



ANDERSON  
COUNTY  
SOUTH CAROLINA

Tommy Dunn  
Chairman  
Council District 5

Ray Graham  
Vice Chairman  
Council District 3

Craig Wooten  
Council District 1

Gracie S. Floyd  
Council District 2

Thomas F. Allen  
Council District 4

Ken Waters  
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  
February 6, 2018 at 6:00 PM  
Historic Courthouse – Council Chambers – Second Floor  
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**

2. **RESOLUTIONS/PROCLAMATIONS:**

- a. **2018-008:** a resolution to congratulate and welcome Papas and Beer Mexican Restaurant to the Piercetown community. Mr. Tom Allen (allotted 5 minutes)
- b. **2018-009:** a resolution to commend and honor the Grove Fire Department and its volunteer firefighters for fifty years of dedicated service to its residents. Mr. Ray Graham (allotted 5 minutes)
- c. **2018-010:** a resolution to recognize and express profound appreciation to Mr. Steve Hartsell for his extraordinary contributions to the quality of life and welfare of the Double Springs Community and to Anderson County as a whole. Mr. Tom Allen (allotted 5 minutes)

3. **ADJOURNMENT:**

AGENDA  
ANDERSON COUNTY COUNCIL  
REGULAR MEETING  
February 6, 2018 at 6:30 PM

1. **CALL TO ORDER:**

2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**

Mr. Ray Graham

3. **APPROVAL OF MINUTES:**

January 16, 2018

4. **CITIZENS COMMENTS:** Agenda Matters

5. **ORDINANCE- THIRD READING:** none

6. **ORDINANCE- SECOND READING:** none

7. **ORDINANCE- FIRST READING:**

- a. **2018-002:** a Supplemental ordinance to amend to Ordinance 2017-016, the operating and capital budget of Anderson County for the fiscal year beginning July1, 2017, and ending June 30, 2018.  
(To be considered during Finance Committee Report)
- b. **2018-003:** an ordinance authorizing a Fee-in-Lieu-of-Tax Arrangement on behalf of Project Spindle, (THE "COMPANY") Pursuant To a Fee-In-Lieu-Of-Tax Agreement between Anderson County, South Carolina (THE "COUNTY") and the company; authorizing a 5-year extension of the investment period for all investments over the statutory minimum investment; authorizing the execution and delivery of an Infrastructure Financing Agreement (IFA), granting certain infrastructure credits to the company. Mr. Burriss Nelson (allotted 10 minutes)

8. **RESOLUTIONS:** none

9. **REPORT FROM CIVIC CENTER ADHOC COMMITTEE MEETING HELD  
JANUARY 23, 2018:**

Chairman Ken Waters (allotted 10 minutes)

Executive Session: Civic Center Management- Proposal

**10. REPORT FROM CHEDDAR COMMUNITY MEETING HELD JANUARY 30, 2018:**

M. Cindy Wilson (allotted 10 minutes)

**11. REPORT FROM PUBLIC SAFETY /HEALTH & HUMAN SERVICES COMMITTEE MEETING HELD FEBRUARY 1, 2018:**

Chairman Ray Graham ( allotted 15

minutes)

- a. Update on National Institute of Corrections Study
- b. Discussion on QRV Proposal

**12. REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE MEETING HELD FEBRUARY 1, 2018:**

Chairman M. Cindy Wilson (allotted 15minutes)

- a. Pavement Management presentation
- b. Executive Session: Solid Waste Disposal Contract

**13. REPORT FROM FINANCE COMMITTEE MEETING HELD FEBRUARY 5, 2018:**

Chairman Ken Waters (allotted 15 minutes)

1. Capital
  - a. 10 2018 Dodge Chargers-Sheriff's Office
  - b. 26 Tablet Computers for Sheriff's Vehicles
  - c. Aligner with Cabinet- Fleet Services
  - d. Three Juniper Switches
  - e. Back-Up Solution
2. Radio Fees
3. FY 2017 State Homeland Security Grant
4. FY Supplemental Budget Ordinance-2018-002
5. Transfers
6. Executive Session- Personnel Matter

**14. APPOINTMENTS:**

**15. REQUESTS BY COUNCIL:**

All Districts(allotted 14 minutes)

City of Anderson- unappropriate funds- D2  
Wren Youth Association- D6  
ACTC Student Radio (WPPB the Pulse) – ALL

**16. ADMINISTRATOR'S REPORT:**

(allotted 2 minutes)

- a. Letter of Appreciation: To: Mr. Rusty Burns From: Laneika Musalini
- b. Semi- Annual Veterans Report
- c. Budget Transfers

**17. CITIZENS COMMENTS: Other Matters**

**18. REMARKS FROM COUNCIL:**

**19. 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.

**RESOLUTION #R2018-008**

**A RESOLUTION TO CONGRATULATE AND WELCOME PAPAS AND BEER MEXICAN RESTAURANT TO THE PIERCETOWN COMMUNITY AND OTHER MATTERS THAT RELATE THERETO:**

**WHEREAS**, Papa's and Beer Mexican Restaurant has been a business partner in the Anderson community for over six (6) years with their current location at 160 West Beltline Boulevard; and,

**WHEREAS**, Papa's and Beer Mexican has been a good neighbor in our restaurant community; preparing entrees with quality ingredients prepared in traditional Mexican fashion; and,

**WHEREAS**, Papa's and Beer Mexican is a place where locals, families and friends gather in a diverse environment and experience authentic Mexican fare;

**WHEREAS**, Papa's and Beer Mexican on January 16, 2018 is expanding its eatery and opening a new neighborhood Mexican café at a new location on Highway 81 North near I-85 interchange in the Piercetown community; and,

**WHEREAS**, Anderson County is fortunate to have corporate citizens of vision and commitment that step forward to energize our community; and,

**NOW, THEREFORE**, it is hereby resolved that:

***The Anderson County Council congratulates Papa's and Beer Mexican Restaurant on their expansion as they open the doors of the Highway 81 North location, and extent well wishes on this new endeavor providing fresh, authentic Mexican food at an affordable price to the Piercetown and Anderson communities.***

**Your dedication to this community is greatly appreciated.**

**RESOLVED** in meeting duly assembled this **6th** day of **February, 2018**:

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Tommy Dunn, Chairman  
District Five

\_\_\_\_\_  
Tom Allen  
District Four

**ATTEST:**

\_\_\_\_\_  
Rusty Burns  
County Administrator

\_\_\_\_\_  
Lacey A. Croegaert  
Clerk to Council

**R2018-009**

**A RESOLUTION TO COMMEND AND HONOR THE GROVE FIRE DEPARTMENT AND ITS VOLUNTEERS  
FIREFIGHTERS FOR FIFTY YEARS OF DEDICATED SERVICE TO ITS RESIDENTS;  
AND OTHER MATTERS RELATED THERETO**

