION NO. R2020-012

A RESOLUTION OF THE ANDERSON COUNTY COUNCIL TO REQUEST THE ASSISTANCE AND COOPERATION OF THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL ("DHEC") IN REREQUIRING ADDITIONAL TESTING AND REMEDIATION AT THE SITE OF THE KINDER MORGAN PLANTATION PIPELINE RELEASE NEAR BELTON, SOUTH CAROLINA TO MORE EXPEDITIOUSLY ADDRESS THE CLEAN-UP OF THE RELEASE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, a release of petroleum products from the Kinder Morgan Plantation Pipeline was discovered in 2014 in the vicinity of Lewis Road near the Brown's Creek crossing;

WHEREAS, the Plantation Pipeline rupture resulted in the release of a reported 369,000 gallons of primarily gasoline petroleum product;

WHEREAS, the release has the potential to impact surface water in Brown's Creek and Cupboard Creek, both within the Savannah River basin;

WHEREAS, the Fourth Quarter 2019 sampling data indicates elevated benzene and MTBE above previous monitoring events in multiple monitoring wells in the area of the release, particularly in bedrock wells; and

WHEREAS, the Fourth Quarter 2019 sampling data demonstrates that the current remediation efforts are not effectively controlling or eliminating the petroleum contamination at the site and that the extent of the contamination plume remains undefined.

NOW THEREFORE, be it resolved in meeting duly assembled that:

1. The Anderson County Council requests the assistance of DHEC in requiring Kinder Morgan to take further action to fully define the containment plume and to expeditiously install additional remedial techniques to enhance removal of contaminant constituents in order to restore and protect the environment in the area of impact of the petroleum release.

- 2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
- 3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
 - This resolution shall take effect and be in force immediately upon enactment.
 RESOLVED this 13th day of May, 2020, in meeting duly assembled.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman	Craig Wooten	Gracie S. Floyd
County Council	District One	District Two
Ray Graham District Three	Brett Sanders District Four ATTEST:	Jimmy Davis District Six
M. Cindy Wilson	Rusty Burns	Lacey Croegaert
District Seven	County Administrator	Clerk to Council

RESOLUTION NO. R2020-013

A RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATE OF WAIVER PURSUANT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR ANDERSON REGIONAL AIRPORT INDUSTRIAL AIR PARK REGARDING THE SALE OF A PARCEL WITHIN THE AIR PARK BY LAKESHORE LEASING, INC. TO P.R.T.R., LLC FOR PROJECT WESTWIND, AND OTHER MATTERS RELATED THERETO.

WHEREAS, P.R.T.R., LLC (Purchaser) and Lakeshore Leasing, Inc. (Seller) have entered into a contract for purchase of a tract containing 12.00 acres more or less, TMS No. 097-00-04-019 located within the Anderson Regional Airport Industrial Air Park;

WHEREAS, the tract is subject to the "Declaration of Covenants, Conditions, Restrictions and Easements for Anderson Regional Airport Industrial Air Park" recorded in Book 3948 at Page 00271 in the Register of Deeds Office for Anderson County and Anderson County, a body politic and corporate, is the "Developer" of the Air Park; and

WHEREAS, P.R.T.R., LLC seeks to purchase the tract for an economic development project.

NOW, THEREFORE, be it resolved by Anderson County Council in meeting duly assembled that:

- 1. Anderson County Council hereby authorizes the execution of a Certificate of Waiver, attached hereto as Exhibit A, in order to facilitate the acquisition of a tract within the Anderson Regional Airport Industrial Air Park by Project Westwind for an economic development project.
- 2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

- 3 Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
 - 4. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 13th day of May, 2020, in meeting duly assembled.

ATTEST:	FOR ANDERSON COUNTY:
Rusty Burns Anderson County Administrator	Tommy Dunn, Chairman Anderson County Council
Lacey A. Croegaert Anderson County Clerk to Council	
APPROVED AS TO FORM:	
Leon C. Harmon Anderson County Attorney	

EXHIBIT A

STATE OF SOUTH CAROLINA)	CERTIFICATE OF WAIVER
)	
COUNTY OF ANDERSON)	

WHEREAS, P.R.T.R., LLC (Purchaser) and Lakeshore Leasing, Inc., (Seller) have entered into a Contract for purchase of a tract containing 12.00 acres more or less, TMS: 097-00-04-019; and

WHEREAS, said tract is located within the Anderson Regional Airport Industrial Air Park and is subject to the "Declaration of Covenants, Conditions, Restrictions, and Easements for Anderson Regional Airport Industrial Air Park" recorded in Book 3948 at Page 00271 in the Register of Deeds Office, and Anderson County, a body politic and corporate is the "Developer";

NOW, THEREFORE, in order to induce and permit the purchase of the above described property, Anderson County (Developer), hereby provides the following waiver of rights:

- 1. "The Developer waives any right to repurchase as set forth in Section 3.19 of the Declaration of Covenants as to the tract proposed to be sold to P.R.T.R., LLC.
- 2. "The Developer" further consents to the transfer of the subject property from Lakeshore Leasing, Inc. to P.R.T.R., LLC and waives any right of Developer as set forth in Article 6, Section 6.01 and 6.01 (b), Developer's Right of First Refusal.

Anderson County, South Carolina

Witness:	
Witness:	Tommy Dunn, Chairman Anderson County Council
	Date:

EXHIBIT A

STATE OF SOUTH CAROLINA COUNTY OF ANDERSON) ACKNOWLEDGEMENT)
,	e for the State of South Carolina, do hereby certify that ounty Council personally appeared bore me this day and oregoing instrument.
Witness my hand and seal this	day of May, 2020.
	NOTARY PUBLIC FOR SOUTH CAROLINA My Commission Expires:

THIS CERTIFICATE IS DELIVERED IN ACCORDANCE WITH THE AUTHORITY SET FORTH IN THE DECLARATION OF COVENANTS, CONSITIONS, RESTRICTIONS AND EASEMENTS FOR ANDERSON REGIONAL AIRPORT AS SET FORTH IN THE DOCUMENT OF RECORD IN THE REGISTER OF DEEDS FOR ANDERSON COUNTY IN DEED BOOK 3948 AT PAGE 00271

RESOLUTION NO. R2020-014

A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY ANDERSON COUNTY, SOUTH CAROLINA OF A FEE IN LIEU OF TAX AGREEMENT WITH PROJECT WESTWIND WITH RESPECT TO AN INDUSTRIAL PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT WESTWIND WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Anderson 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 Title 12, Chapter 44 (the "FILOT Act"), Title 4, Chapter 1 (the "Multi-County Park Act"), Code of Laws of South Carolina 1976, as amended (the "Code"), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as "projects" in the FILOT Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of 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 and business development of the State of South Carolina (the "State") will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, "Infrastructure"); through all such powers, the industrial development of the State will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, Project Westwind (the "Company") has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute the proposed manufacturing/distribution facility in the County (collectively, the "Project"), which will result in expected investment by the Company in the Project of at least \$2,800,000 in real and personal property by December 31 of the fifth year after the first year which any portion of the Project is first placed in service (the "Initial Investment Period");

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and infrastructure credit incentives with respect to the Project;

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act;

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the "Multi-County Park Authority"), the County intends to place the site on which the Project will be located in a multi-county industrial and business park (a "Park") established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the "Park Agreement"), if not already located in such a Park; and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development and welfare, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of a FILOT Agreement (as defined below) on the terms and conditions hereinafter set forth.

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

Section 1. Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council (and the partner county in connection with the Park Agreement), and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the FILOT Act, there is hereby authorized to be executed a fee in lieu of tax agreement (the "FILOT Agreement") between the Company and the County. The FILOT Agreement shall provide during its term a fixed assessment ratio of 6% for Project property and a fixed millage rate for Project property for FILOT purposes at the cumulative property tax millage rate levied on behalf of all taxing entities within which the Project is located as of June 30, 2020. Payments in 1ieu of taxes made pursuant to the FILOT Agreement shall continue for thirty (30) years from the date the Project property is placed in service pursuant to the FILOT Act.

Section 2. Pursuant to the Multi-County Park Act, the County Council will use its best efforts to cause or continue to cause the site of the Project to be located in a Park. Pursuant to

Section 4-1-175 of the Multi-County Park Act, and for the purpose of providing reimbursement to the Company for certain qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, the FILOT Agreement shall provide for a special source tax credit ("Special Source Revenue Credits") against payments in lieu of taxes in the follow amounts: (i) a ninety percent (90%) Special Source Revenue Credit against the payments in lieu of taxes for the first five (5) years that such payments in lieu of taxes are made by the Company, (ii) a sixty percent (60%) Special Source Revenue Credit against the payments in lieu of taxes for the next succeeding five (5) years that such payments in lieu of taxes are made by the Company, and (iii) a fifty percent (50%) Special Source Revenue Credit against the payments in lieu of taxes for the remaining ten (10) years that such payments in lieu of taxes are made by the Company.

- Section 3. The County hereby agrees to pre-approve, approve and consent to a five (5) year extension to the initial five (5) year investment period set forth in the FILOT Act (the "Extended Investment Period"), provided the Company's total new investment in the Project at the end of the Initial Investment Period is in excess of \$2,800,000. Accordingly, to the extent the Company makes new investment in excess of \$2,800,000 in the Project during the Initial Investment Period, the Company shall be entitled to make FILOT payments in the manner described above for those phases of the Project placed in service during the Initial Investment Period and the Extended Investment Period.
- Section 4. The provisions, terms and conditions of the FILOT Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this resolution.
- Section 5. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.
- Section 6. The authorization of the execution and delivery of the documents related to the FILOT Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.
- Section 7. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act, and the County Council identifies and reflects the Project by this inducement resolution, therefore permitting expenditures made in connection with the Project to qualify as economic development property, subject to the terms and conditions of the FILOT Agreement and the FILOT Act.

ATTEST:	FOR ANDERSON COUNTY:
Rusty Burns Anderson County Administrator	Tommy Dunn, Chairman Anderson County Council
Lacey Croegaert Anderson County Clerk to Council	
APPROVED AS TO FORM:	

Done in meeting duly assembled this 13th day of May, 2020.

Leon C. Harmon

Anderson County Attorney

RESOLUTION R2020-015

A RESOLUTION AUTHORIZING CONTINUING APPROPRIATIONS FOR FISCAL YEAR 2019-2020 UNTIL SUCH TIME THAT THE 2020-2021 FISCAL YEAR BUDGET ORDINANCE IS DULY ENACTED; AND OTHER MATTERS RELATED THERETO

WHEREAS, Anderson County Council enacted Ordinance No. 2019-017 providing for the capital and operating budgets of Anderson County for the 2019-2020 fiscal year;

WHEREAS, considering the impact of the COVID-19 pandemic upon the State of South Carolina and subdivisions of local government, it is critical that time be afforded the Anderson County Council to ascertain the necessary collection and allocation of funds for the operation of Anderson County for fiscal year 2020-2021;

WHEREAS, Anderson County Council has authority to enact a continuing resolution in order to leave the 2019-2020 Budget Ordinance in place until such time as the 2020-2021 fiscal year Budget Ordinance can be duly enacted by County Council;

WHEREAS, Anderson County Council desires to ensure that all governmental services provided by Anderson County in order to provide for the health, safety and well being of Anderson County's citizens continue in an orderly and uninterrupted fashion until such time that the fiscal year 2020-2021 Budget Ordinance can be duly enacted by Anderson County Council;

WHEREAS, to that end, Anderson County Council desires to put in place this continuing resolution leaving all appropriations in place until such time as the 2020-2021 Budget Ordinance is duly enacted.

NOW, THEREFORE, BE IT RESOLVED BY THE ANDERSON COUNTY COUNCIL, in meeting duly assembled that:

- 1. Such amounts as may be necessary, provided for in Ordinance No. 2019-017, are hereby appropriated for the several departments, agencies, offices and other organizational units, including Elected Officials, of Anderson County for the fiscal year 2020-2021 until the <u>earnier</u> of such time that County Council duly enacts the Anderson County Fiscal Year 2020-2021 Budget Ordinance, or such time that this Resolution expires in accordance with Section 2-38(c)(3) of the Code of Ordinances, Anderson County, South Carolina.
- 2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
- 3. Should any part or portion of this Resolution be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

4.	This Resolution enactment.	shall	take effect	and	be in	force	immediately	upon
RESOLVED i	in meeting duly ass	semble	ed this 13 th c	lay of l	May, 20	020.		
ATTEST:								
Rusty Burns Anderson County Ad	ministrator				nn, Cha County		il	
Lacey Croegaert								
Anderson County Cle	erk to Council							
APPROVED AS TO	FORM:							
Leon C, Harmon Anderson County Att	orney							

Steve Newton

From: Steve Newton

Sent: Thursday, March 12, 2020 4:36 PM

To: Lacey A. Croegaert

Cc: Rusty Burns; Matthew Schell; Judy Shelato; Rita Davis

Subject: Agenda Backup Item- Undiscovered SC Grant

Attachments: Approval Letter- SCPRT- Green Pond.pdf; Project Scope and Budget.docx

Lacey,

Attached please find an approval letter and project scope/budget for an Undiscovered SC grant award at Green Pond Landing. SCPRT is offering us \$103,000 to go towards several bid alternates that were part of the bid for the current work at GPL but were not awarded due to lack of available funds.

The \$103,000 grant will be matched by \$108,458.10 in county funding and will let us award these bid alternates to the contractor.

Time is of the essence here—the clock is ticking on how much longer the contractor will hold his original bid prices.

Steve Newton Governmental Affairs Director Anderson County Administrator's Office (864) 260-1010



South Carolina Department of Parks, Recreation & Tourism

Henry McMaster Governor Duane N. Parrish Director

March 9, 2020

Ms. Judy Shelato, Special Projects Manager Anderson County Post Office Box 8002 Anderson, South Carolina 29622-8002

Re: 2019 Undiscovered SC Grant

Green Pond Landing Improvements - 2019-015

Dear Ms. Shelato:

The South Carolina Department of Parks, Recreation & Tourism is pleased to inform you that your application for a \$103,000 Undiscovered SC grant for the Green Pond Landing Improvements has been approved for funding, pending the execution of a Grant Award Agreement. Debbie Jordan of our staff will be contacting you to set up a meeting to sign your grant award and go over the grant procedures.

Congratulations on being awarded this grant! As always, it is a pleasure to work with you to enhance the economic benefits of tourism in our state.

Sincerely,

Duane Parrish

Director

cc:

County Legislative Delegation

Dune Parish

UNDISCOVERED SC GRANT- PROJECT SCOPE AND BUDGET

Scope of Work:

All costs have been determined by figures submitted by the contractor for Phase II in response to bid alternates solicited in the original bid package. The contractor has agreed to hold their prices for the desired bid alternates until we receive notification as to whether or not we have received a grant award from Undiscovered SC. PLEASE NOTE: 1) we anticipate a construction period of no more than four months, as all plans, permits, and approvals are completed; 2) all funds not provided by the Undiscovered SC program will be provided by Anderson County.

Alternate B Scope: Boat trailer parking ADA ramp and adjacent sidewalk, remove and re-install curbing and install catch basin flume along exit drive, install exit drive widening asphalt section; relocate, widen (approx. 93CY fill), grade, curb and pave restroom access drive (haul route entrance), replace sidewalk and ADA landing along restroom access drive. \$81,241.10

Alternate C Scope: Remove and dispose existing 75 foot long concrete block wall, remove 139' curb & gutter, grub and grade (22CY cut/30CY fill) slope and added vehicle travel areas, adjust inlet grate elevation, install 430 feet curb & gutter and 195SY new pavement section. (Quantities are approximate) \$44,800.00

Alternate D Scope: Clear and grub existing slope, grade slope (46CY cut/24CY fill) and added vehicle travel areas, install 225 feet curb & gutter and 252SY new pavement section. (Quantities are approximate) \$25,915.00

Alternate E Scope: Remove portion of sidewalk, remove detectable warning pad and reinstall, remove 91 feet curb & gutter, grub and grade added vehicle travel areas, install 355 feet curb & gutter and new pavement section. (Quantities are approximate) \$33,156.00

Alternate F Scope: Grub and grade, install pedestrian ramp, install 5-foot wide sidewalk along existing curb line then straight into existing sidewalk that connects parking lots at top of hill, as directed by owner. (Not shown on plans) \$6,846.00

Add Optional Purge Coat for wall constructed during Phase II: \$19,500 (cost obtained by verbal solicitation of contractor by Anderson County Special Projects Manager Judy Shelato, P.E.)

TOTAL PROJECT COST: \$211,458.10 UNDISCOVERED SC SHARE (50%): \$103,000.00 ANDERSON COUNTY SHARE (50%): \$108,458.10

Steve Newton

From: Steve Newton

Sent: Thursday, March 12, 2020 4:26 PM

To: Lacey A. Croegaert

Cc:Casey Collins; Rusty Burns; Burriss Nelson; Teri C. GilstrapSubject:Agenda Backup- Re-entry Navigator Subgrant Award

Attachments: Draft Grant Award WL AC Part I & II Re-Entry.doc

Lacey,

Attached please find a draft subgrant agreement with WorkLink along with program budget. Once the agreement is finalized, we will use funds provided by SCDEW via Worklink to hire a Re-Entry Navigator, who will direct efforts to assist ex-offenders with a variety of post-incarceration support services.

The grant will provide 100% of project costs throughout the grant term.

We ask Council for permission to move forward with this matter.

Steve Newton Governmental Affairs Director Anderson County Administrator's Office (864) 260-1010

SC APPALACHIAN COUNCIL OF GOVERNMENTS

for

WORKLINK WORKFORCE DEVELOPMENT BOARD

1376 Tiger Blvd, Suite 102, Clemson, SC 29631

GRANT AWARD

Grantee: Anderson County < Dept>

<insert street address> Anderson, SC 29624

Contact: <insert contact>

864.231.7626

Project Title: Re-Entry Navigator

Grant Number: 19F295A1

Award Amount: \$129,583

Grant Period: March 1, 2020 to March 31, 2022

Conditions:

- Monthly Financial Status Reports/Requests for Payment, inclusive of all expenses up to and including the last day of the month, must be submitted to the fiscal contact no later than the 10th of the following month.
- All funds not expended by the end of the grant will be de-obligated and returned to SC Appalachian Council of Governments.

Contacts:

Fiscal & Programmatic Contact:

Jennifer Kelly 864.646.5898 ikelly@worklinkweb.com

In accordance with the provisions of the Workforce Innovation and Opportunity Act, funds are awarded in the amount shown above for the purposes specified in the Statement of Work. The acceptance of this award creates a contract between the South Carolina Appalachian Council of Governments and the Grantee named above, legally binding the Grantee to carry out the activities set forth in the Grant Agreement. The Grant Agreement consists of this Grant Award Signature Sheet, Part I - Program Statement of Work, Part II - Grant Budget, and Part III - Terms and Conditions

Approved By:	Accepted By:					
Steven R. Pelissier Executive Director	Rusty Burns County Administrator					
Date	Date					

GRANT NUMBER: 19F295A1

This agreement is entered into by Anderson County and SC Appalachian Council of Governments on behalf of the WorkLink Workforce Development Area, pursuant to the provisions and regulations of the Workforce Innovation and Opportunity Act (WIOA).

1.0 Purpose

1.1 This grant is written to provide Anderson County with \$129,583 to provide comprehensive Re-Entry Navigator services in Anderson, Oconee, and Pickens counties. This Re-Entry Navigator Grant will be funded through State Reserve funds set aside by the State Workforce Development Board under the Workforce Innovation and Opportunity Act (WIOA) and will further South Carolina's strategic goals for workforce development: strengthening the workforce pipeline through education and training tailored to the specific needs of new and expanding businesses and industries, and aligning workforce development resources into a seamless, integrated network in each local community.

2.0 Terms of Agreement

- 2.1 The Grant Agreement consists of the Grant Award Signature Sheet, Statement of Work, Grant Budget, Terms and Conditions, and Standard Assurances and Certifications.
- 2.2 Grant funds will be used in compliance with the provision of WIOA Public Law 113-128 and all implementing Federal regulations, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), all State law and policies and procedures to the Grant Agreement, applicable local instruction letters, and the attached Terms and Conditions of this grant.

3.0 Period of Performance

- 3.1 The grant award is for 24 months, from March 1, 2020 to March 31, 2022. Any agreements written under this grant must also end by that date. Any exceptions must receive prior approval from WorkLink WDB.
- 3.2 The grant period includes a three (3) month planning period that will end on May 31, 2020. The following items should be completed by the end of the planning period:
 - a. Fully executed Memoranda of Understanding with all key stakeholders clearly identifying partner contributions to the project. A hardcopy of the executed MOU should be forwarded to WorkLink by May 31, 2020.
 - b. Formation of an advisory council to serve as champions, strategic leaders, and conveners to strengthen reentry efforts in the local area. This may be an existing group.
- 3.3 Anderson County intends to and will utilize these funds as proposed in Section 5.0.

4.0 Scope of Work

- 4.1 Anderson County will carry out the services as described in the grant application project attached to this grant award. (Attachment A)
- 4.2 Hire a Re-Entry Navigator to serve Anderson, Oconee, and Pickens County individuals that have background issues through the SC Works Centers, and pre-release inmates in each County's Detention Centers, adhering as closely as possible to the schedule agreed upon in the Memorandum of Agreement.
- 4.3 Engage Oconee and Pickens County Detention Centers to formalize partnerships and begin implementing program design as agreed upon by each Detention Center. Continue serving and refining services in the Anderson County Detention Center.
- 4.4 Develop a Memorandum of Agreement detailing partnerships to support this project within 90 days of the grant award.
- 4.5 Develop re-entry toolkits for pre-release inmates in each County, and develop referral processes between the Detention Centers and the SC Works Centers.
- 4.6 Train SC Works Center staff and partners on best practices in serving individuals with background issues, referral processes, and other applicable topics throughout the life of the grant.
- 4.7 Establish SC Works Center presence, making customers aware of services available. Develop and facilitate outreach to individuals that have background issues, and attend community relevant groups to discuss the grant and its outcomes.
- 4.8 Establish a partnership with SC Vocational Rehabilitation, referring individuals appropriately and co-case managing common enrolled customers.
- 4.9 Determine eligibility for the Re-Entry Navigator grant, enrolling approximately 40 individuals for services.
- 4.10 Establish and maintain an appropriate hard file and documentation that will follow the grant participant through the life of their participation, being careful to keep personally identifying documents secure and sensitive issues confidential.
- 4.11 Provide case management, partner referrals, and soft skills training to eligible individuals.
- 4.12 Conduct assessments, create an Individual Employment Plan, and enter appropriate services, activities, and case notes into the SC Works Online System (SCWOS) database.
- 4.13 Establish a partnership with Eckerd Connects, referring individuals appropriately to the Adult/DW WIOA local program for training and supportive service needs.
- 4.14 Establish a partnership with the WorkLink Workforce Development Board Business Service Representative, referring appropriate individuals to On-the-Job Training Contract opportunities.
- 4.15 Work with employers to place individuals into employment, and conduct follow-up for up to one year after exit.

