



**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 PRESENTATION MEETING
March 17, 2020 at 6:00 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**
2. **RESOLUTIONS/PROCLAMATION:**
 - a. **R2020-008:** A resolution to honor and recognize Chris Vickery for his extraordinary act of heroism. All council members (allotted 5 minutes)
 - b. **R2020-009:** A resolution to honor and recognize Tyler Haynie for his extraordinary act of heroism. All council members (allotted 5 minutes)
 - c. **R2020-010:** A resolution to honor and recognize Dr. Jeff Parkey for his dedicated service to Anderson County. All council members (allotted 5 minutes)
 - d. **PROCLAMATION:** Proclaiming April 2020 as Child Abuse Prevention Month All council members (allotted 5 minutes)
3. **ADJOURNMENT:**

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
March 17, 2020 at 6:30 PM
Historic Courthouse – Council Chambers – Second Floor
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. **SC ASSOCIATION OF COUNTIES STATE AWARD PRESENTATION:** Mr. Robert Benfield (allotted 10 minutes)
6. **PRESENTATION FROM CALVARY HOME FOR CHILDREN:** Ms. Laura Lindsley (allotted 10 minutes)
7. **ORDINANCE THIRD READING:**
 - a. **2020-005:** An ordinance authorizing the execution and delivery of a Special Source Revenue Credit Agreement by and between Anderson County, South Carolina and Tactical Medical Solutions, LLC, with respect to Special Source Revenue Credit to be applied against Fee in Lieu of Tax payments related to certain investments in the County. (Project Robo) **PUBLIC HEARING-NO TIME LIMITS** Mr. Burriss Nelson (allotted 5 minutes)
8. **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) Dr. Jeff Parkey (allotted 5 minutes)
9. **ORDINANCE FIRST READING:**
 - a. **2020-007:** An ordinance to amend the zoning map to rezone +/- 48.67 acres from C-2 (Highway Commercial and I-2 (Industrial District) to S-1 (Service District) along Highway 178 at 1-85 Exit 21, TMS #092-00-06-015 and 092-00-06-016. (District 4) **PUBLIC HEARING-NO TIME LIMITS** Dr. Jeff Parkey (allotted 5 minutes)

b. **2020-008:** An ordinance to amend the Code of Ordinances, Anderson County South Carolina, by adding Article X to Chapter 42 Title Second Amendment Protection. Mr. Ray Graham (allotted 5 minutes)

c. **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)

10. RESOLUTIONS:

a. **R2020-011:** A resolution supporting local participation in the 2020 Census. Mr. Steve Newton (allotted 5 minutes)

b. **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. Ms. M. Cindy Wilson (allotted 5 minutes)

11. GRANT APPROVAL:

Mr. Steve Newton (allotted 5 minutes)

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

12. APPROVAL OF IN-KIND COMMITMENTS LETTER OF SUPPORT:

Upstate Forever nonpoint source pollutant reduction, Three & Twenty Basin

Mr. Steve Newton (allotted 5 minutes)

13. BID APPROVAL:

Mr. Robert Carroll (allotted 5 minutes)

- a. BID #20-041 Re-roof of 3 Buildings:
 - 1. Sheriff's Department
 - 2. DSS Building
 - 3. Clyde Stone Building

14. 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

15. REPORT FROM PUBLIC SAFETY COMMITTEE MEETING HELD ON MONDAY,

MARCH 16, 2020:

Chairman Mr. Ray Graham (allotted 15 minutes)

- 3. Approval of Minutes
 - a. December 16, 2019
 - b. January 24, 2020
 - c. February 12, 2020
- 4. EMS Rate increase
- 5. Radio Approval for West Pelzer
- 6. Discussion concerning radios

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

17. APPOINTMENTS: none

18. REQUESTS BY COUNCIL:

- Proverbs Mentoring Organization- District 1 & District 2
- Piedmont Historical Preservation Society- District 6
- PLAY- District 6
- Safe Harbor- All Districts
- SC Physically Handicapped Society- All Districts

19. ADMINISTRATORS REPORT:

(allotted 2 minutes)

- a. Building and Codes Report
- b. Special Projects
- c. Paving
- d. Transfers
- e. 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.

RESOLUTION R2020-008

**A RESOLUTION TO HONOR AND RECOGNIZE CHRIS VICKERY FOR HIS
EXTRAORDINARY ACT OF HEROISM; AND OTHER MATTERS RELATED THERETO.**

Whereas, on December 17, 2019, an Anderson County Disabilities and Special Needs bus was traveling on the Belton- Honea Path Highway when an oncoming vehicle crossed the center line into the bus's lane, striking the bus; and,

Whereas, on board were seven passengers who attend the Anderson County Disabilities and Special Needs Board and one driver; and,

Whereas, Chris Vickery, an injured passenger on the bus immediately sprang into action and with the assistance of passenger Tyler Haynie the two young men were able to free the injured and pinned driver Ms. Ramsey; and,

Whereas, Chris guided and assisted the other passengers to safety off the side of the road, remaining with them until emergency personnel could arrive; and,

The Anderson County Council honors and commends the extraordinary bravery, strength and heroism of Chris Vickery who demonstrated initiative, unselfishness and courage to ensure protection and safety for all passengers on the bus. We are appreciative of your willingness and self-sacrifice to protect the citizens of Anderson County.

RESOLVED in meeting duly assembled this 17th day of March, 2020

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

Craig Wooten
District One

Gracie S. Floyd
District Two

S. Ray Graham
District Three

Brett Sanders
District Four

Jimmy Davis
District Six

ATTEST:

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council

RESOLUTION R2020-009

A RESOLUTION TO HONOR AND RECOGNIZE TYLER HAYNIE FOR HIS EXTRAORDINARY ACT OF HEROISM; AND OTHER MATTERS RELATED THERETO

Whereas, on December 17, 2019, an Anderson County Disabilities and Special Needs bus was traveling on the Belton- Honea Path Highway when an oncoming vehicle crossed the center line into the bus's lane, striking the bus; and,

Whereas, on board were seven passengers who attend the Anderson County Disabilities and Special Needs Board and one driver; and,

Whereas, Tyler Haynie, an injured passenger on the bus immediately sprang into action and with the assistance of passenger Chris Vickery the two young men were able to free the injured and pinned driver Ms. Ramsey; and,

Whereas, Tyler guided and assisted the other passengers to safety off the side of the road, remaining with them until emergency personnel could arrive; and,

The Anderson County Council honors and commends the extraordinary bravery, strength and heroism of Tyler Haynie who demonstrated initiative, unselfishness and courage to ensure protection and safety for all passengers on the bus. We are appreciative of your willingness and self-sacrifice to protect the citizens of Anderson County.

RESOLVED in meeting duly assembled this 17th day of March, 2020

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

Craig Wooten
District One

Gracie S. Floyd
District Two

S. Ray Graham
District Three

Brett Sanders
District Four

Jimmy Davis
District Six

ATTEST:

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council

RESOLUTION #2020-010

A RESOLUTION TO HONOR AND RECOGNIZE DR. JEFF PARKEY FOR HIS DEDICATED SERVICE TO ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Dr. Jeff Parkey has served the Anderson County Planning & Community Development Department since 2015, including dedicated service as Director since 2018, previously worked for the County in Geographic Information Systems (GIS); and

WHEREAS, Dr. Parkey received a Ph.D. in Public Policy from Clemson University in Clemson, South Carolina in 2010, a Master of City and Regional Planning from Clemson in 1999, and a B.A. from the University of Georgia in Athens, Georgia in 1994 and was a postdoctoral research fellow at the University of Ottawa in Ottawa, Ontario, Canada in 2011; and

WHEREAS, Dr. Parkey is a member of the American Planning Association (APA), the South Carolina chapter of the APA (SCAPA), the American Institute of Certified Planners (AICP), and the American Society for Public Administration (ASPA); has a combined 21 years of experience in the public, private, and academic sectors in natural resource management, cultural resource management, land use planning, and community development; and has published academic papers in the areas of environmental policy, natural resource management, and political economy; and

WHEREAS, Anderson County is grateful to Dr. Parkey for his dedicated service to the Anderson County Planning & Community Development Department, wish him well in his new position as Deputy Director of the Santee-Lynches Regional Council of Governments, and hereby honor and recognize his many contributions to Anderson County.

RESOLVED in a meeting duly assembled this 17th day of **March**, 2020.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Brett Sanders, Vice-Chairman
District Four

Craig Wooten
District One

Gracie S. Floyd
District Two

Ray Graham
District Three

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council

PROCLAIMING APRIL 2020 AS CHILD ABUSE PREVENTION MONTH

Whereas, nearly 20,000 children in South Carolina are reported as abused or neglected every year; and,

Whereas, Child Abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and,

Whereas, communities must make every effort to promote programs that benefit children and their families; and,

Whereas, effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies and the business community; and,

Whereas, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in safe, nurturing environment; and,

WHEREAS, over 45,000 children live in Anderson County; and,

WHEREAS, the Anderson County Department of Social Services, other human services agencies, Anderson County Public Schools, and community partners work together to strengthen and support families and protect children from abuse and neglect; and

WHEREAS, Anderson County's Child Protective Services' 24-hour hotline received thousands of calls in Fiscal Year 2019, many from people seeking help, guidance and referrals to parenting programs and supportive services; and

WHEREAS, assisting children and families early makes common sense as well as fiscal sense. In addition to saving people the trauma of more intensive services later, prevention and early intervention services save money; and

WHEREAS, the focus for the 2020 Child Abuse Prevention Awareness Campaign is to raise public awareness about child supervision and keeping children safe; and

WHEREAS, all Anderson County residents, community agencies, faith groups, and businesses are encouraged to renew their commitment to preventing child abuse and promoting the safety and well-being of children;

NOW THEREFORE, the Anderson County Council, on behalf of all residents of Anderson County, do hereby proclaim the month of April 2020 as

Child Abuse Prevention Month

in Anderson County and urges all residents to wear blue and plant a pinwheel garden as a show of support for our combined efforts to keep all children in our community safe.

PROCLAIMED this 17th day of March 2020.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

Craig Wooten
District One

Gracie S. Floyd
District Two

Ray Graham
District Three

Brett Sanders
District Four

Jimmy Davis
District Six

ATTEST:

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey Croegaert
Clerk to Council

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
4 each and every one of you here. Thank y'all for
5 coming tonight to participate in your county
6 government. At this time I'd like to call on
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.
26 And 35, terrible pipe bursts, plural, for the fuel
27 spill in Belton. If I may put that in the form of a
28 motion to correct that.

29 TOMMY DUNN: Motion Ms. Wilson. Do
30 we have a second?

31 JIMMY DAVIS: Second.

32 TOMMY DUNN: Second Mr. Davis. Are
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
47 district, Mr. Tommy Dunn. If you recognize the name
48 Shirley it is because our family has a long history
49 here in Anderson. We are the owners of Shirley Family
50 Farm, a South Carolina Century Farm, dating back to

1 1906. My husband's cousin Richard served as Mayor of
2 Anderson for many years. I am a wife, a mother, a
3 farmer, a small business owner, the daughter of
4 immigrants and generations of American service men and
5 women, as well as a former soldier in the Army
6 Reserves. I have two college degrees. I am a history
7 buff. I am a home schooling parent. Believe me when
8 I say that I am well-versed in American History and
9 the Constitution of the United States. One of the
10 freedoms declared by our forefathers was the right to
11 own and bear arms. I should not have to explain to
12 you as elected officials and servants of the people
13 that the oath you swore was to uphold the Constitution
14 as the supreme law of the land, superceding all
15 others.

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

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

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

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

1 attorneys of the gun owners of America and SC Carry.
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
6 that safeguards our -- if you do not pass this
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 ---

13 TOMMY DUNN: Time.

14 CHRISTINE SHIRLEY: --- our efforts.

15 Clearly a term resolution which we unfortunately
16 overlooked in our ---

17 TOMMY DUNN: Ma'am, ---

18 CHRISTINE SHIRLEY: You put it on the
19 agenda like it was your idea. And then passed our
20 ordinance off to the county attorney.

21 **APPLAUSE**

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

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

36 Next, Mr. Harmon.

37 LEON HARMON: Mr. Chairman, next
38 speaker is Lori Monroe.

39 LORI MONROE: My name is Lori Monroe.
40 I live at 21 Sweet Willow Pond in Anderson, zip code
41 29624, District 5.

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

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

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

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

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

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

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

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

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

1 California.

2 TOMMY DUNN: Ma'am, it's time.

3 **APPLAUSE**

4 TOMMY DUNN: Mr. Harmon.

5 LEON HARMON: Next speaker is Randy

6 Jones.

7 RANDY JONES: My name is Randy Jones.

8 I'm from Cindy's district, District 7.

9 I intended to be here tonight to speak about my
10 support for the Second Amendment Sanctuary Ordinance.
11 But the ordinance that I expected to be on the agenda
12 was replaced with a 2a resolution. I would like to
13 request that the council table or withdraw this
14 resolution and take appropriate steps to get the
15 ordinance that was submitted to the council on
16 February 12th back on the agenda to be read and voted
17 on by the council.

18 The citizens of Anderson County deserve to have
19 this brought forward for the appropriate readings,
20 discussion and vote by the council so they will know
21 this is truly supported by our county government.
22 Should it not be approved by one or more council
23 members, we deserve to know who that is so we can make
24 our decision in the upcoming election cycle if we want
25 to continue to be represented by those members.

26 Please understand this is not just a few gun-
27 toting fanatics making this request. We have
28 thousands of Anderson County residents that support
29 this and we truly believe in this great country, great
30 Constitution and Bill of Rights that the founders so
31 brilliantly put together on paper over two hundred
32 years ago. This is the very foundation of the
33 greatest country that's ever existed on this planet.

34 We fully support whatever it takes to truly make
35 Anderson County a safe place for us by standing up to
36 those that may try to destroy and take away our right
37 to bear arms for due process, free speech and for
38 protection against unlawful seizure of property.

39 I hope that you will act on this recommendation
40 and reconsider your actions on this resolution tonight
41 and establish the quick-as-possible path to getting
42 the ordinance brought to the council. Thank you.

43 **APPLAUSE**

44 TOMMY DUNN: Mr. Harmon.

45 LEON HARMON: Next speaker is Sherry

46 McAbee.

47 SHERRY MCABEE: My name is Sherry

48 McAbee. I live at 1421 Old Trail Drive.

49 I have nine crack houses in my neighborhood. How
50 many of you, with a show of hands, have guns in your

1 home? How many of you have carry permits in your
2 home? How many of you have the right to carry and
3 protect your family? Thank you.

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

9 TOMMY DUNN: I've asked y'all to
10 keep it down.

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

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

20 **APPLAUSE**

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

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

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

37 **APPLAUSE**

38 LEON HARMON: Next speaker is Daniel
39 McKee.

40 DANIEL MCKEE: I'm Daniel McKee. I'm
41 a District 3 citizen.

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

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

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

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

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

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

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

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

1 allow our rights to be infringed upon.

2 As we walked in tonight, each one of us was
3 searched to make sure we came in safety with no kind
4 of firearms or no kind of weapons.

5 LEON HARMON: Time, Mr. Chairman.

6 TOMMY DUNN: Time.

7 DANIEL MCKEE: Thank you.

8 TOMMY DUNN: Next, Mr. Harmon.

9 **APPLAUSE**

10 LEON HARMON: Next speaker is Brian
11 Allen.

12 BRIAN ALLEN: I'm Brian Allen,
13 District 3.

14 During the last meeting, after many of us that
15 support Anderson becoming a Second Amendment sanctuary
16 city left, an anti-gun activist was allowed to speak.
17 Let's all stay until the end of this meeting if
18 possible.

19 Somebody over here a while ago, one of these
20 gentlemen ---

21 TOMMY DUNN: Address the Chair,
22 please.

23 BRIAN ALLEN: One of these gentlemen
24 said, what's the problem? We have gun rights.
25 They're slowly getting nipped away. That's what the
26 problem is. You want to see what the problem is, look
27 at Virginia, look at California. The anti-gun
28 activist spoke about the Townville shooting. Well,
29 many of us were affected by that event, including me
30 and Brett Sanders. We had a friend that died that
31 day; Jeffrey (verbatim) Osborne. However, what wasn't
32 mentioned was that over four hundred thousand violent
33 crimes, including home invasions, that were prevented
34 last year according to fee.org.

35 One of our members that may be here tonight, Tyler
36 Butler, protected his home due to his right to bear
37 arms. Many veterans have died for this right. And
38 then they die every day for this right.

39 And the main thing -- reason I'm here is because
40 of this young man right here and his children and his
41 children's children, and his children's children's
42 children. If we don't do something about this now
43 they won't have the right to protect themselves.

44 **APPLAUSE**

45 LEON HARMON: Next speaker is J.W.
46 Monroe.

47 J.W. MONROE: My name is J.W. Monroe.
48 I live at 21 Sweet Willow Pond in Anderson County.

49 The government called up my daddy and said, here's
50 a weapon, go to Europe and make those people free.

1 They called me up and they said, here's a weapon, to
2 over to Vietnam and make those people free. They
3 called my son up and sent him to Kuwait. He got shot
4 up. But they gave him a weapon and said, make those
5 people free.

6 Don't you want me to be free?

7 **APPLAUSE**

8 LEON HARMON: Next speaker is James
9 E. Allen.

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

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

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

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

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

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

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

27 LEON HARMON: Time, Mr. Chairman.

28 TOMMY DUNN: Time, Mr. Allen.

29 **APPLAUSE**

30 TOMMY DUNN: Next.

31 LEON HARMON: Mr. Chairman, next

32 speaker is Charles Griffis.

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

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

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

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

2 **APPLAUSE**

3 LEON HARMON: Next speaker is
4 Josh Smith.

5 JOSH SMITH: My name is Josh
6 Smith. I live at 1332 Bleckley Street, District 2.
7 If I was elegant or had speeches written to do
8 this. But I've had several combat tours. I've lost
9 friends. I've been trained. And I was on the west
10 coast and decided to come back to Anderson. I love
11 this place. I'm trying to do my part at Equinox Park.
12 I did my part to get that place rebuilt. I pushed for
13 it. A lot of y'all received mail from me about that.

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

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

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

34 **APPLAUSE**

35 JOSH SMITH: ... countless times.
36 Look throughout history and see where the government
37 has tried to take away guns. See how that turned out
38 for the people. Go ahead. Ask them. It's well know.

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

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

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

8 LEON HARMON: Time, Mr. Chairman.
9 JOSH SMITH: ... 75. Thank you.

10 **APPLAUSE**

11 LEON HARMON: Next speaker is Bill
12 Wetzel.

13 BILL WETZEL: My name is Bill Wetzel,
14 5010 Sunset Drive, Easley, South Carolina, but it is
15 in Anderson County. I'm way out in the country where
16 we have to wait forty-five minutes for police to
17 arrive.

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

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

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

35 **APPLAUSE**

36 LEON HARMON: Next speaker is Paige
37 Thibault.

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

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

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

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

7 **APPLAUSE**

8 LEON HARMON: Next speaker is Robert
9 T. McCurry.

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

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

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

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

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

47 **APPLAUSE**

48 LEON HARMON: Next speaker is Zach
49 Camp.

50 ZACH CAMP: Good evening, ladies

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

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

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

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

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

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

39 I'm sure I speak for many of us here tonight when
40 I say that my safe place is not in a government
41 building that restricts my right to carry and only
42 protected by a few brave officers that guard the door;
43 rather it is in my local gun shop where I know I'm
44 surrounded by law abiding citizens carrying everything
45 from a nine millimeter Glock to a Kimber 1911 custom
46 45 ACP.

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

APPLAUSE

1
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 Powell. 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
12 speak on their behalf and all the friends and family
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
48 the residents of Anderson County. We're protecting
49 our sheriff that says that Anderson County in no way
50 can use funds, can in no way use personnel to

1 confiscate law abiding citizens' guns.

2 This is not rocket science. I have heard it
3 bounced around that this ordinance was
4 unconstitutional. How is it unconstitutional when it
5 is something that is a safeguard for the Constitution.
6 That makes no sense whatsoever.

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

14 LEON HARMON: Time, Mr. Chairman.

15 BRENT POWELL: Thank you.

16 **APPLAUSE**

17 TOMMY DUNN: Mr. Harmon.

18 LEON HARMON: Next speaker is

19 Elizabeth Fant.

20 ELIZABETH FANT: Good evening. Elizabeth
21 Fant, District 3.

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

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

34 **APPLAUSE**

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

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

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

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

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

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

21 LEON HARMON: Time, Mr. Chair.

22 TOMMY DUNN: Next, Mr. Harmon.

23 **APPLAUSE**

24 LEON HARMON: Next speaker is Michael
25 Shirley.

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

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

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

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

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

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

APPLAUSE

10
11 TOMMY DUNN: Mr. Harmon, next.
12 LEON HARMON: That's all the speakers
13 signed up at this -- for this time period.
14 TOMMY DUNN: Thank you, Mr. Harmon.
15 CINDY WILSON: Mr. Chairman, may I
16 quickly? I have at the desk the bill -- a copy of the
17 bill Representative Brian White filed. May we ask our
18 clerk to make multiple copies to hand out to our
19 audience members, because this is probably what we'll
20 be working from.
21 TOMMY DUNN: We're going to get you
22 a copy of it. Everybody will get a copy. That's what
23 she's asking.

24 Moving on to item number 6(a), ordinance third
25 reading, 2019-058, ordinance authorizing, pursuant to
26 Title 4 of the Code of Laws of South Carolina 1976, as
27 amended, including Sections 4-1-71, 4-1-175 and 4-29-
28 68 thereof, and Article VIII, Section 13 of the South
29 Carolina Constitution, the execution and delivery of
30 an infrastructure credit agreement by and between
31 Anderson County, South Carolina and Cheney Mill Owner
32 LLC or assigns, to provide for certain special revenue
33 infrastructure credit for project Cheney Mill.