Whereas, the Anderson County Council considers it a privilege to recognize and celebrate Grove Fire Department and its members for fifty years of steadfast and relentless service; for their call to duty in safeguarding the lives of their fellow citizens and their properties in their community and for making Anderson County a safer, better place to live and work; and,

Whereas, Grove Fire Department began service in 1967 and is one out of 28 fire departments in Anderson County Fire System; and,

Whereas, Grove Fire Department through its dedication of its countless volunteers and the support of the community has evolved to provide the highest level of fire and rescue services to its residents and all citizens of Anderson County; and,

Whereas, Grove Fire Department and its volunteer firefighters provide an instrumental and invaluable commodity in protecting lives and property for our citizens; a personal compassionate service that is not taken lightly, rather executed courageously and fearlessly with safety of others at the forefront of every call; and,

Whereas, Anderson County Council recognizes that the key to success in a community is its people especially those who demonstrate qualities of vision, dedication and servant leadership; stepping forward to guide, direct and energize the community, often at a considerable sacrifice; and,

Whereas, Anderson County Council and the residents of Anderson County are pleased to recognize and to celebrate Grove Fire Department and its members for fifty years of dedicated service to the community; the Anderson County Council is especially appreciative of the volunteer firefighters and their willingness to sacrifice their time and self to protect the citizens of Anderson County.

**RESOLVED** in meeting duly assembled this day 6<sup>th</sup> day of **February, 2018**.

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Tommy Dunn, Chairman  
District Five

\_\_\_\_\_  
Ray Graham  
District Three

**ATTEST:**

\_\_\_\_\_  
Rusty Burns  
County Administrator

\_\_\_\_\_  
Lacey A. Croegaert  
Clerk to Council

**RESOLUTION #R2018-010**

**A RESOLUTION TO RECOGNIZE AND EXPRESS PROFOUND APPRECIATION TO MR. STEVE HARTSELL FOR HIS EXTRAORDINARY CONTRIBUTIONS TO THE QUALITY OF LIFE AND WELFARE OF THE DOUBLE SPRINGS COMMUNITY AND TO ANDERSON COUNTY AS A WHOLE; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Mr. Steve Hartsell has served the Double Springs community in Anderson County with distinction for many years, so much so that he is well-known as the unofficial “mayor of Double Springs”; and

**WHEREAS**, Mr. Hartsell has leveraged his considerable leadership ability and tireless work ethic to advance Double Springs Park, where his endless generosity with his personal time and energy has been indispensable to building, maintaining, and improving the Park; and

**WHEREAS**, Mr. Hartsell served for many years on the Anderson County Transportation Committee, working to disburse funding responsibly and strategically to provide the best and safest possible County roads, bridges, and sidewalks; and

**WHEREAS**, Mr. Hartsell has set an influential example for his fellow citizens through his inspiring dedication to his wife and family; and

**WHEREAS**, on behalf of the citizens of Anderson County, the Anderson County Council, with gratitude for his many years of committed service to the Double Springs community, Double Springs Park, the Anderson County Transportation Committee, and to Anderson County as a whole, do hereby congratulate Mr. Hartsell for his distinguished contributions and express our best wishes to him and his family for their continued success and happiness in the years to come.

**RESOLVED** in a meeting duly assembled this 6<sup>th</sup> day of **February** 2018.

**FOR ANDERSON COUNTY:**

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Tommy Dunn, Chairman  
District Five

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Tom Allen  
District Four

**ATTEST:**

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Rusty Burns  
County Administrator

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Lacey A. Croegaert  
Clerk to Council

State of South Carolina    )

County   of           Anderson    )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
JANUARY 16, 2018

IN ATTENDANCE:  
TOMMY DUNN, CHAIRMAN  
RAY GRAHAM  
KEN WATERS  
TOM ALLEN  
CRAIG WOOTEN  
M. CINDY WILSON

ALSO PRESENT:  
RUSTY BURNS  
LACEY CROEGAERT



1 TOMMY DUNN: I'd like to call the  
2 January 16th Special Presentation part of the Council  
3 meeting to order. And I want to welcome each and  
4 everyone of you here. Glad to see you here tonight.

5 We're going to change the agenda order out in just  
6 a little bit. I think some people on Item (a) are  
7 supposed to be here. Give Ms. Wilson more time to  
8 commence. We'll start with (b), Item 2(b) R2018-004,  
9 Vice Chairman Ray Graham. Mr. Graham.

10 RAY GRAHAM: Thank you, Mr. Chairman.  
11 Mr. Chairman, I'd like to bring forth in form of a  
12 motion, R2018-005. This is A Resolution to Honor and  
13 Recognize Rhonda Gregory as 2018 South Carolina Middle  
14 School Assistant Principal of the Year; and other  
15 Matters Related Thereto.

16 **Whereas**, after earning an English Education degree  
17 from Anderson University Rhonda became an English  
18 teacher of 8th grade students teaching at McCants and  
19 Glenview Middle Schools in Anderson School District  
20 Five. After teaching for two years Rhonda believed  
21 she could help make positive differences in education  
22 thus prompting the decision to further her education.  
23 She attended Furman University enrolling in the School  
24 Leadership program earning a Master's Degree in  
25 Leadership in 2010 and an Educational Specialist  
26 Degree in 2013; and

27 **Whereas**, Rhonda was a teacher for seven years  
28 before taking on the role of Assistant Principal at  
29 Honea Path Middle School. She is currently in her  
30 fifth year as assistant principal. She believes each  
31 student has the potential to find success. Rhonda can  
32 often be heard saying "Leaders are Readers"; and

33 **Whereas**, on October 24, 2017 Rhonda was recognized  
34 and honored by Anderson University as a rising leader  
35 of our community in The Independent Mail's 2017 Class  
36 of 20 Under 40; and

37 **Whereas**, Rhonda Gregory was selected as 2018 South  
38 Carolina Middle School Assistant Principal of the year  
39 on December 5, 2017 by the South Carolina Association  
40 of School Administrators; and

41 **NOW, THEREFORE** the Anderson County Council  
42 recognizes and honors Rhonda Gregory who passionately  
43 serves the children and families of our community. We  
44 appreciate your dedication, leadership and personal  
45 commitment for our youth who will become future  
46 educators and leaders in our community. We are happy  
47 to celebrate and salute your most recent recognition  
48 and distinction as 2018 South Carolina Middle School  
49 Assistant Principal of the Year.