4.16 Promote Federal Bonding, Work Opportunity Tax Credits, and other relevant program services available on behalf of offenders both to individuals and employers.

5.0 Budget

- Based on the budget and narrative attached to this grant (Attachment B), grant funds will be used to support a Re-Entry Navigator position (salary, fringe benefits, equipment, supplies) as well as other categories approved by WorKLink WDB and outlined in the budget and budget narrative.
- 5.2 The purchase of equipment is not allowed unless made with prior written approval from WorkLink WDB. "Equipment" is defined as any tangible personal property having a useful life of more than one year and a cost equal to or exceeding the organization's capitalization rate or \$5,000 per item, whichever is lowest. Prior written approval from WorkLink WDB may be obtained by submitting a written request to the programmatic contact a form will be provided upon request.
- 5.3 All funds not expended by the end of the grant will be de-obligated and returned to the SC Appalachian Council of Governments.

6.0 Reporting

- 6.1 The Grantee will provide quarterly programmatic reports to WorkLink WDB. Monthly programmatic reports must be submitted to the fiscal & programmatic contact by no later than the 10th of the following month. The monthly programmatic report will provide details on the status of the project. Programmatic reports must include the following:
 - a. Re-Entry Navigator Grant Quarterly Programmatic Report (Attachment C)
 - b. Project Outcomes see Re-Entry Navigator Report Matrix (Attachment D)
 - c. Success Stories (with authorization of release of information) success stories may be written, recorded, etc., but must include an authorization of release
- 6.2 The Grantee will provide a final programmatic report to WorkLink WDB. The final report is due no more than 10 days from the end of the grant. WorkLink WDB will supply the final programmatic report template prior to grant expiration.
 - 6.3 The Grantee will provide reports to the WorkLink Workforce Development Board, its committees, and other stakeholders upon request. WorkLink WDB staff may additionally require the Grantee to attend periodic meetings and roundtables with other areas to discuss the progress of the grant program, share best practices, and work through common issues. Please note: WorkLink WDB may request updated reports more frequently to share with WorkLink Board members, SC Department of Employment and Workforce, and other key stakeholders.
- Requests for Payments (invoices), inclusive of all expenses up to and including the last day of the month, must be submitted to the programmatic and fiscal contact no later than the 10th of the following month. Expenditures are cumulative and must be reported on an accrual basis. (Invoice and instructions Attachment E)

- Proper supporting documentation must accompany the Request for Payment. A general ledger with back-up documentation (such as payroll records, copies of bills/receipts, etc.) must accompany the invoice; and, for projects providing direct services to individuals, evidence of timely and accurate participant and performance data tracking in the SC Works Online Services system (SCWOS) (see Section 7.0 Data Entry).
- 6.6 The Grantee will submit a complete Grant Closeout Report to DEW no later than forty-five (45) calendar days after the grant end date. WorkLink WDB will supply the closeout forms and instructions prior to grant expiration.

7.0 Data Entry

- 7.1 Participant and performance data must be tracked and recorded using the SC Works Online Services system (SCWOS).
- 7.2 All individuals receiving direct services funded through this grant activity must be eligible and enrolled in WIOA through SCWOS prior to participation in any grant funded activity, including activities where the primary cost is staff time. Failure to adhere to this requirement will result in disallowed participant costs.
- 7.3 Data entry of participant activity must be accurate and completed in a timely manner. Timeliness of data entry is defined as within fifteen (15) days from the start or end date of the participant activity.
- 7.4 Technical Assistance as it relates to data entry into SC Works Online Services will be provided to the Grantee throughout the life of the grant.
- 8.0 Failure to Timely Comply With Requirements
- 8.1 Failure to comply with grant terms and conditions summarized in Section 3.0 above may result in sanctions as defined in State Instruction 19-02, WIOA Title Sanctions Policy, including but not limited to delay or denial of Requests for Payment.
- 9.0 Grant Modifications
- 9.1 Any alterations to the grant Statement of Work, project design, or budget line item changes in excess of 10 percent, must have prior approval from WorkLink WDB and will require a modification to this grant. The Grantee will assume responsibility for any costs in excess of the attached budget if not approved by WorkLink WDB.
- 10.0 Monitoring and Oversight
- 10.1 WorkLink will conduct programmatic and financial monitoring reviews of this grant through a combination of desktop and on-site visits. Monitoring site visits will be scheduled at the beginning of each program year. An instruction letter with the dates of the monitoring will be forwarded to the Grantee.
- 10.2 A written report containing any findings and/or opportunities for improvement, along with any required actions, will be submitted to the appropriate personnel for action.

- 10.3 Technical assistance needs and questions regarding financial management and program design implementation should be directed to the programmatic and fiscal contact. Technical assistance and questions regarding data entry into SC Works Online Services (SCWOS) will be provided by WorkLink's WIOA Performance and Reporting Specialist.
- 10.4 This grant agreement is written for the period of 3/1/2020 to 3/31/2022.



SC Re-Entry Navigator Grants: WorkLink & Anderson County

TOTAL BUDGET = \$129,583

PERIOD OF PERFORMANCE = 24 Months (September 2019 Award Anticipated)

BUDGET

SALARIES	FRINGE BENEFITS							
	Staff needed for program implementation	Proposed Weekly Hours	Salary (by hour)	Proposed Number of Weeks Working	Fringe Benefits		TOTAL	Contributed Funds*
	Reentry Navigator	40	\$ 22.91	96	\$ 22,671.00	\$	110,645.40	
	SUBTO	- 1				\$	110,645.40	\$ -
OPERATI	NG EXPENSES - Prog	ram						
	Equipment							
	Supplies					\$	1,247.00	
	Other (please desc	ribe):						
	Mileage					\$	5,220.00	
	Staff Computer					\$	1,330.00	
					SUBTOTAL	\$	7,797.00	\$ -
NDIRECT	COST - Program							
1.	Indirect Costs							
					SUBTOTAL	\$		\$ -
OTHER E	XPENSES - Program		rating (specify belo	w)				
	Re-Entry Navigator C					\$	1,540.00	
	Printing, Copying, and	Outreach				\$	6,700.27	
	Staff Training					\$	2,100.00	4
					SUBTOTAL	-	10,340.27	
	M FUNDS - STAFF &			AL		\$	128,782.67	\$ -
	M FUNDS - PARTICI	PANT COSTS						
ASSESSM						-	200.00	
	Participant Assessr					\$	800.00	
	Other (please desc	ribe):		-				
					SUBTOTAL	<u> </u>	800.00	
	M FUNDS - PARTICI	PANT COSTS	SORIOTAL		71-1	\$	800.00	\$ -
	XPENSES							
otner (p	ease describe):							
-					SUBTOTAL	ė		\$ -

Lacey A. Croegaert

From: Steve Newton

Sent: Thursday, March 12, 2020 4:41 PM

To: Lacey A. Croegaert

Cc: Jonathan Batson; Holt Hopkins; Rusty Burns

Subject: Agenda Backup Item- in-kind support for watershed improvement grant

Attachments: 3&20 Support Ltr.docx

Lacey,

Staff asks Council for permission to provide a letter of support (draft attached) to Upstate Forever for their watershed improvement grant application. We have worked with them many times in the past on related projects. Our commitment will be in-kind support in the form of some staff time and mileage.

UF's project will support efforts in the Three & Twenty Basin.

Steve Newton Governmental Affairs Director Anderson County Administrator's Office (864) 260-1010

From: Jonathan Batson

Sent: Friday, March 06, 2020 10:46 AM

To: Steve Newton < snewton@andersoncountysc.org>

Subject: RE: Partner in 319 Grant

See attached.

From: Jonathan Batson

Sent: 6 March, 2020 10:44 AM

To: Steve Newton <snewton@andersoncountysc.org>

Subject: Partner in 319 Grant

Steve,

We've (stormwater) been asked to be a partner with Upstate Forever on a DHEC watershed improvement grant they're seeking in the Three & Twenty watershed. We've done this several times in other parts of the county. It consists of some staff time and/or mileage being used as in-kind resources for the grant. Also, this grant may have the potential to help us with some improvements to the creek on the Civic Center property. That has been an eye sore and this could result in its beautification while achieving some water quality improvements. Let me know if you have any questions or concerns.

Thanks

Jon



STORMWATER MANAGEMENT

Friday, March 06, 2020

Erika Hollis Upstate Forever 507 Pettigru Street Greenville, SC 28601

Dear Erika:

As you know, Anderson County Stormwater Management is extremely interested in reducing nonpoint source pollutant loadings to waterways within our County. We, therefore, are pleased to support your SC Department of Environmental Control 319(h) grant application for work in the Three and Twenty Creek, in the Savannah Basin.

Our Stormwater Management Department works to reduce the impact of runoff on our County's water quality, improving the quality of life for all of our citizens. By supporting your project, we will enhance our ongoing efforts to reduce bacterial, nutrient, and sediment loadings of our waterways and provide benefits to a wide range of citizens.

As we have discussed, Anderson County is prepared to serve on any committees that you form as a part of this project. There may also be an opportunity to include publicity about your projects in any correspondence that our Department sends to homeowners in the area to advertise these cost-share opportunities. Although your project cannot directly support any of our ongoing MS4 requirements, we believe that each of our efforts will enhance the others' activities. We have participated in both the development and implementation of other watershed-based plans in the region and look forward to contributing to this worthwhile process.

We have been fortunate to enjoy a mutually beneficial partnership with Upstate Forever on a number of previous initiatives. We look forward to continuing this relationship through this project and significantly improving water quality in the Three and Twenty Creek Watershed.

Sincerely.

Jon Batson | Manager

CC: Steve Newton | Anderson County

Anderson County Purchasing Department Bid Tabulation

BID# 20-037 AUDIT SERVICES

	Vendor	
1	GREENE FINNEY, LLP	RESPONDED
2	THOMPSON, PRICE, SCOTT, ADAMS & CO.	RESPONDED
3	MAULDIN & JENKINS	RESPONDED
4	CANADY HODGES	NO RESPONSE
5	MICHAEL SAMUEL WILSON	NO RESPONSE
6	BARBARA JEAN WOODY	NO RESPONSE
7	HARP GLOBAL SOLUTIONS	NO RESPONSE
8	SME	NO RESPONSE
9	CLIFTON LARSON ALLEN	NO RESPONSE
10	SEVEN OUTSOURCE	NO RESPONSE
11	SWAIM BROWN	NO RESPONSE
12	DIXON HUGHES GOODMAN	NO RESPONSE
13	CHERRY BAKAERT	NO RESPONSE
14	NORMAN JOHNSON	NO RESPONSE

	Vendor	
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
AW	ARD TO:	Greene Finney, LLP



LETTER OF TRANSMITTAL

February 27, 2020

Anderson County Attn: Robert E. Carroll 101 South Main Street, Room 115 Anderson, SC 29624

Dear Mr. Carroll,

Thank you for allowing Greene Finney, LLP ("GF") the opportunity to submit a proposal to provide audit services to Anderson County, SC (the "County") for the fiscal period ending June 30, 2020 with the option to renew on a year to year basis for three additional year renewal terms.

We understand the County requires an audit in accordance with auditing standards generally accepted in the USA and with government auditing standards issued by the Comptroller General of the USA. If a Single Audit is required, it will be performed in accordance with the above standards and the Uniform Grant Guidance. We are willing, able, and technically competent to perform all necessary services within the required timetables.

The signer of this letter has the authority to bind GF to the terms and conditions of the RFP. The persons authorized to make representations for GF are Larry Finney, David Phillips, Ken Meadows, Emily Sobczak, and Denise Eidson, who are all Partners with GF.

Upstate Office 211 East Butler Road, Suite C-6 Mauldin, SC 29662 Phone: (864) 232-5204 larry@gfhllp.com david@gfhllp.com ken@gfhllp.com emily@gfhllp.com denise@gfhllp.com Lowcountry Office 39 Farmfield Avenue Charleston, SC 29407 Phone: (843) 735-5805

With a focus on serving local governments in South Carolina, and GF is well qualified to serve the County. We believe you have seen that in our work with the County, and we would enjoy the opportunity to continue working with the County.

GF is a leader in serving local governments in South Carolina. We work efficiently and effectively to ensure that Councils, as well as management, receive complete, accurate and timely audited financial statements that they can use as they make decisions about their government. We also provide important verbal and written recommendations regarding compliance matters to help you improve your operations.

As government accounting, auditing, and financial reporting regulations continue to expand and grow in complexity, it is more important than ever to have a firm focused on serving local, South Carolina governments on your team.

GREENEFINNEY.COM · INFO@GREENEFINNEY.COM

1. Estimate the total hours, the estimated out-of-pocket costs, and the resulting all-inclusive maximum fee for which the requested work will be done on this Proposal Form. State on this Proposal Form an all-inclusive fee for which the work will be done for the first, second, third, and fourth years. An appendix stating the hourly rates to be charged for each staff classification should be included. All other fees and charges must be included. All fees and charges are subject to negotiations by the County.

 Can the firm offer ongoing assistance and are they available for other services? If so, please include the hourly rate for such services on the hourly rate appendix to

the Proposal Form.

3. Ability of the firm to help improve the County.

4. What is the range of management and other consulting services you can offer without affecting your independence?

IV. <u>References.</u> Attach relevant references, preferably for similar type audit engagements.

The above shall all be in strict conformity with the Audit Agreement, including all exhibits and Addenda thereto, contained in Section IV of the Proposal package, a copy of which shall be maintained at the office of the Central Services Division Director of County for the following Proposal items:

Guaranteed Maximum Fee for Audit* (Year 1)	S _	42,500
Guaranteed Maximum Fee for Audit* (Year 2-First Renewal term) (if renewed)	\$_	43,000
Guaranteed Maximum Fee for Audit* (Year 3- Second Renewal term (if renewed)	1) \$_	43,500
Guaranteed Maximum Fee for Audit* (Year 4- Third Renewal term) (if renewed)	\$_	44,000

^{*} Guaranteed Maximum Fee shall include total estimated hourly fees, costs and expenses which shall not be exceeded. Please attach as an addendum hereto a rate sheet reflecting the hourly rates to be charged for each staff classification, including hourly rates for consulting work.

Each individual Proposal shall be determined after reviewing the requirements and specifications and all other portions of the Proposal documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Audit Agreement and all supplies, transportation, facilities, labor, and services required to perform and complete the work, and any and all bonds, insurance and submittals, pursuant to the requirements of the Proposal Package, including, but not limited to, the Audit Agreement and all Proposal Documents, whether or not expressly listed or designated.

Anderson County Purchasing Department Bid Tabulation

BID# 20-043 ASPHALT LAB RENOVATION

Vendor	
1 STERLING	\$358,546.00
2 J DAVIS	\$430,000.00
3 GLENN CONSTR.	\$328,150.00
4 MARSH BELL	\$371,694.00
5 REEDY CONSTR. GROUP	\$383,065.00
6 LANGSTON	NO RESPONSE
7 MATRIX	NO RESPONSE
8 BELK	NO RESPONSE
9 IOPC USA.	NO RESPONSE
10 NELSON PREFERRED	NO RESPONSE
11 DAVIS POWER	NO RESPONSE
12 CARTER	NO RESPONSE
13 A B ROBERTS	NO RESPONSE
14 SUTHERLAND	NO RESPONSE

√endor	
DI F	NO DECDONCE
BLE	NO RESPONSE
BLU GROUP	NO RESPONSE
SUMMIT	NO RESPONSE
AWARD TO:	Glenn Constantors

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY P	URCHA	SING, ANDERS	ON	SOUTH CAR	ROLINA 29624
REQUEST FOR SOLICITAT					
*******	*****	*********Solicitation			*******
1. SOLICITATION: # 20-043			Brief Description:		
2. ISSUE DATE: February			Anderson County Asphalt Lab Renovation Project (SEE SCOPE OF WORK & SPECIFICATIONS) A mandatory pre-bid meeting will be held on Monday,		
3. FOR INFORMATION CONT					
rcarroll@andersoncountysc.org	REC	/			
5. SUBMIT BID TO:					
Anderson County Purchasin		ment			P.M. Interested parties should meet at
101 South Main Street, Roo	m 115				of the Former TTi Building located at
Anderson, S.C. 29624 Attn: Bid # 20-043			14:	28 Pearman Dair	ry Road, Anderson, S.C.
6. Submission Deadline: Date: T	hursday A	March 12, 2020	Tin	ne: 11:00 A.M.	
7. Submit Sealed Bid	musumy, 1	Turch 12, 2020	4 000	11.00 /1.02.	
8. Firm Offer Period: Bids submi	itted shall i	remain firm for a perio	d of	Sixty calendar day	vs from date specified in block 6.
O. I IIII OHO I OHOS. DIGG SUOM	THE CHAIR I				, o mont out o specimen in occur o,
>>>>>>>>>>>	>>>>>	Offer (To be comple	ted	by Bidder)<<<<	<<<<<<<
9. BUSINESS				Woman Business	
CLASSIFICATION	(Check	Appropriate Box)	0	Minority Busines	ss Enterprise
	(Oncor - pp-op-inio 2 on)		☐ Disadvantaged Business Enterprise		
					proposal is accepted within the period
specified in Block 8 above, to fur			rmat	ion requested by A	Anderson County.
11. Bidder's name and address (Type or pr	int):	12. Name & Title of Person Authorized to sign the Bid.		
Glenn Constructor	s, llc		(Type or Print): Reese Alexander - Project Manager		
525 N. Main St.			12	D:11-1-6:	6 D-4-
Anderson, SC 29621			13.	Bidder's Signatur	A Date
e-mail: reese @ glennconstructe Telephone # (844) - 622 - 8100 Federal Identification #:	Fax	#(864)-716-0561	by	Anderson County	y)<<<<<<
14. Total amount of award:	///AIIA	15. Successful Bidde		Anderson County	Assessment of the second of th
14. Total amount of award: 15. Successful Bidde 16. Contracting Officer or Authorized 17. Signature: Representative: Robert E. Carroll		·a ,		18. Award date:	

SECTION III

Bid Form

Name of Party submitting the Bid:	Glenn Constructors, LLC

To: Purchasing Manager for Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: Anderson County Asphalt Lab Renovation Project

Bid No.: 20-043

Qty.	U/M_	Description	Total Cost
1	L/S	Asphalt Lab Renovation	\$ 328,150

* See Scope of Work

Each individual bid item shall be determined from visiting the work site, reviewing the plans and specifications and all other portions of the bid documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Contractor's Agreement, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, permanent and temporary construction signs, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, and all bonds, insurance and submittals, pursuant to the requirements of the Bid Package, including, but not limited to, the Contractor's Agreement and all Bid Documents, whether or not expressly listed or designated. It is understood that each item is estimated and quantities may change and that the final bill will reflect actual quantities in place per the unit priced of that bid item.