34 Mr. Nelson? Is he here?

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

42 CINDY WILSON: So moved.

43 TOMMY DUNN: Motion Mr. Sanders;
44 second Ms. Wilson. Any discussion? Ms. Floyd.

45 GRACIE FLOYD: When this thing was
46 first presented to us in 2019, I had some real serious
47 concerns about it. And as I read over it today, there
48 has been nothing new that has happened that has
49 changed my mind about this. So I am still standing on
50 the same comments and the same principals I had about

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
8 opposed. Show the motion carries, Mr. Davis, Mr.
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
12 ordinance to amend the zoning map to rezone plus or
13 minus 23.66 acres from R-20 ... I'm sorry. I missed
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 BRETT SANDERS: So moved.

21 CINDY WILSON: Second.

22 TOMMY DUNN: Motion Mr.

23 Sanders; second Ms. Wilson. Any discussion?

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
33 else? All in favor of the motion show of hands.
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.
40 Chairman and members of council. If I can beg one
41 second while my Census Complete Count Committee Co-
42 Chair joins us up here. As council and most of the
43 public I believe are aware, the -- April 1st is census
44 day, so that's right around the corner.

45 Now, the Anderson Complete Count Census Committee
46 has been working over the past several weeks and
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.

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

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

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

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

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

50 STEVE NEWTON: Thank you.

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?
11 DANIEL MCKEE: Daniel McKee,
12 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
17 county computer system, financing and everything.
18 DANIEL MCKEE: All right. Thank
19 you.
20 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
27 puts you out-of-date. But being twenty years out puts
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
41 County, South Carolina Code of Ordinances so as to
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

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 closed. Mr. Graham.

14 RAY GRAHAM: Thank you, Mr.
15 Chairman. Basically this is where we can kind of
16 update the ordinance and basically allow the sheriff's
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 Graham. Anyone else? Do we have a motion -- put that
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 Graham. Do we have a second?

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
39 ordinance to amend an agreement for the development of
40 the joint county industrial and business park, 2010
41 park, of Anderson and Greenville Counties so as to
42 enlarge the park to include Vermeer Manufacturing,
43 doing business as Vermeer Corporation, Project Yellow.

44 Mr. Nelson, if you would just say a few words and
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
49 Greenville. They're expanding their operation in
50 Greenville County. As a courtesy to Greenville County

1 we're asking to include Project Yellow in the multi-
2 county park agreement so that they can avail
3 themselves to additional state incentives that could
4 be available to them. And we have a reciprocal
5 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
12 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
15 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?

25 TOMMY DUNN: Ms. Wilson.
26 CINDY WILSON: It seems that
27 because we have a wonderful audience tonight and we've
28 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
35 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 lieu 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 Wilson. Any more discussion? Hearing none, all in
48 favor of the motion show of hands. Opposed like sign.
49 Show the motion carries.
50 Show Ms. Floyd has stepped out of the room.

1 Moving on now to number 7(a), ordinance second
2 reading, 2020-005, an ordinance authorizing the
3 execution and delivery of a special source revenue
4 credit agreement by and between Anderson County, South
5 Carolina and Project Robo with respect to special
6 source revenue credit to be applied against fee-in-
7 lieu of tax payments related to certain investments in
8 the County. Mr. Nelson.

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

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

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

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

34 JIMMY DAVIS: So moved.

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

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

43 **BREAK**

44 TOMMY DUNN: Council is back in
45 session.

46 At this time we'll be moving on to item number
47 7(a), be 2020-005, an ordinance authorizing the
48 execution and delivery of a special source -- we've
49 done done that one; haven't we? We've done that one.
50 Didn't mark it before I left.

1 We're moving on to item 8(a), first reading. This
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
14 approval of this request. Planning Commission also
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
33 expressing its support of the Second Amendment rights.
34 I'm going to take the floor first. I'm going to let
35 every council member have their say or what not.
36 I'm going to start off. I'm going to make the
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. But
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
48 resolutions. The fourth one was Laurens and I think
49 it was last night or night before last, I don't know
50 what they voted on, but they voted it down, whatever

1 they voted on. There's reasons for this.

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

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

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

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

1 or say on the thing.

2 JIMMY DAVIS:

Thank you, Mr.

3 Chair. A few comments. I'm a lifelong resident of
4 Anderson County. My family has been here almost two
5 hundred years. I own guns, I carry guns, I shoot
6 guns, I'm a member of the NRA, a lifetime member of
7 Belton Gun Club. I love to hunt, fish and be outside.
8 But what I ran on was -- and I believe in the Second
9 Amendment. Don't get me wrong. I ran on being
10 financially conservative. I'm a conservative. Yeah,
11 I ran on the Republican ticket, but I'm a conservative
12 person. And I've heard tactics and people talk about
13 fear. The only two things I fear is losing my little
14 dog and I fear the Lord.

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

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

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

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

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

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

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

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

38 TOMMY DUNN: Thank you.

39 Mr. Sanders.

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

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

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

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

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

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

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

43 TOMMY DUNN:

Ms. Floyd.

44 GRACIE FLOYD:

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

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

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

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

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

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

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

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

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

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

7 TOMMY DUNN: Thank you.

8 Mr. Graham.

9 RAY GRAHAM: Thank you, Mr.

10 Chairman. I'll try to be brief. But you know,
11 there's so much to talk about here.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45 **APPLAUSE**

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

1 what our next move is.

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

11 Thank you, Mr. Chairman.

12 TOMMY DUNN: Ms. Wilson.

13 CINDY WILSON: Thank you, Mr.

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

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

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

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

1 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
6 I put a motion on the floor. I'd like to echo what
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 media. 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
12 what's right for the law. So to try to bully him --
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. All
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
38 come back with an ordinance by the second week -- I'm
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.
48 Davis, Mr. Sanders, Ms. Floyd, Mr. Dunn, Ms. Wilson in
49 favor. Mr. Graham opposes.

50 CINDY WILSON: Mr. Graham, would you

1 ask for a personal privilege to explain?
2 RAY GRAHAM: Yes.
3 TOMMY DUNN: Go ahead.
4 RAY GRAHAM: And this is some
5 unchartered waters so I'm actually asking what do we
6 need to do to make this happen? I understand we
7 cannot bring forth in name only the ordinance with the
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 RAY GRAHAM: It's just part of our
13 rules is we have to give a twenty-four hour notice.
14 Can I make a recommendation that this is placed on the
15 agenda of the next meeting that we have in name only
16 and we still go forth with the committee that Chairman
17 Dunn and Vice Chairman Sanders had kind of discussed
18 this morning with the meeting of the group?
19 TOMMY DUNN: I have every intention
20 of putting a committee together; two council members,
21 the sheriff, citizens, to get this done.
22 RAY GRAHAM: 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
26 look at because when you do something in title only on
27 something like this, to me that can be just like a
28 resolution, got no teeth in it. This way they can see
29 it. And if we can get it done by the next meeting,
30 you know, it'll be on there. But by no later than the
31 second meeting -- I'm sorry -- the first meeting in
32 April. This gives us a little bit of time in case we
33 don't. 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
36 get stuff worked out and get agreed on. But it will
37 happen.
38 RAY GRAHAM: Mr. Chairman?
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
44 myself and also Councilman Wooten, as an ordinance. I
45 got the notification last week that it was changed to
46 a resolution. And again, with all due respect, I
47 understand why. But the citizens -- I mean I don't
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 title only. That's up to you.

4 RAY GRAHAM: Well, yes, sir, I did
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.

25 BRETT SANDERS: I would like to -- I'm
26 speaking into it. I understand where Mr. Graham is
27 coming from. And if he wants to put it on the agenda
28 I will support that. I'm not -- I understand what we
29 have. I know that he and -- I hate that ---

30 TOMMY DUNN: Mr. Wooten?

31 BRETT SANDERS: --- is not here today.
32 But I know they've worked hard on it, and I think with
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 it. Yeah, we've done voted on it. Didn't we vote on
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
50 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 TOMMY DUNN: We voted on that.
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. No.
13 It's going to be on the next thing. He's got a right
14 to put it on there, sir. This is over. We're moving
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 MALE: Don't tell me to sit
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 MALE: (Inaudible.)
28 TOMMY DUNN: No, sir, you're not a
29 member of this body. We've tried to get through this
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 are. 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
43 then and we just feel like we need to bring it before
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
47 the EMD cards, which is basically the cards that's
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

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

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

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

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

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

1 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?
27 TOMMY DUNN: 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
36 everyone here. And I thank you for all that you do,
37 the whole team. I look forward (inaudible). Thank
38 you, Mr. Chair.
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.

1 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. The
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
20 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
27 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
49 the bad weather has stopped their work.

50 Next we were informed that any moratorium on large

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

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

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

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

50 Also included here as part of the overall CIP is

1 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
10 at 1:30. And y'all are all invited to come.

11 At that meeting our Waste Water Division Director
12 will be providing plans and updates that are also part
13 of the CIP.

14 Do my fellow council members have any additions to
15 this report?

16 GRACIE FLOYD: Mr. Chairman?

17 TOMMY DUNN: Yes, ma'am.

18 GRACIE FLOYD: I don't have an
19 addition, but I would like to have the minutes.

20 CINDY WILSON: The minutes are being
21 written now and they will be approved at the meeting
22 on the 9th. And they'll be incorporated.

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?

32 Hearing none, we'll go on to requests by council
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.

39 TOMMY DUNN: We have a motion Mr.
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
45 unanimously. Anything else, Mr. Davis?

46 JIMMY DAVIS: No, sir. Thank you.

47 TOMMY DUNN: Mr. Sanders?

48 BRETT SANDERS: Yes, sir, I have two.

49 I would like to distribute funds from my rec account
50 in the amount of five hundred to VMD Scholarship

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 TOMMY DUNN: Ms. Floyd, you ready or
12 do you want me to move on?
13 GRACIE FLOYD: No, I'm ready. I'm
14 ready. But I didn't get anything from the Shalom
15 House. Is that apart of the VMD Scholarship Fund?
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 ---
22 TOMMY DUNN: That's what I'm talking
23 about. I think it was on our desk tonight. I had it
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,
34 excuse me. I put that in the form of a motion.
35 TOMMY DUNN: Have a motion Ms.
36 Floyd. Have a second?
37 JIMMY DAVIS: Second.
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
45 person. And I'm sure that's appreciated because we
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
6 dollars toward Shalom House Ministries. They are in
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. Any
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 Chairman. District 7, likewise, would like to
24 appropriate five hundred dollars to Shalom House.
25 They come before us every year. And we do have
26 requirements now that any beneficiary of an
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 Wilson. Do we have a second?
32 JIMMY DAVIS: 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
38 dollars to the Shalom House. Put that in the form of
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.

1 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.
7 JIMMY DAVIS: Speak up.
8 TOMMY DUNN: Mr. Burns, see if that
9 -- there it goes.
10 ELIZABETH FANT: Elizabeth Fant,
11 District 3. I hope some of you have -- that have come
12 tonight have realized that it's more than a one-issue
13 thing that goes on here. A lot of information that
14 came over tonight. You can go on the Anderson County
15 website and you can look and get this whole packet
16 that I have. It tells you what the agenda is going to
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
21 named Anderson County as having some severe problems.
22 One is the VIVA recycling. Did you know they had a
23 big fire this week that DHEC is not doing their due
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
33 forth has written, it's a beginning. But I see in
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
37 can have the Amendments. You can have the so-forth.
38 But if the Federal government decides to tax you five
39 hundred dollars on every case of ammunition what good
40 is it to want to have a gun if you haven't got
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
46 want to realize last week that we started early, which
47 I mentioned because I didn't get to sign my name. We
48 had actually done the pledge and the prayer and I
49 turned around and looked at the clock and the long
50 hand was just on the six, which means we had started

1 early. I don't like it when I say these thing. I
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
5 to have people to come speak. And I happen to be one
6 of those people. But to get that kind of response
7 really makes me both angry ---
8 LEON HARMON: Time, Mr. Chairman.
9 ELIZABETH 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
15 Jones. I'm from District 7.
16 I just want to thank the council for what you're
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
20 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
26 was anticipating from our meeting earlier today. But
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
30 from South Carolina Carry to help work on that as a
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
34 way. I agree with your comments there. So we want to
35 make sure that we have an ordinance that's good for
36 everybody. What's good for our county should be good
37 for the citizens of Anderson County, as well. That's
38 been my desire the whole time for being involved in
39 this. You can be assured that I'm going to do
40 everything I can to support the group that's here
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?
46 LEON HARMON: Next speaker is Brent
47 Powell.
48 BRENT POWELL: As to my point of
49 clarity earlier, according to Roberts Rules of Order,
50 I'm going to take my three minutes to ask that now.

1 There is still some confusion about what was actually
2 done on number 9 earlier.

3 Chairman, you had a motion to table it. There was
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. Then
7 there was some yada yada yada. And then nobody heard
8 anything after that. You closed it out. Shut
9 everything down. So I'm wondering what actually
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 TOMMY DUNN: I just told you. Our
23 ordinance don't allow a back and forth. It's not that
24 way. But I'll be glad to -- in my closing comments
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 ---

33 BRENT POWELL: But there's some
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
48 ordination (verbatim) was unconstitutional and it was
49 thrown out and we get this watered down resolution.
50 So what I'm just asking for is so that when I go home

1 tonight that my wife asks me what happened; you didn't
2 go to jail, did you? I'm like, no, I didn't go to
3 jail. So I can explain to her what happened; where
4 we're at right now. That's all.

5 TOMMY DUNN: Mr. Harmon?

6 LEON HARMON: No one else is signed
7 up, Mr. Chairman.

8 TOMMY DUNN: Thank you.

9 Now comments from council members. Ms. Wilson.

10 CINDY WILSON: Thank you, Mr.
11 Chairman. And I definitely want to thank everyone
12 here tonight.

13 Our ordinance governing the meeting format is such
14 -- is what Mr. Chairman was trying to explain. We
15 don't have a back and forth conversation during
16 citizen comments. But I'm hoping that we can all take
17 our conversations and discussions tonight and go
18 forward with a far greater participation in your local
19 government.

20 Your local government, in the form of school
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
30 hard up here together and with y'all to be the best
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
35 to say for themselves. We'll be very professional but
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.

43 TOMMY DUNN: Thank you, Ms. Wilson.
44 Mr. Graham.

45 RAY GRAHAM: Thank you, Mr.
46 Chairman. First of all, I would definitely like to
47 commend Anderson County fire service for their
48 tireless efforts of bringing the -- noted the fire
49 that we've had under control. It was -- I know it was
50 a long several days out there for those guys and

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

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

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

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

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

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

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

40 TOMMY DUNN: Thank you, Mr. Graham.

41 Ms. Floyd.

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

47 TOMMY DUNN: No, there wasn't; not
48 on the agenda.

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

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
9 meeting was to try to get the information together
10 because we are writing a grant for -- is Mr. Newton
11 still here? Okay. We are writing a grant. I think
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
17 Park in here now? Okay. Good. District 2. Let me
18 put that in there; okay. District 2 Homeland Park.
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. I
23 honestly do. I am a law abiding person. And before I
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
27 what's the -- like I told you earlier, there was four
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
33 against, I would appreciate knowing that.

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.
37 Okay? Because we've had this system for as long as I
38 can remember and I've been in here twenty-eight years.

39 Thank you.

40 TOMMY DUNN: Thank you. Mr.
41 Sanders. Thank you, Mr. Sanders. Mr. Davis.

42 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
47 about it. It's our rules of conduct here. It's our
48 rules of behavior. And we try to adhere to it. And
49 you know, I invite all of you back. This is a great
50 piece of your local government. What we do here has

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

7 And I appreciate you being here tonight. We
8 invite you back again. Thank you, Mr. Chair.

9 TOMMY DUNN: Thank you, Mr. Davis.

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

24 Thank y'all very much for coming out.

25
26

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

ORDINANCE NO. 2020-005

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF
A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND
BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND TACTICAL
MEDICAL SOLUTIONS, LLC, WITH RESPECT TO SPECIAL SOURCE
REVENUE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX
PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE COUNTY;
AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Anderson County, South Carolina (the “County”) is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the “Multi-County Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide special source revenue credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in property, including infrastructure, improved and unimproved real estate and certain personal property consisting of machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended (“Infrastructure”); and

WHEREAS, the County Council of Anderson County (“County Council”) has agreed to assist Tactical Medical Solutions, LLC, a South Carolina limited liability company (the “Company”), in the establishment by the Company of one or more distribution/manufacturing facilities in the County (the “Project”) by (i) maintaining the Company in a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a “Park”) and (ii) pursuant to the Section 4-1-175 of the Multi-County Park Act, providing for certain special source revenue credits against payments in lieu of taxes by the Company from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the Company has represented that its combined aggregate investment in the Project is expected to be \$1,725,000, and that it will create twenty-one (21) new, full-time jobs at the Project; and

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County has previously entered into or will enter into an agreement with an adjoining South Carolina county adding the Project to a Park, and

pursuant to such agreement, the Company will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide special source revenue credit financing of the Infrastructure with respect to the Project by providing an annual forty-two (42%) percent base credit to the Company against payments in lieu of taxes for the Project in the Park (the “FILOT Payments”) for a period of thirty (30) consecutive years beginning the year following the first year which any portion of the Project is first placed in service and running through the 30th year after the first year which any portion of the Project is first placed in service; and the County Council has further agreed to provide additional special source revenue credit financing of the Infrastructure with respect to the Project by providing a seventy (70%) percent additional credit to the Company against the FILOT Payments for a period of five (5) consecutive years, and thereafter, by providing a sixty (60%) percent additional credit to the Company against the FILOT Payments for a period of ten (10) consecutive years, all as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Company presented to this meeting (the “SSRC Agreement”); 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; and, that the Project gives 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, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

WHEREAS, it appears that the SSRC Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

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

Section 1. The County Administrator, for and on behalf of the County, is hereby authorized to execute and deliver the SSRC Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such official shall determine and as are not inconsistent with the matters contained herein, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting, and is directed to do anything otherwise necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 2. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 3. All ordinances, 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 passage by the County Council.

ENACTED in meeting duly assembled this 17th day of March, 2020.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
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:	February 18, 2020
Second Reading:	March 3, 2020
Third Reading:	March 17, 2020
Public Hearing:	March 17, 2020

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of February 18, 2020, March 3, 2020 and March 17, 2020, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Lacey Croegaert
Anderson County Clerk to Council

Dated: March 17, 2020

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA,

and

TACTICAL MEDICAL SOLUTIONS, LLC
a South Carolina limited liability company

Dated as of April 1, 2020

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of April 1, 2020 (the “Agreement”), between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and **TACTICAL MEDICAL SOLUTIONS, LLC** a limited liability company organized and existing under the laws of the State of South Carolina (the “Company”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to provide special source revenue credit financing, secured by and 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, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure”); and

WHEREAS, the Company will operate the Project (as defined below) on the land in the County described in Exhibit A hereto, owned by the Company (the “Land”); and

WHEREAS, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the County (the “Project”), which will result in an expected aggregate investment of \$1,725,000 all by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the “Investment Period”); and the Company has also represented that it intends to create twenty-one (21) new, full-time jobs at the Project by the end of the Investment Period; and

WHEREAS, the County and Greenville County have established a joint county industrial and business park (the “Park”) by entering into an Agreement for Development for Joint County Industrial/Business Park (the “Park Agreement”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “Multi-County Park Act”), as amended, and will designate the Land as being included within the Park, and the County desires to cause the Park to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 4, Chapter 29 thereof (the “FILOT Act”), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the payments in lieu of taxes to be made by the Company as a result of its investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on March 17, 2020, following conducting a public hearing on March 17, 2020;

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*.

“Additional Infrastructure Credits” shall mean seventy percent (70%) of the annual Fee Payments due for five (5) consecutive years, calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits; and thereafter, sixty percent (60%) of the annual Fee Payments due for ten (10) consecutive years, calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits.

“Affiliate of the Company” shall mean each of the Persons that directly or indirectly, through one or more intermediaries, owns or controls, or is controlled by or under common control with, the Company. For the purpose of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

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

“Base Infrastructure Credits” shall mean forty-two percent (42%) of the annual Fee Payments due for thirty (30) consecutive years, calculated and applied after payment of the amount due the non-host county under the Park Agreement.

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

“Company” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Cost of the Infrastructure” shall mean to extent permitted by law, 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 this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost 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 is not paid by the contractor or contractors or otherwise provided for; (d) 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; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the

Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the 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.

“Fee Payments” shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

“FILOT Act” shall mean Title 4, Section 29, of the Code.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Infrastructure Credit Act” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Infrastructure Credits” shall be the collective definition of the terms Additional Infrastructure Credits and Base Infrastructure Credits.

“Investment Period” shall mean the period commencing on January 1 of the year after the first year in which the Project is first placed into service and ending on December 31 of the fifth year after the first year in which the Project is first placed into service.

“Investment Target” shall mean the investment by the Company of at least \$1,725,000 in the Project.

“Jobs Creation Minimum Requirement” shall mean the creation of at least twenty-one (21) new, full-time, jobs at the Project with an average pay of \$37.73 per hour.

“Land” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“Ordinance” shall mean the ordinance enacted by the County Council on March 17, 2020, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the Agreement for Development for Joint County Industrial/Business Park dated as of December 1, 2010 between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

“Park” shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

"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" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

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, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, 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 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.

(e) To the best knowledge of the undersigned representatives of the County, there is no 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 transactions contemplated hereby or would affect the validity, or 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 undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or 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.

(c) The Company shall use commercially reasonable efforts to cause the Investment Target and Jobs Creation Minimum Requirement to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no 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 power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company 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 Company is there any basis therefore.

(e) The Company agrees to reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, 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 and privileges; 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) In the event of the termination of the Park Agreement prior to December 31, 2035, the County agrees to use its best reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and 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 a general obligation or 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 full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Base Infrastructure Credits; Additional Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15th immediately following the year immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Company Base Infrastructure Credits for a period of thirty (30) consecutive years in an amount equal to forty-two percent (42%) of that portion of Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period) calculated and applied after payment of the amount due the non-host county under the Park Agreement.