50 **RESOLVED** in meeting duly assembled this 16th day

1 of January, 2018.

2 TOMMY DUNN: We have a motion Mr.

3 Graham. Have a second?

4 CINDY WILSON: Second.

5 TOMMY DUNN: Second Ms. Wilson. Any  
6 discussion? All in favor of the motion show of hands.  
7 All opposed like sign. Show the motion carries  
8 unanimously. Mr. Graham.

9 RAY GRAHAM: Mr. Chairman, if I could  
10 have Ms. Gregory and her family come to the front for  
11 a presentation.

12 **(PRESENTATION OF RESOLUTION)**

13 TOMMY DUNN: Okay. We'll be moving on  
14 to the next item on the agenda, 2(c)2018-005.  
15 Councilman Wooten. Mr. Wooten.

16 CRAIG WOOTEN: Yes, Mr. Chairman, I'd like  
17 to put this in the form of a motion for R2018-004, A  
18 Resolution to Recognize and Raise Awareness for the  
19 Critical Demand of Foster Care Homes needed for  
20 Children in our Community; and other matters related  
21 thereto.

22 **Whereas**, since December 1, 2017, there have been  
23 4357 children placed in foster care in South Carolina,  
24 with 3071 of those children having regular placement.  
25 Currently there are only 1639 licensed regular foster  
26 homes throughout the state requiring 62% of the  
27 children in foster care to be placed outside of the  
28 county they reside. As a result, these children are  
29 separated from their school, churches, friends and  
30 support systems; and

31 **Whereas**, since December 1, 2017 in Anderson County  
32 there have been 191 children placed in foster care  
33 with only 88 licensed regular foster homes. We are in  
34 need of 103 new families to assist in providing foster  
35 care to children of Anderson County; and

36 **Whereas**, the Department of Social Services serves  
37 within the communities of South Carolina to promote  
38 safety, permanency, stability and focus on the well-  
39 being of children and young adults through foster care  
40 and adoption. There are 570 children who are legally  
41 free and available for adoption currently in foster  
42 care; and

43 **Whereas**, children in foster care come from varying  
44 backgrounds including some who have been starved and  
45 exposed to trauma, abuse or neglect. These children  
46 are in need of nurturing family homes that will  
47 provide an investment of time, guidance, and love to  
48 make a difference in their lives. It is important to  
49 educate, campaign and bring awareness to the  
50 communities of Anderson County of the current issue we



1 are facing for children in foster care.

2 **RESOLVED** in meeting duly assembled this 16th day  
3 of January, 2018.

4 Put that in the form of a motion.

5 TOMMY DUNN: Mr. Wooten has a motion.

6 Have a second?

7 TOM ALLEN: Second.

8 TOMMY DUNN: Second Mr. Allen. Are  
9 there any discussion? Hearing none, all in favor of  
10 Mr. Wooten's motion show of hands. All opposed like  
11 sign. Show the motion carries unanimously.

12 Moving on to Item number 2(d) 2018-006. Put this  
13 in the form of a motion. Mr. McClure was presented  
14 this the other night at the Zoning Appeals Board and  
15 isn't here. But for the record, like to read this and  
16 let the Council pass this. Again, I put this as a  
17 motion. A Resolution to Honor and Recognize Hubert  
18 McClure's Decades of Service to the Anderson County  
19 Land Use and Zoning Board of Appeals and the Anderson  
20 Community; and Other Matters Related Thereto.

21 **Whereas**, Mr. Hubert McClure has served on the  
22 Anderson County Land Use and Zoning Board of Appeals  
23 for Twenty years, including dedicated service as  
24 Chairman; and

25 **Whereas**, Mr. McClure graduated from Westside High  
26 School in 1985, Tri-County Technical College in 1989,  
27 Clemson University in 1994 with a bachelor's degree in  
28 Mathematics and in 1998 with a master's degree; and

29 **Whereas**, Mr. McClure served in the United States  
30 Marine Corps from 1988 to 1996, including service in  
31 Operation Desert Shield and Operation Desert Storm and  
32 he has brought his military, educational, business,  
33 and life experience to bear in his over twenty years  
34 of teaching students at Tri-County Technical college,  
35 one military veteran and student stating in a 2011  
36 news article, "I just recently and with the help of  
37 Hubert have been assimilating better into  
38 civilization"; and

39 **Whereas**, Mr. McClure is the proud father of  
40 Lauren, 19 and Walt, 11, and manages and co-owns a  
41 beef cattle farm and worked with his father at McClure  
42 Surveying for over twenty years; and

43 **Whereas**, Anderson County is grateful to Mr.  
44 McClure for his over twenty years of dedicated service  
45 to the Anderson County Land Use and Zoning Board of  
46 Appeals and hereby honor and recognize his many  
47 contribution to the Anderson Community.

48 **RESOLVED** in meeting duly assembled this 16th day  
49 of January, 2018.

50 I put that in the form of a motion.

1 CINDY WILSON: Second.

2 TOMMY DUNN: Second Ms. Wilson. Is  
3 there any discussion? Hearing none, all in favor of  
4 the motion show of hands. All opposed like sign.  
5 Show the motion carries unanimously.

6 Ms. Wilson, you want to move on or what you want  
7 -- what would you like to do?

8 CINDY WILSON: I just called to find out  
9 where they are and I've got a phone call back, but I  
10 suppose at this moment, unless we see about 20 girls  
11 bouncing in here shortly, we'll have to reschedule.

12 TOMMY DUNN: Reschedule? You want to --  
13 okay.

14 CINDY WILSON: Thank you.

15 TOMMY DUNN: Hearing that, then, we'll  
16 get that rescheduled when they can make it. Must have  
17 been a mix up or something. But anyway, hearing that,  
18 this part of the Council meeting will be -- of the  
19 presentation and proclamations will be adjourned.  
20 We'll reconvene back here for regular Council meeting  
21 starting at 6:30.

22

23 (SPECIAL PRESENTATION MEETING ADJOURNED 6:15 P.M.)