- 3. It is understood that the County reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for 60 days.
- 4. The required (5%) bid security is attached.
- 5. A complete list(s) of proposed subcontractors is attached hereto.
- 6. It is understood and agreed that if written notice of award of contract is mailed, transmitted by facsimile, or delivered to the bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the bidder will execute and deliver to the County the Contractor's Agreement and will furnish and deliver the Faithful Performance Bond and a separate Payment Bond as specified and certificates of

Anderson County Purchasing Department Bid Tabulation

BID# 20-044 DOLLY COOPER PARK KAYAK LAUNCH

Vendor :		A CONTRACTOR OF THE CONTRACTOR
BELK	BASE BID	\$85,700.00
BELK	BASE ALT.	\$16,800.00
BELK	ALT. BID	\$84,600.00
BELK	ALT #1	\$122,000.00
		268,658.00
STERLING	BASE BID	\$139,055.00
STERLING	BASE ALT.	\$15,415.00
STERLING	ALT. BID	\$142,789.00
STERLING	ALT #1	\$43,484.00
ARC INC.	·	NO RESPONSE
LANGSTON		NO RESPONSE
BLU TIDE MARINE		NO RESPONSE
CCS BUILDERS		NO RESPONSE
J DAVIS		NO RESPONSE

Vendor			
MARTIN AND SON	NO RESPONSE		
PERMA TRAK	NO RESPONSE		
HENLEY	NO RESPONSE		
COMMUNITY FIRST BUILDERS	NO RESPONSE		
CRESCENT DOCK	NO RESPONSE		
DENNIS CORP.	NO RESPONSE		
CHASON LANDSCAPING	NO RESPONSE		
NE CONSTRUCTION	NO RESPONSE		
ALL MEDICAL INC.	NO RESPONSE		
KEWIT	NO RESPONSE		
EARTH MATERIALS	NO RESPONSE		
MILLER	NO RESPONSE		
THRIFT DEVELOPMENT	NO RESPONSE		
A B ROBERTS	NO RESPONSE		

Anderson County Purchasing Department Bid Tabulation

BID# 20-044 DOLLY COOPER PARK KAYAK LAUNCH

Wendor:	
MATRIX	NO RESPONSE
S & S	NO RESPONSE
SUTHERLAND	NO RESPONSE
DOCKS HARDWARE	NO RESPONSE
SEAMON WHITESIDE	NO RESPONSE
ANDREW DARBYSHIRE	NO RESPONSE
ERIN ECKMAN	NO RESPONSE
VIRGINIA SENN	NO RESPONSE
JOHN PRESSLEY	NO RESPONSE
JOHN COFFIN	NO RESPONSE
Recommended by: Jalith O. Sulato 3/10,	12020
AWARD TO: Belk Company, U.C.	# 268,658.00

DEPARTMENTAL TRANSFERS

For Budget Year 2019 - 2020

Mark APPROVED	DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
Finance Meeting of: Council Meeting:	5/13/2020				
1	Economic Development	Lodging 001-5031-000-293	Printing 001-5031-000-245	1,500.00	Printing jobs needed for meetings and prospect visits
2	Communications	Salaries 001-5213-000-101	Overtime 001-5213-000-103	60,000.00	FMLA, Vacancies, Sickness and Vacations
3	Beteween Departments Contingency to Building Codes	Contingency 001-5853-000-010	Demolition 001-5411-000-323	58,000.00	See attached transfer

DATE

Lacey Crossaert, Clerk to Council

BUDGET TRANSFER

		Economic Development	
	DEPARTMENT:		
FROM:		то:	AMOUNT:
TITLE	Lodging	TITLE Printing	
ACCT.#	5031-000-293	ACCT# 5031-000-245	1500.00
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE ACCT.#		TITLE	
		Total	
		Total	- 0.00
Explain, in <u>COM</u>	PLETE DETAIL, the reason for		
	IPLETE DETAIL, the reason for	the transfer.	•
REASON:	PLETE DETAIL, the reason for printing jobs needed for meetings & printing jobs needed for meeting jobs	the transfer.	•••
REASON:		the transfer.	
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REASON:	orinting jobs needed for meetings & p	the transfer.	
REASON:		the transfer.	lo
REASON: order to pay for pays	orinting jobs needed for meetings & p	rospect visits, etc. (Circle One)	lo lo
REASON: n order to pay for pays for pa	orinting jobs needed for meetings & p	the transfer. prospect visits, etc. (Circle One)	
REASON: n order to pay for pays this transfer was this transfer was this transfer was this transfer was the control of the co	orinting jobs needed for meetings & p	the transfer. prospect visits, etc. (Circle One)	
SEASON: n order to pay for pays s this transfer was this transfer was the	within your department?	(Circle One) (Circle One) (Circle One) Yes N	
s this transfer was the trans	within your department?	(Circle One)	
REASON: n order to pay for pays s this transfer was this transfer was	within your department?	(Circle One) (Circle One)	

BUDGET TRANSFER

	DIVISION:	Sheriff's Office			
07.03.19	DEPARTMENT:	5213 - Communic	ations		
FROM:		то:			AMOUNT:
TITLE ACCT.#	Full Time Salaries 001-5213-000-101		Overtime 001-5213-000-103	s	(00,000 -
ACC1.#	001-5213-000-101		301-3213-000-103	_ *	() 0, 400
TITLE ACCT.#		TITLE ACCT#		_	
ACCI.#					
Evolain in CON	MPLETE DETAIL, the reason f	for the transfer			C0,000
	that we need to anticipate an iods for this fiscal year.	nd make arrangemer	its for. This estimate i	s based	lon
					•
Is this transfer	within your department?	(Circle One) Yes	No		
Is this transfer	within your division?	(Circle One) Yes	No		
DEPT. HEAD:		DATE:	2/4/2020		
DIVIS HEAD: FINANCE:	0833	DATE:	3 5 2020		
ADMINISTRATO	PR:	DATE:	8-7-30	-	
Journal Entry #		DATE: _		_	

BUDGET TRANSFER

	DIVISION:	Administration						
	DEPARTMENT:	Contingency to Building Codes						
FROM:		TO:			AMOUNT:			
TITLE	Contingency	TITLE	Demol	ition				
ACCT.#	001-5853-000-010	ACCT#		11-000-323	58,000.00			
TITLE		TITLE						
ACCT.#		ACCT#						
TITLE		TITLE						
ACCT#		ACCT#						
TITLE		TITLE						
ACCT.#		ACCT#						
TITLE		TITLE						
ACCT.#	-	ACCT#						
				Total	58,000.00			
	PLETE DETAIL, the reason fo	or the transfer.		Total	58,000.00			
REASON: Balance needed	for Phase 2 demolition Bid #	20-040 to include a		of 731 Woodmo	nt Circle plus			
REASON: Balance needed		20-040 to include a		of 731 Woodmo	nt Circle plus			
REASON: Balance needed	for Phase 2 demolition Bid #	20-040 to include a		of 731 Woodmo	nt Circle plus			
REASON: Balance needed asbestos abatem	for Phase 2 demolition Bid #	20-040 to include a Cooper House and		of 731 Woodmo	nt Circle plus			
REASON: Balance needed asbestos abatem Is this transfer w	for Phase 2 demolition Bid # ent and demolition for Dolly	20-040 to include a Cooper House and (Circle One)	d Booke	of 731 Woodmoner Street (Bid # 20	nt Circle plus			
REASON: Balance needed asbestos abatem Is this transfer w	for Phase 2 demolition Bid # lent and demolition for Dolly ithin your department?	20-040 to include a Cooper House and (Circle One)	d Booke	of 731 Woodmon or Street (Bid # 20 No	nt Circle plus			
REASON: Balance needed asbestos abatem Is this transfer w Is this transfer w DEPT. HEAD: DIVIS HEAD:	for Phase 2 demolition Bid # lent and demolition for Dolly ithin your department?	(Circle One) (Circle One) DATE:	d Booke	of 731 Woodmon or Street (Bid # 20 No	nt Circle plus			
REASON: Balance needed asbestos abatem Is this transfer w Is this transfer w DEPT. HEAD: DIVIS HEAD: FINANCE:	for Phase 2 demolition Bid # ient and demolition for Dolly ithin your department? ithin your division?	(Circle One) Cooper House and (Circle One) Circle One) DATE: DATE: DATE:	Yes Yes	of 731 Woodmon or Street (Bid # 20 No No	nt Circle plus			
REASON: Balance needed asbestos abatem Is this transfer w	for Phase 2 demolition Bid # ient and demolition for Dolly ithin your department? ithin your division?	(Circle One) (Circle One) DATE:	Yes Yes	of 731 Woodmon or Street (Bid # 20 No	nt Circle plus			



ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE:

March 16, 2020

TO:

Lacey Croegert

Executive Clerk to Council

FROM:

Tim Cartee

Subdivision Administrator

CC:

Holt Hopkins, Alesia Hunter

SUBJECT:

Hemlock Subdivision Phase II

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their April 7, 2020 Meeting.

This will add 2,134 feet of paved roads to the county maintenance system.

Developer:

Y&Y Development

Location:

Mountain View Road

County Council District:

Roads:

Fernbank Drive, Jasmine Way, Muscadine Trail, Wisteria Court

Please feel free to contact me at (260-4719) if you need more information.

Tommy Dunn Chairman, District 5

Bret SandersV. Chairman, District 4

Craig Wooten
Council District 1

Gracie Floyd
Council District 2

Ray Graham Council District 3

Jimmy Davis
Council District 6

Cindy Wilson Council District 7

Lacey Croegaert Clerk to Council ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator rburns@andersoncountysc.org



ANDERSON COUNTY ROADS AND BRIDGES

DATE:

March 12, 2020

TO:

Alesia Hunter

Development Standards

FROM:

Norman McGill

Roadway Management Supervisor

CC:

Holf Hopkins

SUBJECT:

Hemlock Subdivision Phase 2

To the best of my ability, I certify that there are no known drainage issues in Hemlock Subdivision Phase 2 on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add 2,134 feet of paved roads to the county maintenance system.

District: 4

Location: Hemlock Subdivision off of Mountain View Road (S-04-0567)

Roads: Fembank Dr. (P-02-0212), Jasmine Way (P-02-0250), Muscadine Trail (P-02-0251),

WisteriaCourt (P-02-0252)

Tommy Dunn

Chairman, District 5

Brett Sanders V. Chairman, District 4 Craig Wooten

Council District 1

Gracie Floyd

Council District 2

Ray Graham Council District 3

Jimmy Davis Council District 6 **Cindy Wilson**

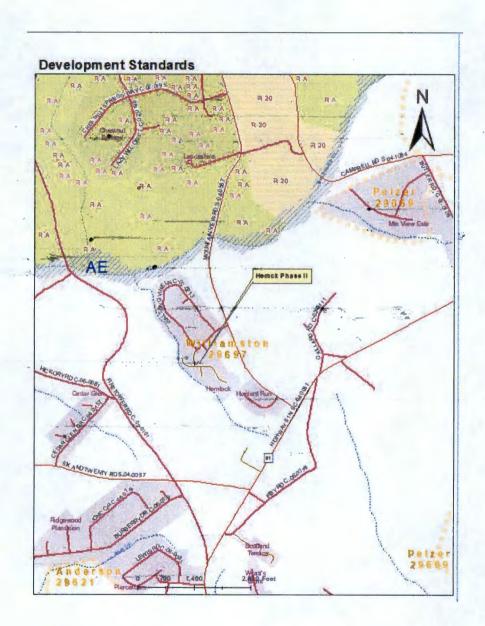
Council District 7

Lacey Croegaert Clerk to Council

ANDERSON COUNTY SOUTH CAROLINA

Rusty' Burns | County Administrator rourns a underson courtiys c.org

Roads & Bridges Department





ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE:

April 14, 2020

TO:

Lacey Croegert

Executive Clerk to Council

FROM:

Tim Cartee

Subdivision Administrator

CC:

Holt Hopkins, Alesia Hunter

SUBJECT:

Pennington Farms Subdivision

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their May 5, 2020 Meeting.

This will add 1,112 feet of paved roads to the county maintenance system.

Developer:

Cambridge Club I, LLC

Location:

Hub Drive & McGee Road

County Council District:

Roads:

Hardwood Drive and Rossmoor Court

Please feel free to contact me at (260-4719) if you need more information.



ANDERSON COUNTY ROADS AND BRIDGES

DATE:

April 13, 2020

TO:

Alesia Hunter

Development Standards

FROM:

Norman McGill

Roadway Management Supervisor

CC:

Holf Hopkins

SUBJECT:

Pennington Farms

To the best of my ability, I certify that there are no known drainage issues in Pennington Farms on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add 1,112 feet of paved roads to the county maintenance system.

District: 4

Location: Pennington Farms Subdivision off of Hub Drive

Roads: Hardwood Drive (P-10-0361) and Rossmoor Court (P-10-0362)

Tommy Dunn Chairman, District 5

Brett Sanders V. Chairman, District 4 Craig Wooten

Gracie Floyd

Council District 2

Ray Graham Council District 3 Council District 1

> **Jimmy Davis** Council District 6

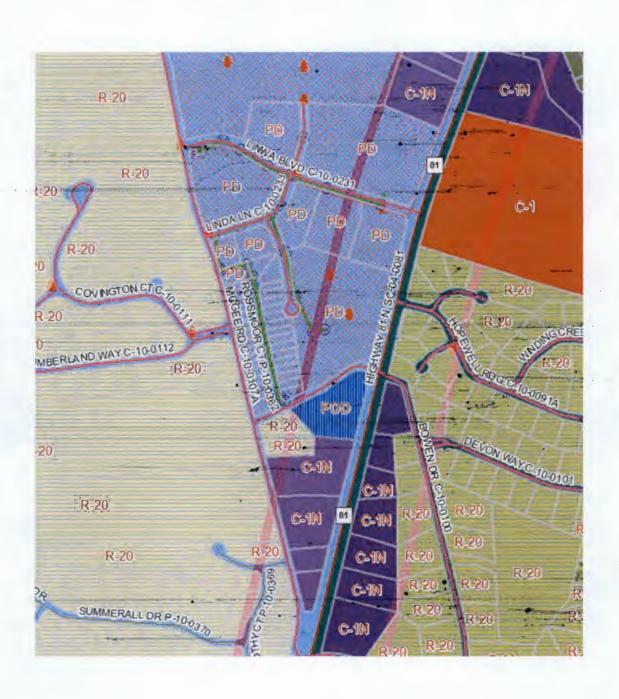
Cindy Wilson Council District 7

Lacey Croegaert Clerk to Council

ANDERSON COUNTY SOUTH CAROLINA

Rusty Burns | County Administrator rburns@andersoncountysc.org

Roads & Bridges Department





ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE:

April 14, 2020

TO:

Lacey Croegert

Executive Clerk to Council

FROM:

Tim Cartee

Subdivision Administrator

CC:

Holf Hopkins, Alesia Hunter

SUBJECT:

Sullivan Hills Subdivision Phase II

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their May 5, 2020 Meeting.

This will add 2,219 feet of paved roads to the county maintenance system.

Developer:

S&K Builders

Location:

Sullivan Road

County Council District:

5

Roads:

Norfolk Circle and Rivanna Drive

Please feel free to contact me at (260-4719) if you need more information.



ANDERSON COUNTY ROADS AND BRIDGES

DATE:

April 13, 2020

TO:

Alesia Hunter

Development Standards

FROM:

Norman McGill

Roadway Management Supervisor

CC:

Holf Hopkins

SUBJECT:

Sullivan Hills Subdivision Phase 2

To the best of my ability, I certify that there are no known drainage issues in Sullivan Hills Phase 2 on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add 2,219 feet of paved roads to the county maintenance system.

District: 5

Location:

Sullivan Hills Subdivision Phase 2

Roads: Norfolk Circle (P-09-0449) and Rivanna Drive (P-09-0494)

Tommy Dunn Chairman, District 5

Brett Sanders V. Chairman, District 4 Craig Wooten

Gracie Floyd

Council District 2

Ray Graham Council District 1 Council District 3

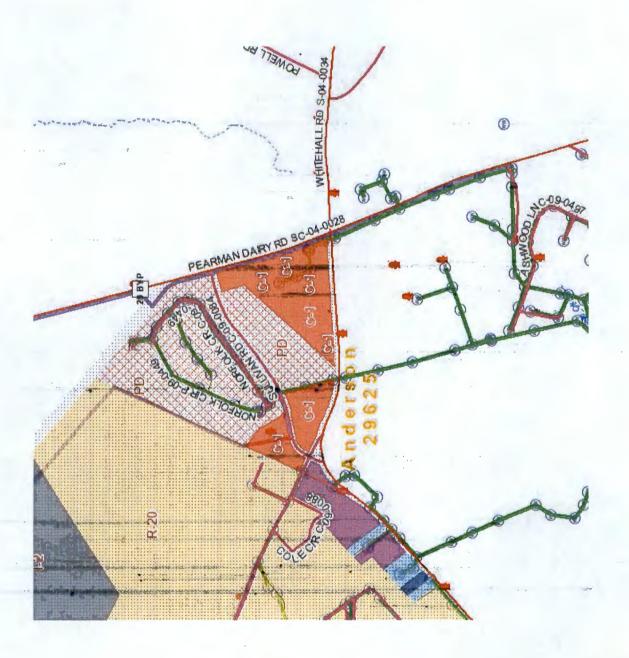
> Jimmy Davis Council District 6

Cindy Wilson Council District 7

Lacey Croegaert Clerk to Council

ANDERSON COUNTY SOUTH CAROLINA

Rusty Burns | County Administrator rburks a cinderson countysc.org





AGENDA Planning and Public Works Committee Meeting Monday, March 9, 2020 at 1:30 pm Anderson Historic Courthouse 2nd Floor Conference Room 101 South Main Street, Anderson, South Carolina 29622 M. Cindy Wilson, Presiding

Planning/Public Works Committee

Tommy Dunn Chairman Council District 5

Brett Sanders Vice Chairman Council District 4

Craig Wooten
Council District 1

Gracie S. Floyd Council District 2

Ray Graham Council District 3

Jimmy Davis Council District 6

M. Cindy Wilson Council District 7

Lacey A. Croegaert Clerk to Council

Rusty Burns County Administrator Consisting of three members of Council, functions as a review, oversight and advisory body of subdivision regulations, building and other regulatory codes, the zoning ordinance, transportation, rights of way, building and grounds, licenses and business regulations, community development, and housing authority programs, public works department, and other matters thereto.

1. Call to Order:

Chairman, M. Cindy Wilson

2. Invocation and Pledge:

3. Approval of Minutes for February 19, 2020:

4. Presentation on Sewer Projects, Updates, and current conditions:

Mr. Derrick Singleton

Mr. Jimmy Davis

5. Capital Improvements of 2020:

6. New Business:

7. Citizens Comments:

8. Adjournment:

Committee Members: M. Cindy Wilson, Chairman

Honorable Brett Sanders Honorable Jimmy Davis

Minutes Planning and Public Works Committee Meeting Wednesday, February 19, 2020

The Planning and Public Works Committee Meeting of Wednesday, February 19, 2020 was called to order at 1:30 pm by Chair Ms. M. Cindy Wilson. Mr. Brett Sanders and Mr. Jimmy Davis were in attendance for the Planning and Public Works Committee meeting. The Invocation and Pledge of Allegiance was provided by Mr. Jimmy Davis.

The following items were discussed by the committee:

3. Update on Recycling and Recyclables, Mr. Greg Smith

The recycling markets have dropped compared to last year due to issues with China. There is a possibility of more paper mills opening soon in United States. The current recycling revenue prices are \$0.40 per pound for Aluminum, \$35 per ton for cardboard, \$21.75 per ton for clear glass, \$14.75 per ton for brown glass, \$1.75 per ton for green glass and, Metal prices are \$110 per ton. The paper prices have dropped due to less paper being used, resulting in a lower tonnage. A shipment of plastic will be sent out soon with a revenue amount of \$200 per ton.

Anderson County residents are actively participating in recycling. The ambassadors and attendants at the sites are working to re-educate the public on what plastics are being accepted. Currently only plastic jugs and bottles can be accepted. Plastic cups, plastic plates and other items are no longer accepted. Companies will not accept any items that are labeled 3-9 so these items go directly into the landfill. All recycling received is sorted to a clean product to avoid co-mingle. Co-mingle is currently accepted for free but an anticipated fee of \$45-65 per ton will start being charged in July.

Every ton that can be recycled and doesn't go into the landfill is a \$23.90 savings. If the County continues this process there is a possible savings of \$190,000-200,000 on disposable fees. The recycling income is lower at this time and the host fee that is received from landfill helps provide some balance. Recycling saves space in the landfill and allows us to continue to take care of the environment.

Any glass that is received for recycling is sorted at the sites and then hauled out to Strategic Materials who purchases the glass. The Greenville, Spartanburg and, Upper State areas no longer recycle glass. The sorting process is currently completed by inmates, County Staff and individuals from the Disabilities and Special Needs program.

This item is for information only. No decisions or votes were taken for this item.

4. Landfill requests to increase capacity by 150,000 tons, Mr. Greg Smith

An advisory meeting was held for a discussion on the landfill, how it will suit everyone's needs, and to address any complaints. Waste Connections, Ms. Morgan, Ms. M. Cindy Wilson, County Council District 7, Mr. Greg Smith, Solid Waste Director, Mr. Alan Sims, City of Belton and the mayor were in attendance.

The Anderson County Council has already approved an increase of 50,000 ton due to growth. DHEC has requested to hold one public hearing meeting to address the total requested increase capacity of 150,000 ton, including the 50,000 ton which has already been approved by Council. If DHEC approves an increase of capacity for Waste Connections the approval of the Anderson County Council will still be needed. According to contract Waste Connections can take out of county but not out of State.

The landfill has been working to address issues with odors, buzzards, and litter on roadways. This item is for information only. No decisions or votes were taken for this item.

Minutes Planning and Public Works Committee Meeting Wednesday, February 19, 2020

5. Discussion on Moratorium and Review of Infrastructure:

Due to rapid growth and development Infrastructures are unable to keep up with growth. An impact fee could not implemented and used due to the time constraint placed by the State to spend the money. Previous moratoriums have been done before in Anderson County but were in conjunction with zoning referendums. A moratorium would have to be tied to the County's powers to regulate under the General Health safety and Wealth fare guidelines provided by state law.

Dr. Robby Binnicker and Mr. Mike Wilson Representatives from School District 1 attended the meeting to discuss the growth within schools. Growth is important for schools to be able to receive funding, but unmanaged growth can become a problem. The average school growth rate is 1-3% and if growth continues at the current rate the school system will be able to maintain for 8-10 years. On average there is typically one student per new home. High Density Housing is hard for a school to manage.

More research and data will need to be collected for this item.

This item is for information only. No decisions or votes were taken for this item.

6. Capital Improvements of 2020:

The Committee discussed the 2020 Capital improvements and Capital Maintenance plans to determine the future needs in the County for next 5 years. On December 10, 2019 the Planning Commission held a public hearing to review and discuss this list. The Planning Department then reviewed the list and scored each item according importance.

The Airport requests include the ARFF Fire Truck Garage for \$50,000, a maintenance shed for \$40,000 and Airport Master Plan for \$300,000. The development of the Airport Master Plan is a yearlong process. Each item is an estimate and would be put through the bidding process. The County Facilities request is for a Townsend Building Generator in the amount of \$200,000.

The Fleet Services Department requests include a Fleet Services Facility in the amount of \$7.5 Million. A bond has been issued for this request and the contract has been signed. The second request is a new fuel Island that is needed in the Powdersville Area for \$95,000. A third request for the Fleet Services Department is a technician work truck that will be equipped with a crane and toolboxes to be used to answer service calls.

The Paw Animal Shelter has requested a Medical Grade Refrigerator for \$40,000. The shelter can possibly use funding for this item but they will still need council approval to purchase. The Roads and Bridges Department requests are for a mini excavator and Trench box.

The Solid Waste Department requests include the King David Convenience Center for \$105,000, and the Parkier Bowie Convenience Center that will need to be redone. The Starr Landfill has received permitting and an engineer is working on the design. A pre-bid was sent out for this project with 10 contractors showing up.

Minutes

Planning and Public Works Committee Meeting Wednesday, February 19, 2020

The Storm Management Department submitted a request for a Civic Center Restoration project for repair of spots along the creek that are eroding. The first year of this project will cost \$88,000 to complete the engineering process.