(b) In addition to the Base Infrastructure Credits, the County shall also provide Additional Infrastructure Credits against the Company's Fee Payments for a period of five (5) consecutive years in an amount equal to seventy percent (70%) of that portion of Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits; and thereafter, the County shall provide Additional Infrastructure Credits for a period of ten (10) consecutive years in an amount equal to sixty percent (60%) of that portion of Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits.

(c) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which an Infrastructure Credit is taken.

(d) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by it collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B. Further, any amount of reimbursement of the Company for Infrastructure expenditure by way of an Infrastructure Credit may not be duplicated through an infrastructure credit to the Company for the same expenditure.

(e) In the event the Company fails to meet either the Investment Target or the Jobs Creation Minimum Requirement by the end of the fifth (5th) year after the Project is placed in service, the Base

Infrastructure Credits shall continue for the remainder of the thirty (30) year term, but the Additional Infrastructure Credits of sixty percent (60%) will terminate.

(f) In the event the Company, meets the Investment Target and the Jobs Creation Minimum Requirement by the end of the sixth (6th) year after the Project is placed in service, the Additional Infrastructure Credits of sixty percent (60%) shall apply to the Project for the remainder of the 10-year period and the Base Infrastructure Credits shall continue for the remainder of the thirty (30) year term, but no lost Infrastructure Credits, if any, may be captured by the Company.

(g) As provided in Section 4-29-68 of the Code, to the extent any Infrastructure Credit is used as a payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(h) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR 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 INFRASTRUCTURE CREDITS.

(i) 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 Fee Payments for the Project in the Park. 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 Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

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 to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that the Company will give notice of any transfer by the Company of any of its interest in this Agreement to an Affiliate of the Company, but such transfer may be done without the County's consent. A transfer to any other Person who is not an Affiliate of the Company shall require the prior written consent of the County or the subsequent ratification by the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

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

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) 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 the Company hereunder 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 the 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 V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the 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 6.04. 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, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the 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 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 Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. 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 United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- | | |
|--|---|
| (a) if to the County: | Anderson County
Attn: County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002 |
| with a copy to:
(which shall not
constitute notice
to the County) | Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002 |

(b) if to the Company: Tactical Medical Solutions, LLC
Attn: Ross Johnson, CEO
1250 Harris Bridge Rd
Anderson S.C. 29621

with a copy to: Nexsen Pruet, LLC
(which shall not 55 East Camperdown Way, Suite 400
constitute notice Greenville, South Carolina 29601
to the Company) Attn: James K. Price

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. 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.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. 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.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the “Indemnified Parties”) 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 granting of the Infrastructure Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or by 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 or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend 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 legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(b) Notwithstanding anything in this Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company, shall survive any termination of this Agreement.

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Anderson County Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Tactical Medical Solutions, LLC has caused this Agreement to be executed by an authorized manager/officer, all as of the day and year first above written.

FOR ANDERSON COUNTY:

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert
Anderson County Clerk to Council

[Signature page 1 to Special Source Revenue Credit Agreement]

Tactical Medical Solutions, LLC

By: _____
Name: _____
Title: _____

[Signature page 2 to Special Source Revenue Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

ALL that certain tract, piece, or parcel of land, together with any improvements thereon, situated within Garvin Township, in the County of Anderson, State of South Carolina, containing approximately 66.50 acres, and being shown as Tract One (1) on a plat prepared by Earl B. O'Brien, RLS, dated February 25, 1999 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book 1003 at Page 7, said lots having the metes, bounds, courses and distances as appear upon said plat, which is incorporated herein and made a part hereof by reference. The property also being shown on subdivision plat recorded in said Register of Deeds office in Plat Book 84 at Page 388.

TMS No.: **119-00-02-012**

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of Tactical Medical Solutions, LLC (the "Company"), do hereby certify in connection with the Special Source Revenue Credit Agreement dated as of April 1, 2020 (the "Agreement") between Anderson County, South Carolina and the Company, as follows:

(1) As of December 31, 20__, the total amount of Infrastructure Credits received by the Company is as follows:

(a)	\$ _____
(c) Total Infrastructure Credits received	\$ _____

(2) As of December 31, 20__, the total amount of investment in Costs of Infrastructure by the Company is not less than \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

TACTICAL MEDICAL SOLUTIONS, LLC

By: _____
Name: _____
Its: _____

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:

1. 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

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



INDICATES MAP PART TO BE TOWNS



FEET	METERS
0	0
100	30.48
200	60.96
300	91.44
400	121.92
500	152.40

TOPSAIL DRIVE
(OWN SIDE COURSE)

- OFFICIAL AREA
1. 10/2/00
2. 10/2/00
- OFFICIAL NAME
1. 10/2/00
2. 10/2/00



GRAPHIC SCALE

1 inch = 100 ft.



BAY A. & LORIAN S. CREW
10/2/00
DE 10/2/00
PG 10/2/00

CLOWN I. 2008
10/2/00
DE 10/2/00
PG 10/2/00

REINCY A. BOSTON
10/2/00
DE 10/2/00
PG 10/2/00

U.S. ARMY CORP. OF ENGINEERS
(LANCE HARTWELL)

U.S. ARMY CORP. OF ENGINEERS
(LANCE HARTWELL)

U.S. ARMY CORP. OF ENGINEERS
(LANCE HARTWELL)

BOUNDARY SURVEY FOR
**JONATHAN P. JACKSON and
LORIAN S. CREW**
10/2/00 / 10/2/00 / ABDURY PARK ROAD
ANDERSON COUNTY
STATE OF SOUTH CAROLINA
10/2/00 45000-4009, 45000-4009
DATE: MARCH 9, 2015

NO.	DATE	DESCRIPTION
1	10/2/00	10/2/00
2	10/2/00	10/2/00
3	10/2/00	10/2/00
4	10/2/00	10/2/00
5	10/2/00	10/2/00
6	10/2/00	10/2/00
7	10/2/00	10/2/00
8	10/2/00	10/2/00
9	10/2/00	10/2/00
10	10/2/00	10/2/00



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

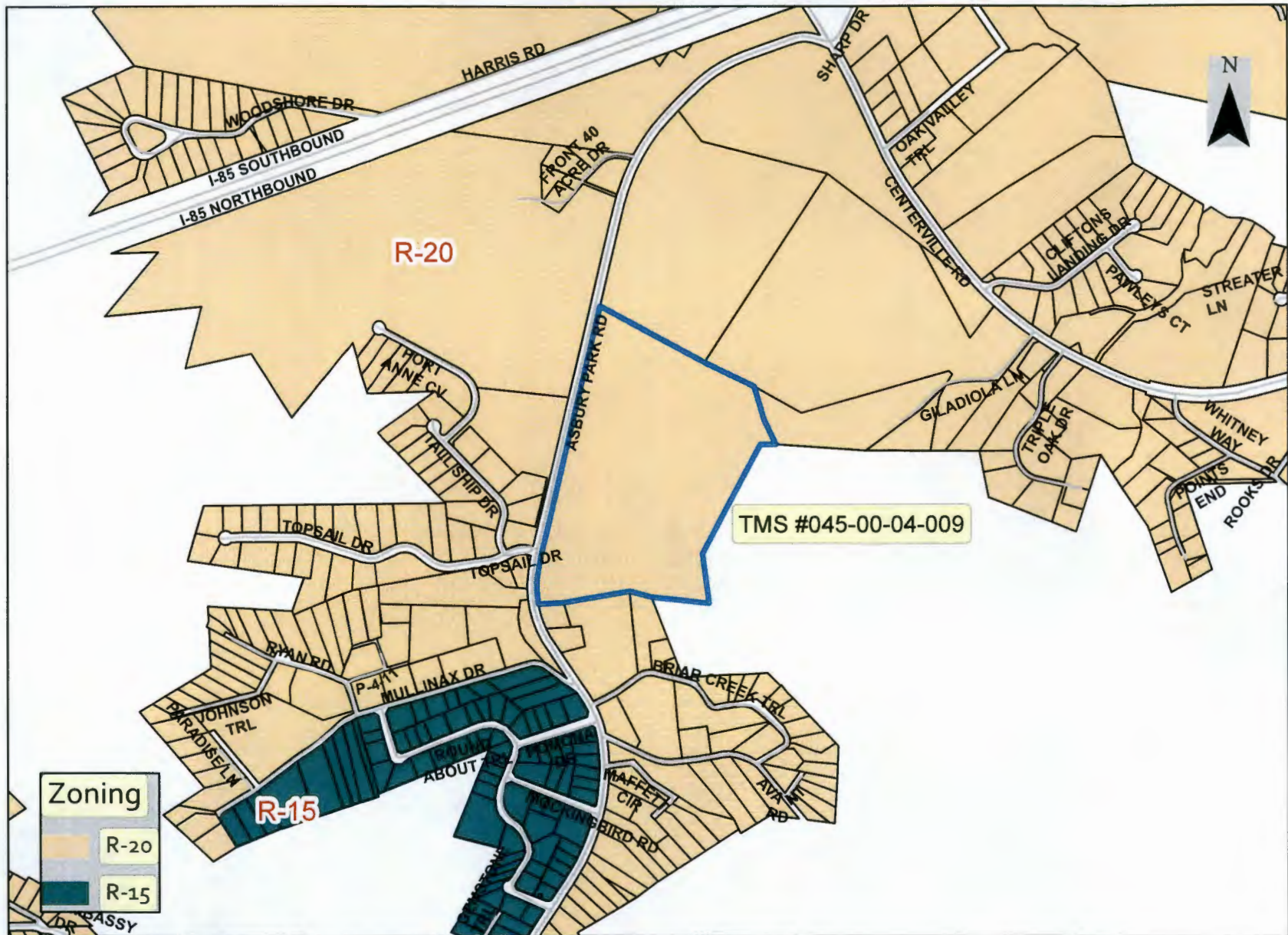
0 1,000 2,000 4,000 Feet



Aerial Photography

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

0 500 1,000 2,000 Feet



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

0 1,000 2,000 4,000 Feet



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

0 1,000 2,000 4,000 Feet



1/23/20



1/23/20

1/23/20



1/23/20



**Anderson County Planning Commission
Staff Report
February 2020**

Applicant:	Love's Travel Stop and Country Store
Current Owner:	Coleman Family Properties, LLC
Property Address:	4610 Liberty Highway
Precinct:	Five Forks
Council District:	4
TMS #(s):	092-00-06-015 and 092-00-06-016
Acreage:	+/- 48.67
Current Zoning:	C-2 (Highway Commercial) and I-2 (Industrial Park District)
Requested Zoning:	S-1 (Services District)
Surrounding Zoning:	North: Industrial District (I-1) South: C-2 (Highway Commercial) and R-20 (Single-Family Residential) East: C-2 (Highway Commercial) West: R-20 (Single-Family Residential) and I-2 (Industrial Park District)
Evaluation:	<p>This request is to rezone two parcels of property described above from C-2 (Highway Commercial) and I-2 (Industrial Park District). The applicant's stated purpose is an "Interstate Travel Facility". Proposed development may include convenience store; restrooms; showers; laundry facilities; auto gasoline and diesel sales; propane sales; parking for general auto, RVs and trucks; fast food restaurant with drive-thru; air, water and sewer connect for RVs; dog run; trash compactor; and scale, tire checks, tire shop and light repair facility for trucks.</p> <p>The purpose of the S-1 District is to provide a transition between commercial and industrial districts by allowing: 1) commercial uses which are service related; 2) service-related commercial uses which sell merchandise related directly to the service performed; 3) commercial uses which sell merchandise which requires storage in warehouses or outdoor areas; and 4) light industries which in their normal operations would have a minimal effect on adjoining properties.</p>

Residential, agriculture and vacant uses are currently adjacent to the subject parcels with industrial uses close by. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as Commercial and Industrial.

Public Outreach:

Staff hereby certifies that the required public notification actions have been completed, as follows:

- January 23: Rezoning notification signs posted on subject property;
- January 23: Rezoning notification postcards sent to 79 property owners within 2,000' of the subject property;
- January 25: Planning Commission public hearing advertisement published in the *Independent-Mail*.

Public Feedback:

To date, staff has received six phone calls requesting more information or speaking in opposition to the request.

Staff Recommendation:

Based on the purpose of the requested S-1, Service District, as well as, the current zoning and land uses of parcels on either side of the Interstate interchange, and future land use map, staff elects to recommend approval of the rezoning request.

Planning Commission
Recommendation:

The Anderson County Planning Commission met on February 11, 2020 and after a duly noted public hearing recommended **denial** of a request to rezone from C-2 and I-2 to S-1. The vote was **5** in favor, **1** opposed, and **1** absent.



Rezoning Request Recommendation

2/11/2020
Date of Planning Commission Meeting

Denial
Recommendation (Approval or Denial)

Project Information

Name of Applicant: Love's Travel Stops + Country Store

Property Location: Hwy 178 near Exit 21 off I-85

County Council District: 4 School District: 4

Total Acreage: +/- 48.67 Current Land Use: agricultural

Current Zoning: C-2 + I-2 Requested Zoning: S-1 (Services)

Purpose of Rezoning: interstate travel facility

Recommendation

Recommendation Rendered: _____

Reason(s) for Denial, if applicable:

- | | |
|---|--|
| <input type="checkbox"/> Compatibility with Future Land Use Map | <input type="checkbox"/> Availability of Infrastructure Support |
| <input type="checkbox"/> Compatibility with Traffic Levels | <input type="checkbox"/> Compatibility with Surrounding Properties |
| <input type="checkbox"/> Compatibility with Density Levels | <input type="checkbox"/> Use and Value of Surrounding Properties |
| <input type="checkbox"/> Other (please elaborate) : _____ | |

Explanation of Reasons: _____

Planning Commission Presiding Chairman: _____

Signature: Joe R. Jones Date: _____

Page 1 of 1

For Office Use Only:

Scheduled Commission Public Hearing Date: 2/11/2020 Planning Commission Recommendation: denial

Scheduled Council Public Hearing Date: _____ County Council Decision: _____



Rezoning Application

Anderson County Planning & Community Development

01-09-2019

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: Love's Travel Stops & Country Store, Inc. attn: - Rick Shuffield VP Real Estate & Dev.
Mailing Address: 10601 North Pennsylvania Avenue, Oklahoma City, OK 73120
Telephone: 405.749.1744
Email: Rick.Shuffield@loves.com

Owner's Information (If Different from Applicant)

Owner Name: Coleman Property
Mailing Address: 4610 Liberty Highway Anderson, SC
Telephone:
Email:

Designation of Agent: (Complete only if owner is not the applicant)

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning: please see attached owner's authorization from the Purchase Agreement authorizing this Rezoning of these parcels.

Owner's Signature

Date

Project Information

Property Location: US Highway 85 Exit 21 @ SC Highway 178 Anderson County, South Carolina
Parcel Number(s)/TMS: #092-00-06-015 & 092-00-06-016
County Council District: 4 School District: 4
Total Acreage: 48.67± Current Land Use: Agricultural
Requested Zoning: S1 Services District Current Zoning: C2 8.18ac. & I2 40.5ac.

Purpose of Rezoning: to provide a transition between commercial and industrial districts by allowing placement of commercial services, uses and sales for this parcel that C2 and I2 do not provide, i.e. Truck Terminal, Tire Shop, Commercial Fueling and Parking, Commercial Gas sales, Drive In business, etc.
401 East River Street/Post Office Box 8002 * Anderson, South Carolina 29622
Phone: 864.260.4720 * Email: planning@andersoncountysc.org

Are there any Private Covenants or Deed Restrictions on the

☒ Yes

☐ No

Property? If you indicated no, your signature is required.

Applicant's Signature

Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application, pursuant to State Law (Section 6-29-1145: July 1, 2007), determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Additional Information or Comments: Anderson County Temporary and Permanent Easement B13468-P255 dated 07/19/2018, Duke Power Easement B7-P97 dated 03/05/1946, Duke Power Easement B7-P102 dated 12/28/19, Easements-ROW-Boundary Lines B74-P47 dated 06/70/1970, Lease with a Mr. Daniel Cathy dated 06/01/2012.

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (PD, IZOD, PC), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 70 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Community Development office.

Rick Shuffert VP

Applicant's Signature

1-9-20

Date

* A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. *

For Office Use Only:

Application Received By: _____

Complete Submission Date: _____

Commission Public Hearing: _____

Council Public Hearing: _____



ANDERSON COUNTY REZONING APPLICATION NARRATIVE

Please provide a narrative below, describing the proposed use of the property including, but not limited to:

1. General description of proposed use;
2. Provisions for water and sewer;
3. Plans for protection of abutting properties, if applicable;
4. Any additional information deemed reasonable for review.

1. Proposed use of these parcels is to be an Interstate Travel Facility. This includes construction of a large convenience store with fast food restaurants, rest rooms, showers, laundry facilities, with Auto Gasoline & Diesel Fuel sales under a lighted Auto Canopy, Propane Sales, general automobile parking including accessible parking spaces and dedicated aisles, RV parking, Drive Thru lane for fast food sales, Air Water and RV sewer connect, Dog Run fenced area, fenced Trash compactor with yard service building. Also, there is Commercial Truck diesel sales under a lighted truck canopy, with TPMS 'Fast Lane' for tire checks, Truck Scale for weighing, then a Tire Shop with tire repair/replacement and oil change facility with light mechanical repairs, truck parking to include overnight parking, Underground Storage Tanks for all fuel types, new and used oils, with Interstate Sign and street front signage to attract customers into their facility.

2. Water - There is an 8" water line evidenced by red fire hydrants running along the parcel frontage of Hwy 178 belonging to Sandy Springs Water Company that will provide the site with water.

Sewer - There is an 8" sewer line that belongs to the City of Anderson that will provide sewer service at the northern end of the site, on-site, as evidenced by City of Anderson Temporary and Permanent Easement document.

3. Buffers and landscaping are to be provided in accordance with Anderson Code of Ordinances and development regulations. We are also planning to construct a stormwater management area onsite to safely detain and discharge storm water in order to comply with local flood ordinances.

4. This is almost a 50 acres total site where at this time we propose to develop less than 20 acres of improvements at this time. There is no future plans at this time to develop the remaining land; however, the stormwater system will be designed to accommodate future buildout of the overall property. SCDOT has requested a Traffic Analysis to analyze the access and roadway conditions. This study is not yet complete at this juncture but will be provided when ready.

We welcome your questions and appreciate your feedback thru this rezoning process.

EXHIBIT C

Owner's Authorization

The undersigned, on behalf of COLEMAN FAMILY PROPERTIES, LLC, an South Carolina limited liability company (the "Owner"), does hereby certify that Owner is the owner of record of that certain real property further described on Exhibit A attached hereto, as evidenced in the deed attached hereto as Exhibit B or other such proof of ownership as may be required. Owner hereby authorizes and appoints Rick Shuffield with Love's Travel Stops & Country Stores, Inc. to act on behalf of Owner solely with respect to applying to the Agencies listed below, as may be necessary, for applications related to development permits or other actions pursuant to:

<input type="checkbox"/> Rezoning/Modification	<input type="checkbox"/> Stormwater Management Permit
<input type="checkbox"/> Zoning Exception	<input type="checkbox"/> Access Management
<input type="checkbox"/> Appeals, if necessary	<input type="checkbox"/> Water and Sewer Approvals
<input type="checkbox"/> Concurrency	<input type="checkbox"/> Wetland Permits
<input type="checkbox"/> Construction Permits	<input type="checkbox"/> Other permits, as may be required

The authorization granted herein shall last for a period of [] following the date of acknowledgement below, after which such authorization shall terminate without any further action by either party.

COLEMAN FAMILY PROPERTIES, LLC
A South Carolina limited liability company

By: James W. Sharpe, Jr.
Name: James W. Sharpe, Jr.
Title: Manager

STATE OF SOUTH CAROLINA

COUNTY OF BEHLAND

Sworn to and subscribed before me this 8th day of November, 2019 by James W. Sharpe, Jr. as Manager of COLEMAN FAMILY PROPERTIES, LLC.

John L. Lutz
Notary Public

Commission Number N/A

My commission expires: April 4, 2024

AGENCIES:

[]

[EXHIBITS TO BE ATTACHED; FORM OF ACKNOWLEDGMENT
TO BE CONFORMED TO LOCAL LAW REQUIREMENTS]

STATE OF SOUTH CAROLINA

TEMPORARY AND PERMANENT
EASEMENT

COUNTY OF ANDERSON

Property Address: 40.49 Acres, Welpine Road, Pendleton, South Carolina 29670
 TMS: 092-00-06-015
 Deed Reference: Deed Book 11000 at Page 8

KNOW ALL MEN BY THESE PRESENTS, this Grant of Easement is made effective this 10th day of ~~June~~^{July}, 2018 by and between Coleman Family Properties, LLC (hereinafter "Grantor"), and Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (hereinafter "Grantee").

WHEREAS, Grantor is the owner of certain real property situated in the County of Anderson, South Carolina as is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter Coleman Family Properties, LLC Property);

WHEREAS, Grantee has requested from Grantor and its heirs and assigns a temporary construction easement and a permanent right-of-way and easement over a portion of the Coleman Family Properties, LLC Property for the operation, maintenance, repair and installation of sewer lines and other improvements to be located on the Coleman Family Properties, LLC Property; and

WHEREAS, Grantor wishes to voluntarily grant Grantee both a 50' Temporary Construction Easement and a 25' Permanent Easement right-of-way and easement to access a portion of the Coleman Family Properties, LLC Property that are shown on a drawing dated September 11, 2017 prepared by GMC, an engineering firm, which is attached hereto as Exhibit B and incorporated herein by reference. The 25' Permanent Easement is more particularly described on Exhibit C attached hereto and incorporated herein and referred to herein as 50' Temporary Easement and/or 25' Permanent Easement subject to the terms and conditions contained in this Agreement and access to the real property thereafter to maintain the Temporary and Permanent Easement;

NOW THEREFORE, for an in consideration of the sum of Five and 00/100 (\$5.00 See Affidavit) Dollars, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated and made a part of this Agreement.
2. Grant of Temporary Construction Easement. Grantor does hereby grant, bargain, sell, convey and warrant unto Grantee, its successors and assigns, a 50' Temporary Easement as is more particularly described on shown on a drawing dated September 11, 2017 prepared by GMC, an engineering firm, which is attached hereto as Exhibit B and incorporated herein by reference for the purpose of laying, constructing, maintaining, operating, repairing, altering, relocating, and replacing, sewer lines and the necessary appurtenances therein upon a route located within the 50'

Temporary Right-of-Way and Easement. The specific locations of the 50' Temporary Easement are shown on a drawing dated September 11, 2017 prepared by GMC, an engineering firm, which is attached hereto as Exhibit B and incorporated herein by reference.