24

State of South Carolina    )  
County   of       Anderson    )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
JANUARY 16, 2018

IN ATTENDANCE:  
TOMMY DUNN, CHAIRMAN  
RAY GRAHAM  
GRACIE FLOYD  
TOM ALLEN  
CRAIG WOOTEN  
KEN WATERS  
M. CINDY WILSON

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT

1 TOMMY DUNN: At this time we'd like to  
2 call the January the 16th regular Anderson County  
3 Council meeting to order. Like to welcome each and  
4 every one of y'all here. Thank y'all for coming out  
5 on a cold night. At this time I'd like to ask  
6 Councilman Waters if he'd lead us in Invocation and  
7 Pledge of Allegiance. If we'd all rise, please.  
8 GRACIE FLOYD: Mr. Chair.  
9 TOMMY DUNN: Yes, ma'am.  
10 GRACIE FLOYD: With your permission I'd  
11 like to keep my seat.  
12 TOMMY DUNN: Yes, ma'am. We understand.  
13 Health reason Ms. Floyd will be sitting.  
14 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY KEN WATERS)**  
15 TOMMY DUNN: At this time are there any  
16 changes or corrections to be made to the January the  
17 2nd regular Anderson County Council meeting minutes?  
18 Anybody have any? Anybody make a motion to accept  
19 them as presented?  
20 RAY GRAHAM: So moved.  
21 TOMMY DUNN: Mr. Graham makes a motion  
22 to accept as presented. Mr. Waters seconds. All in  
23 favor of the motion show of hands. All opposed like  
24 sign. Show the motion carries unanimously.  
25 Moving on to Item number 4, Citizens Comments.  
26 Mr. Harmon calls your name, please state your name and  
27 district for the record. Address the Chair. You have  
28 three minutes, and keep matters on agenda items only  
29 this first go-around. Mr. Harmon.  
30 LEON HARMON: Mr. Chairman, there are two  
31 citizens signed up. First, Frank Pressly.  
32 FRANK PRESSLY: Okay. I'm addressing Item  
33 number 13. I'm Frank Pressly, District 2. I googled  
34 Allied Waste and the word indictment. And I got about  
35 twenty-five examples of times over the past twenty  
36 years that Allied Waste has been indicted for  
37 corruption and bribery.  
38 Now, my concern here is, we're dealing with a  
39 company that spanked us twenty years ago. And there  
40 was no reason that we had to sell (feedback from mic).  
41 What I handed out to you here is, on the first three  
42 pages was one of the dozens of articles that I picked  
43 out because it's kind of close to us here, although it  
44 involves a city council. And it shows that they were  
45 convicted of bribery and corruption related to Allied  
46 Waste. Now what I have attached to that is a copy of  
47 a contract, an EDS from Chicago, where Allied Waste is  
48 applying for a contract with Chicago. Now, if you  
49 notice on page 1, the name of the entity applying is  
50 Allied Waste Transportation Inc.

1           Now let me jump you forward to page 4 of that and  
2           you'll see down at the bottom it says, please provide  
3           ownership information concerning each person or entity  
4           that holds an anticipated interest. You'll see it's  
5           listed Allied Waste North America, Allied Waste  
6           Industries, Republic Services, and then Cascade  
7           Investment. Oddly enough, they have so many of these  
8           Allied Waste names, that they didn't even list Allied  
9           Waste Transportation so they don't -- they got so many  
10          names they don't even know their own name.

11          Now if you jump over to page 7, you'll see that  
12          the reason that they have done this is, pursuant to  
13          Municipal Code Chapter blah blah, neither the  
14          applicant nor any controlling person is currently  
15          indicted or charged with or has admitted guilt of and  
16          so on and so forth. Basically what they do is they  
17          sell the companies around to shell companies who are  
18          their own entities. If you look through these and  
19          look at their origins, they are all the same company,  
20          they're just sister companies, shell companies, and  
21          that's how they cover up the corruption of what they  
22          have been indicted for and reduce down to a single  
23          person the ownership of one of these contracts so that  
24          they don't have to say that they've ever been indicted  
25          and so forth.

26          I believe that we don't need to deal with a  
27          company that ripped us off. They may be the only  
28          player on the block right now but we have Greenville.  
29          We should be able to work something out with them.  
30          Whatever they're doing with other entities, should be  
31          good enough for us, too. The way I see it, the  
32          numbers they're giving us, we're going to spend a  
33          hundred and twenty million dollars with them in the  
34          next eighteen years. And why is it eighteen years?  
35          What happened to multiple year contracts that binds  
36          the hands of the Council and so forth? I mean it  
37          should be one year to one year. To have our own waste  
38          disposal, to build it and to run it for the next  
39          twenty years is ---

40                 LEON HARMON:           Time, Mr. Chairman.

41                 FRANK PRESSLY:        --- projected to cost about  
42          forty million dollars.

43                 TOMMY DUNN:           Time.

44                 FRANK PRESSLY:        We need to take that eighty  
45          million dollars ---

46                 LEON HARMON:           Next speaker, Elizabeth  
47          Fant.

48                 ELIZABETH FANT:       Elizabeth Fant, District 3.  
49          Well, I didn't know Mr. Pressly was going to be here  
50          tonight, and I didn't know he was going to talk on

1 that. But guess what, I was, too. I think there's  
2 too much hanky panky. We've gone through so much with  
3 these companies, I believe, and you can put it on the  
4 record, I believe that these waste companies are  
5 nothing but the pure Mafia.

6 We have distinguished gentlemen and ladies sitting  
7 up there. Do you want your name attached with that?  
8 I think that we need to pursue this a lot further.  
9 The landfills are a big part of where there is the  
10 corruption that is behind the scenes not only in  
11 Anderson County but other places. Y'all need to look  
12 hard and long before you hook up with this  
13 arrangement.

14 TOMMY DUNN: Next, Mr. Harmon.

15 LEON HARMON: That's all, Mr. Chairman.

16 TOMMY DUNN: Moving on next, Item number  
17 5, Issues concerning District 2. Ms. Floyd.

18 GRACIE FLOYD: Thank you. Tonight I  
19 wanted to talk about District 2. I am involved with  
20 all of Anderson County; every space, every inch, every  
21 mile. I am involved with Anderson County. But I am  
22 particularly involved with District 2 because that is  
23 the District that allows me to be here through their  
24 voting for me for the past eighteen years. And that's  
25 where my concern is.

26 This year -- well, first of all, I was unable to  
27 meet all of my goals for last year, but I did pretty  
28 good anyway. Those of you who called me, you know  
29 that I worked from the bed and did a pretty good job  
30 and was very comfortable while I did it. But I worked  
31 never the less. I will continue the work that we're  
32 going to do this year.

33 I want Anderson County to be more people friendly.  
34 All people friendly. I want Anderson County to focus  
35 on -- not on the fishing part of it, not on the sports  
36 part of it only, I want them to focus on every facet  
37 of it. The quality of living part. Clean  
38 neighborhoods. Communities where people are  
39 comfortable to live in. And I want us to look at the  
40 complaints that people come to us with.