The Technical Services Department is requesting a County Network Failover for back-up in case of an emergency and, the second request is for the Public Safety Radio System Improvement for \$2,917,040. This item is needed due to the radio system beginning to age out and fail.

The Wastewater Department requests include the 5-Mile Phase III & IV project which is half complete for \$500,000, the 6 & 20 wastewater plant will need upgraded or taken offline, and the Exit 14 project would include looking into the Clemson Sewer Plant. The requests also include a Hurricane Creek Pump Station Upgrade for \$800,000 and the Crestview and Highway 81 N. project request for \$800,000 that would complete a gap in the existing sewer.



Planning & Community Development

DATE: January 6, 2020

TO: County Council

CC: Mr. Burns, County Administrator

FROM: Jeff Parkey, Planning Director

SUBJECT: Capital Improvements and Capital Maintenance Planning

Dear Chairman Dunn and Councilmembers:

The Capital Improvement Planning (CIP) process is a strategic, long-range planning and financial tool. Each year, the Planning Department requests all County departments to identify capital improvements projects of \$10,000 or more. The Planning Department compiles this information and forwards it to the Planning Commission, County Council, the Administrator, and Finance.

The CIP process is beneficial to County departments in several ways. It helps departments foresee large expenditures, allowing time for appropriate planning prior to the need. It also allows departments to better manage their workloads by having a timetable for large projects. Finally, the CIP can enable coordination of projects among departments, so as to avoid piecemeal improvements or duplication of expenses. Overall, the CIP process can help County departments maintain their continuity of service, to the greater benefit of our citizens into the future.

Also included here as a part of the overall CIP is the Capital Maintenance Plan (CMP). The CMP focuses on the maintenance and replacement of current assets so these needs can be addressed in a timely and coordinated manner.

As these CIP and CMP projections are formulated by each department, the individual department heads are prepared to discuss these requests, as needed.

From the perspective of the Planning Department, capital projections not only make us aware of upcoming budget requests and projects, but also help us see the big picture in terms of the future needs of the County. The CIP can help prioritize these needs, in terms of potential revenue sources, and also Council's goals and objectives. Finally, capital improvements planning helps to maintain steady capital funding and reduce fluctuations in funding sources, in general. Staff is happy to assist the Council in using the CIP/CMP as needed.

Respectfully, Jeff Parkey, PhD, AICP

ANDERSON COUNTY
SOUTH CAROLINA

Tommy Dunn Chairman, District 5 Craig Wooten
Council District 1

Brett Sanders Council District 4 Cindy Wilson Council District 7

Ray Graham V. Chairman, District 3 Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator roums@andersoncountysc.org

David Cothran, Chair, District #5 Ed Dutton, District #1 Brad Burdette, District #3 Debbie Chapman, District #7 Jane Jones, Vice-Chair, District #6 Lonnie Murray, District #2 Will Moore, District #4

December 11, 2019

The Honorable Anderson County Council 101 South Main Street Post Office Box 8002 Anderson, South Carolina 29622

Chairman Dunn and Members of Council:

On December 10, 2019, the Anderson County Planning Commission held a public hearing on the proposed Anderson County Capital Improvement Plan, as per SC 6-29-340(2)(e). The Planning Commission has established that this duty has been completed by Planning staff and recommends that it be forwarded to the Anderson County Council, and appropriate subcommittee for review.

Thank you for your deliberation of this important matter. We deeply appreciate the support and assistance you have provided us.

Sincerely,

David Cothran, Chairman

Anderson County Planning Commission

CIP Projects by Department	Score	Goal/ Strategy	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Airport								
Airport Monument Sign	8	4.1					40,000	40,000
ARFF Truck Garage	14	2.2	50,000					50,000
Fuel Farm Relocation/Improvements	16	4.1		1,068,000				1,068,000
Maintenance Shed	21	4.1	40,000					40,000
Airport Master Plan	16	4.1	300,000					300,000
County Facilities								
Townsend Building Generator	13	NYD	200,000					200,000
Fleet Services								
Fleet Services Facility	18	2.2	7,500,000					7,500,000
New Fuel Island (Powdersville)	11	2.2	95,000					95,000
Technician Work Truck	13	2.2	90,000					90,000
Library								
New Branch Library	13	2.1			3,500,000			3,500,000
New Branch Staffing	13	2.1			100,000	185,000	195,000	480,002
PAWS								-
New Medical Grade Refrigerator	NYD	NYD	40,000					40,000
Roads & Bridges								
Mini Excavator	14	4.1	90,000					90,000
Trench Box	12	4.1	90,000					90,000
Surveying Equipment	14	4.1		40,000				40,000
Jet Rodder Trailer	14	4.1		100,000				100,000
Sweeper Truck	14	4.1				225,000		225,000
Pavement Marking Machine	14	4.1					100,000	100,000
Curbing Machine	14	4.1					150,000	150,000
Solid Waste								
King David Convenience Center	9	2.2	105,000					105,000
Manse Jolly Convenience Center	9	2.2		105,000				105,000
MRF Tire Drop Off	16	2.2		200,000				200,000
Parker Bowie Convenience Center	12	2.2	835,000					835,000
Powdersville Convenience Center	8	2.2				715,000	1,400,000	2,115,000
Slabtown Convenience Center	9	2.2		105,000				105,000
Starr Landfill	16	2.2	500,000	200,000	200,000	200,000	200,000	1,300,000

CIP Projects by Department	Score	Goal/ Strategy	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Stormwater Management								
Civic Center Stream Restoration	10	3.1	88,000	205,000	205,000			498,000
Technical Services		Harrie III						
County Network Failover	NYD	NYD	16,000					16,000
Public Safety Radio System Improvement	14	2.2	2,917,040	2,754,000				5,671,040
Wastewater								
5-Mile Phase III & IV	19	6.1	500,000	3,250,000	500,000	3,250,000		7,500,000
6 & 20 WWTP	18	6.1	4,500,000					4,500,000
Exit 14	18	6.1	3,000,000	11,000,000				14,000,000
Highway 81 North Wastewater Lines	12	6.1				6,000,000		6,000,000
Hurricane Creek Pump Station Upgrade	20	6.1	800,000	1,000,000				1,800,000
Masters Blvd. Sewer Lines	15	6.1			3,500,000			3,500,000
Crestview and Highway 81 N	14	6.1	800,000					800,000

NYD - Not Yet Determined

CIP Funding for FY 2021-2025

CIP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Airport	390,000	1,068,000			40,000	1,498,000
Facilities	200,000					200,000
Fleet	7,685,000		- N			7,685,000
Library			3,600,000	185,000	195,000	3,980,000
PAWS		4,000				4,000
Roads & Bridges	180,000	40,000	100,000	225,000	250,000	795,000
Solid Waste	1,440,000	610,000	200,000	915,000	1,600,000	4,765,000
Stormwater Management	88,000	205,000	205,000			498,000
Technical Services	2,933,040	2,754,000				5,687,040
Wastewater	9,600,000	15,250,000	4,000,000	9,250,000		38,100,000
Total	22,516,040	19,931,000	8,105,000	10,575,000	2,085,000	63,212,040

CIP Total Funding Sources	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Bonds	7,500,000	11,000,000	3,500,000			22,000,000
FAA	270,000	961,200				1,231,200
General Fund	3,508,040	2,851,400	200,000	410,000	485,000	7,454,440
Revenue Bond	500,000					500,000
SC Aeronautics	15,000	53,400				68,400
Sewer Fund	2,100,000	4,250,000	4,000,000	9,250,000		19,600,000
Solid Waste Fund	940,000	610,000	200,000	200,000	200,000	2,150,000
Unknown	7,683,000	205,000	205,000	715,000	1,400,000	10,208,000
Total	22,516,040	19,931,000	8,105,000	10,575,000	2,085,000	63,212,040



Submitted CIP Projects FY 2021-2025 Scoring Matrix



Project	Consistent with County-adopted goals and plans	Extent of benefit	Supports economic dev or tourism	Relationship with other projects	Public health and safety	Mandates or other legal requirements	Standard of service	Total	Rank
Airport: ARFF Truck Garage	3	3	3		3	3	3	21	A
Airport: Fuel Farm Relocation/Improvements	3	3	3	3	3	3	3	21	MARKA AND DESCRIPTION OF THE PERSON OF THE P
Wastewater: Hurricane Creek Pump Station Upgrade	3	2	3	3	3	3	3	20	A
Wastewater: 5-Mile Phase III & IV	2	2	3	3	3	3		19	A
Fleet: Fleet Services Facility	3 3	3			3	1	3.	18	A
Wastewater: 6 & 20 WWTP	3	1	3	2	3	3	3	18	A
Wastewater: Exit 14	3	-1	3	3	3	2	3 - 3 - 4	18	A.
Airport: Master Plan	2	2	2	3	2	3	2	16	В
Solid Waste: MRF Tire Drop Off	3	2	1	1	3	3	3	16	В
Solid Waste: Starr Landfill	3	3	3	2	1	2 2	2	16	8
Wastewater: Masters Blvd Sewer Lines	2	1	3	2	2	2	3	15	В
Airport: Maintenance Shed	1	3	2	2	1	2	3	14	8
Wastewater: Crestview and Hwy 81 N	3	1	3	1	2	2	2	14	В
Technical Services: Public Safety Radio System	1	3	2	1	3	1 1	3	14	8
Roads & Bridges: Mini Excavator	1	3	2	1	3	1	3	14	В
Roads & Bridges: Trench Box	1 - 1	3	2	1	3	1	3	14	8
Roads & Bridges: Jet Rodder Trailer	1	3	2	1	3	1	3	14	8
Roads & Bridges: Sweeper Truck	1	3	2	1	3	1	3	14	В
Roads & Bridges: Pavement Marking Machine	1	3	2	-1	3		3	14	В
Roads & Bridges: Curbing Machine	1	3	2	1	3	1	3	14	В
Fleet: Technician Work Truck	2	3	1	1	2	1	3	13	С
Library: New Branch	1	2	3	1	2	1	3	13	С
Library: New Branch Staffing	1	2	3	1	2	1	3	13	С
Facilities: Townsend Building Backup Generator	2	2	1	1	2	3	2	13	С
Solid Waste: Parker Bowle Convenience Center	3	1	1	1	2	1	3	12	С
Wastewater: Highway 81 N Wastewater Lines	2	1	3	2	2	- 1	1	12	С
Roads & Bridges: Surveying Equipment	1	3	2	1	2	1	2	12	С
Fleet: New Fuel Island (Powdersville)	1	2	1	1	2	1	3	11	С
Stormwater: Civic Center Stream Restoration	1	1	2	1	2	1	2	10	D
Solid Waste: King David Convenience Center	1	1	1	1	1	1	3	9	D
Solid Waste: Manse Jolly Convenience Center	1	1	1	1	1	1	3	9	D
Solid Waste: Slabtown Convenience Center	1	1	1	1	1	1	3	9	D
Airport: Airport Manument Sign	1	1	1	1	1	1	2	-8	D
Solid Waste: Powdersville Convenience Center	2	1	1	1	1	1	1	8	D
PAWS: New Medical Grade Refrigerator*									NYD
Technical Services: County Network Failover*	- 1								NYD
*Scoring Not Yet Determined									

Attachment A: Policy Recommendations and Implementation Strategies

Recommendation 1: Undertake a comprehensive economic development policy for Anderson County

Implementation Strategy 1.1: Employ innovative financial and socioeconomic programs at the local level

Implementation Strategy 1.2: Strengthen ties with local academic institutions for leveraging opportunities in the new economy

Recommendation 2: Expand cultural and recreational opportunities, quality of life and public safety efforts

Implementation Strategy 2.1: Address Library and Parks & Recreation systems' needs, facilities historic preservation

Implementation Strategy 2.2: Address public health, safety and facilities' needs, including emergency medical and fire services, detention center, solid waste and recycling

Implementation Strategy 2.3: Address quality of life issues of various demographic groups, including aging population, young professionals, veterans, residents living in concentrated poverty and those with disabilities

Recommendation 3: Enhance environmental quality and capitalize on green infrastructure and emerging energy opportunities

Implementation Strategy 3.1: Undertake additional natural resource protection and enhancement efforts

Implementation Strategy 3.2: Continue brownfields clean-up efforts

Implementation Strategy 3.3: Act upon opportunities identified by the County's "Green Infrastructure" initiative

Implementation Strategy 3.4: Prepare for solar energy opportunities

Recommendation 4: Enhance and diversify the transportation system, with a focus on connectivity

implementation Strategy 4.1: Continue improvements to the current transportation system and prepare for emerging demands

Implementation Strategy 4.2: Link transportation with housing, economic development and land use strategies

Implementation Strategy 4.3: Enhance road capacity by implementing access management and connectivity measures.

Recommendation 5: Encourage a variety of housing types and densities where possible

Implementation Strategy 5.1: Promote infill development

Implementation Strategy 5.2: Offer market-based incentives for developing traditional neighborhoods

Implementation Strategy 5.3: Identify barriers to housing in development regulations and adjust as appropriate

Implementation Strategy 5.4: Facilitate first-time home buyer information sessions

Recommendation 6: Initiate further growth planning activities in prioritized areas

Implementation Strategy 6.1: Utilize growth management techniques in high-growth areas

Implementation Strategy 6.2: Initiate development planning for low-growth areas

Implementation Strategy 6.3: Prioritize key areas for further focused studies

Attachment B: Priority Based Criteria Groupings and Definitions

Scores	1	2	3
Consistent with County- adopted goals and plans*	Project is not included in the County's adopted long-term guiding documents	Project has a long-term (3+ years) implementation in the County's guiding documents	Project has a short-term (0-2 years) implementation in the County's guiding documents
Extent of benefit	Projects would benefit less than 25% of citizens		Project would benefit more than 50% of citizens
Supports economic development and/or tourism	Project would have no impact on economic development and/or tourism	Project would have a positive, indirect impact on economic development and/or tourism	Project would have a positive, direct impact on economic development and/or tourism
Relationship with other projects	I OTHER PROJECTS OFFECTOV		Project is essential to the success of other projects identified in the CIP already underway
Project would have no impact on existing public health and/or safety		Project would improve public health and/or safety, but is not urgent; continual need or hazard	Project addresses an immediate, continual safety hazard or public health and/or safety need
Mandates or other legal requirements	Project is not mandated or otherwise required by court order, judgement, or interlocal agreements	Project would address anticipated mandates, other legal requirements, or interlocal agreements	Project required by federal, state, or local mandates, grants, court orders, and judgements; required as part of interlocal agreement
Standard of Service	Project is not related to existing standards of service	Existing standard of service is acceptable and project will maintain this standard	Existing standard of service has deficiencies and project will improve the standard

CMP Funding for FY 2021-2025

CMP Total Funding Sources	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Abbney Foundation	60,000	50,000	30,000			140,000
C-Funds (ACTC)	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Council Requests	2,445,000	2,300,000	1,585,000	1,585,000	1,585,000	9,500,000
FAA		1,574,100		1,300,500	471,150	3,345,750
General Fund	13,992,706	14,094,950	14,347,500	14,981,250	14,780,675	72,197,081
Grants	900,000			800,000		1,700,000
Infrastructure	1,160,555	2,272,000	1,026,000	2,610,000	100,000	7,168,555
SC Aeronautics		87,450		72,750	26,175	186,375
Sewer Fund	410,000	350,000	500,000	500,000	250,000	2,010,000
Solid Waste Fund	218,000					218,000
Stormwater	30,000	30,000	35,000	35,000	1,035,000	1,165,000
Unknown	447,680	505,200	766,000	20,000	20,000	1,758,880
Tota	21,163,941	22,763,700	19,789,500	23,404,500	19,768,000	106,889,641

CMP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Airport	30,000	2,649,000		5,446,000	523,500	8,648,500
ASEC	170,000					170,000
Facilities	2,650,000	1,225,000	1,350,000	775,000	1,100,000	7,100,000
Fleet	2,285,000	3,025,000	3,225,000	3,400,000	3,950,000	15,885,000
Library	520,000	865,000	185,000	150,000	185,000	1,905,000
Museum	167,680	111,200				278,880
Parks	2,840,000	2,425,000	3,500,000	1,310,000	3,510,000	13,585,000
PAW5	60,000	90,000	50,000	20,000	20,000	240,000
Planning	100,000	100,000	100,000	100,000	100,000	500,000
Roads & Bridges	10,460,555	11,072,000	9,826,000	11,410,000	8,900,000	51,668,555
Solid Waste	474,985	296,500				771,485
Stormwater Management	30,000	87,500	781,000	35,000	1,035,000	1,968,500
Technical Services ·	877,500	467,500	272,500	258,500	194,500	2,070,500
Voter Registration	88,221					
Wastewater	410,000	350,000	500,000	500,000	250,000	2,010,000
Total	21,163,941	22,763,700	19,789,500	23,404,500	19,768,000	106,889,641

CMP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Airport						
Asphalt Aprons Rehab - Construction				1,446,000		1,446,000
Asphalt Aprons Rehab - Design & Bid		149,000				149,000
Hangar Rehabilitation		900,000				900,000
Runway 17/35 Rehabilitation				4,000,000		4,000,000
Taxiway Alpha Rehab - Construction		1,455,000				1,455,000
Taxiway Alpha Rehab - Design & Bid		145,000				145,000
Taxiway B&C Lighting Upgrades					523,500	523,500
Self-Serve Credit Card Reader	30,000					30,000
ASEC						
ADA Accessible Route between Fields 1 & 2	170,000					170,000
County Facilities						
Ag Building Roof Replacement	450,000					450,000
Economic Development Building Roof Replacement	50,000					50,000
Historic Courthouse Structural	550,000					550,000
Civic Center HVAC	1,500,000					1,500,000
DHEC Rooftop HVAC Unit	100,000					100,000
DSS Building Exterior Doors		175,000				175,000
Museum HVAC		100,000				100,000
Townsend Building Windows		250,000				250,000
Forensics Building Roof		100,000				100,000
Powdersville Library HVAC		150,000				150,000
DHEC Building Roof		450,000				450,000
Agriculture Building HVAC			750,000			750,000
Powdersville Library Roof Replacement			250,000			250,000
Old Public Safety Building Roof			350,000			350,000
DSS Building Emergency Backup Generator				100,000		100,000
Community Culture Building Roof				400,000		400,000
Courthouse Annex HVAC				175,000		175,000
Historic Courthouse Fire Alarm				100,000		100,000
Courthouse Annex Roof					400,000	400,000
Historic Courthouse HVAC					400,000	400,000
Townsend Building Roof					300,000	300,000

CMP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Fleet Services						
Fuel Island Upgrades	35,000	25,000	25,000		450,000	535,000
Fleet Replacement (County and Sheriff)	2,250,000	3,000,000	3,200,000	3,400,000	3,500,000	15,350,000
Library						
Bookmobile Purchase	200,000					200,000
Carpeting Replacement	25,000	100,000	25,000	25,000	25,000	200,000
Floor Repair Main Library	200,000					200,000
HVAC Replacement	20,000	200,000	60,000	60,000	60,000	400,000
Painting Libraries	25,000		25,000		25,000	75,000
Fleet Vehicle Replacement	24,000		25,000		26,000	75,000
Furniture and Equipment Replacement	20,000	10,000	20,000	10,000	20,000	80,000
Roof Replacement Main Library		500,000				500,000
Parking Lots Resurfacing/Painting		25,000	25,000	25,000	25,000	100,000
Museum						
ACM Courtyard Plaza	135,680	111,200				246,880
Accessible Front Doors	12,000					12,000
Security Cameras	20,000					20,000
Parks					-	
ADA Review	200,000					200,000
Dolly Cooper Disc Golf Upgrades	15,000					15,000
Dolly Copper Football Field Lighting	30,000	200,000				230,000
Dolly Cooper Football Practice Field	15,000	100,000				115,000
Dolly Cooper Kayak Launch ADA Redevelopment	60,000					60,000
Dolly Cooper Master Plan	80,000					80,000
Equinox Park Parking Lot Relevel		20,000	75,000			95,000
Equinox Shelter Roof			15,000			15,000
Farmers Market Pavilion		75,000	780,000			855,000
Flat Rock Walking Track		50,000				50,000
Green Pond Landing	1,380,000	650,000	1,200,000	800,000	3,000,000	7,030,000
Haynie Park Wall Redevelopment	850,000					850,000
Lake Hartwell Courtesy Docks		20,000	20,000			40,000
Master Park and Recreation Plan	50,000					50,000
McFalls Landing Courtesy Dock and Boat Ramp	50,000	880,000				930,000
Mountain View Park Dock Replacement		60,000	550,000			610,000
Muldrow Park Wall Dock Shelter Redevelopment		70,000	400,000			470,000

CMP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Safety and Hazard Tree Issues in County Parks	50,000	100,000	100,000	100,000	100,000	450,000
Saluda River 48-mile Corridor	30,000	160,000	160,000	160,000	160,000	670,000
Wellington Park Redevelopment	30,000	40,000	200,000	250,000	250,000	770,000
PAWS						
Dog Park Renovations	60,000	50,000	30,000			140,000
Replace Flooring		40,000	20,000	20,000	20,000	100,000
Planning						
Americans with Disabilities Act (ADA)	100,000	100,000	100,000	100,000	100,000	500,000
Roads & Bridges						
Building & Grounds Parking Lots	300,000	300,000	300,000	300,000	300,000	1,500,000
Cheddar Road Bridge Replacement	15,000	130,000	126,000			271,000
Howard McGee Road Culvert Replacement	100,000					100,000
Large Culvert Projects	150,000	60,000	100,000	60,000	100,000	470,000
Lynn Avenue Culvert Replacement	100,000					100,000
Parker Bowie Road Bridge Replacement	130,000	126,000				256,000
Pavement Condition Evaluation	500,000					500,000
Road Asphalt Surface Repair	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000	42,500,000
Shackleburg Road Bridge Replacement	40,000	20,000		700,000		760,000
Simpson Road Bridge Replacement	70,000				0	70,000
Spearman Drive Widening	50,000	200,000				250,000
Taylor Road Bridge Replacement	50,000	50,000	250,000	250,000		600,000
Walker Road Bridge Replacement	355,555	136,000				491,555
Welpine Road/Clemson Blvd Intersection	100,000	1,400,000				1,500,000
Shackleburg Road Culvert Replacement		150,000				150,000
Liberty Road Box Culvert Replacement			100,000			100,000
Mt. Airy Church Road Reconstruction			350,000			350,000
Bowen Road Reconstruction			100,000	1,500,000		1,600,000
Hix Road Box Culvert Replacement				100,000		100,000
Solid Waste						
Double Springs Park Trash Receptacles	6,390					6,390
Haynie Park Trash Receptacles	8,520					8,520
King David Convenience Center		128,500				128,500
McFalls Landing Trash Receptacles	2,130					2,130
Belton Material Recovery Facility	200,000					200,000
Muldrow Park Trash Receptacles	4,620					4,620

CMP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Powdersville Recycling Center	18,000					18,000
Sandy Springs Walking Track Trash Receptacles	2,130					2,130
Timmerman, Jr. Boat Ramp Trash Receptacles	3,195					3,195
White Street Convenience Center Warehouse	230,000					230,000
Whitefield Convenience Center		168,000				168,000
Stormwater Management						
Detention Pond Maintenance	30,000	30,000	35,000	35,000	35,000	165,000
Gilmer Estates Storm Drainage Repair		57,500	746,000			803,500
Old McCants Property Drainage Repair					1,000,000	1,000,000
Technical Services						
Access Control and Camera Upgrades	200,000	100,000	75,000	75,000		450,000
ACSO Phone System Upgrade	100,000					100,000
County Phone System Upgrade		25,000	25,000	10,000		60,000
Network Upgrade	123,000	48,000	18,000	19,000		208,000
Personal Computer Upgrades	84,500	84,500	84,500	84,500	84,500	422,500
Server Upgrades	350,000	90,000	50,000	50,000	90,000	630,000
Google Suite	20,000	20,000	20,000	20,000	20,000	100,000
UPS at 1428		100,000				100,000
Voter Registration and Elections						
Laptop Upgrades - Electronic Voter Registration List	88,221					88,221
Wastewater						
Pump Stations Rehab	410,000	350,000	500,000	500,000	250,000	2,010,000

Minutes Planning and Public Works Committee Meeting Monday, March 9, 2020

The Planning and Public Works Committee Meeting of Wednesday, February 19, 2020 was called to order at 1:31 pm by Chairman Ms. M. Cindy Wilson. Mr. Brett Sanders and Mr. Jimmy Davis were in attendance for the Planning and Public Works Committee meeting. The Invocation and Pledge of Allegiance was provided by Mr. Jimmy Davis.