3. Grant of Permanent Easement. Grantor does hereby grant, bargain, sell, convey and warrant unto Grantee, its successors and assigns, a 25' Permanent Easement as is more particularly described on Exhibit C attached hereto and incorporated herein for the purpose of laying, constructing, maintaining, operating, repairing, relocating, altering, and replacing, sewer lines and the necessary appurtenances therein located within the 25' Permanent Easement. The specific locations of the 25' Permanent Easement are shown on a drawing dated September 11, 2017 prepared by GMC, an engineering firm, which is attached hereto as Exhibit B and incorporated herein by reference. The route to be followed by the sewer pipeline(s) is generally shown upon the drawing dated September 11, 2017, prepared by GMC, an engineering firm, as shown on Exhibit B.

4. Rights and Obligations under the Easement. Grantor, its successors and assigns, shall have the right to use the lands within the 25' Permanent Easement area for any purpose not inconsistent with Grantee's operation, maintenances, inspection, repair and replacement of the Property and appurtenances, but Grantor, its successors and assigns, shall not erect within the 25' Permanent Easement area any permanent or temporary building or permanent or temporary structure, which will interfere with Grantee's access to the 25' Permanent Easement. Grantor, its successors and assigns, shall not plant trees in the 25' Permanent Easement area. The Grantee, its agents, servants, employees, and contractors shall have the right to access said Property and appurtenances at any point along the 25' Permanent Easement area or by any route which appears to them to do the least damage to the contemporaneous use of Grantor's Property, to inspect, repair and replace the sewer lines and appurtenances. This right-of-way and utility easement conveys to Grantee, its successors and assigns, the right and privilege of entry in the Coleman Family Properties, LLC Property and to construct, maintain, operate pipelines, manholes, and any other appurtenances deemed by Grantee to be necessary for the purpose of conveying wastewater, and to make such relocations, changes, renewals, substitutions, replacements, and additions of or to the same from time to time as Grantee may deem desirable; the right of all time to cut away and keep clean of the sewer pipelines any and all vegetation that might, in the sole opinion of Grantee, endanger or injure the sewer pipeline or their appurtenances, or interfere with their proper operation or maintenance; the right of access to and from said right of way and utility easement for the purpose of exercising the rights herein granted, provided that the failure of Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time to exercise any or all of those rights.

No building shall be erected within the 25' Permanent Easement nor in such proximity to as to impose and load thereon. In the event a building or other structure should be erected contiguous to the 25' Permanent Easement, no claim for damage shall be made by Grantor, its heirs, successors and assigns, on account of any damages that may occur to such structure, building or the contents thereof due to the operation, maintenance, or negligence of operation and maintenance, of said sewer pipelines or their appurtenances, or any accident or mishap that might occur therein or

thereto. Grantor may plant crops and maintain fences within the 25' Permanent Easement and may construct streets or roads across, but not lengthwise, of the 25' Permanent Easement provided that such plants, fencing and/or streets or roads or any other use of the land within the 25' Permanent Easement shall not, in the sole opinion of the Grantee, interfere or conflict with the use of the 25' Permanent Easement by the Grantee.

During initial construction and installation of the sewer lines and appurtenances and until it shall have been inspected, put in operation and accepted as completed, the Grantee shall have access to and use of the Temporary Easement area for all purposes related to construction and installation of the sewer lines and appurtenances, and to enable Grantee to alter the topography of the Coleman Family Properties, LLC Property by grading or terracing the existing slope to accommodate the sewer lines and appurtenances. Upon completion of construction, inspection, placing into operation and acceptance of said bridge, the Grantee shall relinquish to Grantor its rights under the Temporary Easement.

5. Legal Effects. The Temporary Easement and Permanent Easement shall run with the Coleman Family Properties, LLC Property and shall bind Grantor, Grantee and their respective successors and assigns, and every other person or entity now or hereafter acquiring an interest in or lien upon any of the referenced properties, or any time, merge by operation of law into any owner's title or interest in any parcel, but that all easements granted herein shall remain separate and distinct right and estate in land. It is further expressly provided that the acquisition hereafter by any other party (including, without limitation, a present or further mortgagee of any parcel or any portion thereof) of any ownership interest (in fee simple, leasehold or otherwise) shall not operate, by merger or otherwise, to extinguish, diminish, impair or otherwise affect any easement granted herein, which easement shall remain separate and distinct estates in land.

6. Successors in Interest. All provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective heirs, successors and tenants of any part of this Agreement.

7. Severability. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid provision thereof, had not been a part hereof. The parties agree that this Agreement shall be enforced to the fullest extent permitted by law.

8. Entire Agreement; Amendment. This Agreement is the sole and entire agreement and understanding of the parties with respect to the matters contemplated herein. This Agreement may be amended only by a written instrument executed by the party then owning the real property subject to this Agreement.

9. Governing Law and Jurisdiction. The performance and enforcement of all matters relating to this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Agreement to constitute the entire executed Agreement.

IN WITNESS WHEREOF, the undersigned as hereto set his hand and seal this 31st day of MAY, 2018.

Signed, Sealed and Delivered in the Presence of:

GRANTOR:
COLEMAN FAMILY PROPERTIES, LLC

Amanda C
Witness #1

Nancy Coleman Hart
By: Nancy Coleman Hart
Its: Member, Manager

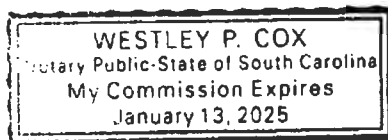
[Signature]
Witness #2/Notary Public

State of South Carolina)
County of Anderson)

I, the undersigned Notary Public for South Carolina, do hereby certify that Nancy Coleman Hart, as Member/Manager of Coleman Family Properties, LLC personally appeared before this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 31st day of MAY, 2018.

[Signature] (SEAL)
Notary Public for GA SC
My Commission Expires: 01/13/2025



IN WITNESS WHEREOF, the undersigned as hereto set his hand and seal this 10th day of July, 2018.

Signed, Sealed and Delivered in the Presence of:

Robert E. Arnold
James White

GRANTEE:
ANDERSON COUNTY

[Signature]
By: Rusty Burns
Its: Administrator

State of South Carolina)
County of Anderson)

I, the undersigned Notary Public for South Carolina, do hereby certify that Rusty Burns, as Administrator of Anderson County, South Carolina, personally appeared before this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 10th day of July, 2018.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 9/8/27



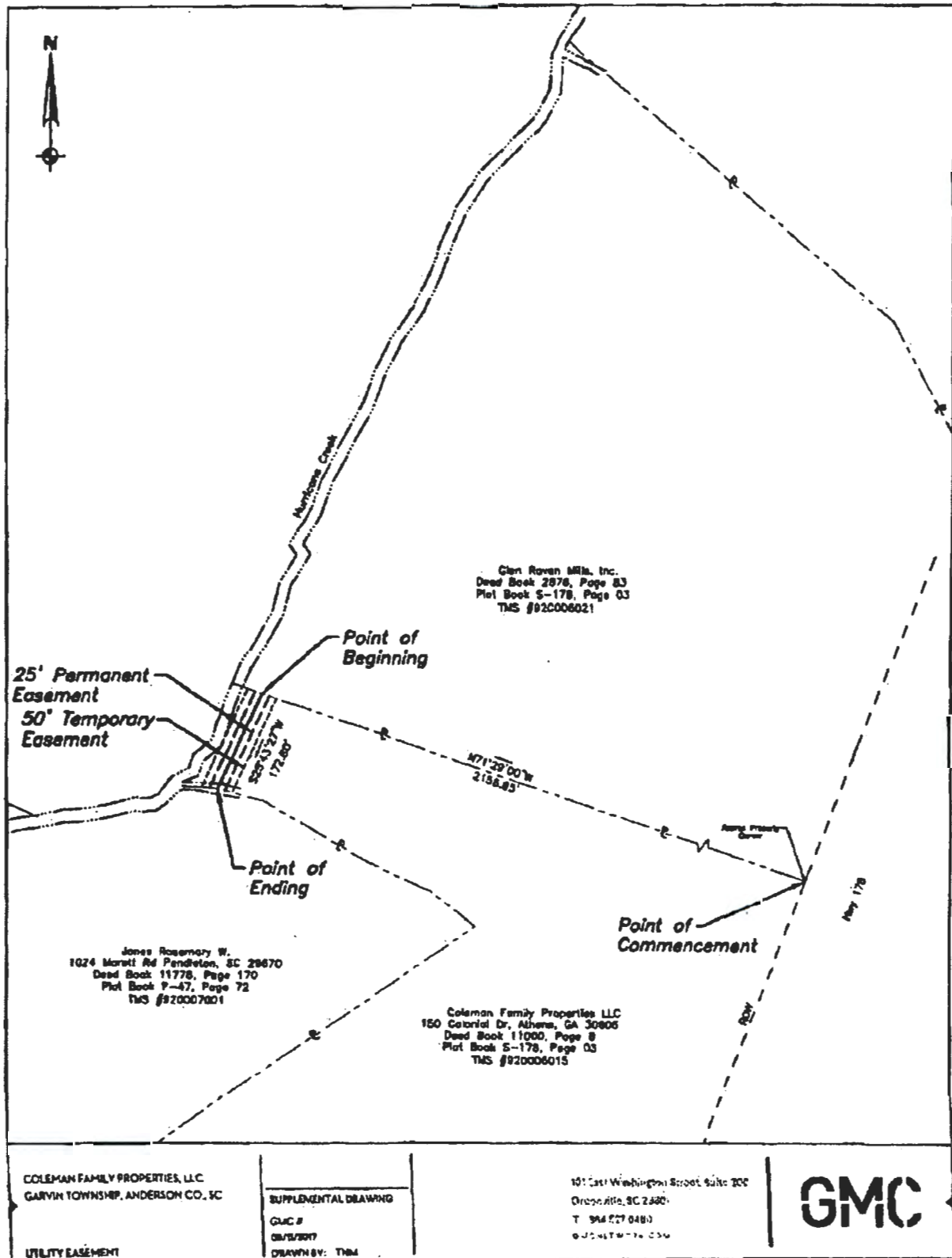
EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying in Garvin Township, Anderson County, South Carolina, being shown and designated as Tract Number 2 on a plat by Farmer & Simpson Engineers, dated December 14, 1990, which plat is recorded in the Register of Deeds Office for Anderson County, South Carolina in Plat Slide 178 at page 3 and according to said plat containing 40.49 acres, more or less, and having the following metes and bounds, courses and distances: BEGINNING at an iron pin corner on the westerly side of U. S. Highway 178 which corner is common with other property now or formerly of Annie McMurtrey Coleman and running thence N 51-51 W 561.1 feet to an iron pin corner; thence S 17-10 W 793.3 feet to a corner common with property now or formerly of Ramseur Oil Company; thence N 77-59 W 74.5 feet to an angle; thence N 78-03 W 395.7 feet to an angle said boundary being common with property now or formerly of Howard Smith; thence continuing along said property line N 58-16 W 1119.0 feet to an iron pin corner common with property now or formerly of Welborn; thence along said property line N 50-41 E 713.9 feet to a corner designated as Point A on said plat which corner is the centerline of a branch said boundary being the centerline of said branch from Point A to Point B as shown on said plat; the offset lines of which are as follows: N 68-59 W 10.4 feet to an angle; thence N 53-14 W 94.0 feet to an angle; thence N 60-25 W 234.0 feet to an angle; thence S 27-37 W 11.1 feet to an angle; thence N 55-27 W 89.3 feet to an angle; thence N 81-47 W 73.0 feet to an angle; thence N 88-20 W 81.8 feet to Point B which is the centerline of said branch and Hurricane Creek the property line from Point B to Point C as shown on said plat being the centerline of Hurricane Creek, the offset lines for which are N 37-14 E 101.1 feet to an angle; thence N 20-16 W 39.8 feet to an angle; thence N 53-05 E 44.7 feet to an angle; thence N 23-50 E 6.0 feet to Point C which is common with Tract 1 as shown on said plat; thence along the boundary line with Tract 1 S 75-42 E 2210.6 feet to a corner on the westerly side of U. S. Highway 178 and thence along the westerly side of said Highway S 17-02 W 825.8 feet to the BEGINNING CORNER.

For a more accurate and complete description as to the metes and bounds, courses and distances, reference is invited to said plat being incorporated herein.

This is the same property conveyed to Coleman Family Properties, LLC by deed of C. Dean Coleman, et al recorded June 27, 2013 in Deed Book 11000 at page 8, records of Anderson County, SC.

TMS 092-00-06-015



**Proposed Sanitary Sewer Easement
Coleman Family Properties LLC
TMS No. 092-00-06-015
Deed Book 1100, Page 8
Plat Book S-178, Page 03**

A twenty five foot wide Easement with the centerline being described as follows:
Commence at the northeast property corner, said point also described as being on the
westerly Right-of-Way of Highway 178; thence run N71°29'00"W, 2156.85 feet, more or
less, to a point, said point located on the north property line and further described as the
Point of Beginning. Thence run S25°43'27"W, 172.80 feet, more or less, to a point, said
point further described as the centerline of a small stream and approximately the south
property line of the Dean C. Coleman property, and also the Point of Ending.

Said twenty-five (25) foot Easement lying 12.5 feet on either side of the above described
centerline.

Together with a fifty (50) foot Temporary Construction Easement lying on either side of
the above-described Easement.

Said Easement lying and being situated in Garvin Township, Anderson County, South
Carolina, and contains 4,320 S.F. (0.099 Acres) more or less.



Rezoning Request
4610 Liberty Highway
C-2/I-2 to S-1

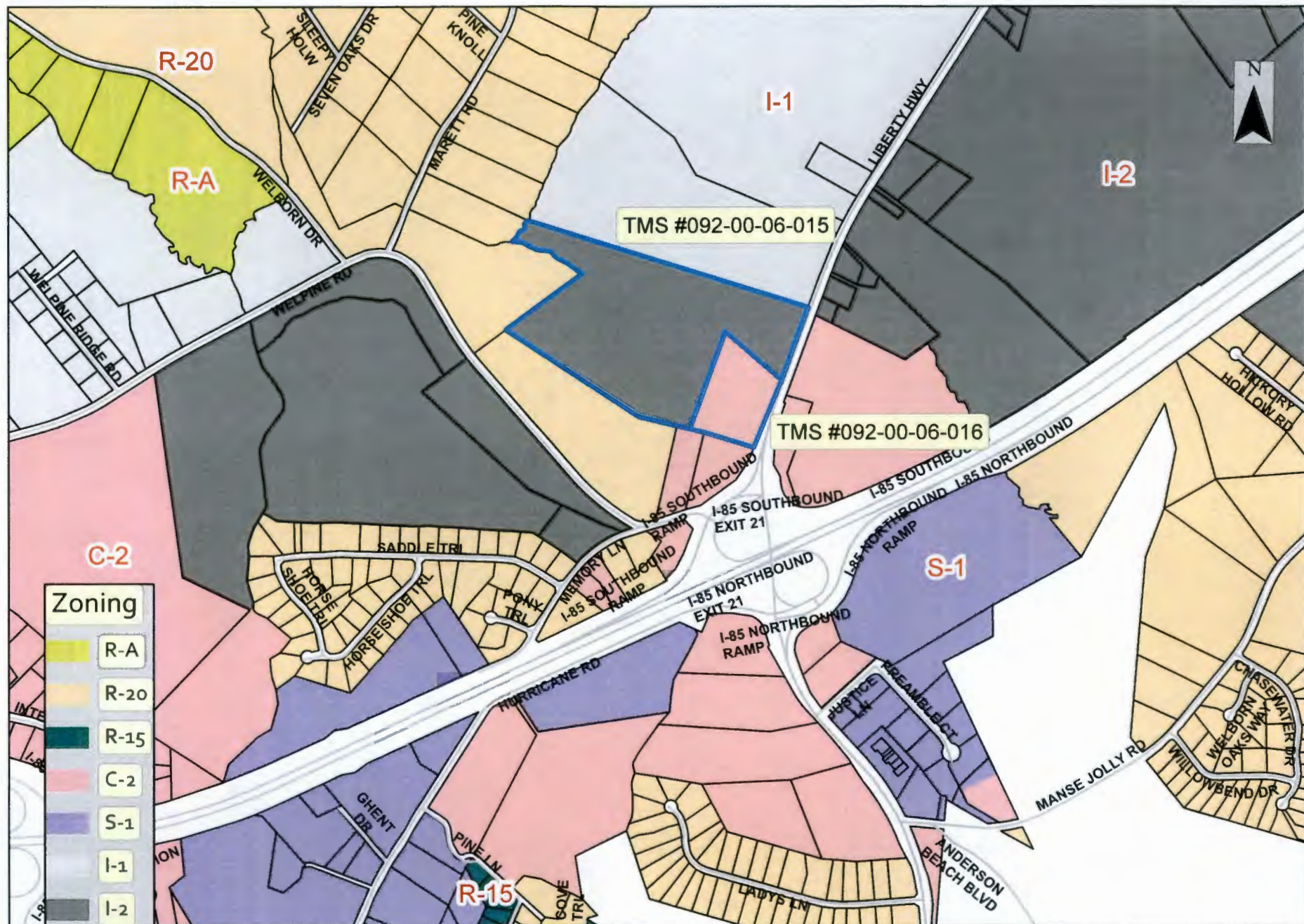
0 1,000 2,000 4,000 Feet



Aerial Photography

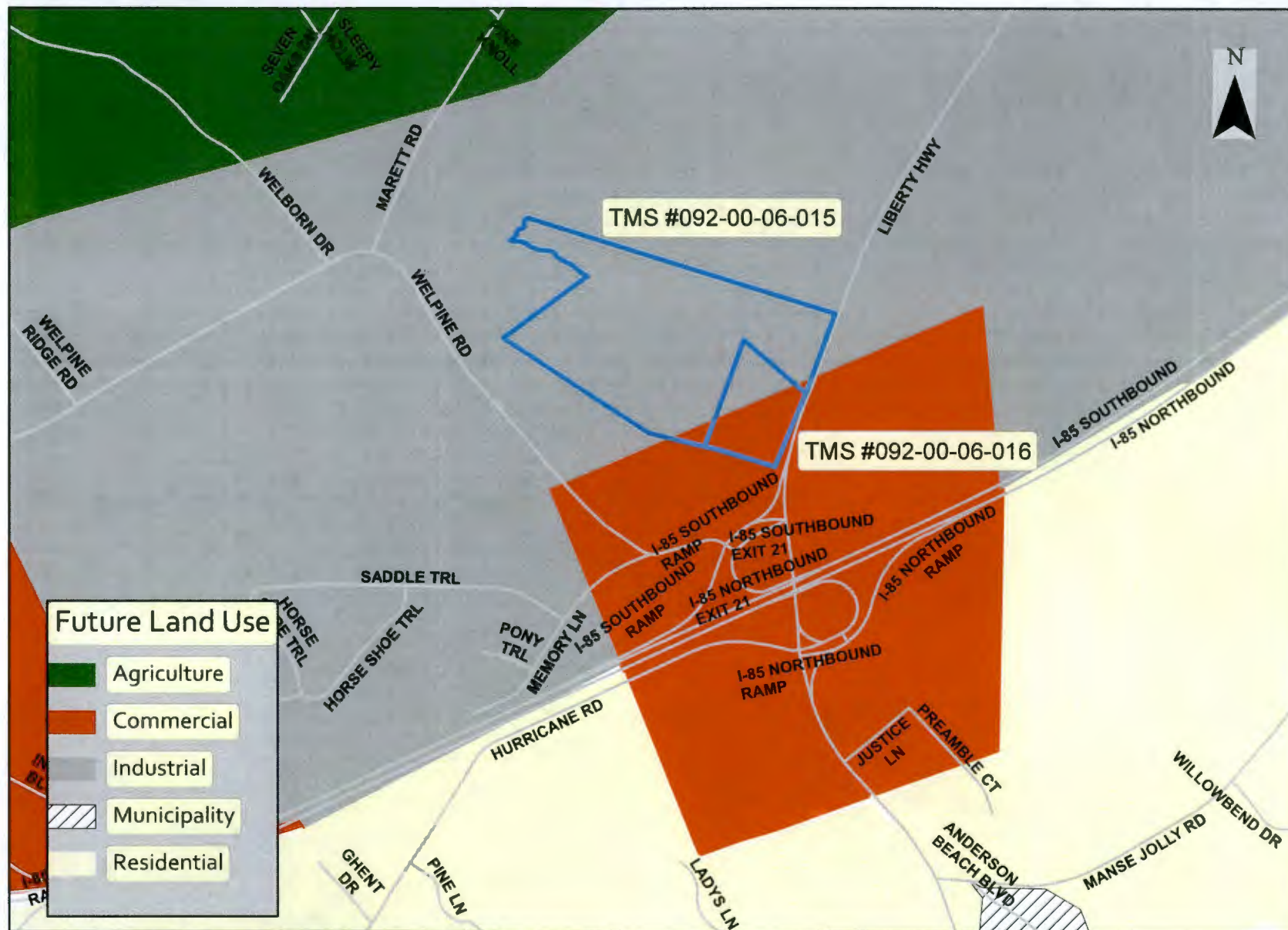
**Rezoning Request
4610 Liberty Highway
C-2/I-2 to S-1**

0 500 1,000 2,000 Feet



Rezoning Request
4610 Liberty Highway
C-2/I-2 to S-1

0 1,000 2,000 4,000 Feet



Rezoning Request **4610 Liberty Highway** **C-2/I-2 to S-1**

0 1,000 2,000 4,000 Feet



1/23/20

1/23/20



RES FOR DEVELOPMENT

urpe
Group

866.665.4420
@theshurpegroup.net

RS WILL COME

WHERRY SHARPE

REZONING PUBLIC
HEARING NOTICE

861-260-4720

1/23/20



1/23/20

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.