41 On the quality of living for District 2, I would  
42 like to see our parks in District 2 a little better.  
43 I'm not asking for a Civic Center park, but I'm asking  
44 for a park that people can access right in their  
45 neighborhoods without having to go all the way up to  
46 the Civic Center.

47 I'm looking for Broadway Lake to start something  
48 this year. As you may or may not know, I have asked  
49 that Broadway Lake be turned into a facility where  
50 families could go to enjoy the water out there. It's

1 awful that we have people out there swimming around  
2 and there's this big old sign that says No Swimming  
3 Please, and then under the sign, you see the sheriff  
4 police people standing around looking. Either we're  
5 going to close it down or we're going to fix it up so  
6 it can be used. I've had this as a ongoing project  
7 for about two years. Nothing much has been done.  
8 They did a courtesy -- I feel like it was a courtesy,  
9 let's do this so we can get her to be quiet for a  
10 little while. But I want more than that. I really  
11 want more than that.

12 I received a letter from a family, a couple who  
13 recently used the house on McFalls Landing. Folks,  
14 they actually wrote me a letter thanking me for  
15 putting up with everything I went through to get that  
16 facility straightened up. They said that because we  
17 did that it's a pleasant place to enjoy. The letter,  
18 the little note that they sent me, it just made me  
19 feel so good, like, maybe we are on the right track  
20 about these things that we're trying to do. There are  
21 several parks around Broadway Lake. I would like to  
22 see them cleaned up some and something put there so  
23 folks can go out to enjoy. Like I said, I'm not  
24 asking for another Green Pond out there. All I'm  
25 asking for is it to be as nice as it could possibly be  
26 for the people who live in that area.

27 There are other things that District 2 will be  
28 working towards trying to accomplish in this year  
29 that's going to be people friendly and it's going to  
30 increase the quality of life.

31 I listened to the story about the lady who was on  
32 the ladder catching the babies as they were thrown out  
33 of a house that was on fire. She in turn threw it  
34 down. She said that was her job. She said that's  
35 what she was meant to do. She said she was doing only  
36 what was in her heart about her job. And I started  
37 thinking about Council. And I said, do we do what we  
38 need to do with the people who have problems that come  
39 to us? Or do we just chuck it off? Or do we not  
40 answer the telephones when they call? Or do we tell  
41 them we're going to call you back and we don't? Are  
42 we doing the same thing? Are we working to the extent  
43 of our position that we're supposed to be doing?  
44 Sometimes I don't think so. Sometimes I don't think  
45 so.

46 There's a lady who has an issue with zoning and my  
47 heart goes out to her. I can't help her. Number one,  
48 I'm not an attorney. Number two, the questions she  
49 asks I can't answer. But I know this lady needs some  
50 help. If she's wrong, then let's work with her and



1 show her that she's wrong. If she's right, then let's  
2 work with her and make it right.

3 But for District 2, that's what I pledge to do.  
4 That's what I pledge to continue to do. To work with  
5 people. To talk to people. I don't have an unlisted  
6 telephone nor do I have one of those things on my  
7 phone that will let you know who is calling. Anybody  
8 calls, I pick up the phone. Could be my child.  
9 Anybody calls, I pick up the phone. I'm having  
10 problems with my cell phone right now. Apple  
11 whatever, you know Apple's having problems. But you  
12 call my house, I answer the phone. I pledge to  
13 continue to work in this year. I don't know about  
14 next year. I can only talk about -- really I can only  
15 about this moment right now. But I'm going to push  
16 it, Lord, and I'm going to go through the year.

17 And I want you Council members to please join with  
18 me. Let's do a better job in representing our  
19 constituents. Let's answer the phone when they call.  
20 Let's try our best to help them solve their problems.  
21 Let's not put on a Pony Show -- let's say Dog and  
22 Pony Show -- for the people who voted for us to be up  
23 here. To represent them. And I'm asking you to let's  
24 be people friendly. Let's work with everybody here in  
25 Anderson County, the North, the South, the East and  
26 the West of Anderson County. If you've got a problem,  
27 then you've got a Council person. If you live in  
28 Anderson, then you've got a Council person. And if  
29 you've got a Council person, then that Council person  
30 should be us. And we should be the ones that are  
31 helping these people. If we don't know, let's find  
32 out.

33 And that is the -- my commitment to the citizens  
34 of all of Anderson County and to the citizens of  
35 Anderson County District 2. And I thank you.

36 TOMMY DUNN: Moving on now to the next  
37 item on the agenda. Year End PAWS Report. Mr. Allen.

38 TOM ALLEN: Thank you, Mr. Chairman.  
39 Can you hear me now? Am I on? Yeah, I want to take a  
40 few minutes tonight regarding the Animal Shelter, our  
41 PAWS shelter. (Inaudible). I wanted to talk a little  
42 bit about the animal shelter tonight and the great job  
43 that they're doing out there. As a lot of you know  
44 I've been pretty much involved in the animal  
45 protection business, and rewriting ordinances and so  
46 on. And I just wanted to read a couple of numbers to  
47 you tonight and then I'd like to introduce our  
48 veterinarian from the shelter if she'd like to say a  
49 few words. I'm not putting her on the spot, but,  
50 anyway.

1 Just to look at some of the things that have  
2 occurred. For instance, in 2016 there were 1449  
3 adoptions. This year there were 2895 adoptions.  
4 Euthanasia back in 2016 was 2986 animals. In 2017 it  
5 was only 409 animals euthanized. This is a great step  
6 forward. I think maybe spay and neutering is catching  
7 on in addition to the great job that they're doing at  
8 the animal shelter. And we're basically right now  
9 Anderson County is considered a no-kill shelter  
10 because their rate down there now, they're saving any  
11 place between 93 and 95 percent of all the animals  
12 either by getting them back to the owners or adopting  
13 them out or sending them out to other no-kill shelters  
14 around the state and around the country. Just doing a  
15 fantastic job.

16 And I'd like to introduce our vet. Kim, would you  
17 like to come up and say anything? If you would, you  
18 had mentioned something about what they're doing in  
19 Charleston and some of the state laws. That would  
20 probably be a better mike. This is Doctor Sanders,  
21 our veterinarian, in case you haven't met her.

22 KIM SANDERS: Just want to say thank you  
23 all for the support that you've given us over the last  
24 year. It's just been tremendous and we couldn't have  
25 done it without every bit of your support and all of  
26 your help. The goal for the state of South Carolina  
27 for the end of 2018 will be to no longer be  
28 euthanizing healthy dogs. And as one of their key  
29 resource centers, we are certainly headed in the right  
30 direction. We're really excited to be a big part of  
31 that and be one of the first states to have a no-kill  
32 initiative in place and to be one of the leaders for  
33 South Carolina. So thank you all for your support.