The following items were discussed by the committee:

3. Approval of minutes for February 19, 2020:

The requested corrections for the minutes of February include page 1 item number #4 insert the date to read On February 10, 2020 an advisory meeting was held and, remove Ms. Morgan and the Mayor of Belton because they were not in attendance at the solid waste meeting. On page 2, first paragraph Health insert Comma Safety and welfare. On page 2 item number #6 should read The Paws Animal Shelter instead of the paw animal shelter and, also insert use the funding they have on hand for this item. On page 2 item #6 correct the spelling of Parkier Bowie to Parker Bowie.

Mr. Brett Sanders made the motion to accept minutes as corrected and a second from Mr. Jimmy Davis, the committee voted to unanimously to recommend to Full Council.

4. Presentation on Sewer Projects, updates and current conditions, Derrick Singleton:

Anderson County has had many problems due to all the rain. The creek banks have been washing out. A project was just finished at Glen Raven and other areas to add more rock and re-establish the creek banks. At 6&20 there are issues with sludge handling due to all the rain. There are drying beds which have had issues drying out. We may have look at other options to deal with the sludge because the current process involves dumping on top of beds. A secondary option would be to have a company come, pump it out and carry to another treatment plant for processing. Most wastewater plants have sludge handling with belt presses or are rated to land apply.

The Hurricane Creek Pump Station Upgrade Phase I will involve putting in a new wet well. The original wet well was too small and under designed. The new wet well will be 10ft in diameter and 16 ft. deep. This will help with extra holding time, add more volume, the pumps will not come on as much and, there will be a longer run time. This is one of the highest flowing pump station. In addition, a line feed system will be added to help to mask odors and reduce H2S. There is a problem with H2S downstream from the pump station eating up the pipes and manholes. The characteristics of the westerwater are acidic, raising the PH will help so it's not as corrosive on the infrastructure. The company Tugaloo from Westminster is performing the work for this project.

The Hurricane Creek Pump Station Upgrade Phase II project will include adding new pumps, controls and a new force main. The current force main is too small and is causing restrictions to the pumps. The most expensive portion of this project is still in design and will include where it leaves the pump station and crosses Lake Hartwell. If SCDOT will not let the County add another pipe to the bridge on Highway 76 we will have bore under the lake. If we can eliminate replacing this portion it will be a huge savings. The diameter of the current pipe is 12 in. and an upgrade will be 16in. or 18 in diameter. The current line will have to stay in place until the whole project is complete. Anderson Regional also has a water line on this bridge that is the main feed that goes to the Clemson, Pendleton and Central areas. This project has an estimated cost of \$4 - \$5 million dollars for new pumps, a new force main, controls and possibly a new generator.

Minutes Planning and Public Works Committee Meeting Monday, March 9, 2020

The Stone Haven Subdivision project is off of Dixon Road. The original infrastructure was put in, in the early 1970's and Anderson County took it over in 1978-79. When there is an inch of rain or more it requires pumping with additional trucks that are trying to isolate and hit the worst areas first to start the elimination so the pumps can keep up with what comes down the pipe. An estimated cost for this project will be between \$1.2-\$1.5 million dollars. All the current piping in place is clay and will require lining each section and rehabbing the manholes.

The Welpine Sewer Project was sent out for bid, receiving responses from 20 contractors, and a bid of \$1.7 million. The project can be started after a right of way issue can be resolved. An update should be given soon.

The Exit 14 project's design work is complete and staff are currently working on right of way issues and negotiations. This project may possibly be able to go out for bid in the summer.

The next item of discussion was The Pendleton Clemson Wastewater Treatment Plant project. On February 21, 2020, members of council and staff attended a presentation meeting from the Oconee Sewer Authority. If the County implements a policy similar to the Oconee Sewer Authority the authority would own all of the capacity. Aiken County does have a similar sewer authority. Nick Nicholson an attorney from Haynsworth Sinkler Boyd Law Firm in Greenville would draft the documents if a new authority was formed. The first upgrade will consist of adding 1.5 Million gallons. The three entities associated with this project have given a baseline request of what capacities they will need for the projected future build out for the next ten years which includes Anderson County 600,000 capacity, Clemson 500,000 capacity and, Pendleton 400,000 capacity. The cost for the upgrade for Phase I of this project will be \$19 million. There is a Phase II plan that could be implemented as needed to add an additional 1.5 gallons at today's cost of \$16 million.

The department is working with all the local water districts to begin the process of reading, billing, and collecting. Sandy Springs is the only water district not participating at this time.

This item is for information only. No decisions or votes were taken for this item.

5. Capital Improvements of 2020:

The Capital Improvement Plan is a planning tool that is State mandated and is part of budget process to anticipate capital project needs and put things into a maintenance program.

The Airport requests include a firetruck garage and a maintenance shed. The requests are listed in alphabetic order by department. The Airport Master Plan is for \$300,000 and should be completed before building anything else. The Airport department requests will be set aside and addressed after a new airport manager is hired.

The County Facilities Department request is for a generator for the Townsend Building. This item is a request in the upcoming budget year. The generator will be used to hold bond court.

The Fleet Services Department requests include the Fleet Services building that has been planned, bid out and, the builder has been selected. The County is waiting on the final cost estimate for this project. The next request is for a new Fuel Island in Powdersville. The location for this item has changed. There is a possibility it may be placed in the Dolly Cooper Park which would help prevent future crime issues. Anderson County already owns the property and there is already power. This will also allow the deputies to be on beat longer. The Fleet Services department is also requesting a technician work truck that will

Minutes Planning and Public Works Committee Meeting Monday, March 9, 2020

be an addition to the fleet. A department will only place new equipment on this plan not a replacement of any old equipment.

The Library requests on the plan are for 2023. The library has a different budget, a discreet account that is state mandated with a separate levee.

The Paws Animal shelter request is for a medical grade refrigerator in the amount of \$2500-\$4000. The shelter may possibly be able to use funds they have on hand for this purchase. The donations received for the shelter cannot be spent without council approval.

The Roads and Bridges Department request is for a mini excavator and trench box. The Solid Waste Department requests are for the King David Convenience Center, the Parker Bowie Convenience Center, and the Starr Landfill. These projects are all still needed.

The committee is looking at the long range plan to provide the approval or any requested amendments. The first year items in the plan will be in the operating budget voted on this year. During the review of this plan if there are any items coming up for the next 2-3 years council may schedule a meeting with the department heads to find out more details.

The next Planning and Public Works meeting will be held on Friday, March 20, 2020 at 10:00am.

No decisions or votes were taken for this item.

There being no further business, the	e Planning and Public Works Committee	ee meeting was adjourned at
2:31pm.		, Chair
		Date

Anderson County Council Clerk Post Office Box 8002 Anderson, SC 29622 leddleman@andersoncountysc.org

MOURST THE AUTHOR &

864-260-4356 (fax)

RECREATION FUND APPROPRIATIONS Application Form

Effective July 1, 2011

1.	Name of entity requesting recreation fund appropriations: AMERICAN Legion 1051 #44
	Amount of Request:
3	The purpose for which the funds are being requested: [NSUPANCE PREMIUM \$1257.00 AMERICAN Legion Building AND PAINT The INSIDE OF the Building yetc. Is the entity a non-profit Corporation in good standing with the South
4.	Is the entity a non-profit Corporation in good standing with the South
	Carolina Secretary of State? If so, please attach evidence of that good standing.
5•	Standing. Yes Contact Person: Ken HA! Mailing Address: P.O. Box 391, Ina 5-C. 29655 Telephone number: 864-940-8226 6x 864-348-693!
6.	Statement as to whether the entity will be providing matching funds:

REQUIRED DOCUMENATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

The State of South Carolina CERTIFICATE OF INCORPORATION

BY THE SECRETARY OF STATE

EXECUTIVE DEPARTMENT

WHEREAS.

ALLEN THOMAS and MERNEST D. ALEXANDER

both of

Iva. South Carolina

DISSOLVED BY FORFEITURE

two or more of the officers or agents appointed to supervise or manage the affai FAR URE

AMERICAN LEGICH POST NO. 44 (Iva. S.C.)

which has been duly and regularly organized, did on the

19th

day of

July

, A. D. 1956 , file with the Secretary of State a written declaration setting forth:

That, at a meeting of the aforesaid organization held pursuant to the by-laws or regulations of the said organization, they were authorized and directed to apply for incorporation.

That, the said organization holds, or desires to hold, property in common for Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose, or any two or more of said purposes, and is not organized for the purpose of profit or gain to the members, otherwise than is above stated, nor for the insurance of life, health, accident or property; and that three days' Anderson Independent , a newspaper published in the notice in the

County of

Anderson

, has been given that the aforesaid Declaration would be filed.

AND WHEREAS, Said Declarants and Petitioners further declared and affirmed:

FIRST: Their names and residences are as above given.

SECOND: The name of the proposed Corporation is

AMERICAN LEGION POST NO. 44

Iva. S. C. THIRD: The place at which it proposes to have its headquarters or be located is

FOURTH: The purpose of the said proposed Corporation is to promote civic and community enterprises for the good of the public generally, to buy, own to promote civic and community and sell real estate, and to do all the subsidiaries necessary or convenient for carrying out and into effect the main purposes and objects of the corporation, which is purely eleemonsynary.

FIFTH: The names and residences of all Managers, Trustees, Directors or other officers are as follows:

Allen Thomas Ernest D. Alexander Bryant E. Brown . Charlie Shaw James L. Brown

Iva. S. C. Iva, S. Iva, S. Iva, S. C. Iva, S.

Commander Adjutant First Vice-Commander Second Vice-Commander Third Vice-Commander

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: DISTRICT: 5

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

	lacroegaert@andersoncountysc.org Fax: 864-260-4356
1.	
	Anderson Interfaith Ministries, Inc.
2.	Amount of request (If requesting funds from more than one district, annotate amount from each district): \$\\$1500,00
3.	The purpose for which the funds are being requested: The funding Will be used to provide Senior utizens assistance Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so,
4.	Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so,
	please attach evidence of that good standing.
5.	Contact Person: Kristi - King Brick
	Mailing Address: 1202 South Murray Avenue Anderson & 29/24
	Phone Number: 864-774-9256
	Contact Person: Kristi-King Brock Mailing Address: 1202 South Murray Anderson & 29624 Phone Number: 864-274-9256 Email: Kristi. King-Brock Day Charity. org
6.	Statement as to whether the entity will be providing matching funds:
	465
	I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

Signed on behalf of 5/7/2020
Print Name Date

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

ANDERSON INTERFAITH MINISTRIES, INC.

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina State:

Registered Agent

Agent: HDQRTRS

Address: PO BOX 1136 ANDERSON SC , South Carolina

Important Dates

Effective Date 12/19/1990

Expiration N/A
Date:

Term End N/A
Date:

Dissolved N/A
Date:

Official Documents On File

Filing Type	Filing Date
Amendment	05/17/1991
Incorporation	12/19/1990

For filing questions please contact us at 803-734-2158

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RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: DISTRICT: 5

Mail/Email/Fax to:

	Anderson County Council Clerk P. O. Box 8002 Anderson, SC 29622 lacroegaert@andersoncountysc.org Fax: 864-260-4356
1.	Name of entity requesting recreation fund appropriation: ACM - AnderSon (Junty MUSEUM)
2.	Amount of request (If requesting funds from more than one district, annotate amount from each district):
3.	The purpose for which the funds are being requested: TO PYOVI DE ASSISTANCE With the ThendSof MUSEUM Hall Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so,
4.	Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5.	Contact Person: Reba Martin Mailing Address: 302 FAST Even VILL St. Anderson Sc. 7967 Phone Number: 864-260-4737 Email: 1 Martin 0070 Charter. Net
6.	Statement as to whether the entity will be providing matching funds:
	I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.
	Signature Standard Standard Standard Date

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU RE	EQUESTING FUNDING FROM:
DISTRICT:	6

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

- 1. Name of entity requesting recreation fund appropriation: Piedmont Historical Preservation Society
- 2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$500.00 (two months' rent and insurance)
- 3. The purpose for which the funds are being requested: Rent for our location at the Piedmont Community Building and insurance for two months
- 4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. **Evidence attached**
- 5. Contact Person: Charlene Spelts
 Mailing Address: c/o Piedmont Historical Preservation Society, P O Box 284, Piedmont, SC 29673
 Phone Number:864-350-1080
 Email:cspelts@outlook.com
- 6. Statement as to whether the entity will be providing matching funds: We are in the process of fund raising for our pending annual rent and insurance. We are to appear before the Piedmont Public Service District Commissioners in April to finalize a rental agreement for the use of the room referred to as the Don Roper Museum. We wish this room to remain the home of the Piedmont Historical Preservation Society. Members of our board of directors are responsible for securing all funding for our entity. In June of 2007 Mr. Don Roper was granted permission by the PPSD to store his collection of artifacts for an unspecified time limit. Prior to his death Mr. Roper gave the Piedmont Historical Preservation Society permission to care for and share his collection with the public. Since then we have received more collections relating to the history of our area from families in Piedmont. We hope to establish a more permanent agreement with the PPSD in order to provide open museum days for education and information to the Community. Thank you for your consideration.

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

Charlene E. Q	Spells Charlene E. Spelts	March 10, 2020
Signature	Print Name	Date
(Electronic)		



State of South Carolina Office of the Secretary of State The Honorable Mark Hammond

Apr 19, 2019

Piedmont Historical Preservation Society Anne Peden PO BOX 284 PIEDMONT, SC 296730284

RE: Registration Confirmation

Charity Public ID: P48284

Dear Anne Peden:

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on May 15, 2020.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4 ½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.00.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham

Director, Division of Public Charities

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

Piedmont Historical Preservation Society

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina

State:

Registered Agent

Agent: Anne Peden

Address: 221 Sandy Springs Rd

Pelzer, South Carolina 29669

Important Dates

Effective Date 05/21/2018

:

Expiration N/A

Date:

Term End N/A

Date:

Dissolved N/A

Date:

Official Documents On File

Filing Type	Filing Date
Articles of Incorporation	05/21/2018

**WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

District Six (Jimmy Davis) Mail/Email/Fax to: Anderson County Council
Clerk Post Office Box 8002 Anderson, SC 29622
lacroegaert@andersoncountysc.org 864-260-4356 (fax)

RECREATION FUND APPROPRIATIONS Application Form

Effective July 1, 2011

- 1. Name of entity requesting recreation fund appropriations:

 Powdersville League of Athletic Youth (PLAY)

 -Diamond Sports
- 2. Amount of Request: \$1000
- 3. The purpose for which the funds are being requested:

 PLAY- Diamond Sports is requesting help funding our opening day on April 4th 2020 at

 New Hope Baptist in Pelzer, SC.
- 4. Is the entity a non-profit Corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes (See attached.)
- 5. Contact Person: Josh Proffitt

Mailing Address: PO Box 51506, Piedmont, SC 29673 Telephone

number: 864-607-8950

6. Statement as to whether the entity will be providing matching funds:

PLAY does match the requested funds by doing various fundraising activities
throughout the course of the year or through registration costs but cannot solely
support itself without county support.

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

A 03-10-2

Joshua D. Proffitt, Director

PLAY Diamond Sports

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

POWDERSVILLE LEAGUE OF ATHLETIC YOUTH

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina

State:

Registered Agent

Agent: JOSHUA WIEDEMANN

Address: 26 DUXBURY LN

EASLEY, South Carolina 29642

Important Dates

Effective Date 02/19/2015

:

Expiration N/A

Date:

Term End N/A

Date:

Dissolved N/A

Date:

Official Documents On File

Filing Type	Filing Date	
Incorporation	02/19/2015	

For filing questions please contact us at 803-734-2158

Copyright © 2020 State of South Carolina

Certificate of Incorporation, Nonprofit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

POWDERSVILLE LEAGUE OF ATHLETIC YOUTH, a nonprofit corporation duly organized under the laws of the State of South Carolina on February 19th, 2015, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and Jiabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal of the State of South Carolina this 20th day of February, 2015

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: DISTRICT: 1, 2, 3, 4, 5, 6, and 7

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

- 1. Name of entity requesting recreation fund appropriation: Safe Harbor, Inc.
- 2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$500 from each district

The purpose for which the funds are being requested: Safe Harbor serves the Anderson community through emergency shelter, counseling, and other resources for victims of domestic violence and their children. Our prevention program, the Relationship Education Project, reaches teenagers in Anderson middle and high schools teaching healthy relationship skills. Our state consistently ranks in the top 5 for the number of women killed by men, and children are present in the majority of reported incidents of domestic violence - support for these services is crucial.

This year is a critical year for us as we have recently lost our biggest source of funding in Anderson: support for our Anderson shelter was cut from the United Way of Andlerson County budget. Safe Harbor's Diva Regatta and Island Party is being held on May 2nd in Anderson at the Western Carolina Sailing Club to raise funds in support of our services, so that we can continue to offer lifesaving refuge for victims of domestic violence and their children in Anderson County.

We would be honored to have the support of County Council behind us as we work to raise funcls and increase awareness of Safe Harbor and the issue of domestic violence in our community.

3. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. **YES**

4. Contact Person: Amanda Manly

Mailing Address: PO Box 174, Greenville, SC 29601

Phone Number: **864-385-7947**

Email: amanda.manly@safeharborsc.org

5. Statement as to whether the entity will be providing matching funds:

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

Cimanda Maniy,	Amanda Manly	3/26/2018
Signature	Print Name	Date

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

SAFE HARBOR, INC.