TITLE ONLY

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

ORDINANCE NO. 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.

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, apparatus, 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 joint-county 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

construction of the 2020 Project in the County; and

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.

Section 12. 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.

Section 14. 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

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.

“*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

SECTION 2.01. Representations and Warranties by County. 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.

(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.

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(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 lease, 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-in-lieu 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. Further, 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

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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

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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) 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 mills, 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

SECTION 9.01. Transfers of Interest in Agreement and Economic Development Property; Financing Arrangements. 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

SECTION 11.01. Events of Default by Company. 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.

SECTION 11.03. 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.

SECTION 12.02. 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.

SECTION 12.03. Notices; Demands; Requests. 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.

SECTION 12.06. 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.

SECTION 12.08. Multiple Counterparts. 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:

Lacey Croegaert
Anderson County Clerk to Council

COMPANY A

BY: _____

ITS: _____

COMPANY B

BY: _____

ITS: _____

COMPANY C

BY: _____

ITS: _____

EXHIBIT "A"

LAND DESCRIPTION

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

**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, will 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.

Section 2.02. 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.

(b) 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) The 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

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 no-litigation 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 shall 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.

SECTION 6.05. Notices. 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 the Company:

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.

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

SECTION 6.07. 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.

SECTION 6.08. 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.

SECTION 6.10. 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.

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. Capitalized Terms.

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity: Company C

By: _____

Its: _____

AND THE COMPANY has requested and agreed to the addition of Company C to the Fee Agreement as a Sponsor Affiliate.

Date

Name of Entity: Company A

By: _____

Its: _____

[Debbie: Repeat for Company B]

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.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Its: _____

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 17th day of March 2020.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

Craig Wooten
District One

Gracie S. Floyd
District Two

Ray Graham
District Three

Brett Sanders
District Four

Jimmy Davis
District Six

ATTEST:

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey Croegaert
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.

4. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 17th day of March, 2020, in meeting duly assembled.

FOR ANDERSON COUNTY:

Tommy Dunn
District Five

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Lacey Croegaert
Clerk to Council

Lacey A. Croegaert

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

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

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

Project Title: Re-Entry Navigator

Grant Number: 19F295A1

Contact: <insert contact>
864.231.7626

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
jkelly@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

Re-Entry Navigator Grant

Part I - Statement of Work

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:
- 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.
 - 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

- 5.1 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:
- Re-Entry Navigator Grant – Quarterly Programmatic Report (Attachment C)
 - Project Outcomes – see Re-Entry Navigator Report Matrix (Attachment D)
 - 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.*
- 6.4 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)

- 6.5 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.

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

PUBLIC WORKS DIVISION

O: 864-716-3620 | F: 864-964-6745
1428 Pearman Dairy Road
Anderson, South Carolina 29625



Anderson County Central Services Division
Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll *REC*

Date: 03/11/2020

Re: Bid #20-041

Anderson County received bids on the re-roofing of three County buildings: the Sheriff's Office, Clyde Stone Building and the DSS building. We had 25 contractors to request the bid package, 13 contractors attended the mandatory pre-bid meeting, and 7 contractors submitted bids. Staff recommends award to Turn-Key Roofing of Anderson. The total price for all three buildings is \$138,750.00. This project will be paid from the Capital Projects Fund approved in this year's budget. The project will take 45 days to complete.

Anderson County Purchasing Department Bid Tabulation

BID# 20-041 RE-ROOF OF COUNTY BUILDINGS

	Vendor	Bid Bond	
1	GILSTRAP	YES	\$220,374.00
2			\$58,178.00
3			\$93,212.00
4			\$68,984.00
5	TURN KEY ROOFING	YES	\$138,750.00
6			\$38,505.00
7			\$58,905.00
8			\$41,340.00
9	ALLCON	YES	\$225,825.00
10			\$37,338.00
11			\$58,719.00
12			\$129,768.00
13	WAYNCO	YES	\$140,093.00
14			\$37,475.00

	Vendor	Bid Bond	
15			\$53,568.00
16			\$49,050.00
17	IES ROOFING	YES	\$163,922.15
18			\$46,143.93
19			\$67,978.22
20			\$49,800.00
21	LLOYD ROOFING	YES	\$178,000.00
22			\$84,000.00
23			\$56,000.00
24			\$51,000.00
25	THE ROOFING COMPANY	NO	\$168,075.00
26	ABC SUPPLY		NO RESPONSE
27	PICKENS ROOFING		NO RESPONSE
28	KEVIN NUNNERY		NO RESPONSE

Anderson County Purchasing Department Bid Tabulation

BID# 20-041 RE-ROOF OF COUNTY BUILDINGS

	Vendor	Bid Bond
1	WNC ROOFING	NO RESPONSE
2	GLENN CONSTRUCTORS	NO RESPONSE
3	BLU GROUP	NO RESPONSE
4	PIPER ROOFING	NO RESPONSE
5	MID-ATLANTIC ROOFING	NO RESPONSE
6	BEACON	NO RESPONSE
7	STATES COMMERCIAL ROOFING	NO RESPONSE
8	ROOF RESCUE	NO RESPONSE
9	MOATS	NO RESPONSE
10	TRULINE	NO RESPONSE
11	GUY ROOFING	NO RESPONSE
12	SUMMIT	NO RESPONSE
13	FAMILY ROOFING	NO RESPONSE
14	CRESCENT CONSTRUCTION	NO RESPONSE

Vendor		Bid Bond
15	D M ROOFING	NO RESPONSE
16		
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AWARD TO:		Turn-Key Roofing

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624					
REQUEST FOR SOLICITATIONS, OFFER AND AWARD					
*****Solicitation Information*****					
1. SOLICITATION: # 20-041			Brief Description:		
2. ISSUE DATE: February 7, 2020			Re-Roof of three (3) Anderson County Buildings (SEE SCOPE OF WORK & SPECIFICATIONS)		
3. FOR INFORMATION CONTACT: rcarroll@andersoncountysc.org					
5. SUBMIT BID TO: Anderson County Purchasing Department 101 South Main Street, Room 115 Anderson, S.C. 29624 Attn: Bid # 20-041			A mandatory pre-bid meeting will be held on Tuesday, February 18 th at 2:30 P.M. Interested parties should meet at the front entrance of the Sheriff's Office located at 305 Camson Road, Anderson, S.C.		
6. Submission Deadline: Date: Thursday, February 27, 2020			Time: 11:15 A.M.		
7. Submit Sealed Bid					
8. Firm Offer Period: Bids submitted shall remain firm for a period of Sixty calendar days from date specified in block 6.					
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>><<<<<<<<<<<<<<<<<<<<					
9. BUSINESS CLASSIFICATION		(Check Appropriate Box)		<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise	
10. Additional Information: In compliance with above, the undersigned agrees, if this proposal is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.					
11. Bidder's name and address (Type or print): Turn Key Roofing Leah Winton 432 Sayre St Anderson SC 29624			12. Name & Title of Person Authorized to sign the Bid. (Type or Print): Tanny Gould Commercial Sales		
e-mail : Leah@turnkeyroofing.net Telephone # 864 241 8133 Fax # 864 0120 Federal Identification #: [redacted] 888 779 4710			13. Bidder's Signature & Date [Signature] 02/27/2020		
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>><<<<<<<<<<<<<<<<<<<<					
AWARD (To be completed by Anderson County)					
14. Total amount of award:		15. Successful Bidder:			
16. Contracting Officer or Authorized Representative: Robert E. Carroll		17. Signature:		18. Award date:	

SECTION III

Bid Form

Name of Party submitting the Bid: Turn Key Roofing

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: Re-Roof of three (3) Anderson County Buildings

Bid No.: 20-041

ITEM	Qty.	UNIT	TOTAL
Re-Roof for all Three (3) County Buildings	1	L/S	\$ 138,750
Alternate Bid: If award is made only for one or two buildings based on available funding, list each bid cost below.			
Re-Roof of the Anderson County Sheriff's Office	1	L/S	\$ 38,505
Re-Roof of the Anderson County DSS Office	1	L/S	\$ 58,905
Re-Roof of the Clyde Stone Building	1	L/S	\$ 41,340

* The County intends to make one award to the Vendor with the lowest total bid for all three buildings. If this total exceeds available funding, then the County reserves the right to make no award, or an award on either one or two buildings to the lowest responsive and responsible Vendor.

* 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



**ANDERSON
COUNTY**
SOUTH CAROLINA

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

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.

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

1. Call to Order:

Chairman, M. Cindy Wilson

2. Invocation and Pledge:

Mr. Jimmy Davis

3. Approval of Minutes for February 19, 2020:

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

Mr. Derrick Singleton

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

On February 10, 2020 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. M. Cindy Wilson, County Council District 7, Mr. Greg Smith, Solid Waste Director, and Mr. Alan Sims, City of Belton 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.

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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 Paws Animal Shelter has requested a Medical Grade Refrigerator for \$40,000. The shelter can possibly use the funding they have on hand 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 Parker 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.

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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.

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

There being no further business, the Planning and Public Works Committee meeting was adjourned at 3:15pm.

_____, Chair

_____ Date



MEMORANDUM

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
rburns@andersoncountysc.org



Anderson County Planning Commission

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,

A handwritten signature in dark ink, appearing to read "D. Cothran", with a long horizontal flourish extending to the right.

David Cothran, Chairman
Anderson County Planning Commission

Planning Department
401 East River Street
Post Office Box 8002
Anderson, South Carolina 29622
864-260-4720 (Telephone)
Planning@andersoncountysc.org (Email)

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

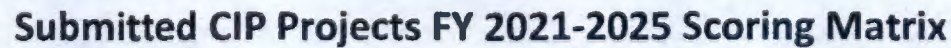
CIP Projects by Department	Score	Goal/ Strategy	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Stormwater Management								
Civic Center Stream Restoration	10	3.1	88,000	205,000	205,000			498,000
Technical Services								
County Network Failover	NYD	NYD	16,000					16,000
Public Safety Radio System Improvement	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					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

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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 25%, but less than 50% 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	Project is not related to other projects already underway in the CIP	Project is linked to other projects in the CIP already underway, but not essential to their completion	Project is essential to the success of other projects identified in the CIP already underway
Public health and safety	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
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	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
PAWS	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
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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
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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
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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
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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					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
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Wastewater

Pump Stations Rehab	410,000	350,000	500,000	500,000	250,000	2,010,000
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Public Safety Committee

Committee Members:

The Honorable Ray Graham, Chairman

The Honorable Craig Wooten

The Honorable Jimmy Davis

Monday, March 16, 2020 at 8:00 a.m.

**Historic Courthouse-2nd Floor
Conference Room**

1. Call to Order:

Honorable Ray Graham

2. Invocation and Pledge of Allegiance:

Honorable Jimmy Davis

3. Approval of Public Safety Minutes:

- a. December 16, 2019
- b. January 24, 2020
- c. February 12, 2020

4. EMS rate increase:

Mr. Steve Kelly

5. Radio approval for West Pelzer:

Mr. Mark Williamson

6. Discussion concerning radios:

Mr. Mark Williamson

7. Citizen Comments:

8. Adjournment:

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

ANDERSON COUNTY
SOUTH CAROLINA

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
PUBLIC SAFETY MEETING
DECEMBER 16, 2019

IN ATTENDANCE:
RAY GRAHAM, CHAIRMAN
TOMMY DUNN (sitting in for Craig Wooten)
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 RAY GRAHAM: ... meeting to order.
2 This is in reference to our Public Safety Committee
3 Meeting for Monday, December 16, 2019 at 12:00 p.m.
4 At this time we'll call the meeting to order. I'm
5 going to ask Honorable Council Member Jimmy Davis if
6 he'll lead us in the invocation and pledge of
7 allegiance.

8 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS**

9 TOMMY DUNN: Mr. Chairman, if we
10 may, just for the record, Craig Wooten is out of town
11 and couldn't make it today. I'll be filling in for
12 him. Appreciate it.

13 RAY GRAHAM: Thank you, Chairman
14 Dunn.

15 At this time I'm going to ask EMS Director Steve
16 Kelly if you'll step up to the mic. This meeting is
17 basically in reference to an appeal matter through
18 Medshore. Steve, if you don't mind, if you'll just
19 come up and just kind of brief council on where we are
20 and what you've done as far as levying the fine. And
21 then I'm going to, naturally, give them an opportunity
22 to speak, as well.

23 STEVE KELLY: (Inaudible)

24 RAY GRAHAM: Basically just where
25 we're at as far as today as far as what the fine is
26 and, you know, why was the fine put in place.

27 STEVE KELLY: Okay. The providers in
28 Anderson County, we have two different type contracts.
29 Medshore was put under what we refer to as a
30 performance base (inaudible).

31 TOMMY DUNN: Hang on just a minute.
32 Can y'all hear back there? You picking him up, Lacey?
33 Rusty, have him come over to this mic over here, see
34 if it ain't better than that one.

35 Thank you, Steve.

36 STEVE KELLY: Is that better?
37 Anderson County has two types of EMS contracts. The
38 one at Medshore, for the city, what we refer to as
39 Zone 9, is considered a performance-based contract
40 where they're not governed by a certain number of
41 trucks at any given time. They're more of a
42 performance base, which I believe the stipulations on
43 that contract was requirement to answer every 911 call
44 within that zone. Like I said, that was August of
45 2018 when it was signed. At the end of every month, I
46 get a report of the calls that Medshore did not
47 physically transport. I usually sit down with Josh
48 and review those calls.

49 This is not a hard numbers. I'm just using this
50 for an example. If there were twenty calls that I

1 had, I would print those calls out. May exclude some
2 of them because of errors straight off the bat.
3 Whatever I had left over I normally forwarded to Josh
4 Shore in a hard copy form. And then he got with
5 whoever at Medshore. I think normally it was Rob
6 pulled the computer data to further evaluate the calls
7 to see if they were truly missed or if there were any
8 more errors or just see what played into it. So for
9 most of the months that we reviewed those calls, we
10 brought the -- brought a findings back to Public
11 Safety Committee. We normally sat down with Medshore,
12 met, reviewed everything. And I guess at the end of
13 the day, most everyone that we reviewed, they just --
14 we evaluate it for changes that could be made and
15 attempted to make some changes to alleviate it from
16 happening in the future.

17 But since we're, I guess, a good ways into the
18 contract now, the last Public Safety meeting that was
19 had, we discussed levying fines for October. Back and
20 forth with Josh, talking with him, and I think we
21 ended up with four that we were going to fine with.

22 RAY GRAHAM: With these four, I
23 assume y'all have done went through the vent process
24 as far as ensuring that there was no viable reason on
25 why the four calls were missed?

26 STEVE KELLY: If you go by the
27 contract it says that any call that Medshore does not
28 transport in their ambulance is a fineable offense.
29 We were very lenient on the -- applying that. We
30 allowed exception if they responded to anything
31 whatsoever. If they responded to a supervisor;
32 anything that assisted whatsoever in the care of that
33 patient. So it's definitely not something we set out
34 just to hammer them with to make an example or
35 anything like that.

36 RAY GRAHAM: On the four calls that
37 was missed, before you levied the fine, did Mr. Shore
38 give you any information as far as what those four
39 calls were missed for and also I know in the past ---

40 STEVE KELLY: Every one of them ---

41 RAY GRAHAM: --- in my communication
42 with everybody in the loop on the emails, there's
43 normally some type of a plan put in place to basically
44 try to improve. And at the end of the day that's what
45 we try to do each month. Was there anything back on
46 these four calls in particular?

47 STEVE KELLY: Let's see, August,
48 September, October, Josh always responded back with a
49 brief paragraph of each call. And he did the same for
50 October. And then the four that we held accountable

1 on the fines, there were no resources responded
2 whatsoever and an ambulance had to respond from out of
3 the county or elsewhere in the county, into the city.
4 Not from a posting location or anything like that.

5 RAY GRAHAM: Thank you, sir.
6 Does any other council members have any questions
7 for Steve before ... Thank you, Steve.

8 Greg, who is going to speak on y'all's behalf?
9 Are y'all going to do it jointly? By all means,
10 whoever you need just come on up and let's -- I mean
11 because I guess in a sense we're trying to be formal
12 here, but I mean we're all business partners and we're
13 just trying to figure out what's the best route to go.

14 GREG SHORE: Well, I appreciate the
15 committee listening to my appeal request. I know that
16 we met on October the 9th and I think Tommy chaired
17 that sub-committee meeting, and then we met again on
18 October the 17th with you, Ray, talking about the
19 issues.

20 Most of these issues that were discussed were
21 staffing issues that we presented to you that there is
22 a terrible shortage of paramedics and that we had
23 asked to possibly staff the units at a BLS level with
24 ALS QRVs to chase these units until we could help take
25 care of the alleviation of the shortage.

26 And we are seeing improvements on the shortage
27 because we've offered two raises. We gave a six
28 percent raise to our employees in September and we
29 just recently gave them another percentage. I don't
30 want to say the number because I'm not sure. Dick, do
31 you know the number of the current raise that they're
32 getting? Three percent? So a total of nine percent
33 since we first started talking about the paramedic
34 shortage.

35 My concern, and I guess I take it personally
36 because I ended up going to the hospital this weekend
37 over this issue and spent the night in the ER over my
38 blood pressure not being able to get under control.
39 Went through a CT scan, spinal tap and a couple of
40 other things because this really just bothers me. I
41 thought that we had an understanding that until we
42 could fix the staffing issues and the dispatch issues
43 that we would review the calls that we missed, but
44 that we would wait and not fine us until we had all
45 this under control.

46 The six thousand dollar fine is a lot of money to
47 us, but what it's going to affect, when you look at
48 the calls that we run, we average an APC, an average
49 patient charge, of two hundred and fifty-five dollars
50 a call. If you take what we charge our customer and

1 what our net result collection is, and we said that,
2 you know, two hundred and fifty-five dollars is what
3 we collect. Of a seven hundred dollar ambulance bill,
4 a lot of patients don't have insurance so we don't
5 collect anything. Some people have private insurance
6 and it pays a hundred percent. Medicaid pays a
7 fraction of our costs. But it's two hundred and
8 fifty-five dollars per call that we make revenue.
9 Plus the subsidy that the county gives us. But yet
10 the fine is fifteen hundred dollars, plus we lose the
11 two hundred and fifty-five dollars that we would have
12 got if we would have been able to make the call, which
13 we certainly want to do.

14 So when we look at the monetary costs of this,
15 it's quite expensive. But what concerns me is that
16 we're going to have to make adjustments to that. In
17 November we gave nine hours to promote public safety
18 in our community. Those hours will have to go away so
19 that we, you know, budget the money for the fines. We
20 also had nine special events in the month of November
21 that were donated to the community. We're going to
22 have to look at ways to get funding for those standbys
23 because this is not something that we budgeted.

24 I mean I started serving Anderson County in 1987
25 when we lost our rescue squad, and I've been covering
26 the county for thirty-two years. You know, if we
27 aren't following the contract then we should be
28 penalized, but there are stipulations that are kind
29 of, you know, beyond our control. And I really look
30 at Anderson County as a system. I have seven other
31 rescue squads that partner with us to serve the
32 community. And these four calls that we missed were
33 still answered. An ambulance arrived at the scene.
34 Last month we had a ninety-two percent compliance of
35 being at the scene of 911 calls. Ninety-two percent
36 with nine minutes and fifty-nine seconds response
37 time. Our employees are short, I think, right now
38 seventeen positions. So our other employees are back
39 filling these shifts. They're tired, they're worn
40 out, but they're still performing at a high level. We
41 have over two hundred and fifty employees here in
42 Anderson that serve our community. We've just
43 provided a five dollar shift differential for the
44 weekends because the weekends was when we were having
45 trouble finding coverage and a lot of our employees
46 like to take their days off, their paid time off on
47 the weekends because that's what they do.

48 But in October we responded to two thousand five
49 hundred and thirty 911 calls. We transported fourteen
50 hundred and seventy-three of them. In November our

1 call volume was down considerably. We responded to
2 two thousand two hundred and thirty-four transport
3 requests and transported twelve hundred and eighty-
4 one. So we're seeing our call volume falling off,
5 which has really kind of been a blessing because with
6 us being short it's helped us to, you know, capture
7 more calls.

8 But I just, you know, I just felt like -- I was
9 kind of blind-sided when I saw the fines because I
10 thought we had met and said, hey, we're working toward
11 those. We're going to meet regularly with Steve Kelly
12 to constantly monitor our progress. We donated an
13 ambulance to the career center over at District 2, 3
14 and -- 3, 4 and 5 for their EMT program because we're
15 working hard to make sure that we have more EMTs
16 certified and trained. We're working feverishly, but
17 yet we got hit with a fine. And we're going to pay
18 the fine if it's not -- if we can't appeal it. That's
19 part of doing business. But it's going to certainly
20 suffer with our non-profits that depend on us to
21 donate services to them.

22 And that's my biggest concern is we've got to
23 channel this money to a different path and that, I
24 think, is what upset me so bad that I ended up in the
25 ER Saturday morning at two a.m.

26 RAY GRAHAM: I'm going to hit on a
27 couple of things. As far as, you know, the good and
28 service that you, along with the other providers, has
29 provided Anderson County for years, I mean, there's no
30 question the value that that has brought. And there's
31 no question the service attitude that each and every
32 one of you has given this county. So that has
33 absolutely nothing to do with this here.