34 TOM ALLEN: Thank you. Really  
35 appreciate what you've done. I paid her five dollars  
36 earlier to say those nice things about Council. So  
37 it's okay.

38 But seriously, though, they're doing a wonderful  
39 job down there. And I encourage anybody, if you've  
40 not been down there, go down, adopt an animal, foster  
41 an animal, chip in a few dollars, take down some -- a  
42 bag of dog food, cleaning materials or any of the  
43 other things they need down there. So thank you,  
44 again, Kim, for what you do. And thank you, Ms.  
45 Floyd.

46 TOMMY DUNN: Thank you, Mr. Allen.

47 CINDY WILSON: Mr. Chairman, may I add?

48 TOMMY DUNN: Ms. Wilson.

49 CINDY WILSON: It was (microphone issues)  
50 brought before this Council, I guess it's been about

1 four, five years ago, implemented the low cost spay/  
2 neuter program and hopefully that's finally kicking  
3 in, too. But the new spirit at the (microphone issues  
4 again).

5 GRACIE FLOYD: Mr. Chairman.

6 TOMMY DUNN: Ms. Floyd.

7 GRACIE FLOYD: Mr. Allen, thank you for  
8 that report. But I do have a concern. In my  
9 neighborhood, we just recently received a cat, a black  
10 and white cat. We all wondered how it got there. But  
11 we have two cats now. I don't know if this cat is a  
12 product of the release -- I mean clip and release  
13 thing. But we do have a new cat in the neighborhood  
14 -- well, we had a new cat in the neighborhood. I saw  
15 him the other day, in the road, splashed. Splat.  
16 Somebody ran over him. When I got back, I was going  
17 to call somebody to come remove him. But when I got  
18 back it was a mess. Somebody else ran over the poor  
19 little cat who was not euthanized, who was just  
20 wandering the neighborhood. Then I went up on Main  
21 Street and I saw another cat that was dead, splash.  
22 On Main Street. And then I saw another one the same  
23 day. There's three dead cats in the middle of the  
24 street that were just lying there. I wish we could do  
25 something about that. Thank you.

26 RAY GRAHAM: Mr. Chairman.

27 TOMMY DUNN: Yes, sir.

28 RAY GRAHAM: I'd also like to commend  
29 Dr. Sanders and her staff on the excellent job you  
30 guys have done this year. Y'all are truly putting in  
31 a lot of hard effort and moving in a good direction  
32 and definitely want to commend you guys for the great  
33 job y'all have done and we appreciate all the hard  
34 work.

35 TOMMY DUNN: Anyone else? Also like to  
36 echo, I know it's very tough, I've said numerous  
37 times, that's one of the toughest jobs I believe you  
38 could have out there working that. I know I couldn't  
39 do it. And appreciate all what the staff does and  
40 under the leadership of Doctor Sanders. Been a  
41 remarkable turnaround. And doing a great thing and  
42 any way this Council can help, let us know. Thank you  
43 very much.

44 Moving on to Item number 7, Ordinance third  
45 reading, there are none. Item number 8, Ordinance  
46 second reading there's none. Item number 9, Ordinance  
47 first reading there's none.

48 Moving on to Item number 10 Resolutions 2018-007 a  
49 resolution directing the Anderson County Administrator  
50 to instruct Anderson County Planning staff to begin

1 the process of reviewing the Anderson County Code of  
2 Ordinances to streamline land development processes.  
3 Put that in the form of a motion.

4 CINDY WILSON: Second.

5 TOMMY DUNN: Second Ms. Wilson. Now  
6 discussion. I'd just like to explain that. Some of  
7 us have talked about it now for quite some time. Some  
8 of our ordinances contradict what the other one says.  
9 We just went back to something -- y'all remember last  
10 year I think it was we had an instance where we had to  
11 go through three readings so somebody could put a  
12 brick house in a place. Hopefully get somebody to  
13 come in, me and the Administrator's talked about it,  
14 me and Mr. Forman's talked about it, me and several  
15 Council members have talked about it and this is just,  
16 put this in motion to get something looked at and get  
17 done and report back to Council. Ms. Wilson.

18 CINDY WILSON: Very quickly. It's --  
19 along with what you've said there have been some  
20 comments out in the development community and the  
21 Board of Realtors and Building Association that they  
22 appreciate the better efficiencies that they have in  
23 permitting here, but we do have a few things to iron  
24 out. And I would hope that in the near future we  
25 could have a meeting with all those entities and the  
26 developers to sit down and go through things. We by  
27 no means want to discourage good development but we  
28 certainly want to make sure anything that is not --  
29 well, I should say, if they're applying for rezoning,  
30 or a radical change in use, then it does definitely  
31 need to go through the process and make sure it ends  
32 up really well. Thank you.

33 TOMMY DUNN: Thank you, Ms. Wilson.  
34 Anyone else? All in favor of the motion show of  
35 hands. All opposed like sign. Show the motion  
36 carries unanimously.

37 Move on to Item number 11 Bid Approvals. 11(a)  
38 Five Mile Sewer Line Phase Two. Requesting award of  
39 bid to low bidder Strack Incorporated. Bid of one  
40 point seven million dollar -- one million seven  
41 hundred nineteen thousand one hundred and seventy-one  
42 dollars and seventy-one cents. County has been  
43 awarded a RIA grant of a half million dollars and the  
44 remaining balance of the one point two and some change  
45 will come from the sewer fund balance. We have a  
46 motion to move this forward?