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina

State:

Registered Agent

Agent: MARCIA W BARKER

Address: 65 WINFIELD RD

GREENVILLE, South Carolina 29619

Important Dates

Effective Date 01/16/1995

:

Expiration N/A

Date:

Term End N/A

Date:

Dissolved N/A

Date:

Official Documents On File

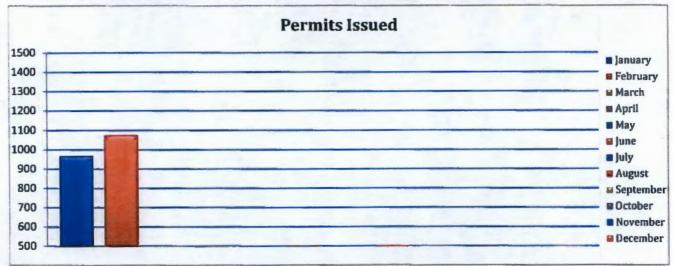
Filing Type	Filing Date
Incorporation	01/16/1995

Anderson County Building & Codes Monthly Activity Report Feb-20

Total Number Permit Transactions:	1076	_	
New Single Family: New Multi-Family:	87		
Residential Additions/Upgrades:	22	-	
Garages/Barns/Storage:	19	-	
New Manufactured Homes:	12	-	
New Commercial:	2		
Commercial Upfits/Upgrades:	5		
Courtesy Permits/Fees Walved:	4	(See Attached)	
Inspection Activity:			
Citizens Inquiries:			85 (Includes Updating Sub-Standard Cos
(New & Follow Up; Includes Sub-Standard Hous	sing /Mobile Home	es)	Annual of the second of the se
Tall Grass Complaints (New and Follow U	ps):		
Tatl Grass Complaints (New and Follow U Number of Scheduled Building Inspection		of Site Visits):	827
Number of Scheduled Building Inspection Courtesy, Site and Miscellaneous Inspect	ns Performed (#	of Site Visits):	12
Number of Scheduled Building Inspection	ns Performed (#	of Site Visits):	
Number of Scheduled Building Inspection Courtesy, Site and Miscellaneous Inspect	ns Performed (# elions:	of Site Visits):	12
Number of Scheduled Building Inspection Courtesy, Site and Miscellaneous Inspect Manufactured Home Inspections:	ns Performed (# elions:	of Site Visits):	12 71
Number of Scheduled Building Inspection Courtesy, Site and Miscellaneous Inspect Manufactured Home Inspections: Total Number of Inspections (Site Visits)	ns Performed (# citions:		995 995
Number of Scheduled Building Inspection Courtesy, Site and Miscellaneous Inspect Manufactured Home Inspections: Total Number of Inspections (Site Visits) (Reviews/Misc. Activity: Plans Reviewed:	ns Performed (# elions:		995 sultations, resubmittals and solar)
Number of Scheduled Building Inspection Courtesy, Site and Miscellaneous Inspect Manufactured Home Inspections: Total Number of Inspections (Site Visits)	ns Performed (# chions: for Department:	(Includes preliminary cons	995 sultations, resubmittals and solar)
Number of Scheduled Building Inspection Courtesy, Site and Miscellaneous Inspect Manufactured Home Inspections: Total Number of Inspections (Site Visits) (Reviews/Misc. Activity: Plans Reviewed: Mech/Elec/Plumb Reviews: New Derelict Manufactured Home Cases: Hearings:	is Performed (# chons: for Department: 185 46 0 1	(Includes preliminary cons	995 sultations, resubmittals and solar)
Number of Scheduled Building Inspection Courtesy, Site and Miscellaneous Inspect Manufactured Home Inspections: Total Number of Inspections (Site Visits) (Reviews/Misc. Activity: Plans Reviewed: Mech/Elec/Plumb Reviews: New Derelict Manufactured Home Cases:	is Performed (# chons: for Department: 185 46 0	(Includes preliminary cons	995 sultations, resubmittals and solar)
Number of Scheduled Building Inspection Courtesy, Site and Miscellaneous Inspect Manufactured Home Inspections: Total Number of Inspections (Site Visits) (Reviews/Misc. Activity: Plans Reviewed: Mech/Elec/Plumb Reviews: New Derelict Manufactured Home Cases: Hearings:	is Performed (# chons: for Department: 185 46 0 1	(Includes preliminary cons	995 sultations, resubmittals and solar)
Number of Scheduled Building Inspection Courtesy, Site and Miscellaneous Inspect Manufactured Home Inspections: Total Number of Inspections (Site Visits) (Reviews/Misc. Activity: Plans Reviewed: Mech/Elec/Plumb Reviews: New Derelict Manufactured Home Cases: Hearings: Court Cases:	is Performed (# chons: for Department: 185 46 0 1	(Includes preliminary cons (Includes residential solar 	995 sultations, resubmittals and solar)
Number of Scheduled Building Inspection Courtesy, Site and Miscellaneous Inspect Manufactured Home Inspections: Total Number of Inspections (Site Visits) (Reviews/Misc. Activity: Plans Reviewed: Mech/Elec/Plumb Reviews: New Derelict Manufactured Home Cases: Hearings: Court Cases: Revenue Collected:	ions: If or Department: 185 46 0 1	(Includes preliminary cons (includes residential solar 	995 sultations, resubmittals and solar)

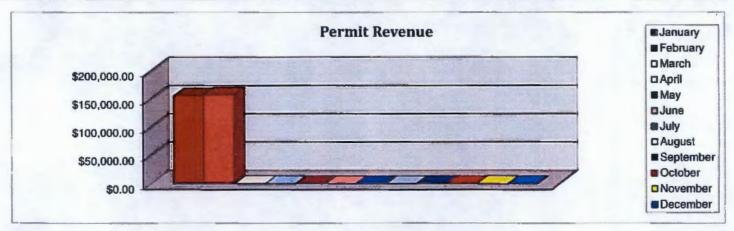
Anderson County Building & Codes Permits Issued for 2020

Month	Building	Electrical	Plumbing	HVAC	MH	Wrecking	Moving	Misc.	Total
January	253	258	151	154	79	22	10	41	968
February	269	311	158	168	69	16	10	75	1076
March									0
April									0
May									0
June									0
July									0
August									0
September									0
October									0
November									0
December									0
Total	522	569	309	322	148	38	20	116	2044



Anderson County Building & Codes Permit Revenue for 2020

Month	Building	Electrical	Plumbing	HVAC	MH	Wrecking	Moving	Misc.	Total
January	\$101,087.80	\$19,179.00	\$10,775.00	\$11,990.00	\$2,940.00	\$810.00	\$450.00	\$8,470.00	\$155,701.80
February	\$92,614.00	\$24,488.00	\$11,286.00	\$12,515.00	\$2,423.00	\$540.00	\$500.00	\$12,997.90	\$157,363.90
March									\$0.00
April									\$0.00
May									\$0.00
June									\$0.00
July									\$0.00
August									\$0.00
September									\$0.00
October									\$0.00
November									\$0.00
December									\$0.00
Total	\$193,701.80	\$43,667.00	\$22,061.00	\$24,505.00	\$5,363.00	\$1,350.00	\$950.00	\$21,467.90	\$313,065.70



F.W. DODGE BUILDING STATISTICS Toll-Free Phone: 877-489-4092 Fax: 800-892-7470						REPORT OF BUILDING OR ZONING PERMITS ISSUED AND				
		Pas. or	The second			LOCAL PUB				
For the month of	î:		Feb-20							
ANDERSON CO P.O. Box 8002 ANDERSON, SC	UNTY BUILDING 29622-8022	& CODE	ES			ate place below Discontinu Merged wit	ued issuing pe h another syste wo or more syst nd areas	em		
LEASE RETURN	THE WEEK OF							this period, marl		
	EW RESIDENTIAL				the state of the s	return this form	PUBLICLY O			
Section I	EW RESIDENTIAL	Item		PRIVATELY OWNED Number of		Num	Valuation of			
		No	Buiklings	Housing Units	Construction Owis cents	Huildings	Housing Units	Omit cents		
Single-Family houses, de	Inched	(a)	(b)	(c)	(d)	ie)	(1)	(g)		
ingie-randry mouses, we ixiude mobile homes	acincu	101	87	87	\$20,613,820					
ingle-family houses, att Separated by ground to No unites above or belo Separate heating system	runf wall, w, and	102								
wo-family buildings		103								
hree-and four-family but ive-or-more family build		104								
TOTAL: Sum of 101-105		105	87	87	\$20,613,820	0	0	\$0,00		
The state of the s	EW RESIDENTIAL			PRIVATELY O			PUBLICLY O			
Section 2	ONHOUSEKEEPING	Item		berof	Valuation of	_	herof	Valuation of		
В	UILDINGS	100111	Buildings	Housing	Construction	Buildings	Housing	Construction		
		No		Units	Quait cents		Units	Omit cents		
		(a)	751	(c)	(d)	(e)	10	(g)		
otels, motels, and touris	t cabins	213			(0)		117	197		
runsient accommedations o										
Other non-housekeeping shelter		214								
Section 3	ONRESIDENTIAL	item		PRIVATELY O		PUBLICLY OWNED Number of Val				
The second	UILDINGS		Num		Valuation of		Number of			
	OILDINGS		Bulkings	Housing Units	Omit cents	Buildings	Units Units	Construction Omit cents		
tmusement, social, and a		318	(h)	(c)	(4)	(c)	in	191		
hurches and other religi		319						-		
ndustrial		320								
arking garages (building		321								
ervice stations and repai		322					-			
ospitals and institutional		324								
ublic works and utilities		325								
chools and other educati		326						I I		
tores and customer servi		327	2		\$90,000			1		
ther nonresidential build tructures other than build		328 329	17		\$869,173 \$203,524					
A	DDITIONS,			RIVATELY O			PUBLICLY O	WNED		
Section 4	LTERATIONS	ltem	Number of		Valuation of	Number of		Valuation of		
	ND CONVERSIONS	No.	Ruildings	Housing	Construction	Buildings	Housing	Construction		
	+			Maits	Omit cents		Units	Ownt cents		
		(a)	(b)	(c)	(4)	(c)	(1)	(g)		
esidential – Classify ada trages and carports in I		434	22		\$561,792					
onresidential and non-ho		437	4		\$1,507,560					
dditions of residential g: trached and detached)	erages and carports	438	2		\$83,200					
Section 5 DEMOLITIONS AND RAZING OF BUILDINGS		-		RIVATELY O	WNED	PUBLICLY OWNED				
		hem No	Numi		Valuation of			Valuation of		
			Buildings Housing		Construction	Buildings	Housing	Construction		
				Units	Omit cents		Units	Omit cents		
		(a)	(b)	(c)		(e)	th.			
ingle-family houses (atta	ched and detached)	645	3							
wo-family buildings hree-and four-family bui	Mines	646								
ive-or-more family build		648								
	ares or mobile homes	649	11							

COURTESY PERMITS

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
MOD 702	COURTESY PERI	MIT/NO CHARGE		
202000614 202000729 202000730 202000767	2/18/2020 2/25/2020 2/25/2020 2/27/2020	2,300.00 1,500.00 1,500.00 271,500.00	ANDERSON COUNTY SC LAUNIUS RONALD LAUNIUS RONALD RES SOUTH CAROLINA HOLDINGS LLC	NEW METER FOR GATE DEMO MOBILE HOME LICENSE 10861 DEMO MH LICENSE 21925 ARTHREX BOILER ROOM UPFIT

TOTALS:

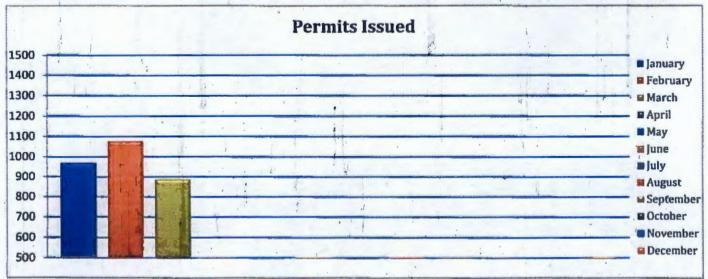
276,800.00

Anderson County Building & Codes Monthly Activity Report Mar-20

No. 4 - 1 A.L L Ph Fa - No		
Total Number Permit Transactions:	886	
New Single Family:	73	
New Multi-Family:	3	•
Residential Additions/Upgrades:	18	-
Garages/Barns/Storage:	27	
New Manufactured Homes:	16	•
New Commercial:	9	•
Commercial Upfits/Upgrades:	3	
Courtesy Permits/Fees Walved:	2	(See Attached)
Inspection Activity:		
Citizens Inquiries:	20 M	88 fincludes Updating Sub-Standard Cases
(New & Follow Up; Includes Sub-Standard Housing		
Tall Grass Complaints (New and Follow Up	s):	3
Number of Scheduled Building Inspections	Performed (# c	of Site Visits): 1117
Courtesy, Site and Miscellaneous Inspection	ons:	18
Manufactured Home Inspections:		82
T-1-1 N-1-1-1 (Oh-18-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		1000
Total Number of Inspections (Site Visits) for	or Department:	
Reviews/Misc. Activity:		
Plans Reviewed:	184	(Includes preliminary consultations, resubmittals and solar)
Plans Reviewed: Mech/Elec/Plumb Reviews:	184 42	(Includes preliminary consultations, resubmittals and solar) -{Includes residential solar}
Mech/Elec/Plumb Reviews:	42	
Mech/Elec/Plumb Reviews: New Derelict Manufactured Home Cases:	42 0	
Mech/Elec/Plumb Reviews: New Derelict Manufactured Home Cases: Hearings:	42 0 1	
Mech/Elec/Plumb Reviews: New Derelict Manufactured Home Cases: Hearings: Court Cases: • Revenue Collected:	42 0 1	
Mech/Elec/Plumb Reviews: New Derelict Manufactured Home Cases: Hearings: Court Cases:	42 0 1 0	

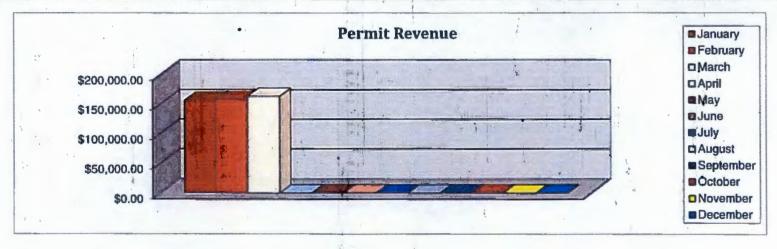
Anderson County Building & Codes Permits Issued for 2020

Month	Building	Electrical	Plumbing	HVAC	MH	Wrecking	Moving	Misc.	Total
January	253	258	151	154	79	22	10	41	968
February	269	311	158	168	69	16	10	75	1076
March	239	264	129	130	65	4	9	46	886
April									0
May						4			. 0
June	C			-		1			0
July	# 1								0
August			1	. '					0
September	18:		140						0
October			¥.	5					0
November			1						0
December			7		,	b		La land	0
Total	761	833	438	452	213	42	29	162	2930



Anderson County Building & Codes Permit Revenue for 2020

Month	Building	Electrical	Plumbing	HVAC	МН	Wrecking	Moving	Misc.	Total
January	\$101,087.80	\$19,179.00	\$10,775.00	\$11,990.00	\$2,940.00	\$810.00	\$450.00	\$8,470.00	\$155,701.80
February	\$92,614.00	\$24,488.00	\$11,286.00	\$12,515.00	\$2,423.00	\$540.00	\$500.00	\$12,997.90	\$157,363.90
March	\$115,192.40	\$22,078.00	\$8,596.00	\$9,476.00	\$3,309.00	\$180.00	\$450.00	\$3,464.80	\$162,746.20
April									\$0.00
May	117						;		\$0.00
June	_1	1 - 1 1 1	40.	The state of the s					\$0.00
July				7.4					\$0.00
August	7		1	1 1 1 1 1 m			N. C.		\$0.00
September			1	1 1 1		The same state	Carlo Pt		\$0.00
October				11 11	1				\$0.00
November			:	111 117			,		\$0.00
December	111111111111111111111111111111111111111			127 h h	· ·				\$0.00
				10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			-4		
Total	\$308,894.20	\$65,745.00	\$30,657.00	\$33,981.00	\$8,672.00	\$1,530.00	\$1,400.00	\$24,932.70	\$475,811.90



	E BUILDING STA		CS 10-892-7470		-	ZONING PE	OF BUILD	7		
						LOCAL PUB				
For the mon	th of:		Mar-20		If your b	wilding permit eye	tem has change	ed, mark (X) in the		
O. Box 8002	COUNTY BUILDING 2 SC 29622-8022	& CODE	ES		арргоргі	ate place below Discontinu Merged with Split into tw Annexed la	ned issuing pe in another syste wo or more syst and areas changes	rmits m ems		
LEASE RETUI	RN THE WEEK OF:		~ .					this period, mark		
	NEW RESIDENTIAL		THE RESIDENCE	PRIVATELY O	the same of the sa	(X) and return this form PUBLICLY OWNED				
Section I		Item	Number of		Valuation of	Num	Valuation of			
		No.	Ruildings	Housing	Omit cents	Buildings	Housing Units	Omit cents		
ingle-Family house	s, detached	(a)	(b)	(c)	(d)	(e)	(1)	(g)		
xtude mobile home	es	101	73	73	\$16,977,501					
ingle-family houses Separated by grow No unites above or Separate heating s	nd to roof wall.	102	3	9	\$347,700		- ·.	Burney .		
wo-family building		103								
hree-and four-family		104			-					
OTAL: Sum of 101		109	76	82	\$17,325,201	0	0	\$0,00		
	NEW RESIDENTIAL	107		PRIVATELY O		The same of the sa	PUBLICLY C			
Section 2	NONHOUSEKEEPING	Item		ber of	Valuation of	Number of		Valuation of		
	BUILDINGS	.,,,,,,,	Hulklings	Housing	Construction	Buildings	Housing	Construction		
		No.		· Units	Omit cents		Units	Omit cents		
		(a)	(h)	(c)	(d)	- 36 (e)	(0)	(g)		
otels, motels, and t	ourist cabins	213			,-,			107		
ransient accommodati										
ther non-housekeer	NEW NEW	214				Print ICI V OUDED				
Section 3	NONRESIDENTIAL	Item	PRIVATELY OWNED Number of Valu			PUBLICLY OWNED Number of Value				
	BUILDINGS				Valuation of		1	Valuation of Construction		
	DORDAVAS		Bulldings	Housing Unita	Omit cents	Buildings	Herusing Units	Omit cents		
musement, social,		- 318	(b)	(c)	(d)	(e)	(f)	(g)		
hurches and other r	And in case of the last of the	319				,		-		
dustrial	angious	320						-		
	ldings & open decked)	321		35.5						
ervice stations and		322 323	1		\$1,000,000			1		
ospitals and institut		324			-	-		1		
ablic works and uti	THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO I	325								
chools and other ed		326								
tores and customer		327	8		\$9,361,348					
ther nonresidential		328 329	18	271	\$778,704 \$456,055					
The same	ADDITIONS, -			PRIVATELY O		PUBLICLY OWN				
Section 4	ALTERATIONS -	ltem		beref	Valuation of		her of	Valuation of		
	AND CONVERSIONS	No.	Buildings	Housing	Construction	Buiklings	Housing	Construction		
			10	Units	Omit cents		Units ~	Omit cents		
		(a)	(h)	(c)	(d):	(e)	(1)	(g)		
esidential - Classif truges and carport		434	18		\$841,425		,	* *** .		
onresidential and n		437	3		\$458,950					
dditions of resident	tial garages and carports	438	9		\$566,608	- Array - 1	1 437			
Section 5 DEMOLITIONS AND RAZING							-			
			PRIVATELY OWNED				PUBLICLY OW!			
	OF BUILDINGS	ltem	Muns	ber of	Valuation of		ber of	Valuation of		
	or northerno	No.	Buildings	Housing - Units	Construction Outit cents	Buildings	Units	Construction Omit cents		
and a farmiture	(amade de addes de la	(2)	(h)	(c)		(c)	in			
ingle-family houses wo-family buildings	(attached and detached)	645	1							
hree-and four-famil		647								
ve-or-more family	buildings	648								
Il other buildings, s	tructures or mobile homes	649	3	-	3-					

BCR021 REQUESTED BY: TEDOWDY

ANDERSON COUNTY BUILDING CODES CENSUS REPORT FOR 3/01/2020 TO 3/31/2020 13:21:49 4/01/20

PAGE

COURTESY PERMITS

DATE OWNER NAME MOD DESCRIPTION PERMIT #

MOD 702 COURTESY PERMIT/NO CHARGE

202000840 3/05/2020 202000841 3/06/2020

ISSUE

10,000.00 500.00 ANDERSON COUNTY ONE WORLD TECHNOLOGIES INC REPLACE HVAC AT WREN YOUTH TEMPORARY POWER FOR TOOL SALE

TOTALS:

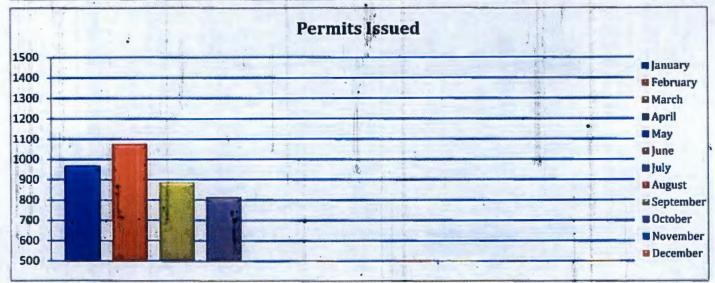
10,500.00

Anderson County Building & Codes Monthly Activity Report Apr-20

	A Comment	•
Total Number Permit Transactions:	813	
New Single Family:	77.	
New Multi-Family:	Y-40 - 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1	
Residential Additions/Upgrades:	5	
Garages/Barns/Storage:	17	
New Manufactured Homes:	15	
New Commercial:	3	
Commercial Upfits/Upgrades: Courtesy Permits/Fees Waived:	5 (See Attached)	100
Courtesy Fermits/Fees Waived:	5 (See Attached)	
4AA-A		
Inspection Activity:		
Citizens Inquiries:		56 (Includes Updating Sub-Standard Cases
(New & Follow Up; Includes Sub-Standard Hou	sing /Mobile Homes)	
Tall Grass Complaints (New and Follow U		14
Number of Scheduled Building Inspection		901
Courtesy, Site and Miscelianeous Inspec		5
Manufactured Home Inspections:		97
Tatal Number of Inspections (City Visite)	And Delivery of the Control of the C	1073
Total Number of Inspections (Site Visits)	for Department:	1073
Reviews/Misc. Activity:		
Plans Reviewed:	179. (Includes prelimin	ary consultations, resubmittals and solar)
Mech/Elec/Plumb Reviews:	51 (Includes resident)	and the same of th
New Derellct Manufactured Home Cases:	0	Market and the second s
Hearing*	A COURT PARTIES AND STORY OF THE PARTY.	The state of the s
Court Cases:	0	
Revenue Collected:		Challet you make a second and the second
Reinspection Foos Collected:	\$455.00	
Plan Review Revenue:	\$2,304.70	
Total Revenue For The Month:		
	\$157,966.00	

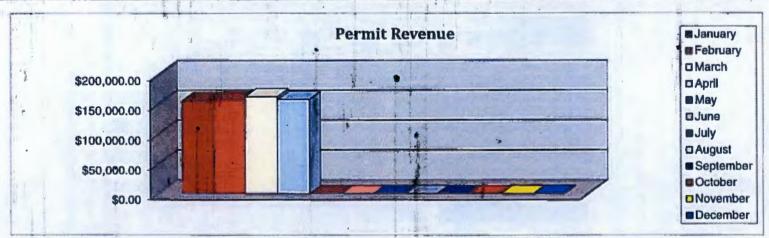
Anderson County Building & Codes Permits Issued for 2020