34 Along with a personal direction towards you or
35 your staff, you know, the entire provider, as far as
36 you guys, I mean that is -- in no part has anything to
37 do with this. We do still have some issues and I
38 think we have made a lot of great progress. I'm with
39 you. We've still got an issue on shortages. And I
40 see Chief Sutherland out there. I don't know if
41 there's any other providers from -- in the county, as
42 well, but I mean, you know, every one of those are
43 fighting the same battle. And at some point we've got
44 to figure out, you know, what are we going to do to
45 move forward? How are we going to ensure that our
46 county is served? I know one time, and I don't
47 remember the date, but you guys were out of town and I
48 know I spoke with Dick and Steve on the phone. It was
49 a Friday night because I was actually at my business,
50 and we had to an issue inside the city with coverage.

1 And that was a major concern. And I'm not trying to
2 pull up different issues, but I mean I guess at the
3 end of the day, and by all means I want my fellow
4 council members to speak their mind, as well, but at
5 the end of the day what I want to see is every month
6 we move forward.

7 GREG SHORE: We've got a dozen ---

8 RAY GRAHAM: I think we continue

9 doing that.

10 GREG SHORE: We've got a dozen
11 paramedics across the country that work for Priority
12 that have agreed to come and help us cover shifts.
13 But the state has been slow to get them reciprocity so
14 that they can practice in our state. So that's been
15 an issue. But, you know, we're pulling every stop
16 that we can to take care of the staffing. And this is
17 not going to be fixed in a few months. It's going to
18 probably take a year or two before we see the
19 paramedics -- enough paramedics to meet the demand in
20 the upstate.

21 Greenville County, they had the same issue and
22 they were told that there was going to be a massive
23 walkout with their workforce and they quickly ponied
24 up enough money to avoid that. But that's what we're
25 having to do right now is throw money at it. And of
26 course, you know, that's a short band-aid to it, but
27 we've got a long term problem that we've got to fix.
28 And that's finding young people that are interested in
29 our profession. And we're working hard to mentor
30 these kids that are in high school, but it's just not
31 going to happen overnight. We're struggling and, you
32 know, I guess the fines are, you know, are necessary
33 probably from the standpoint, but it's going to cause
34 us to shift things that we do for our community and
35 the service we do to cover these fines. Because
36 they'll probably continue to happen.

37 We back up the rescue squads and I know they're
38 going to have to back us up. It's part of the system.
39 That's why we need to be shifting ambulances halfway
40 to different areas when we're level zero in Iva or
41 Belton or Pendleton or Anderson or whatever the case
42 may be. We need to make those shifts.

43 And I had hoped that that would work when we moved
44 our dispatch center out there. But what turned out to
45 be a different story or different pathway is that we
46 sent a dispatcher out there twenty-four/seven and
47 there was so much workload there that we had to send a
48 second dispatcher. And then after the second one got
49 there they said we're going to have to put a third
50 one. And corporate said, we can't send, you know,

1 that many FTEs out there to handle what one person
2 should be able to handle. So it was integration with
3 our CAD system, so it meant that our dispatchers were
4 having to input all this information in there several
5 different ways and it just created an issue that we
6 had to pull our dispatchers back until we can get the
7 integration to the system because I believe that will
8 work. I think that our response times were better
9 when we were there. That's my gut feeling. I haven't
10 seen the actual numbers, but I was really pleased last
11 month when we weren't in dispatch we had a ninety-two
12 percent compliance in Anderson.

13 But my concern is that, you know, we'll have to
14 pay the fines, but it's going to divert money that we
15 were donating to these non-profits, and I'll tell you
16 who we provided service to this past month. We did a
17 public safety show and tell event with 5K children at
18 Midway Elementary School; we partnered with the
19 Anderson Special Needs Disability Board for EMS
20 coverage for the Spooktacular 5-K run; we provided
21 service for the Veterans Day parade coverage; a
22 football game at old McCants stadium; the Gobbler 5-K
23 run at the Anderson Mall; and also in November we sent
24 nine hours of EMS coverage for Anderson County to
25 support community education and citizens' safety.

26 You know, those are things that we donate to the
27 community because we have the prosperity to do that.
28 But with the raises that we're having to give, the
29 overtime we're having to pay, the travel expense of
30 bringing paramedics from other states to come and help
31 us cover it is going to cost us more money.

32 And we did ask the Public Safety Committee to look
33 at letting us get an increase in our rates. That only
34 helps the private insurance. It's not going to help
35 Medicare, Medicaid and those that have no insurance.
36 But it will give us a small increase to help us absorb
37 these costs that we're doing on the increases.

38 RAY GRAHAM: As far as November,
39 Steve, have you looked at November's costs? Have
40 y'all already hashed out as far as what it's looking
41 like? Okay. So I mean I don't want to speculate on
42 where we're going to be at in November without you and
43 Josh have already actually communicated and walked
44 through that plan.

45 GREG SHORE: But I want to make it
46 clear because I see that the media is here. I just
47 want to make sure that they know that there has been
48 no patient that didn't receive an ambulance. These
49 four calls that we checked out -- and there were more.
50 There were about twenty, I think, total, but of those

1 twenty there was a closer ambulance that was from
2 another provider that dispatch decided to send because
3 they were closer. And that's what we agreed, if we
4 have the closest ambulance, we want to send the
5 closest unit. We should never be squabbling or
6 fighting over that. That should be, let's think about
7 the patient first. There were a couple of calls where
8 our ambulances were in other districts answering calls
9 so we got exempt from those.

10 RAY GRAHAM: Right.

11 GREG SHORE: But, you know, we look
12 at them. We vet those things out. And if I feel like
13 that our system is not meeting the needs of the
14 county, then I'm going to tell you, you know, we're
15 inadequate. But we're not. We're meeting the
16 standards.

17 You know, I had asked the council to recognize our
18 employees because they just got re-accredited about
19 three months ago. And that never happened. I mean
20 I'm just taking it personal. I feel like that you're
21 just trying to kick us while we're down. And I mean
22 we're not down; we're just struggling with personnel
23 -- certified personnel. I mean I could put non-
24 certified on the road, but that's not, you know, what
25 we need to be doing.

26 RAY GRAHAM: That's definitely not
27 the case. And I mean I guess in a sense ---

28 GREG SHORE: Well, I'm glad to hear
29 that because I kind of felt that way.

30 RAY GRAHAM: Because when I first
31 got on council, each and every one of the people that
32 was involved in EMS realizes, we were at a point where
33 our system was failing. And we have reworked it. Are
34 we where we need to be? Absolutely not.

35 GREG SHORE: Going in the right
36 direction.

37 RAY GRAHAM: This here, this here,
38 this process right here today, along with the steps
39 that each -- that your service, along with the other
40 providers, are continuing to provide our county on a
41 daily basis and continue to improve and continue
42 putting their brains together and their ideas on how
43 can we make it better, the entire system, is what is
44 continuing moving this program forward. We're still
45 not where we need to be and we realize that. But I
46 mean we're not failing because we realize we need to
47 continue moving forward.

48 GREG SHORE: Well, I've been serving
49 the county since 1976 and I've been your 911 provider
50 for thirty-two years. And I'm the junior provider.

1 All the other rescue squads have been here since the
2 sixties. And they started out with volunteers. And
3 of course volunteerism got tough there twenty years
4 ago and council realized it and started subsidizing
5 the providers so that they could put paid staff on it.
6 So we have improved. And there's a lot more
7 improvement. But I just feel like that we need a
8 little bit more time before we start getting penalized
9 financially for these missed calls.

10 RAY GRAHAM: So what -- and
11 naturally this is not my call. This will definitely
12 be council's. But what do you recommend? As far as
13 on this fine today, naturally we're going to have to
14 go into Executive Session and speak with our concerns
15 on this. But what do you recommend? I mean where do
16 you see the benefit as far as moving forward? Because
17 at the end of the day I'm comfortable in saying our
18 Director Steve, who I've got a hundred percent faith
19 in, ---

20 GREG SHORE: I do, too.

21 RAY GRAHAM: --- along with our
22 Public Safety Committee, our direction is to move the
23 county forward whether we're dealing with law
24 enforcement or in this case dealing with EMS, the
25 Public Safety's direction is to move it forward. It's
26 not to levy a fine on anyone. In fact, my question
27 is, what are we going to do with the fine money? It
28 needs to be some good brought out of that money if we
29 do initiate the fine.

30 GREG SHORE: Well, I hope you give
31 it to non-profits because we're going to have to start
32 charging them for services and maybe they can pay us
33 for that.

34 RAY GRAHAM: But what do you
35 recommend that we're going to move forward, or what
36 can you tell me we're going to move forward if we did
37 not do the fine?

38 GREG SHORE: Our recommendation is
39 just like we talked about at our sub-committee
40 meetings, that we continue to meet with you and
41 continue to monitor the progress that we're having
42 with the shortage, with response times, and we're
43 meeting with Steve, I think, is it every two weeks?
44 Meeting with Steve every two weeks so that we can
45 review these before the end of the month because there
46 are, like I say, two thousand calls to go through; not
47 all of -- the majority of them meet the criteria of
48 the response time. What we're looking at is the ones
49 that fall out of that and the ones that we just
50 weren't available because we were on other calls.

1 But I think we need to continue to monitor this
2 and report back to the council on our progress. Are
3 we making headway or are we taking steps back? That's
4 what we talked about in October when we met two times,
5 and that's what surprised me with the fine. I thought
6 we were going to continue to meet and continue to
7 monitor it and see, you know, what direction we're
8 heading in.

9 I think we're heading in a positive direction.
10 But ...

11 JIMMY DAVIS: Mr. Shore.

12 GREG SHORE: Yes.

13 JIMMY DAVIS: Medshore agreed to the
14 fifteen hundred dollars in the contract; correct, per
15 call?

16 GREG SHORE: Yes, sir.

17 JIMMY DAVIS: At what point did you
18 think that that fifteen hundred dollar fine per missed
19 call once all the calls have been qualified, at what
20 point did you think that the county would levy that
21 fine against Medshore?

22 GREG SHORE: If someone did not
23 receive an ambulance.

24 JIMMY DAVIS: I'm talking about when
25 -- you keep saying that you thought the understanding
26 was that we would give you time to get appropriate
27 personnel numbers or whatever. But I mean at some
28 point in time we had to have some type of time frame
29 in our mind of when that levy would start taking
30 place. That's my question.

31 GREG SHORE: I'm really thinking
32 that it's going to take us six months to twelve months
33 to get our staffing stabilized from the shortage of
34 paramedics. And that's looking at what's currently in
35 paramedic class. We're sponsoring several paramedics
36 with Tri-County Tech's program they just started up.
37 And the Upstate EMS Council. We have three programs
38 in the upstate or in our catchment area, and that's
39 Greenville Tech, Upstate EMS Council, and Tri-County
40 Tech. I serve on the Upstate EMS Council board. Josh
41 serves on the Tri-County Tech board. So we're
42 monitoring those programs so that we know, you know,
43 how many paramedics they're going to be able to
44 produce. But you have other agencies that are vying
45 for these paramedics. So it really comes down to
46 who's going to pay the most or, you know, it's almost
47 like a bidding war now that we've got ourselves into.
48 But you know, it's going to take a while for this to
49 stabilize. And then ---

50 RAY GRAHAM: Go ahead, Mr. Whipple.

1 DICK WHIPPLE: If I could just add
2 briefly about that ---
3 RAY GRAHAM: If you could, introduce
4 yourself. I'm not sure if the other council members
5 are ---
6 DICK WHIPPLE: That's fine. I'm Dick
7 Whipple. I'm the Vice President of Operations and
8 Special Projects for Priority Ambulance. But if I may
9 add a little bit to that question.
10 One of the provisions in the contract was to
11 transition the county here to the National Academy
12 standards of EMD. And as we've had a recent meeting
13 and continuous meetings about this, the current system
14 introduces a lot of inefficiencies in the system in
15 the way that calls are processed. It's not a judgment
16 of the people. It's a judgment of the process that
17 happens where ninety percent, basically, of our calls
18 are considered priority one or life threatening. And
19 that's unlike any system in the country.
20 And with the National Standard EMD process, if we
21 were to transition into that, we could introduce a lot
22 more efficiency in matching the right resources with
23 the right calls, with the right response time.
24 We can also look at other alternative resources to
25 stir patients to, as opposed to burdening the
26 emergency departments or burdening the EMS systems on
27 calls that typically neither one of us are going to be
28 paid or are going to be very low pay calls. And it's
29 not about the money, but it's about helping the people
30 get to the right resource timely and more efficiently.
31 So right now there's a lot of system-introducing
32 efficiencies that also burden all the providers, but
33 burden certainly where we do the majority of the
34 calls. Where we have extra staff, we have to staff to
35 overcome those inefficiencies that area introduced in
36 this system. And so that's where part of this
37 struggle comes to.
38 Our capture rate is around anywhere between fifty-
39 eight and about seventy percent it looks like. And
40 most system are somewhere in the mid-seventies even to
41 the mid-eighty percent on capture rate. So you can
42 see there's a lot of calls that we're going on that
43 we're not even transporting patients on that frankly
44 didn't need an ambulance to start with. And so to
45 your point about when we would start doing that, I
46 think when we have an entire system, and looking at
47 this from a system's perspective, that where the EMD's
48 in place, you know, where people have the opportunity
49 to have the staffing. I think from my perspective
50 that would be where you're going to have a more

1 manageable system and more appropriately be able to
2 respond to those. Hopefully that makes some sense.

3 JIMMY DAVIS: Thank you.

4 RAY GRAHAM: You guys got any other
5 questions?

6 TOMMY DUNN: I've got a few things.

7 Greg, I appreciate what you've done for Anderson
8 County. I consider you a friend. I also want to say
9 Medshore Ambulance Service has done great for the
10 community of Anderson County. Business is business,
11 and that's what brought us here today. We've got to
12 find out -- fix this. Fines is nothing. Fines ain't
13 going to bring somebody back that died of a heart
14 attach on the side of the road because the ambulance
15 didn't get there on time. That's what we want to make
16 sure. This ain't about -- we've got a bad
17 misunderstanding if we're thinking Belton should be
18 covering the city of Anderson because they shouldn't
19 be. They're there to back up, but it should be no
20 somebody having to come from Belton to answer a call
21 in the city of Anderson. We've got a problem when
22 that happens.

23 The other thing, the meeting me and you said, your
24 son, Lieutenant Baker, Steve Kelly, I thought we had
25 an understanding, too. I thought we had an
26 understanding we was talking about the dispatch --
27 y'all having a dispatch -- central dispatch. We
28 talked about and went over it. When I left the room,
29 I said y'all get the nuts and bolts worked out and
30 let's have these meetings and get something worked up.
31 The next thing I know I'm getting an email saying
32 y'all are pulling out of dispatch -- of central
33 dispatch. And that's fine. That wasn't my
34 understanding either. I thought we was going to get
35 something worked out on that. So that's a two-way
36 street of sort of getting blind-sided.

37 Lieutenant Baker, I'd like to ask you to step up
38 to the mic and ask you a little bit. We're getting
39 all this about our dispatch and about what -- where
40 we're at and where we need to get. Because I don't
41 think I understand exactly what the gentleman, Mr.
42 Whipple, was talking about before about having a
43 system we can prioritize a little bit better maybe
44 than what we're doing.

45 DAVID BAKER: Yes, sir.

46 TOMMY DUNN: I don't think if a call
47 comes in and there ain't much -- now I don't mean to
48 make light of nothing and Mr. Kelly, you let me know
49 -- on these four calls we're talking about, we ain't
50 talking about somebody getting a stumped toe or run

1 over a finger. These were pretty major instances,
2 from my understanding; I know one of them was.

3 DAVID BAKER: When I (inaudible). I
4 can't tell you exactly right now what ---

5 TOMMY DUNN: Come up to the mic a
6 little bit. Lieutenant, if you'll go ahead -- how is
7 the prioritize and how is that coming in working on
8 that if you'd like to speak to that since you got
9 brought up in this.

10 DAVID BAKER: That's okay. I'm going
11 to bring up a couple of conversations and I'll let
12 Steve kind of discuss about how the -- what makes it a
13 priority and what does not.

14 To make a long story short, we did have a meeting
15 which I was called to. It was an EMS based meeting
16 and some subject matter came up with dispatch where
17 the EMD portion of how dispatch determines what's
18 priority, what's not, and that kind of thing. I don't
19 know how old that system is. My understanding is many
20 a year ago the folks sat down and decided this was the
21 direction we needed to go. Times have changed and it
22 certainly needs to be updated. We had discussion
23 about potentially updating that, which we had recent
24 discussion again just the other day with Mr. Whipple
25 and Josh Shore from Medshore over at the office to
26 discuss some other things.

27 One of the things that kind of falls back to us is
28 we're getting ready to transition to a new large
29 software package at dispatch. I know that Medshore
30 had offered their EMD to us potentially. That comes
31 with a cost. Not necessary a cost from us to Medshore
32 but a certification process with forty people or sixty
33 something people at forty hours for certification. I
34 did the math the other day; just for certification was
35 somewhere around thirty to forty thousand dollars in
36 salaries for forty hours for employees. That does
37 come at a pretty great cost to us.

38 One of the other costs would be to update our
39 existing card system. And that might be a band-aid
40 fix, but it's certainly at least something we need to
41 look at. And I think that number was thrown out
42 somewhere around twenty thousand. When I say a band-
43 aid fix, it takes care of today the prioritization
44 into the EMD which would be similar to what Medshore's
45 system is with their process. Again, that's twenty
46 thousand dollars we've got to find in the budget
47 somewhere to do.

48 And then what we then need is for the EMS and
49 probably getting together with all the EMS chiefs to
50 determine what should change within our current card

1 system. Yes, sir.
2 TOMMY DUNN: And I don't want to
3 speak -- we've got six other council members.
4 DAVID BAKER: Sure.
5 TOMMY DUNN: If this was best, we
6 don't want to throw good money after bad.
7 DAVID BAKER: Right.
8 TOMMY DUNN: But if twenty thousand
9 dollars will make the system work better for the
10 people of Anderson County, I think we could find it.
11 DAVID BAKER: Yes, sir.
12 TOMMY DUNN: But we want to make
13 sure. Y'all need to look at some another. Y'all are
14 the professionals. Y'all need to look at this. I'm
15 just throwing out in the future, you know. Y'all need
16 to get together and come up with a plan.
17 DAVID BAKER: Yes, sir.
18 TOMMY DUNN: I told y'all that day,
19 in how it's going to work and then give us a dollar
20 figure. And if it ain't going to be no better, we
21 don't need to do it.
22 DAVID BAKER: Correct.
23 RAY GRAHAM: We did have a meeting
24 this past week concerning that. And just to clarify,
25 it's not what's best for Medshore or what's best for
26 Belton or for Iva, it truly -- we're looking at the
27 two options -- Becky, the Director of dispatch, you
28 know, everybody was in that meeting, along with David,
29 as well, and we did discuss the different options.
30 And we are kind of -- we've got some items for people
31 to go out and check on and basically bring a report
32 back to determine what is best for the county.
33 You know, honestly I think if we get this
34 implemented, regardless which way we go, either update
35 what we've got or go with the other system, I think a
36 lot of these problems that we're having not only with
37 Priority and Medshore but with the other providers, as
38 well, a lot of these problems that we're having with
39 the missed calls -- and what it is, it's taxing the
40 system on a call that probably could be a non-
41 emergent, and it's really nothing more than a stumped
42 toe, but yet we're having to send a medic and EMT to
43 that call. So we are looking at those options on
44 that.
45 DAVID BAKER: To give you an idea,
46 there are some questions that are asked in those EMD
47 cards as they're going through. One of the questions
48 might be, are you having any trouble breathing? And
49 obviously that triggers or changes the priority to a
50 higher priority. So if you had a situation to where,

1 you know, it's not a -- I guess everybody could define
2 traumatic event differently, but an event where the
3 priority should be higher or not, that card makes that
4 decision based on just breathing, asking that
5 question, you know, with trouble breathing.

6 So those are some things that, you know, whether
7 we stay with our existing system, the EMSs, along with
8 their group and the various chiefs will have to get
9 together to make a determination should that change
10 and if so how should it change? What should that
11 question be? And then we would invest our twenty-plus
12 thousand, you know, in changing the card system to
13 update what we currently have and are using.

14 Our other option, as mentioned, would be to go in
15 with the EMD system that Medshore is currently using
16 and then we have to look at potential funding for
17 training and certifications and that kind of thing.

18 I'm going to turn it over to Steve to answer
19 unless y'all have got another question specifically
20 about dispatch. We did get together with them the
21 other day about some concerns and I think we all came
22 to the agreement that things are good. We do have
23 still a pod area over there that could accommodate up
24 to four if that decision is ever made for them to
25 return. So that's there.

26 And I agree with Greg, I think we all agree that
27 when they were in-house it was a lot more efficient, a
28 lot quicker. I can't speak for his manpower issue,
29 but I can certainly see and could tell a difference.

30 TOMMY DUNN: Thank you.

31 DAVID BAKER: Yes, sir.

32 STEVE KELLY: The dispatch software
33 we keep talking about, just so we're all on the same
34 page, there's two major types. We currently use what
35 is called APCO. We swapped to it county-wide eight,
36 nine years ago. It was seen at that time as a more
37 cost-effective alternative. So they swapped to it.

38 The Priority dispatch that Medshore is currently
39 using, it is the gold standard in the dispatch
40 community. It is the best that's out there, but it is
41 also very expensive on the initial purchase and the
42 continuing costs as far as training and stuff like
43 that.

44 So the APCO is the deck of cards we have now.
45 That's what we have to work with. We're not going to
46 be able to change it in the foreseeable future.
47 That's what we had when this contract was signed.
48 That's what we've had for seven, eight years. As
49 David did say, we've got a data download that we're
50 wanting to try to get pushed through in the next

1 couple of weeks, but honestly that's two, three months
2 before that can even be pushed out and them having
3 live on 911.

4 TOMMY DUNN: Let me just also,
5 you're monthly reviewing all EMS providers; right? I
6 mean this ain't picking on Priority One?

7 STEVE KELLY: The only one that gets
8 this is Medshore, and that's because of what we deemed
9 is that performance-based contract.

10 TOMMY DUNN: I mean, you're
11 constantly monitoring the others though and making
12 sure ---

13 STEVE KELLY: For everything that
14 they have that they're supposed to be monitored for,
15 such as time compliance and stuff of that nature, yes.