47 KEN WATERS: So moved.

48 CINDY WILSON: Second.

49 TOMMY DUNN: Motion Mr. Waters, second  
50 Ms. Wilson. Any discussion? Ms. Wilson.

1 CINDY WILSON: I always have a problem  
2 remembering our local preference and all. Did that  
3 play into this consideration?  
4 TOMMY DUNN: No, it didn't take effect  
5 in this. Mr. Carroll's shaking his head no.  
6 CINDY WILSON: Okay. Thank you.  
7 TOMMY DUNN: Yes, ma'am. Anyone else?  
8 All in favor of the motion show of hands. All opposed  
9 like sign. All abstentions. Show the motion carries  
10 with Mr. Waters, Mr. Allen, Mr. Dunn, Mr. Graham, Mr.  
11 Wooten, and Ms. Wilson in favor. And Ms. Floyd  
12 abstains.  
13 Moving on to Item number 11(b) Sheriff's cars.  
14 Twenty Dodge Chargers. Bid approval to Sheriff cars,  
15 twenty Dodge Chargers, requesting awarding to Global  
16 Public for six hundred and one thousand seventy-five  
17 dollars. Council approved one million dollars in the  
18 current capital budget for patrol cars and this will  
19 be paid from those funds. Do we have a motion to move  
20 this forward?  
21 KEN WATERS: So moved.  
22 TOMMY DUNN: Motion Mr. Waters. Do we  
23 have a second?  
24 CINDY WILSON: Second.  
25 TOMMY DUNN: Second Ms. Wilson. Now  
26 discussion? Have any discussion?  
27 GRACIE FLOYD: Yes, I do.  
28 TOMMY DUNN: Ms. Floyd.  
29 GRACIE FLOYD: Okay. Briefly, could I  
30 find out more about the twenty Dodge Chargers. Now I  
31 know you said that the money was put in the budget for  
32 this, right? Under the Sheriff's department, I mean  
33 in the Sheriff's department budget?  
34 TOMMY DUNN: Part of Sheriff's  
35 department in our capital budget. Yes, ma'am.  
36 GRACIE FLOYD: Okay. And it was enough to  
37 buy twenty of the Dodge ---  
38 TOMMY DUNN: Uh-huh (affirmative).  
39 GRACIE FLOYD: Okay. All right. I want  
40 to ask one question. The Sheriff cars, will -- is  
41 this going to be in addition to the others that are  
42 there, right? Do we have any that are going -- that  
43 we're going to retire?  
44 TOMMY DUNN: They are retiring some,  
45 yes, ma'am.  
46 GRACIE FLOYD: I beg your pardon?  
47 TOMMY DUNN: They are retiring some, but  
48 I'll let -- they shaking their head, yeah, they are  
49 retiring some for this and they've already tired some.  
50 They've got an on-going, online selling cars.

1 GRACIE FLOYD: Okay. All right. I'll  
2 call. Thank you.

3 TOMMY DUNN: Anyone else? All in favor  
4 of the motion show of hands. All opposed like sign.  
5 Show the motion carries unanimously.

6 Moving on, Report from the Planning and Public  
7 Works Committee meeting held January 8th, 2018.  
8 Chairman Wilson. Ms. Wilson.

9 CINDY WILSON: Thank you, Mr. Chairman.  
10 We had discussion concerning recreational space as an  
11 issue brought about most recently at Town Hall  
12 meetings conducted by Mr. Waters in the Powdersville  
13 area for the Northeast County Comprehensive Land Use  
14 Map and Plan. The feedback from those meetings  
15 indicates a desire by some new residents in the area  
16 for more parks.

17 The county currently owns 36 parks with five  
18 hundred and fourteen acres, not including city, state  
19 and national parks, with many ballfields, picnic  
20 shelters, walking tracks, playgrounds, tennis courts,  
21 boat ramps and lake parks. We recognize that many of  
22 these new residents are coming from high taxed areas  
23 for jobs and retirement to our much lower taxed  
24 county. They are locating in dense residential  
25 developments which have no places for adults to walk  
26 or play areas for children. We requested Mr. Michael  
27 Forman, Planning Director, to review what and how  
28 other locals address this matter in developments and  
29 to report back to us.

30 Next we received an update regarding solid waste.  
31 A quick recap of our efforts is as follows. The solid  
32 waste disposal contract of the last twenty years  
33 expired 12-31-17. It was a deal put together by the  
34 previous administration, which included the giving of  
35 our Big Creek county-owned landfill for two million  
36 dollars to a subsidiary of Laidlaw International,  
37 along with the disposal and hauling contracts, without  
38 benefit of public competitive bidding. These  
39 contracts were tied to CPI resulting in annual price  
40 increases.

41 We began deliberations in June as we concluded the  
42 2018 budget, completely -- and complete and fully  
43 executed closing documents could not be found.  
44 Attachments consisting of schedules and engineering  
45 reports could not be found. Our committee met several  
46 times during June and July. As time was shortening  
47 our committee requested that a request for  
48 qualifications be sent to any and all possible  
49 facilities within a reasonable drive. The packages  
50 were sent out September 20th and two responses were

1 received on October 19th. One for Greenville County's  
2 Twin Chimneys Facilities across the river and Waste  
3 Connections, the current owner of the former Anderson  
4 County Big Creek landfill. Greenville County offered  
5 to take Anderson County municipal solid waste for  
6 seventeen dollars a ton, no CPI, construction and  
7 demolition for fifteen dollars a ton, e-waste twenty  
8 cents a ton, yard waste fifteen dollars a ton and so  
9 on. Waste Connections is currently billing Anderson  
10 County at twenty-nine dollars and fifty-two cents per  
11 ton, but offered to reduce to twenty-seven fifty-three  
12 per ton for municipal solid waste, continuing to tie  
13 to CPI and other considerations.

14 When we met in November we requested further  
15 negotiations with Greenville County and Waste  
16 Connections. Greenville's response was removed from  
17 consideration as our county attorney believes that  
18 their unwillingness to post a one million dollar  
19 performance bond and not having a transfer site in  
20 Anderson County disqualified them.

21 In addition to those items Council members were  
22 concerned about the increased cost for hauling for our  
23 municipalities and small haulers tied to the  
24 additional mileage and the possibility that Greenville  
25 County Council could increase the cost to users by a  
26 vote.

27 It was requested by our committee members to staff  
28 that negotiations continue with Waste Connections to  
29 further reduce the cost to the county considering the  
30 seven hundred thousand dollar difference between the  
31 two facilities. By December 8th we were informed of  
32 an improved price from Waste Connections for twenty-  
33 four dollars and ninety-nine cents per ton, still tied  
34 to CPI. Our committee expressed that while that  
35 number was heading in the right direction, there was  
36 still a substantial gap between the parties, even  
37 considering the additional hauling expense. We also  
38 made an informal request for a thirty day extension on  
39 the contract, as the December 31st expiration and the  
40 holidays were fast on us.

41 As Committee Chair, I frequently asked our  
42 Administrator for updates. At our January 2nd Council  
43 meeting, I spoke with our solid waste director asking  
44 for the latest news and he stated that the company had  
45 come back at twenty-three dollars per ton. I thanked  
46 him for his work and congratulated him on a number  
47 that looked very supportable. We set a date for our  
48 next Planning and Public Works Committee meeting for  
49 January 8th. We were into our 30 day extension that  
50 had been granted.



1 Friday afternoon I made an almost daily trip to  
2 the courthouse to inquire as to new developments and  
3 to pick up paperwork for the Monday meeting.  
4 Reviewing paperwork that evening it was discovered  
5 that on December 29th our Administrator had received a  
6 memo from our solid waste director outlining the  
7 negotiated items with the company. And that is as  
8 follows.