Month	Building	Electrical	Plumbling	HVAC	MH	Wrecking	Moving	Misc.	<u>Total</u>
January	253	258	151	154	79	22	10	41	968
February	269	311	158	168	69	16	10	75	1076
March	239	264	129	130	65	4	9	46	886
April	208	235	132	129	53	4	8	44	813
May			V			1 2 2 2		- 4	0
June				1 1					0
July					The Park				0
August		Carrie III			W. C. C. C.		W		0
September	1						8	9	0
October		I-Land							0
November				Total Said	- 4				0
December							*	Marie 10	0
Total	969	1068	570	581	266	46	37	206	3743



Anderson County Building & Codes Permit Revenue for 2020

Month	Building	Electrical	Plumbing	HVAC	MH	Wrecking	Moving	Misc.	Total
January	\$101,087.80	\$19,179.00	\$10,775.00	\$11,990.00	•\$2,940.00	\$810.00	\$450.00	\$8,470.00	\$155,701.80
February	\$92,614.00	\$24,488.00	\$11,286.00	\$12,515.00	\$2,423.00	\$540.00	\$500.00	\$12,997.90	\$157,363.90
March	\$115,192.40	\$22,078.00	\$8,596.00	\$9,476.00	\$3,309.00	\$180.00	\$450.00	\$3,464.80	\$162,746.20
April	\$103,169.80	\$27,177.00	\$9,272.00	\$11,586.50	\$3,421.00	\$180.00	\$400.00	\$2,759.70	\$157,966.00
May	4	2 - 1							\$0.00
June	* ***				(t :	E STATE OF THE STA			\$0.00
July			. 15.2			To Williams			\$0.00
August		1.1			7	lead to a second			\$0.00
September	2	1 1	300000000000000000000000000000000000000	2.3		130			\$0.00
October		A STATE OF THE PARTY OF THE PAR			1 1 91 1	100	1		\$0.00
November	* 1	111-11			1	and the state of	1 1		\$0.00
December		white -		11	ev Talvas alas	ata W			\$0.00
	A TOTAL	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			1	0.00	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		1
Total	\$412,064.00	\$92,922.00	\$39,929.00	\$45,567.50	\$12,093.00	\$1,710.00	\$1,800.00	\$27,692.40	\$633,777.90



	E BUILDING STA ic: 877-489-4092		CS 10-892-7470				REPORT ZONING PE OCAL PUB		UED AND
For the mont	h of:		Apr-20		F- C-01		OCILD I OD	00.10	
P.O. Box 8002	COUNTY BUILDING 2 SC 29622-8022	& CODE				appropriat	te place below Discontinu Merged with	ned issuing pe h another syste wo or more syste and areas	m
PLEASE RETUR	IN THE WEEK OF:								this period, mar
NEW RESIDENTIAL				PRIVATELY C		(X) and r	eturn this form	PUBLICLY O	WNED
Section 1		Item		her of	Valuati	an of		ber of	Valuation of
		No.	Buildings (b)	Housing Units (c)	Constru Omit e	ents	Buildings	Housing Units (f)	Construction Omit cents
ingle-Family houses	s, detached	(a)			(u	ş	(6)	(1)	(g)
zlude mobile home	1	101	77	77	\$18,49	7,196			
	nd to roof wall, below, and estems & utility meters	102							
wo-family buildings		103							
hree-and four-family		104						-	
OTAL: Sum of 101		109	77	77	\$18,49	7,196	0	.0	\$0.00
	NEW RESIDENTIAL	-	The same of the last of the la	PRIVATELY O				PUBLICLY O	
Section 2	NONHOUSEKEEPING	Item		ber of	Valuati	ion of		beraf	Valuation of
	BUILDINGS		Buildings	Housing	Constru		Bulldings	* Housing	Construction
		No.		Units	Omit			Units	Omit cents
		(a)	(h)	(c)	(d)		(c)	(0)	(g)
lotels, motels, and to		213			1-7				
ransient accommodati									-
ther non-housekeep	NEW I	214 Item		PRIVATELVA	WNED			PUBLICLY O	WALL
Section 3	NONRESIDENTIAL	ttern	PRIVATELY OWNED Number of Valuation					Valuation of	
Madallan and her	BUILDINGS		Ruiklings	Housing	Constru		Buildings	Housing	Construction
				Units	Omit o			Units	Omit cents
musement, social, a	ad exemptional	318	(b)	(c)	(d)		(e) -	(f)	- (g)
hurches and other n		319							
dustrial		320							
	dings & open decked)	321							
ervice stations and re- ospitals and institute		322				-			
ospitats and instituti		324							
ublic works and util		325							
chools and other edu		326							
tores and customer s		327 328	10		\$6,626 \$493.		-		
ther nonresidential I		329	9		\$308,			i a	
The Marie of the Control	ADDITIONS,			RIVATELY O				PUBLICLY O	WNED
Section 4	ALTERATIONS	ttem	Numi		Valuatio	on of		ber of	Valuation of
	AND CONVERSIONS	No.	Buildings	Housing	Constru		· Buildings	Housing	Construction
				Units	Omit co	enis		Units	Omit cents
		(a)	(b)	(c)	(d)		(c)	ti)	(y)
esidential - Classify		434	20		\$803,	528			
onresidential and no		437	5		\$3,205	,903			
dditions of residenti	al garages and carports	438	7		\$335,				
ttached and detache	DEMOLITIONS	450			-				
Section 5 AND RAZING				RIVATELYO		1		PUBLICLY O	T .
	OF BUILDINGS	ltem.	Numb		Valuatio		Num		Valuation of
	or polabilitos	No.	Huildings	Housing Units	Omit ce		Buildings	l'iousing Units	Omit cents
1.6.9.5	(-11-11-11	(a)	(b)	(c)			(c)	(f)	
ingle-family houses wo-family buildings	(attached and detached)	645 646	3						
wo-tamily buildings hree-and four-family		647	`						
ive-or-more family b		648	-						
Il other buildings, st	ructures or mobile homes	649	2						

BCKUZI REQUESTED BY: TEDOWDY

ANDERSON COUNTY BUILDING CODES CENSUS REPORT FOR 4/01/2020 TO 4/30/2020 7:46:34 5/01/20 PAGE

COURTESY PERMITS

ISSUE DATE COST OWNER NAME MOD DESCRIPTION PERMIT # MOD 702 COURTESY PERMIT/NO CHARGE DIRECT TOOLS/SIGN 1 202001135 4/07/2020 ONE WORLD TECHNOLOGIES INC 2,001.00 ONE WORLD TECHNOLOGIES INC DIRECT TOOLS/ SIGN 2 202001136 4/07/2020 2,000.00 202001274 4/23/2020 32,956.00 5 FIRST QUALITY TISSUE SE LLC FIRST QUALITY-INTERIOR RENOV ENCROACHMENT 202001350 4/30/2020 1035 ENCROACHMENT DRIVEWAY APRON 202001351 4/30/2020 1036 DRIVEWAY APRON

TOTALS:

36,957.00

DISTRICT 1 - SPECIAL PROJECTS 001-5829-001-241 FY Ended June 30, 2020

Council	Check	Check		
Meeting of:	Dated:	Number	Vendor \ Description	Amount
			Budget 2019 - 2020	25,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	59.43
7/16/2019	7/24/2019	75684	Anderson Area YMCA	(5,000.00)
7/16/2019	7/24/2019	75682	Anderson Arts Center	(1,000.00)
7/16/2019	7/24/2019	75778	Lights of Hope (Anderson)	(100.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(250.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(1,000.00)
8/6/2019	8/14/2019	76612	Anderson Pregnancy Care	(10,000.00)
8/20/2019	8/28/2019	77154	Cardinal Racquet Club	(800.00)
8/20/2019	8/28/2019	77113	Upstate Chapter of American Red Cross	(1,500.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(300.00)
9/3/2019	9/11/2019	77616	Anderson County Human Society	(300.00)
9/3/2019	9/11/2019	77623	Anderson Lights of Hope	(300.00)
9/17/2019	9/25/2019	78367	SC Genealogical Society (Anderson County Chapter)	(250.00)
11/6/2019	11/13/2019	80237	GAMAC	(1,500.00)
11/19/2019	12/11/2019	81206	Tackling the Streets	(500.00)
11/19/2019	12/11/2019	81238	YMCA of Anderson	(3,000.00)
2/4/2020	2/12/2020	83215	Meals on Wheels	(1,500.00)

SUB-TOTAL

2,759.43

Committed:

Ending Balance

2,759.43

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: I

May 04, 2020

DISTRICT 2 - SPECIAL PROJECTS 001-5829-002-241 FY Ended June 30, 2020

Council	Check	Check		
Meeting of: Dated	Dated:	Number	<u>Vendor \ Description</u>	Amount
	600		Budget 2019 - 2020	25,000.00
	***	***	From Accommodations Fee	5,000.00
			Brought Forward	6,607.57
7/16/2019	7/24/2019	75778	Lights of Hope (Anderson)	(200.00)
7/16/2019	7/24/2019	75751	Generation 4	(1,000.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(200.00)
8/6/2019	8/14/2019	76606	Food for luncheon - Community Meeting	(27.55)
8/6/2019	8/14/2019	76670	Friends of Broadway Lake	(3,000.00)
8/20/2019	8/28/2019	77165	Anderson Recreation (Scholarships)	(3,500.00)
10/1/2019	10/9/2019	78817	Men at Work	(400.00)
11/6/2019	11/13/2019	80308	SC Dog Therapy	(1,500.00)
12/3/2019	12/11/2019	81161	Palmetto Knights	(400.00)
12/17/2019	12/31/2019	81748	South Main Chapel and Mercy Center	(3,000.00)
3/3/2020	3/11/2020	84287	Empowerment Resource	(5,000.00)

SUB-TOTAL 18,380.02 Food for luncheon - Community Meeting (47.45)

Ending Balance

Committed:

18,332.57

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

8/6/2019

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE:

May 04, 2020

DISTRICT 3 - SPECIAL PROJECTS 001-5829-003-241 FY Ended June 30, 2020

Council	Check	Check		
Meeting of:	Dated:	Number	Vendor \ Description	Amount
	-		Budget 2019 - 2020	25,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	1,000.00
7/16/2019	7/24/2019	75691	Anderson Jets Club	(500.00)
7/16/2019	7/24/2019	75704	Belton Area Museum	(1,000.00)
7/16/2019	7/24/2019	75733	Crescent High (Anglers Bass Master travel)	(1,000.00)
7/16/2019	7/24/2019	75764	Homeland Park Fire - Voided and reprinted, Lost In mail	Voided
7/16/2019	7/24/2019	75776	Leverette-Thomas American Legion	(2,000.00)
9/3/2019	9/11/2019	77617	Anderson County Human Society	(100.00)
9/3/2019	9/11/2019	77626	Anderson Pregnancy Care	(2,500.00)
9/3/2019	9/11/2019	77655	City of Belton (Parks and Recreation)	(5,000.00)
9/17/2019	9/25/2019	78190	Belton Center for the Arts	(500.00)
9/17/2019	9/25/2019	78381	Starr Athletic Association	(5,000.00)
10/1/2019	10/9/2019	78755	Anderson School District 2 (Fall Games)	(500.00)
10/1/2019	10/9/2019	Trans 1006	Museum (Hall of Fame Induction)	(150.00)
10/1/2019	10/9/2019	78880	Play Safe (Student Athletes)	(500.00)
10/15/2019	10/23/2019	79431	Cancer Association of Anderson	(750.00)
10/15/2019	10/23/2019	79490	Iva Recreation Association (Batting Cages)	(5,000.00)
11/19/2019	12/11/2019	81081	Crescent Elite Shooters	(1,000.00)
12/17/2019	12/31/2019	81732	Salvation Army	(500.00)
4/2/2019	2/5/2020	82963	Fell Marine (Sheriff Office for Wireless Lanyard) Voided and reprinted, Lost in mail	Voided
2/18/2020	2/26/2020	83736	Crescent High School Anglers	(1,243.80)
2/18/2020	2/26/2020	83760	Hejaz Shriners (operating funds for Circus)	(500.00)
3/3/2020	3/11/2020	84389	Shalom	(500.00)
7/16/2019	3/18/2020	84682	Homeland Park Fire - Replaced volded check 75764	(750.00)
4/2/2019	3/11/2020	84290	Fell Marine (Sheriff Office for Wireless Lanyard) Replaced check 82963	(867.77)

SUB-TOTAL 1,138.43

Committed:

4/2/2019 Sheriff Office for Wireless Lanyard (132.23)

Ending Balance 1,006.20

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: My 7, 2020

DATE: May 04, 2020

DISTRICT 4 - SPECIAL PROJECTS 001-5829-004-241 FY Ended June 30, 2020

Council	Check	Check		
Meeting of:	Dated:	Number	Vendor \ Description	Amount
	***		Budget 2019 - 2020	25,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	15,456.99
			During Budget Process - Crisis Pregnancy Center	(1,000.00)
7/16/2019	7/24/2019	75683	Anderson Area YMCA	(500.00)
7/16/2019	7/24/2019	75685	Anderson Arts Center	(200.00)
7/16/2019	7/24/2019	75691	Anderson Jets Club	(200.00)
7/16/2019	7/24/2019	75776	Leverette-Thomas American Legion	(200.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(1,000.00)
7/16/2019	7/18/2019	8118 -Treas	Town of Honea Path Recreation Dept.	(200.00)
7/16/2019	7/24/2019	75853	Townville Recreation Dept.	(6,000.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(500.00)
8/6/2019	8/14/2019	76613	Anderson Pregnancy Care	(500.00)
8/6/2019	8/14/2019	76655	Distinguished Young Women	(250.00)
8/6/2019	8/14/2019	76760	Shalom House Ministries	(750.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(200.00)
9/3/2019	9/11/2019	77618	Anderson County Human Society	(300.00)
9/3/2019	9/11/2019	77683	First Tee of the Upstate	(500.00)
9/17/2019	9/25/2019	78190	Belton Center for the Arts	(300.00)
9/17/2019	9/25/2019	78367	SC Genealogical Society (Anderson County Chapter)	(300.00)
10/1/2019	10/9/2019	Trans 1006	Museum (Hall of Fame Induction)	(150.00)
10/1/2019	10/9/2019	78880	Play Safe (Student Athletes)	(1,000.00)
10/15/2019	10/23/2019	79429	Bridge Center Recovery (Fire Hydrant)	(1,500.00)
11/6/2019	11/13/2019	80237	GAMAC	(200.00)
11/19/2019	12/11/2019	81161	Palmetto Knights	(1,000.00)
11/19/2019	12/11/2019	81206	Tackling the Streets	(500.00)
12/17/2019	12/31/2019	81739	SC Upstate Equine Center	(500.00)
12/17/2019	12/31/2019	81732	Salvation Army	(500.00)
2/18/2020	2/26/2020	83754	Goats 4 Goodness	(1,500.00)
2/18/2020	2/26/2020	83761	Hejaz Shriners (operating funds for Circus)	(500.00)
3/3/2020	3/11/2020	84425	VMD Scholarship	(500.00)
3/3/2020	3/11/2020	84389	Shalom	(500.00)
			SUB-TOTAL	24,206.99

Committed:

Ending Balance

24,206.99

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

munglosles

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: May 7, 2021

DATE: May 04, 2020

DISTRICT 5 - SPECIAL PROJECTS 001-5829-005-241 FY Ended June 30, 2020

Council	Check	Check		
Meeting of:	Dated:	Number	Vendor \ Description	<u>Amount</u>
		toma	Budget 2019 - 2020	25,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	6,070.05
			During Budget Process - Crisis Pregnancy Center	(3,000.00)
			During Budget Process - Anderson Oconee Speech & Hearing	(2,430.00)
6/28/2019	7/17/2019	75525	Homeland Park Fire (July 4th Celebration)	(3,500.00)
7/16/2019	7/24/2019	75686	Anderson Arts Center	(200.00)
7/16/2019	7/24/2019	75847	Tackling the Streets	(4,000.00)
7/16/2019	7/18/2019	8118 -Treas	Town of Honea Path Recreation Dept.	(200.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(500.00)
8/6/2019	8/14/2019	76614	Anderson Pregnancy Care	(500.00)
8/6/2019	8/14/2019	76656	Distinguished Young Women	(250.00)
8/6/2019	8/14/2019	76671	Friends of Sadlers Creek	(1,500.00)
8/6/2019	8/14/2019	76760	Shalom House Ministries	(500.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(100.00)
9/3/2019	9/11/2019	77619	Anderson County Human Society	(300.00)
9/17/2019	9/25/2019	78367	SC Genealogical Society (Anderson County Chapter)	(800.00)
10/1/2019	10/9/2019	Trans 1006	Museum (Hall of Fame Induction)	(450.00)
10/1/2019	10/9/2019	78880	Play Safe (Student Athletes)	(750.00)
10/15/2019	10/23/2019	79429	Bridge Center Recovery (Fire Hydrant)	(1,500.00)
11/6/2019	11/13/2019	80237	GAMAC	(200.00)
11/19/2019	12/11/2019	81206	Tackling the Streets	(1,500.00)
12/17/2019	12/31/2019	81732	Salvation Army	(500.00)
2/18/2020	2/26/2020	83762	Hejaz Shriners (operating funds for Circus)	(500.00)
3/3/2020	3/11/2020	84425	VMD Scholarship	(500.00)
3/3/2020	3/11/2020	84389	Shalom	(1,000.00)

SUB-TOTAL

11,390.05

Committed:

Ending Balance

11,390.05

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE:

lay 04, 2020

DISTRICT 6 - SPECIAL PROJECTS 001-5829-006-241 FY Ended June 30, 2020

Council	Check	Check		
Meeting of:	Dated:	Number	Vendor \ Description	<u>Amount</u>
	***		Budget 2019 - 2020	25,000.00
	***		From Accommodations Fee	5,000.00
				·
			Brought Forward	5,294.45
7/16/2019	7/19/2019	75847	Tackling the Streets	(500.00)
8/6/2019	8/14/2019	76657	Distinguished Young Women	(250.00)
8/6/2019	8/14/2019	76760	Shalom House Ministries	(250.00)
8/20/2019	8/28/2019		Carolina Elite Soccer Academy	(3,000.00)
8/20/2019	8/28/2019		Powdersville Fishing Team	(1,500.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(100.00)
9/3/2019	9/11/2019	77810	Wren High School (Middle School Bass Team)	(1,500.00)
9/17/2019	9/25/2019	78367	SC Genealogical Society (Anderson County Chapter)	(500.00)
10/1/2019	10/9/2019	Trans 1006	Museum (Hall of Fame Induction)	(150.00)
11/19/2019	12/11/2019	81106	Greater Easley Chamber of Commerce	(5,000.00)
11/19/2019	12/11/2019	81206	Tackling the Streets	(500.00)
12/17/2019	12/31/2019	81732	Salvation Army	(500.00)
1/7/2020	1/14/2019	JE 9068	PARD Grant Match - Hurricane Springs Park	(5,000.00)
1/7/2020	1/15/2020	82152	PLAY (Powdersville Leaque of Athletic Youth)	(5,000.00)
3/3/2020	3/11/2020	84389	Shalom	(350.00)

SUB-TOTAL 11,194.45

Committed:

Ending Balance 11,194.45

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: WALL

DATE: May 04, 2020

DISTRICT 7 - SPECIAL PROJECTS 001-5829-007-241 FY Ended June 30, 2020

Council	Check	Check		
Meeting of:	Dated:	Number	Vendor \ Description	Amount
		***	Budget 2019 - 2020	25,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	5,000.00
7/16/2019	7/24/2019	75691	Anderson Jets Club	(600.00)
7/16/2019	7/24/2019	75719	Caroline Community Center	(5,000.00)
7/16/2019	7/18/2019	8118 -Treas	Town of Honea Path Recreation Dept.	(2,000.00)
7/16/2019	7/24/2019	75870	Widows Watchman Ministries	(1,000.00)
8/6/2019	8/14/2019	76615	Anderson Pregnancy Care	(300.00)
8/6/2019	8/14/2019	76658	Distinguished Young Women	(300.00)
8/6/2019	8/14/2019	76722	Pelzer Heritage Commission	(3,500.00)
8/6/2019	8/14/2019	76760	Shalom House Ministries	(300.00)
8/20/2019	8/28/2019	77207	Honea Path Free Clinic	(1,000.00)
9/3/2019	9/4/2019	8133 Treas	FAVOR Anderson	(100.00)
9/3/2019	9/11/2019	77620	Anderson County Human Society	(300.00)
9/3/2019	9/11/2019	77623	Anderson Lights of Hope	(100.00)
11/6/2018	9/4/2019	77561	ACOG Grant administering for Town of Pelzer	(5,000.00)
9/17/2019	9/25/2019	78367	SC Genealogical Society (Anderson County Chapter)	(500.00)
9/17/2019	9/25/2019	78395	Town of West Pelzer	(2,500.00)
10/1/2019	10/9/2019	78755	Anderson School District 2 (Fall Games)	(700.00)
10/1/2019	10/9/2019	Trans 1006	Museum (Hall of Fame Induction)	(150.00)
8/6/2019	10/16/2019	79038	Cheddar Youth	(2,500.00)
11/6/2019	11/13/2019	80237	GAMAC	(200.00)
11/19/2019	12/11/2019	81206	Tackling the Streets	(500.00)
12/17/2019	12/31/2019	81732	Salvation Army	(500.00)
2/18/2020	2/26/2020	83763	Hejaz Shriners (operating funds for Circus)	(500.00)

SUB-TOTAL 6,950.00

Committed:

Shalom

3/3/2020

3/11/2020

84389

Ending Balance 6,950.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE:

DATE:

May 04, 2020

(500.00)

Council Meeting: May 14, 2020

Attached transfers have been posted to General Ledger. This is notice to council of the processed transfers.



DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

1017

BUDGET TRANSFER

ANDERSON COUNTY				
SOUTH CARGLINA	DIVISION:		Administrator	
	DEPARTMENT:		Administration	
FROM		то		AMOUNT
TITLE Photo Equ	nipment Maintenance	TITLE	Printing	
ACCT# 001-5013-	-000-247 347	ACCT#	001-5013-000-245	650.00
TITLE Travel		TITLE	Vehicle Repairs	
ACCT# 001-5013-	-000-279	ACCT#	001-5013-000-252	300.00
			Total	950.00
Explain, in <u>COMPLETE DETAIL</u> , 1	the reason for the transfer.			
REASON:				
245 - Transfer needed to cove	er printing cost for Community	Resource Guide and	CJCC Brochure.	
252 - Maintenance to county	vehicle, budgeted amount forec	asted will not cover	remainder of fiscal year.	
				-
		← ⊃		
ls this transfer within your depar	rtment?	(Circle One) Ye	es No	
is this transfer within your divisi	on?	(Circle One)	No No	
DEPT. HEAD:		DATE:	*	

DATE:

DATE:

DATE:

2/10/20

2 24 20

	DIVISION:	Administration		
	DEPARTMENT:	Finance		
FROM:		то:		AMOUNT:
TITLE	Management Consulting	TITLE	Supplies - Office	
ACCT.#	001-5043-000-339	ACCT#	001-5043-000-269	4,000.00
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#	-	ACCT#		
		-		9
	7		Total	4,000.00
Explain in COME	PLETE DETAIL, the reason for	the transfer		
Explain, in <u>oom</u>	CETE DETAIL, the reason for	the transfer.		
REASON:	in the office were worn out and	l needed to be re	anlaced MICP toner nur	chased for Accounts
	roll printer. For asset control, a			
	notebooks, ink cartridges and			
ls this transfer w	ithin your department?	(Circle One)	Yes No	
ls this transfer w	ithin your division?	(Circle One)	Yes No	
DEPT. HEAD:	#0.	DATE:	4-2-4-	
DIVIS HEAD:	pu Jan	DATE:	2-10-20	
FINANCE:	/	DATE:		•
ADMINISTRATOR	R	DATE:	2-11-20	
Journal Entry #	1017	DATE:	2 24 20	,

	DIVISION:	Parks, Recreat	ion & Tourism			
	DEPARTMENT:	Parks				
FROM:	ROM: TO:				AMOUNT:	
TITLE ACCT.#	Training for Employees 001-5065-000-277	TITLE ACCT#	Meals 001-5065-000-236	<u> </u>	600.00	
TITLE ACCT.#	Small Hand Tools 001-5065-000-260		Meals 001-5065-000-236		1,000.00	
TITLE ACCT.#	Photocopier Maintenance 001-5065-000-347		Meals 001-5065-000-236		800.00	
REASON: In the remaining	PLETE DETAIL, the reason for the property of t	re 6 major tourn	aments at GPL (2 c	of which ar	e week-long).	
These events re	quire a variety of part-time, full- and volunteers is the responsib	time, and overni	ght staffing / volun	teers; food		
					×	
is this transfer v	within your department?	(Circle One)	(B) No			
is this transfer v	within your division?	(Circle One)	® No			
DEPT. HEAD: DIVIS HEAD: FINANCE: ADMINISTRATO	OR: DILLOOK	DATE: DATE: DATE: DATE:	2/21/20 2/21/2 2/21/2 2/24/20 2-24-20	0		
Journal Entry #	101	DATE:	•			

	DIVISION:	Parks, Recreat	ion & Tourism		
	DEPARTMENT:	Parks			
FROM:		TO:		AM	OUNT:
TITLE ACCT.#	Professional Services 001-5065-000-304	TITLE ACCT#	Fuel & Oil 001-5065-000-216	s	4,000.00
TITLE ACCT.#	Professional Services 001-5065-000-304	=	Rent-Equipment 001-5065-000-247	: _	5,200.00
TITLE ACCT.#	Professional Services 001-5064-000-304		Uniforms & Clothing 001-5065-000-280	_	4,000.00
	PLETE DETAIL, the reason for	the transfer.			
REASON: 1) Additional fund	ds were requested to cover th	ne anitcipated exp	ense of the new additions	al vehicle	in July 2019
	funded. The request would i			-	c'd 5,000
2) A significant p	ower requirement was a cont	tract obligation in	order to host the Bassma	aster Bas	s Nation
Championship.	it was an anticipated phased-	improvement at G	PL which did not take pla	ce; requi	iring the
	ntal from Sunbelt in the appro				
	require additional lighting. Th als. Capital Requests for ligh				
	to a prolonged County-Fleet				
	e a job (Aoprox \$1,500)				
3) The entered to		Abla &land			
	nclement / wet weather during clothing was also purchased				
as well as GPL fa		Tor minicoa Count	y caut whom regularly he	ork tourn	unioni ovonio
	Nigoral Control of the Control of th	21	1		
ls this transfer w	vithin your department?	(Circle One)	(es No		
is this transfer w	vithin your division?	(Circle One)	(es) No		
	01		-1-1-		
DEPT. HEAD:	a bh	DATE:	2/4/20		
DIVIS HEAD:		DATE:	2/2/120		
FINANCE:	00018	DATE:	a ay a	4	
ADMINISTRATO		DATE:	2-24-20	-	
Journal Entry #	1017	DATE:			
				-	

	DIVISION:	Public Works		
	DEPARTMENT:	Development Sta	andards	
FROM:		TO:		AMOUNT:
TITLE	Salaries Part Time	TITLE	Salaries OverTime	
ACCT.#	5089-000-000-000-102	ACCT#	5069-000-000-000-103	480.00
TITLE	Salaries Part Time	TITLE	Professional Services	
ACCT.#	5069-000-000-000-102	ACCT#	5069-000-000-000-304	4450.00
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE	9	
ACCT.#		ACCT#		
TITLE	1	TITLE		
ACCT.#		ACCT#		-
REASON:	IPLETE DETAIL, the reason fo		Total \$49.	·
REASON: 1. Overtime for sta	IPLETE DETAIL, the reason for aff for Board of Zoning Appeals Moreovice-Randall Arendt Presentation	eeting Minutes and L	egal Transcript for SC Gun	Range Application
REASON: 1. Overtime for sta	aff for Board of Zoning Appeals Mo	eeting Minutes and L	egal Transcript for SC Gun	Range Application
REASON: 1. Overtime for sta	aff for Board of Zoning Appeals Mo	eeting Minutes and L	egal Transcript for SC Gun	Range Application
REASON: 1. Overtime for sta 2. Professional Se	aff for Board of Zoning Appeals Mo	eeting Minutes and L n to Anderson County	egal Transcript for SC Gun	Range Application
REASON: 1. Overtime for sta 2. Professional Se	aff for Board of Zoning Appeals Marvice-Randall Arendt Presentation	eeting Minutes and L n to Anderson County (Circle One)	egal Transcript for SC Gun Council on Conservation	Range Application
REASON: 1. Overtime for sta 2. Professional Se is this transfer v	aff for Board of Zoning Appeals Mervice-Randall Arendt Presentation within your department?	eeting Minutes and L n to Anderson County (Circle One) (Circle One)	egal Transcript for SC Gun Council on Conservation Yes No	Range Application
REASON: 1. Overtime for sta 2. Professional Se is this transfer v Is this transfer v DEPT. HEAD:	aff for Board of Zoning Appeals Mervice-Randall Arendt Presentation	eeting Minutes and L n to Anderson County (Circle One) (Circle One)	egal Transcript for SC Gun y Council on Conservation Yes No Yes No	Range Application
REASON: 1. Overtime for sta 2. Professional Se Is this transfer to DEPT. HEAD: DIVIS HEAD:	within your department? Alesia Hunter	(Circle One) (Circle One) DATE:	egal Transcript for SC Gun Council on Conservation Yes No Yes No February 14, 2020 2/19/2028	Range Application
REASON: 1. Overtime for sta 2. Professional Se is this transfer v	within your department? Alesia Hunter	eeting Minutes and L n to Anderson County (Circle One) (Circle One)	egal Transcript for SC Gun y Council on Conservation Yes No Yes No	Range Application

	DIVISION:	Sheriff's Office			_
07.03.19	DEPARTMENT:	5213 - Commun	ications		_
FROM:		TO:			AMOUNT:
TITLE ACCT.#	Full Time Salaries 001-5213-000-101	TITLE ACCT#	Professional Services 001-5213-000-304	\$	4,145.00
TITLE ACCT.#		TITLE ACCT#		27	
****	ing the late of th				
\$100.0 24 - 12					
	ETE DETAIL, the reason f				4,145.00
for the 911 center)					
90 - 1904 (1919) 2014 (1919)					
Is this transfer with	in your department?	(Circle One)	es No		•
Is this transfer with	in your division?	(Circle One)	es No		
DEPT. HEAD: DIVIS HEAD: FINANCE: ADMINISTRATOR:	Jacobsey	DATE: DATE: DATE: DATE:	02-272020 20.5.50		
Journal Entry #	1021	DATE:	3 10 Lo		

	DIVISION:	Administration	0,1
	DEPARTMENT:	Finance	
FROM:		то:	AMOUNT:
TITLE	Management Consulting	TITLE Salaries - Overtime	
ACCT.#	001-5043-000-339	ACCT# 001-5043-000-103	1,500.00
TITLE		TITLE	
ACCT.#	. The said of the	ACCT#	14 27
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	No.
ACCT.#		ACCT#	1 1 - 12
TITLE		TITLE	
ACCT.#	-	ACCT#	
REASON:	ETE DETAIL, the reason for		
	g, W-2s, 1099s, and Audit re	nd and during audit. Tasks include: Quar ports + furferly fay to 11 report	
			,
			, s. 2.
Is this transfer with	nin your department?	(Circle One) Yes No	
Is this transfer with	nin your division?	(Circle One) Yes No	
DEPT. HEAD:	ptelin	DATE: 3-10-20	
DIVIS HEAD: FINANCE:		DATE:	
ADMINISTRATOR:		DATE: 3-11-70	
Journal Entry #	1022	DATE: 4-14-17	

	DIVISION:	PRT			
	DEPARTMENT:	SENIORS		1.5	
FROM:		то:		AMOUNT:	
TITLE ACCT.#	Senior Citizens Centers 15066002258	TITLE ACCT#	Recreational Equipment	500.00	
7.001.	THE STATE OF THE S		+ x = 4 = + 1 = -		
TITLE	Senior Citizens Centers	TITLE	Meals	4	
ACCT.#	15066002258	ACCT#	15066002236	150.00	
TITLE	Senior Citizens Centers	TITLE	Supplies - Office	211	
ACCT#	15066002258	ACCT#	15066002269	100.00	
7.0		3.3			
TITLE	Senior Citizens Centers	TITLE	Training for Employees 15066002277	E0.00	
ACCT.#	15066002258	ACCT#	15066002277	50.00	
TITLE	7 7 7 7 7 7 7 7	TITLE			
ACCT.#		ACCT#	Y-0-2	1	
			The state of the state of	1 24	
			Total	800.00	
100	ourchase of OverEasy Exercise cha	27 1 Cu + 5.1	SE STATE OF THE SECOND SECOND	supplies to finish	
out the year and	d meals for monthly networking wi	th leaders in t	the senior industry.		
Also need to co	ver SilverSneakers trainings to ke	ep certificatio	n up to date for two more ye	ears.	
Lesianes II Tells	go salande, po dineggia por establista de ob-	replication of a	بالمراق وينضوها والمرادية مترجع فالمنتشري		
Is this transfer	within your department?	Circle One)	YYES		
Is this transfer	within your division?	Circle One)	YNO		
DEPT. HEAD:	Kelly Jo Barnwell	DATE:	03/18/2020		
	11		3/18/20		
DIVIS HEAD:	10	DATE:			
FINANCE:	Quosel	DATE:	3 18 20		
ADMINISTRATO	OR:	DATE:	3-19-20		
Journal Entry#	1022	DATE:	4 14 20		

	DIVISION:	Public Works	
	DEPARTMENT:	Roads and Bridges	
FROM:		TO:	AMOUNT;
TITLE ACCT.#	Rentals 001-5221-990-247	TITLE Water and Sewer ACCT# 001-5221-090-286	\$800
TITLE ACCT.#		TiTLE ACCT#	Annies An
TITLE AGGT#		TITLE ACCT#	
TITLE ACCT.#		TITLE ACCT#	
TITLE ACCT.#	And the same of th	TITLE ACCT#	Moraumana Mariana da M
Explain, in COMPLE	TE DETAIL, the reason fo	Total r the transfer.	# 800.00 6.00
REASON: Transfer is to cover increa	ased water usage and increased t	oill from the last statement. Water usage was double	d this time.
			2
is this transfer with	in your department?	(Circle One) Yes No	
ls this transfer with	in your division?	(Circle One) Yes No	
DEPT. HEAD: DIVIS HEAD: FINANCE: ADMINISTRATOR:	Daza 1023	DATE: 3/26/2020 DATE: 3/26/2020 DATE: 3/26/2020 DATE: 3/26/2020 DATE: 4-14-20	
Journal Entry #	1-0101	DAIG.	and the state of t

٠.	DIVISION:	PRT		
	DEPARTMENT:	CIVIC CENTER		
FROM:		то:		AMOUNT:
TITLE ACCT.#	Professional Services 001-5955-000-304	TITLE ACCT#	Fuel & Gas 001-5955-000-216	600.00
TITLE ACCT.#	Professional Services	TITLE ACCT#	Service Contracts 001-5955-000-376	6000.00
TITLE ACCT#		TITLE ACCT#		
TITLE ACCT.#		TITLE ACCT#		
TITLE ACCT.#		TITLE ACCT#		A 1 (2)
REASON:	ETE DETAIL, the reason for		Total	* 6600.00
THE RESERVE OF THE PARTY OF THE	eded for our service contract w	and the second second second		dition units we have are
very old and are on the	ir last leg. We had to have sor	me repair work done to	make them at least run u	ntil we can maybe get
Is this transfer with Is this transfer with DEPT. HEAD: DIVIS HEAD: FINANCE: ADMINISTRATOR:	in your department?		Yes No No No 4 Z ZOZO 4 3 2 3 2 3 2 3 2 3 4 - 14 - 20	
Journal Entry #	1022	DATE:	4-14-20	_

Budget Transfers

	DATE:		4/9/2020	* .
	DIVISION:	EM	S Administration	
	DEPARTMENT:	5972 EMS	8 & Special Operations	
	FROM		то	AMOUNT:
TITLE	Repairs	TITLE	Supplies. Medical	
ACCT.#	193-5972-000- 252	ACCT#	193-5972-000-283	\$4,000.00
TITLE		TITLE		24 1 III .
ACCT.#		ACCT#		v i
TITLE		TITLE		
ACCT.#	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	ACCT#		
				14 35 45

EXPLAIN, IN COMPLETE DETAIL, THE REASON FOR THE TRANSFER.

REASON: Due to the current viral pandemic, we have been forced to purchase a higher that normal amout of medical supplies. We would like to transfer \$4000.00 from 283 to 252.

Is this transfer within	your department?	(Circle One) Yes No
Is this transfer within	your division?	(Circle One) Yes No
DEPT. HEAD:	Steven Kelly	Date	04/09/2020
DIVIS HEAD:	Steven Kelly	Date	04/09/2020
FINANCE:	Thisas	Date	05.9.4
ADMINISTRATOR:		Date	
Journal Entry #	1022	Date	4 1400

	DIVISION:	Public Works	
	DEPARTMENT:	Stormwater	
FROM:		то:	AMOUNT:
TITLE	Legal	TITLE Telephone	
ACCT.#	415-5613-000-315	ACCT# 415-5613-000-275	400.00
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	The property of the
			The state of the s
REASON:	LETE DETAIL, the reason f	or the transfer. se for business calls while working re	notely from home.
-/-/Y			
			A 1 100 or 5 min
We de la constitución de la cons			
ng Gald, apartin	many file of the property of the property of	the property of the property o	Variable de la company
Is this transfer w	ithin your department?	(Circle One) Yes No	
ls this transfer w	ithin your division?	(Circle One) Yes No	
- 1	0 31		
DEPT. HEAD:	a year	DATE: 03/26/2020	
DIVIS HEAD:	Hold Hopkins	DATE: 03/26/2020	
FINANCE:	Quess	DATE: 3 31 70	
ADMINISTRATOR	:	DATE: 3 31 %	
Journal Entry#	1022	DATE: 4-14-20	



ANDERSON COUNTY SHERIFF'S OFFICE February 2020

5

Uniform Patrol	
Average Daily Calls for Service	425
Total Calls for Services	12,341
Total Number of Incident Reports	1358
Total Number of Arrests	388
Total Number of "Domestic" Incidents	63
Total Number of "Unlawful Conduct Towards a	
Child" Reports	4

Detention Center	
Average Daily Population	440
Average Daily Population Capacity Percentage	176.0%
Total Number of Meals Served	37,136
Litter Crew: Total Miles Cleaned/Cleared	30
Litter Crew: Total Number of Trash Bags Processed	1,180
Litter Crew: Total Number of Tires Removed	216
Communications Center	
Average Daily Calls for Service	962
Total Calls for Assistance	27,900

Records	
Total DSS Histories & Reports	366
Total Non Ferrous Metal Permits	109
Total Number of Tickets	211
Total Number of Case Jackets to Court	119

Code Enforcement Investigations	
Total Number of Traffic Tickets	25
Number of Ordinance Summons/Clean Up Orders	3
Cases Month Started	17
Cases Month Ending (Pending)	11

Worked the Following:

Traffic on Traynum Rd. for Cindy Wilson. Extra patrols and traffic on Hamlin Rd. for Jimmy Davis & Brett Sanders. Speeders and litter coming off commercial trucks on Hwy. 81 S for Ray Graham. Kept check on boat ramps on Lake Hartwell and County Parks. Kept check on Page Dr. for Rusty Burns. Four hours of aviation and bi-weekly meeting with Environmental Control. Four days of vacation.

Animal Control	
Average Daily Calls for Service	24
Total Calls for Service	674
Total Number of Animals Collected/Transported	142
Total Number of State Tickets/Arrest Warrants	4
Total Number of County Ordinance	23/172
Tickets/Warnings Issued	
Traffic Stops/Reports Written	18/20
Large Animal Calls	35

Forensics	
Total Individual Analysis Completed	3,758
Total Number of Evidence Pieces Collected	1,066
Total Number of Evidence Pieces Processed	635
Total Number of CSI Calls	201
Total Number of Photos Taken	5,422
Total Number of Finger Prints Collected	247

Civil Process & Warrants	
Total Number of Civil Papers Received	1,104
Total Number of Civil Papers Served(Road Inc)	1,211
Total Number of Evictions Scheduled	60
Total Number of Evictions Completed	35
Hours Spent on Evictions	35
Total Number of Pick Up Orders	12
Hours Spent on Pick Up Orders	5
Total Warrants Received	552
Total Warrants Served	238
Total Judgments Satisfied/Nulla Bona	0/8
Courthouse	
Number of People Screened	33,232
Courthouse, Annex, Summary Crt & Library	
Number of Juveniles Transported	17
Number of Walk-Up Bench Warrants	2
Number of Family Court Cases	610
Number of Inmates Through Courthouse	248
Number of Bank Transports Conducted	76
Number of Preliminary Hearings	63
Number of Keep Checks on County Parks	28
Number of Civil Papers Served	17
Complied from manually entered data	



ANDERSON COUNTY SHERIFF'S OFFICE March 2020

5

Uniform Patrol	
Average Daily Calls for Service	408
Total Calls for Services	12,658
Total Number of Incident Reports	1351
Total Number of Arrests	343
Total Number of "Domestic" Incidents	91
Total Number of "Unlawful Conduct Towards a	
Child" Reports	2

Detention Center	
Average Daily Population	377
Average Daily Population Capacity Percentage	150.0%
Total Number of Meals Served	34,115
Litter Crew: Total Miles Cleaned/Cleared	11
Litter Crew: Total Number of Trash Bags Processed	603
Litter Crew: Total Number of Tires Removed	63
Communications Center	
Average Daily Calls for Service	946
Total Calls for Assistance	29,319

Records	
Total DSS Histories & Reports	359
Total Non Ferrous Metal Permits	71
Total Number of Tickets	149
Total Number of Case Jackets to Court	97

Code Enforcement Investigations	
Total Number of Traffic Tickets	4
Number of Ordinance Summons/Clean Up Orders	′6
Cases Month Started	14
Cases Month Ending (Pending)	. 13

Worked the Following:

8 hours for aviation time with Special Operations Checked boat ramps and county parks

Off for a week of training and a week for administrative leave

Animal Control	Andre International Property and Property an
Average Daily Calls for Service	20
Total Calls for Service	614
Total Number of Animals Collected/Transported	134
Total Number of State Tickets/Arrest Warrants	7
Total Number of County Ordinance	21/141
Tickets/Warnings Issued	
	-
Traffic Stops/Reports Written	18/25
Large Animal Calls	- 19

Forensics		
Total Individual Analysis Completed	3,093	
Total Number of Evidence Pieces Collected	809	
Total Number of Evidence Pieces Processed	504	
Total Number of CSI Calls	164	
Total Number of Photos Taken	4,178	
Total Number of Finger Prints Collected	182	

Civil Process & Warrants	*
Total Number of Civil Papers Received	877
Total Number of Civil Papers Served(Road Inc)	1,048
Total Number of Evictions Scheduled	42 *
Total Number of Evictions Completed	31
Hours Spent on Evictions	35
Total Number of Pick Up Orders	8
Hours Spent on Pick Up Orders	12
Total Warrants Received	386
Total Warrants Served	226
Total Judgments Satisfied/Nulla Bona	0/20
Courthouse	time . One property and the same of the same
Number of Repple Screened	N/A
Courthouse, Annex, Summary Crt & Library	
Number of Juveniles Transported	3
Number of Walk-Up Bench Warrants	N/A
Number of Family Court Cases	. 25
Number of Inmates Through Courthouse	10
Number of Bank Transports Conducted	- 15
Number of Preliminary Hearings	N/A
Number of Keep Checks on County Parks	N/A
Number of Civil Papers Served	. N/A
Complied from manually entered data	<u>.</u>

Complied from manually entered data