16 RAY GRAHAM: Yes, Greg, go ahead.

17 GREG SHORE: (Inaudible) We picked
18 the performance-based side because we peak out at like
19 nineteen ambulances with our call volume. But when
20 you do the static deployment and we -- let's say we do
21 six or seven ambulances and they're just dedicated to
22 911 calls, that costs us about thirty thousand dollars
23 a month subsidy. And when you look at the subsidy
24 that you pay for us, it's a lot less because we
25 decided to do it that model to save money and keep the
26 taxpayers' costs down. So I just wanted to let you
27 know why we went that way. And I think Dick has a
28 comment, too, that he wants to make.

29 RAY GRAHAM: And right now you're
30 still comfortable with that type of contract?

31 GREG SHORE: Well, I think it's the
32 most cost-effective contract that we could do. If you
33 said, hey, we would rather have your ambulances
34 dedicated to nothing but 911 calls; transports will be
35 handled by another group of vehicles, we could do
36 that, but the cost would be higher because you see
37 that forty percent of the calls we go on doesn't
38 generate a transport. And when we do transport a
39 patient, we make two hundred and fifty-five dollars a
40 call. So you can do the math and figure out the labor
41 and the costs. But yeah, we could do that other path.
42 It's just -- you know, it's got a different model of
43 subsidy based with it.

44 RAY GRAHAM: Okay. Dick, I'm going
45 to give you one other opportunity and then we're going
46 to probably go into Executive Session. But go right
47 ahead, please.

48 DICK WHIPPLE: Sorry.

49 RAY GRAHAM: No, that's fine.

50 DICK WHIPPLE: I wanted to tag on to

1 what David had mentioned. So we did have the meeting
2 and I thought it was quite productive. And again,
3 those type of meetings, I think, are really important
4 to the progress, both from a provider perspective, but
5 also from the county.

6 And we've committed as Priority Ambulance to help
7 fund the initial training, substantially fund it, and
8 also make available some of the software that we have
9 by extending the licensure to make that happen if the
10 transition to the EMD were to take place through the
11 National Academy.

12 You know, the stopgap -- what I would call a
13 stopgap measure, what they're taking about updating
14 their system to make that more where the priorities
15 are more stratosphied (verbatim) will definitely help.
16 But, you know, from our position we still think that
17 the National Academy standard is the way to go to gain
18 the most efficiency.

19 RAY GRAHAM: Thank you.

20 Do I have a motion to go into Executive Session?

21 TOMMY DUNN: Motion to go into
22 Executive Session for contractual matters.

23 JIMMY DAVIS: I second.

24 RAY GRAHAM: All in favor? At this
25 time we're going to go into Executive Session in the
26 conference room.

27 **EXECUTIVE SESSION**

28 RAY GRAHAM: We'll call the Public
29 Safety meeting back in session. Do I have a motion?

30 TOMMY DUNN: I make the motion we
31 come out of Executive Session ---

32 JIMMY DAVIS: Second.

33 TOMMY DUNN: --- with no action.

34 RAY GRAHAM: Have a motion by
35 Councilman Dunn; second by Councilman Davis. All in
36 favor. In favor a hundred percent.

37 JIMMY DAVIS: Mr. Chair?

38 RAY GRAHAM: Go ahead, sir.

39 JIMMY DAVIS: I would like to make a
40 motion that we stick to the levying of a fine, but we
41 reduce that fine from a total of six thousand dollars
42 to two thousand dollars, which would be five hundred
43 dollars per occurrence on four occurrences.

44 RAY GRAHAM: Do I have a second on
45 that?

46 TOMMY DUNN: Second.

47 RAY GRAHAM: All in favor. Stand
48 approved a hundred percent.

49 I think -- personally I think where we need to go
50 from here is again at the end of the day we need to

1 figure out what we're going to do to move forward in a
2 positive direction. I think -- I know with the
3 holidays and everything next week, it'll probably be
4 the first of the year. But probably the first week in
5 January, we need to schedule a meeting and kind of
6 look and make sure -- I know we had a lot of stuff on
7 the table as far as this past week with dispatch, EMD,
8 AFCO program. We need to look at those opportunities
9 and just look at all the opportunities that's
10 available to move the whole program forward. And this
11 is not only for you guys, it's also for the other
12 providers.

13 I assure you, this fine is not about the money;
14 it's not about a personal issue by no means, but we've
15 got to continue moving forward. And I think we have.
16 I think we've come a long ways. I think we've still
17 got a ways to go, though.

18 So with that being said, please reach out to me
19 and let's get a date set up for the first week in
20 January and let's go ahead and start trying to get --
21 working on some of these opportunities for
22 improvement. I'd love to talk more about getting you
23 guys as far as dispatch, as far as the EMD system, and
24 truly try to put some of these issues to bed as far as
25 that's causing us problems.

26 I know the manpower is a major issue, I know along
27 with the other providers, they're having the same
28 problems. So by all means when we have this in
29 January, you know, it's not a closed meeting to
30 Priority, it's a meeting for EMS. I mean, we
31 definitely want to get all the players involved and
32 see what can we do. Because at the end of the day you
33 kind of rely on each other as resources. And you
34 know, that's what's made our system work so great for
35 so many years. We just need to continue moving
36 forward.

37 At this time, Leon, have we got any citizens
38 comments?

39 LEON HARMON: There are no citizens
40 signed up.

41 RAY GRAHAM: At this time, council
42 members, anything else?

43 TOMMY DUNN: Good. Appreciate it.

44 RAY GRAHAM: Meeting adjourned.

45
46

(MEETING ADJOURNED AT 12:46 P.M.)

Minutes

Public Safety Committee Meeting Friday, January 24, 2020

The Public Safety Committee Meeting of Friday, January 24, 2020 was called to order at 12:00 pm by Chairman Ray Graham. Mr. Craig Wooten and Mr. Jimmy Davis were in attendance for the Public Safety Committee meeting. The Invocation and Pledge of Allegiance was provided by Mr. Jimmy Davis.

The following items were considered by the committee:

3. Animal Control Ordinance Revision, Lieutenant David Baker

This is a recommended amendment for Section 42-116 of the Animal Control Ordinance. The current County ordinance mimics the state law requiring charges to go to the higher court. The County needs an ordinance to utilize for a lesser offense that can provide an educational opportunity. The larger serious offenses such as willful or malicious killing, abuse, maiming, beating, disfiguring, administering of any poison or exposure of poisonous substance to any animal or pet would still go to State level to the higher court. Amending the ordinance will allow us to handle maltreatment cases that are not geared toward physical abuse such as confining any animal or pet without sufficient food and water, adequate shelter and sanitary conditions. Amending this ordinance will allow us to educate the public and be able to give an officer the discretion. The staff recommendation is to amend the ordinance to remove and exclude some of the verbiage that automatically requires it to be sent to higher court.

Mr. Craig Wooten made the motion to move this ordinance revision to full council and a second from Mr. Jimmy Davis, the committee voted unanimously to recommend to Full Council.

4. Body Camera Update, Captain Ross Brown, and Lieutenant Mike Beninger

After December 3, 2019 the financing and grant funding was obtained to purchase the cameras. The body cameras arrived at the beginning of January 2020. A train the trainer class is scheduled for Monday, January 27, 2020 with training provided by Adam Westmoreland and Mike Beninger. The trainers will train their own shifts on how to use and implement the cameras. On January 29, 2020 the Solicitors Office and Public Defenders will attend a training class and set up accounts for access. The information will be sent out as a link. After the training is complete the body cameras units will be issued. The units have sku numbers that will be put into the supply system to be tracked. There are 126 units that will be used by the specialized enforcement units, street narcotics road patrol and animal control.

5. Dispatch Update, Mr. Steve Kelly

Ms. Becky Carter, E-911 Director and staff are in the process of revising and updating the Dispatch APCO cards that are used to determine what type of emergency is occurring when a 911 call is received. This process cannot be completed while on duty requiring staff to work on their days off to complete. Once the update process is complete the cards will need to be reviewed by Becky Carter, Steve Kelly and Dr. King before implementing. Steve Kelly will bring back pricing for Priority Dispatch including the training and overtime to the Public Safety Committee.

7. December Compliance, Mr. Steve Kelly

No discussion on this item at this time

Minutes

Public Safety Committee Meeting Friday, January 24, 2020

8. EMS PLAN 2020, Mr. Steve Kelly

In Anderson County during the night time 16 ambulances run and during the day time it fluctuates between 20-24 ambulances with 2 QRV's. We currently send the closest ambulances.

Dr. Brett Stoll stepped down and Dr. Michelle King from Anderson ER took over as the Primary Medical Control Physician. There are a new set of protocols that will be sent out by March.

Over the last 18 months the 911 compliance times have been tracked with data indicating possible recommended changes such as current placement of ambulances, and some areas with no coverage. If call volume and growth continue in the Powdersville area there may be a need to implement a 12hour ambulance in the Powdersville area. Pelzer currently runs 4 ambulances that travel on a continuous basis to the Powdersville Area.

6. EMS Fee Schedule Discussion, Mr. Steve Kelly

The Fee schedule shows what the County allows the providers to charge private insurance. The fee schedule was increased in July 2018. Steve Kelly will collect additional data and bring back to the Public Safety Committee.

9. EMD GRANT, Lieutenant David Baker

For the Financial year 2018-2019 Anderson County was awarded the Hazard Mitigation Grant from the South Carolina Emergency Management Division in the amount of \$38,778. This grant funding was used to conduct a commodity closed study by a hired contractor who came to monitor the roadways and determine what chemicals and in what quantities they are traveling through Anderson County. The purpose of this study was to put together a comprehensive plan that includes what type of training is needed and what type of equipment is needed to combat and handle any potential incident with this type of hazard. There was left over funding from the supplemental grant that could be used for Hazmat training. The total amount of funding is \$25,370. Anderson County will receive \$13,000 for training that is specific to combatting a chlorine based chemical. The training will be conducted and hosted by Anderson County. The remainder of funding in the amount of \$12,370 will go directly to the Fire Academy to be used for additional risk based, air monitoring and hazmat technician training. It is a 20% match fund grant and the salary for James McAdams can be utilized as the individual who will be responsible for reporting.

Mr. Jimmy Davis made the motion to accept this grant and a second from Craig Wooten, the committee voted unanimously to recommend to Full Council.

10. Annual Report 2019, Lieutenant David Baker

Lieutenant David Baker gave a brief summary of the 2019 Annual Report which included data from Dispatch, Animal Control, and the Sheriff's Office.

There being no further business, the Public Safety Committee meeting was adjourned at

1:09 pm.

_____, Chair

_____, Date

Minutes

**Public Safety Committee Meeting
Wednesday, February 12, 2020**

The Public Safety Committee Meeting of Wednesday, February 12, 2020 was called to order at 8:02 am by Chairman Ray Graham. Mr. Craig Wooten and Mr. Jimmy Davis were in attendance for the Public Safety Committee meeting. The Invocation and Pledge of Allegiance was provided by Mr. Craig Wooten.

3. Executive Session:

a. Discussion concerning Ems Contracts

Mr. Craig Wooten made the motion to go into Executive Session to discuss EMS contracts and a second from Mr. Jimmy Davis, the committee voted unanimously to go into Executive Session.

Mr. Craig Wooten made the motion to come out of Executive Session and a second from Mr. Jimmy Davis, the committee voted unanimously to come out of Executive Session with no decisions made or votes taken.

There being no further business, the Public Safety Committee meeting was adjourned at 9:30 am.

_____, Chair

Date

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1 and 2

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:

Proverbs Mentoring Organization

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$1,400

3. The purpose for which the funds are being requested:

The funds will be used for a college tour for young men from Anderson County.

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

5. Contact Person: Don Peppers
Mailing Address: PO Box 15 Perdleton, SC 29670
Phone Number: 864-209-5632
Email: pdon3944@gmail.com

6. Statement as to whether the entity will be providing matching funds:

PMO will not provide 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.

Donald B. Peppers

Signature

Don Peppers

Print Name

Date

Proverbs Mentoring Organization

Corporate Information

Entity Type Nonprofit

Status Good Standing

Domestic/Foreign Domestic

Incorporated State South Carolina

Important Dates

Effective Date 01/08/2018

Expiration Date N/A

Term End Date N/A

Dissolved Date N/A

Registered Agent

Agent Donald B. Peppers

Address 132 Kenwood Dr
Anderson, South Carolina 29625



Request Documents



Add Filing

Official Documents On File

Filing Type	Filing Date
501(c)(3) Attachment	01/08/2018
Articles of Incorporation	01/08/2018

Lacey A. Croegaert

From: don peppers <pdon3944@gmail.com>
Sent: Monday, March 9, 2020 1:16 PM
To: Don Peppers; Lacey A. Croegaert
Subject: [EXTERNAL]Fwd: PMO Football Tour

----- Forwarded message -----

From: **Kenneth Cunningham** <ikcunningham64@gmail.com>
Date: Wed, Feb 26, 2020 at 9:44 AM
Subject: PMO Football Tour
To: don peppers <pdon3944@gmail.com>

College Visit List-

TLH
Adrian Ligon
Trey Walker
AJ Sloan
Alonzo Brown
Hardriquis Gaines
Jay Cheek

Pendleton
Clark Brothers x2

Daniel
Gabe Smith

Carborro
Rob Allen-Will be with Parents after day 1
Elijah Mendys
Jon Luke Adams
Jake Adams

Hotels
April 3 Springhill Marriott Hanes Mall \$120 Winston Salem, NC 3 Rooms \$370
April 4-7 Springhill Marriott Lynchburg Airport \$390 per room 3 Room=\$1200
Total=\$1570

Food
April 3
Lunch \$130 13 kids
They pay for dinner
April 4
Breakfast @ hotel
Lunch-They Pay
Dinner- 8 Pizza @ \$7= \$65

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

WHAT DISTRICT(S) ARE YOU REQUESTING 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.

<u><i>Charlene E. Spelts</i></u>	Charlene E. Spelts	March 10, 2020
Signature (Electronic)	Print Name	Date



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,

A handwritten signature in black ink, appearing to read "K. Wickersham", with a long horizontal flourish extending to the right.

Kimberly S. Wickersham
Director, Division of Public Charities

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

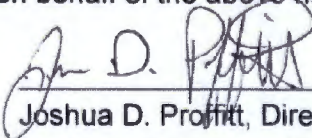
****WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:**
District Six (Jimmy Davis) Mail/Email/Fax to: Anderson County Council
Clerk Post Office Box 8002 Anderson, SC 29622
lacroegaert@andersoncountysc.org 864-260-4356 (fax)

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.


03-10-20
Joshua D. Proffitt, Director
PLAY Diamond Sports

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:

Important Dates

Effective Date 02/19/2015

:

Expiration N/A

Date:

Term End N/A

Date:

Dissolved N/A

Date:

Registered Agent

Agent: JOSHUA WIEDEMANN

Address: 26 DUXBURY LN
EASLEY, South Carolina 29642

Official Documents On File

Filing Type	Filing Date
Incorporation	02/19/2015

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 liabilities, 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 Anderson 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 funds 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.

<u>Amanda Manly</u>	/	<u>Amanda Manly</u>	<u>3/26/2018</u>
Signature		Print Name	Date

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:

Important Dates

Effective Date 01/16/1995

:

Expiration N/A
Date:

Term End N/A
Date:

Dissolved N/A
Date:

Registered Agent

Agent: MARCIA W BARKER

Address: 65 WINFIELD RD
GREENVILLE, South Carolina 29619

Official Documents On File

Filing Type	Filing Date
Incorporation	01/16/1995

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: all 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:

S.C. Physically Handicapped Society Anderson / Green
chapter wood

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

\$300 From each For a total

4 Meals, Entertainment and other of 2,100

3. The purpose for which the funds are being requested:

State Convention May 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 1st meeting in Anderson this year.
once every 4 years we host this and the

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.

Public Charity Id Number Enclosed.

5. Contact Person: Rhonda Dendy

Mailing Address: 205 LEMANS DRIVE Anderson SC 29626

Phone Number: 864-933-6825

Email: rhonda.dendy1@gmail.com

6. Statement as to whether the entity will be providing matching funds:

we ARE trying to have a yard Sale Bake Sale on April

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.

Rhonda Dendy

Signature

Print Name

Date

Rhonda Dendy 03/06/2020

But not able to get
match (all people
carry a physically
handicapped)
and are unable
to do very much
But we do what
we can any
help would be
appreciated
Thank You
For your
consideration



State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

Nov 7, 2019

South Carolina Physically Handicapped Society,
Anderson/Greenwood Chapter 8131
Rhonda Dendy
205 LEMANS DR
ANDERSON, SC 296263609

RE: Exemption Confirmation

Charity Public ID: C91556545

Dear Rhonda Dendy :

This letter confirms that the Secretary of State's Office has received and accepted your Application for Exemption. If you submitted your Application for Exemption using the Charities Online Filing System, this letter of confirmation has been issued pending further review by Division of Public Charities staff.

The exemption for your charitable organization will expire on May 15, 2020. If any of the information on your Application for Exemption 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. Additionally, if at any time your charitable organization no longer qualifies for an exemption, the organization must immediately register with the Secretary of State's Office. Please note that failure to comply with the registration provisions of the Solicitation of Charitable Funds Act may result in fines of up to \$2,000.00 for each separate violation.

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**

(<https://sos.sc.gov/>)

Mark Hammond

Search Charities

Charities Search Home

<< Back to Search Results

South Carolina Physically Handicapped Society, Anderson/Greenwood Chapter 8131

Public Id: P50422

Bobby Ervin , CEO

704 Harper Rd

Pendleton, SC 29626

Status: Exempt. This organization is not required to file annual financial reports. For information about exemptions refer to the [Solicitation of Charitable Funds Act](#).

(<https://www.scstatehouse.gov/code/t33c056.php>) | (<https://www.sos.sc.gov/privacy-policy>)

Contact Us (<https://sos.sc.gov/contact-and-feedback>)

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Anderson County Building & Codes
Monthly Activity Report
Feb-20

Total Number Permit Transactions:	1076
New Single Family:	87
New Multi-Family:	
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 Cases)
<i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>	
Tall Grass Complaints (New and Follow Ups):	
Number of Scheduled Building Inspections Performed (# of Site Visits):	827
Courtesy, Site and Miscellaneous Inspections:	12
Manufactured Home Inspections:	71
Total Number of Inspections (Site Visits) for Department:	995

Reviews/Misc. Activity:

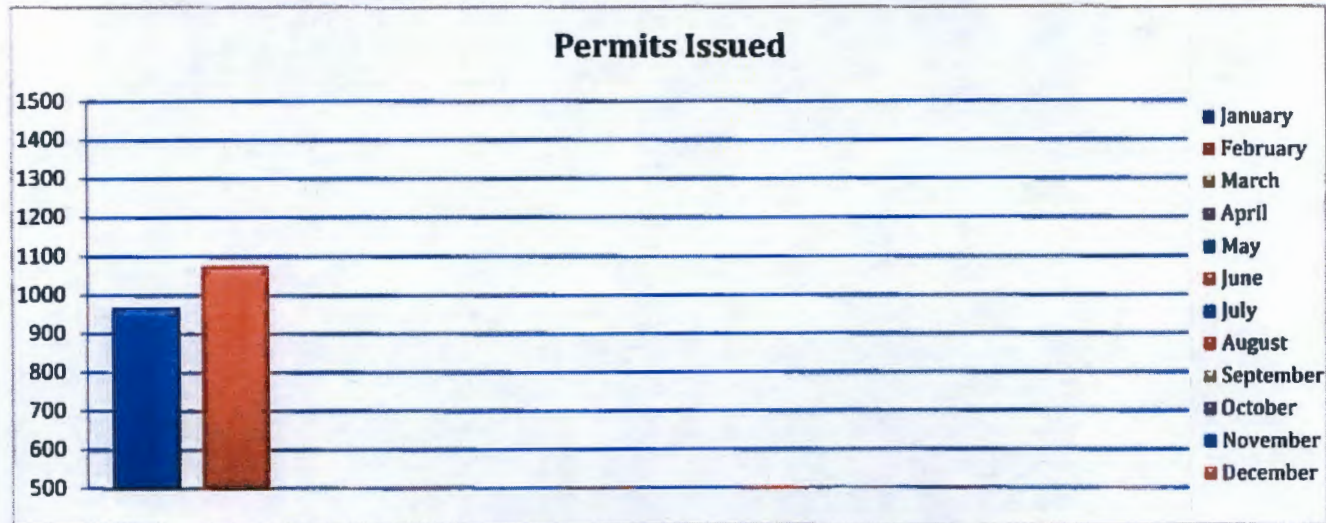
Plans Reviewed:	185	(Includes preliminary consultations, resubmittals and solar)
Mech/Elec/Plumb Reviews:	46	(Includes residential solar)
New Derelict Manufactured Home Cases:	0	
Hearings:	1	
Court Cases:	0	

Revenue Collected:

Reinspection Fees Collected:	\$525.00
Plan Review Revenue:	\$12,472.90
Total Revenue For The Month:	\$157,363.90

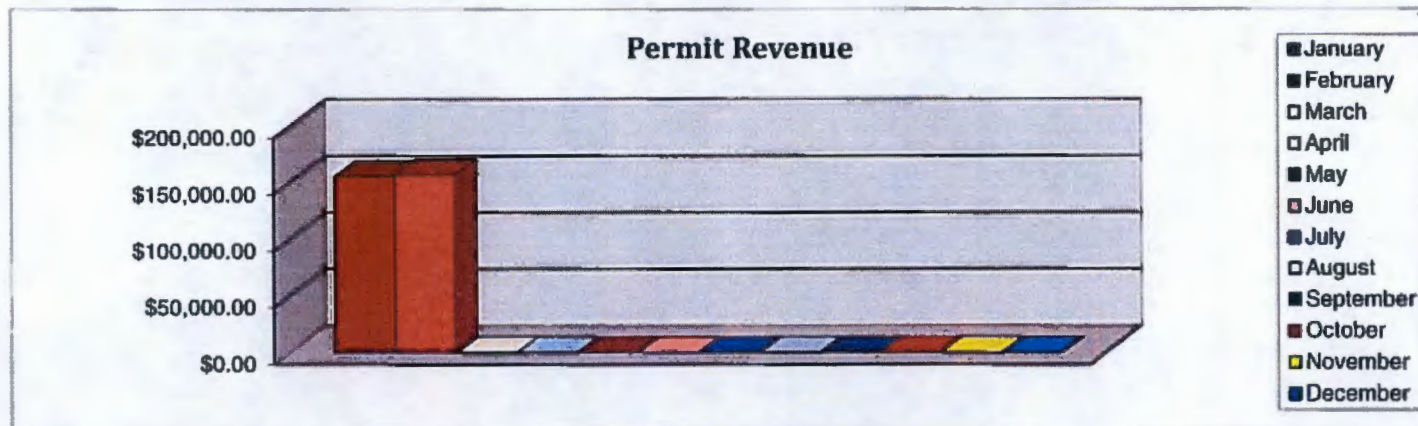
Anderson County Building & Codes Permits Issued for 2020

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
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

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
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
LOCAL PUBLIC CONSTRUCTION**

For the month of:

Feb-20
ANDERSON COUNTY BUILDING & CODES
 P.O. Box 8002
 ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below

- ☐ Discontinued issuing permits
☐ Merged with another system
☐ Split into two or more systems
☐ Annexed land areas
☐ Had other changes

PLEASE RETURN THE WEEK OF:

If NO PERMITS were issued during this period, mark (X) and return this form

Section 1		NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of	Number of		Valuation of
				Buildings	Housing Units	Construction	Buildings	Housing Units	Construction
			(a)	(b)	(c)	Omit cents (d)	(e)	(f)	Omit cents (g)
Single-Family houses, detached			101	87	87	\$20,613,820			
<i>Exclude mobile homes</i>									
Single-family houses, attached			102						
- Separated by ground to roof wall,									
- No utilities above or below, and									
- Separate heating systems & utility meters									
Two-family buildings			103						
Three-and four-family buildings			104						
Five-or-more family buildings			105						
TOTAL: Sum of 101-105			109	87	87	\$20,613,820	0	0	\$0.00

Section 2		NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of	Number of		Valuation of
				Buildings	Housing Units	Construction	Buildings	Housing Units	Construction
			(a)	(b)	(c)	Omit cents (d)	(e)	(f)	Omit cents (g)
Hotels, motels, and tourist cabins			213						
<i>(transient accommodations only)</i>									
Other non-housekeeping shelter			214						

Section 3		NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of	Number of		Valuation of
				Buildings	Housing Units	Construction	Buildings	Housing Units	Construction
			(a)	(b)	(c)	Omit cents (d)	(e)	(f)	Omit cents (g)
Amusement, social, and recreational			318						
Churches and other religious			319						
Industrial			320						
Parking garages (buildings & open decks)			321						
Service stations and repair garages			322						
Hospitals and institutional			323						
Offices, banks, and professional			324						
Public works and utilities			325						
Schools and other educational			326						
Stores and customer services			327	2		\$90,000			
Other nonresidential buildings			328	17		\$869,173			
Structures other than buildings			329	4		\$203,524			

Section 4		ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of	Number of		Valuation of
				Buildings	Housing Units	Construction	Buildings	Housing Units	Construction
			(a)	(b)	(c)	Omit cents (d)	(e)	(f)	Omit cents (g)
Residential - Classify additions of garages and carports in Item 438			434	22		\$561,792			
Nonresidential and non-housekeeping			437	4		\$1,507,540			
Additions of residential garages and carports (attached and detached)			438	2		\$83,200			

Section 5		DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of	Number of		Valuation of
				Buildings	Housing Units	Construction	Buildings	Housing Units	Construction
			(a)	(b)	(c)	Omit cents (d)	(e)	(f)	Omit cents (g)
Single-family houses (attached and detached)			645	3					
Two-family buildings			646						
Three-and four-family buildings			647						
Five-or-more family buildings			648						
All other buildings, structures or mobile homes			649	11					

COURTESY PERMITS

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
=====				
MOD 702	COURTESY PERMIT/NO CHARGE			
202000614	2/18/2020	2,300.00	ANDERSON COUNTY SC	NEW METER FOR GATE
202000729	2/25/2020	1,500.00	LAUNIOUS RONALD	DEMO MOBILE HOME LICENSE 10861
202000730	2/25/2020	1,500.00	LAUNIOUS RONALD	DEMO MH LICENSE 21925
202000767	2/27/2020	271,500.00	RES SOUTH CAROLINA HOLDINGS LLC	ARTHREX BOILER ROOM UPFIT

TOTALS: 4 276,800.00

March 11, 2020

DISTRICT 1 - SPECIAL PROJECTS

001-5829-001-241

FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	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

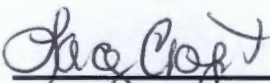
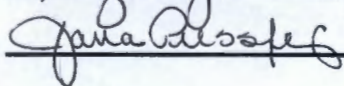
2,759.43

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: 3/12/2020

DATE: March 11, 2020

March 11, 2020

DISTRICT 2 - SPECIAL PROJECTS
001-5829-002-241
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	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)

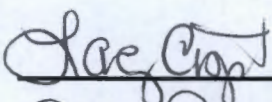
SUB-TOTAL 18,380.02

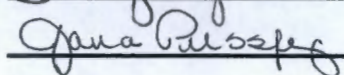
Committed:

8/6/2019 Food for luncheon - Community Meeting (47.45)

Ending Balance 18,332.57

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: 3/12/2020

DATE: March 11, 2020

March 11, 2020

DISTRICT 3 - SPECIAL PROJECTS

001-5829-003-241

FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	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	(750.00)
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)	(927.30)
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)

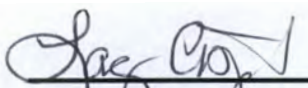
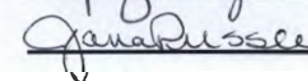
SUB-TOTAL 1,078.90

Committed:

42/2019 Sheriff Office for Wireless Lanyard (72.70)

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 3/12/2020

DATE: March 11, 2020

March 11, 2020

DISTRICT 4 - SPECIAL PROJECTS
001-5829-004-241
FY Ended June 30, 2020

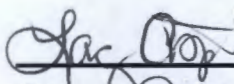
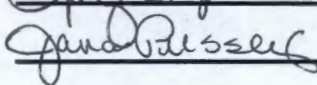
Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	15,456.99
			During Budget Process - Crisis Pregnancy Center	(1,000.00)
7/16/2019	7/24/2019	75683	Anderson Area YMCA	(500.00)
7/16/2019	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.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 3/12/2020

DATE: March 11, 2020

March 11, 2020

DISTRICT 5 - SPECIAL PROJECTS

001-5829-005-241

FY Ended June 30, 2020

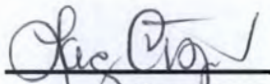
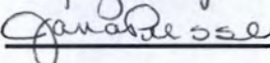
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	6,070.05
			During Budget Process - Crisis Pregnancy Center	(3,000.00)
			During Budget Process - 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

Committee:

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: 3/12/20 20

DATE: March 11, 2020

March 11, 2020

DISTRICT 6 - SPECIAL PROJECTS
001-5829-006-241
FY Ended June 30, 2020

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<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	1/14/2020	JE 9068	PARD Grant Match - Hurricane Springs Park	(5,000.00)
1/7/2020	1/15/2020	82152	PLAY (Powdersville League of Athletic Youth)	(5,000.00)
3/3/2020	3/11/2020	84389	Shalom	(350.00)

SUB-TOTAL


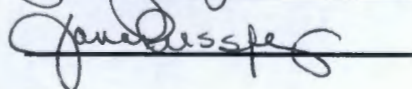
11,194.45

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: 3/12/2020

DATE: March 11, 2020

March 11, 2020

DISTRICT 7 - SPECIAL PROJECTS
001-5829-007-241
FY Ended June 30, 2020

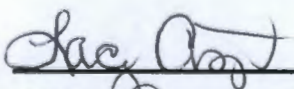
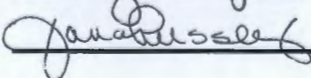
Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2019 - 2020	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	5,000.00
7/16/2019	7/24/2019	75691	Anderson Jets Club	(600.00)
7/16/2019	7/24/2019	75719	Caroline Community Center	(5,000.00)
7/16/2019	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)
3/3/2020	3/11/2020	84389	Shalom	(500.00)

SUB-TOTAL 6,950.00

Committed:

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: 3/12/2020

DATE: March 11, 2020

All Project Report - February, 2020

Total	\$2,270,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer In	\$770,842.04

Prepared by: Amy Merritt

Date: 3/5/2020

Certified by: Neil Carey

Date

Neil Carey

Committed	\$2,270,840.04
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AVAILABLE	\$2.00
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Projects/Towns-Cities/Other					
Approved Date	Project	Scope	Appropriated Amount	Total Spent to Date	Completion Date
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	04/30/19
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$7,069.50	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$0.00	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$11,675.98	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$7,464.92	
08/21/18	School District Road in D6	Paving	\$20,000.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$60,000.00	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$2,224,750.68	
		Totals:	\$2,270,840.04	\$2,590,719.63	

Road Name	District	Scope of Work	Estimate	Total Spent to Date	Completion Date
Hobson Road	1	CS/Pave	\$83,571	\$81,449.14	01/00/00
Oakridge Court	1	CS/Pave	\$18,908	\$19,346.79	01/00/00
Harbison Drive	7	FDP/Pave	\$46,633	\$0.00	01/00/00
Plantation Road	4	CIPR	\$51,000	\$52,205.60	01/00/00
Branch Road	4	CIPR	\$86,288	\$81,550.68	01/00/00
Valley Drive	4	CIPR	\$43,144	\$43,967.21	01/00/00
Meadow Road	4	CIPR	\$51,584	\$25,396.28	01/00/00
Governor's Boulevard	1	FDR/Pave	\$171,024	\$164,979.09	01/00/00
Hopewell Ridge	7	CIPR/Pave	\$152,636	\$137,189.01	01/00/00
Winding Creek Road	7	CIPR/Pave	\$73,901	\$69,591.91	01/00/00
Creekside Court	7	CIPR/Pave	\$14,425	\$20,651.79	01/00/00
Crossridge Lane	7	CIPR/Pave	\$17,224	\$23,667.65	01/00/00
Old Oak Trail	7	CIPR/Pave	\$21,092	\$29,644.68	01/00/00
Grove Road	2/3	Pave	\$142,944	\$142,805.44	01/00/00
Shirley Drive	2	Pave	\$175,467	\$138,488.64	01/00/00
Airline Road	3/5	FDP/ST/FS	\$243,293	\$237,157.95	01/00/00
Firetower Road	6/4	FDP/ST/FS	\$142,982	\$188,392.08	01/00/00
Old Webb Road	5	FDP/Pave	\$184,905	\$175,614.78	01/00/00
Holden Lane	5	Mill/Binder/Pave	\$10,515	\$12,895.20	01/00/00
Cely Lane	6	FDP/Pave	\$244,679	\$365,758.33	01/00/00
			\$1,976,215	\$2,010,752.25	

FDP = Full-Depth Patching; FDR = Full-Depth Reclamation, ST = Single-Treatment; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

District 1 Paving Report

Through February 29th, 2020

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$65,290.00
Committed	\$65,290.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Towns-Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson	-	\$0.00	\$0.00	
11/2/2016	Civic Center	Upgrade roads, landscaping	\$119,000.00	\$56,306.16	incomplete
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$6,500.00	\$3,903.03	incomplete
		Totals:	\$125,500.00	\$60,209.19	

		District 1 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies now in account 000					
		Totals:	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of February 29th, 2020

Prepared By: Amy Merritt

Roads & Bridges

Date _____

Amy Merritt

March 5, 2020

Certified By: Neil Carney

Neil Carney

Date _____

NOWC
3-12-2020

District 2 Paving Report

Through February 29th, 2020

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Cities&Towns/Other					
Approval Date	Project	Scope	Appropriated Amount	Toatal Project Spent To-Date	Completion Date
	City of Anderson	Grading/Drainage		\$0.00	
Totals:			\$0.00	\$0.00	

District 2 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	All monies moved to account 000				
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of February 29th, 2020

Prepared By: Amy Merritt

Roads & Bridges

Date

Amy Merritt

March 5, 2020

Certified by: Neil Carney

Neil Carney

Date

Neil Carney
3-12-2020

District 3 Paving Report

Through February 29th, 2020

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$42,690.00
Committed	\$22,690.00
AVAILABLE	

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Towns&Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/8/2013	Town of Iva (6/4/19 rel \$20K)	Grading/Drainage	\$45,000.00	\$26,352.74	Incomplete
7/7/2015	Town of Iva	Grading/Drainage	\$16,250.00	\$0.00	Incomplete
7/7/2015	Town of Starr	Grading/Drainage	\$8,000.00	\$6,013.56	Incomplete
	City of Belton	Grading/Drainage		\$0.00	
6/4/2019					
		Totals:	\$69,250.00	\$32,366.30	

		District 3 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
6/4/2019	Ebenezer Fire Dept	Paving	\$11,300.00	\$11,300.00	12/4/2019
6/4/2019	Starr Fire Dept	Paving	\$8,700.00		
		Totals:	\$20,000.00	\$11,300.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of February 29th, 2020

Prepared By: Amy Merritt

Roads and Bridges

Date _____

Amy Merritt

March 5, 2020

Certified By: Neil Carney

Neil Carney

Date _____

NEWG
3-12-2020

District 4 Paving Report

Through February 29th, 2020

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$12,455.00
Committed	\$12,455.00
AVAILABLE	

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Pendleton	Grading/drainage	\$39,500.00	\$27,042.90	incomplete
Totals:			\$39,500.00	\$27,042.90	

District 4 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of February 29th, 2020

Prepared By: Amy Merritt

Roads & Bridges
Date

Amy Merritt
March 5, 2020

Certified By: Neil Carney

Neil Carney
Date

NWC
3-12-2020

District 5 Paving Report

Through February 29th, 2020

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
Totals:			\$0.00	\$0.00	

District 5 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of February 29th, 2020

Prepared By: Amy Merritt

Roads and Bridges
Date

Amy Merritt
March 5, 2020

Certified By: Neil Carney

Neil Carney
Date

Nowc
3-12-2020

District 6 Paving Report

Through February 29th, 2020

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
Totals:			\$0.00	\$0.00	

District 6 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of February 29th, 2020

Prepared By: Amy Merritt

Roads and Bridges
Date

Amy Merritt
March 5, 2020

Certified By: Neil Carney

Neil Carney
Date

Neil Carney
3-12-2020

District 7 Paving Report

Through February 29th, 2020

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$47,665.07
Committed	\$47,665.07
AVAILABLE	\$0.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Honea Path	Grading/drainage	\$48,000.00	\$48,000.00	3/21/2017
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00	\$25,627.46	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00	\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00	\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00	\$24,579.51	incomplete
Totals:			\$172,500.00	\$101,019.52	

District 7 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of February 29th, 2020

Prepared By: Amy Merritt

Roads and Bridges

Date

Amy Merritt

March 5, 2020

Neil Carney

Date

Nlwc
3-12-2020

Council Meeting: March 17, 2020

Attached transfers have been posted to General Ledger. This is notice to council of the processed transfers.



BUDGET TRANSFER

DIVISION:

Administrator

DEPARTMENT:

Administration

FROM	TO	AMOUNT
TITLE Photo Equipment 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	<u>950.00</u>

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

245 - Transfer needed to cover printing cost for Community Resource Guide and CJCC Brochure.

252 - Maintenance to county vehicle, budgeted amount forecasted will not cover remainder of fiscal year.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DATE:

DIVIS HEAD:

DATE:

FINANCE:

DATE:

ADMINISTRATOR:

DATE:

2/10/20

Journal Entry #

1017

DATE:

2 24 20

BUDGET TRANSFER

DIVISION: Administration

DEPARTMENT: Finance

TO:

AMOUNT:

TITLE	Management Consulting
ACCT.#	001-5043-000-339

TITLE	Supplies - Office	
ACCT#	001-5043-000-269	4,000.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

Total	4,000.00
--------------	-----------------

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Several printers in the office were worn out and needed to be replaced. MICR toner purchased for Accounts Payable and Payroll printer. For asset control, additional inventory labels were needed. General office supplies; paper, notebooks, ink cartridges and etc.

Is this transfer within your department?

(Circle One) Yes No

Is this transfer within your division?

(Circle One) **Yes** **No**

DEPT. HEAD: *the (un)*

DATE: 2-10-20

DIVIS HEAD: _____

DATE: _____

FINANCE: _____

DATE: _____

ADMINISTRATOR: [Signature]

DATE: 2-11-20

Journal Entry # 1017

DATE: 2 24 20

BUDGET TRANSFER

DIVISION: Parks, Recreation & Tourism

DEPARTMENT: Parks

FROM:	TO:	AMOUNT:
TITLE <u>Training for Employees</u> ACCT.# <u>001-5065-000-277</u>	TITLE <u>Meals</u> ACCT# <u>001-5065-000-236</u>	\$ <u>600.00</u>
TITLE <u>Small Hand Tools</u> ACCT.# <u>001-5065-000-260</u>	TITLE <u>Meals</u> ACCT# <u>001-5065-000-236</u>	<u>1,000.00</u>
TITLE <u>Photocopier Maintenance</u> ACCT.# <u>001-5065-000-347</u>	TITLE <u>Meals</u> ACCT# <u>001-5065-000-236</u>	<u>800.00</u>

2,400

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

In the remaining 2019 - 2020 budget year there are 6 major tournaments at GPL (2 of which are week-long).
There is also the 11th Annual Saluda River Rally, Spring Market, and Farmers Market.
These events require a variety of part-time, full-time, and overnight staffing / volunteers; food accommodations
for County staff and volunteers is the responsibility of the Parks Dept as a tournament host partner.

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: <u>[Signature]</u>	DATE: <u>2/21/20</u>
DIVIS HEAD: <u>[Signature]</u>	DATE: <u>2/21/20</u>
FINANCE: <u>[Signature]</u>	DATE: <u>2-24-20</u>
ADMINISTRATOR: <u>[Signature]</u>	DATE: <u>2-24-20</u>
Journal Entry # <u>1011</u>	DATE: <u> </u>

BUDGET TRANSFER

DIVISION: Parks, Recreation & Tourism

DEPARTMENT: Parks

FROM:	TO:	AMOUNT:
TITLE <u>Professional Services</u> ACCT.# <u>001-5065-000-304</u>	TITLE <u>Fuel & Oil</u> ACCT# <u>001-5065-000-216</u>	\$ <u>4,000.00</u>
TITLE <u>Professional Services</u> ACCT.# <u>001-5065-000-304</u>	TITLE <u>Rent-Equipment</u> <u>001-5065-000-247</u>	<u>5,200.00</u>
TITLE <u>Professional Services</u> ACCT.# <u>001-5064-000-304</u>	TITLE <u>Uniforms & Clothing</u> <u>001-5065-000-280</u>	<u>4,000.00</u>

13,200

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

1) Additional funds were requested to cover the anticipated expense of the new additional vehicle in July 2019 however was not funded. The request would have covered the total cost. Req 7050 Req'd 5,000

2) A significant power requirement was a contract obligation in order to host the Bassmaster Bass Nation Championship. It was an anticipated phased-improvement at GPL which did not take place; requiring the power supply rental from Sunbelt in the approx amount of \$5,300.00. Tournaments throughout the Spring and Fall season require additional lighting. There are 6 major tournaments remaining this fy which require Tower Light rentals. Capital Requests for light tower purchases have been denied for 4 years to-date. Additionally, due to a prolonged County-Fleet equipment breakdown, Parks had to rent a Bobcat and Forestry Deck to complete a job (Aprox \$1,500)

3) The extreme inclement / wet weather during this fy required rain gear replacement for tournaments and events. Uniform clothing was also purchased for limited County staff whom regularly work tournament events as well as GPL facility partners

Is this transfer within your department? (Circle One) YES No

Is this transfer within your division? (Circle One) YES No

DEPT. HEAD: <u>[Signature]</u>	DATE: <u>2/21/20</u>
DIVIS HEAD: <u>[Signature]</u>	DATE: <u>2/21/20</u>
FINANCE: <u>[Signature]</u>	DATE: <u>2-24-20</u>
ADMINISTRATOR: <u>[Signature]</u>	DATE: <u>2-24-20</u>
Journal Entry # <u>1017</u>	DATE: _____

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Development Standards

FROM:		TO:	AMOUNT:
TITLE	Salaries Part Time	TITLE	Salaries OverTime
ACCT.#	5089-000-000-000-102	ACCT#	5089-000-000-000-103
			480.00
TITLE	Salaries Part Time	TITLE	Professional Services
ACCT.#	5089-000-000-000-102	ACCT#	5089-000-000-000-304
			4450.00
TITLE		TITLE	
ACCT#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	

Total \$4930⁰⁰ 0.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

- Overtime for staff for Board of Zoning Appeals Meeting Minutes and Legal Transcript for SC Gun Range Application
- Professional Service-Randall Arendt Presentation to Anderson County Council on Conservation Design Workshop

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD:

Alesia Hunter

DATE: February 14, 2020

DIVIS HEAD:

DATE: 2/19/2020

FINANCE:

DATE: 2.21.20

ADMINISTRATOR:

DATE: 2.21.20

Journal Entry #

1017

DATE: 2.24.20

BUDGET TRANSFER

DIVISION: Sheriff's Office

07.03.19

DEPARTMENT: 5213 - Communications

FROM:

TO:

AMOUNT:

TITLE Full Time Salaries
ACCT.# 001-5213-000-101

TITLE Professional Services
ACCT# 001-5213-000-304 \$ 4,145.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

4,145.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Moving money to cover cost of annual continuation membership for CALEA (accrediting agency for the 911 center)

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

1021

DATE:

3 10 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 Tickets/Warnings Issued	23/172
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

Compiled from manually entered data