9 I'll just go through the numbers. The initial  
10 disposal rate of twenty-three dollars and ninety cents  
11 per ton is item 1. Item 2 is a fifteen year term for  
12 Anderson County's municipal solid waste and  
13 construction and demolition. 3 is a four percent  
14 increase of disposal rate that would take place in the  
15 sixth and the eleventh years of the contract, not tied  
16 to CPI now. Item 4, Anderson County approves an  
17 annual tonnage cap increase from four hundred and  
18 thirty-eight thousand tons to eight hundred and  
19 seventy-six thousand tons as approved by DHEC. Number  
20 5, Anderson County approves a lateral expansion  
21 subject to the submission of project details that meet  
22 all local, state and federal requirements. Item 6,  
23 Anderson County exercises the two one-year extensions  
24 for current hauling contract. 7, host fees will  
25 continue as in current contract.

26 Our committee -- oops -- our committee had met on  
27 Monday the 8th, of course, to discuss the  
28 aforementioned recreational space and the new solid  
29 waste considerations. It was very disappointing to  
30 note the delay in advising the Committee Chairman and  
31 in whose district the facility resides. We discussed  
32 that while it was believed that the numbers were  
33 supportable and would probably receive County Council  
34 approval, the doubling of capacity and the lateral  
35 expansion at this late a date would throw a wrench  
36 into the situation, making the existing timetable  
37 unworkable. We requested our county attorney to  
38 advise us to the possibility of a one to two year  
39 extension on the contract, if it was legal, under our  
40 county procurement codes, allowing our County Council,  
41 county citizens, the company and the residents time to  
42 explore all avenues. I requested that items 4 and 5  
43 be set aside and be addressed in a more timely manner  
44 and separately.

45 We agreed to reconvene on Friday, the 12th to  
46 receive our attorney's opinion and to further discuss  
47 solutions. At our new business we quickly  
48 acknowledged our hazmat team and their cleanup work on  
49 the 3rd tanker spill and turn-over near the landfill.  
50 And that concluded our January 8th meeting.

1 Shall I continue with January 12?

2 TOMMY DUNN: Yes, ma'am.

3 CINDY WILSON: Our committee reconvened  
4 with a 30 minute delay allowing members to participate  
5 in the Tri-County Tech ribbon cutting. Mr. Allen  
6 filled in for one of our members who could not come.  
7 Our County Administrator who could not be with us had  
8 released his opinion to us the afternoon before that a  
9 one to two year extension would violate our  
10 procurement codes. Therefore -- excuse me -- there  
11 was a general consensus that our committee would  
12 support the items other than four and five and those  
13 items we would save -- with those items excluded, the  
14 county would save finding and building an estimated  
15 one point six million dollar transfer station and  
16 renegotiating new hauling contracts. We had a very  
17 spirited discussion regarding the increased capacity  
18 and the lateral expansion items. The company had sent  
19 a new memo stating that they wanted approval for six  
20 hundred and fifty-seven thousand tons per year down  
21 from eight hundred and seventy-six thousand tons per  
22 year. The current capacity is four hundred and  
23 thirty-eight thousand tons per year, of which, by  
24 contract, Anderson County is disposing approximately  
25 sixty-six thousand tons per year.

26 Additionally we requested a report outlining what  
27 amount is being disposed of by companies in our county  
28 and how much out of county trash is coming in.  
29 Anderson County currently uses eighteen to nineteen  
30 percent of the annual capacity. This report has yet  
31 to be obtained, but should be shortly. However, a  
32 review of the Daniel report of 2009 shows the  
33 following numbers, starting with 2004.

34 That year, and I'll just round up, three hundred  
35 and forty-six thousand six hundred and twenty tons.  
36 2005, approximately at least three hundred and sixty-  
37 nine thousand seven hundred tons. 2006, three hundred  
38 and fifty-five thousand tons. 2007, three hundred and  
39 forty-four thousand tons. 2008, three hundred and  
40 seventy-two thousand six hundred tons. 2009, two  
41 hundred and thirty-six thousand eight hundred tons.

42 South Carolina DHEC, in response to my questions  
43 last week, stated that for 2017 Waste Connections  
44 received three hundred and forty-six thousand four  
45 hundred and fifty-one tons of the four hundred and  
46 thirty-eight thousand tons per year, which is 79.1  
47 percent, just shy of a 20 percent trigger for  
48 expansion application. We also discussed a variety of  
49 complaints from the community regarding the landfill,  
50 including litter, heavy truck traffic, eighteen

1 wheelers on roads that (MICROPHONE ISSUES). As we had  
2 very mixed feelings from the Council members present,  
3 we do not have a motion to bring to you tonight as  
4 there would be too many working parts on a timetable  
5 that wouldn't allow for items 4 and 5 to be part of  
6 the contract, and then as required to be in the solid  
7 waste plan, part of the County Comprehensive Land Use  
8 Map and Plan as multiple public hearings and three  
9 ordinance readings would be required.

10 We then moved on to examining some photographs and  
11 descriptions of some of the camper and tent dwelling  
12 issues that have been provided to our committee by one  
13 of our Planning Commission members. We adjourned.

14 Just by way of notification prior to our County  
15 Council meeting tonight, Chairman Dunn called and  
16 there have been some new developments pertaining to  
17 the solid waste matter. And I would like to ask Mr.  
18 Dunn if he would bring us up to date on that, please.

19 TOMMY DUNN: Yes, ma'am. Through the  
20 negotiations, as we discussed Friday at the committee  
21 meeting, to carry on further negotiations, and as our  
22 attorney, Mr. Harmon, and department head, division  
23 head, Mr. Greg Smith did, the company has agreed to  
24 pull 4 and 5 out of the contract. It also agreed to  
25 -- we talked about -- Mr. Allen brought up the two  
26 main problems the smell and the litter -- to address  
27 these issues. Get the litter picked up daily and work  
28 with Mr. Smith on the smell.

29 And so I think with those concerns out, it will  
30 be, as I've said earlier the items 4 and 5 will be  
31 brought up at a later date. The company did say that,  
32 some time to work on, give us time to work on some  
33 things getting them. But this much is it. They've  
34 agreed to this to go ahead and get the contract out.

35 CINDY WILSON: Pardon?

36 TOMMY DUNN: They've agreed to this,  
37 take those out and get the contract out.

38 CINDY WILSON: So we will take up the  
39 contract in written form very soon, I would presume.

40 TOMMY DUNN: Well, my thing would be,  
41 somebody makes the motion to take it up tonight, we  
42 can move on with it. It would be giving the authority  
43 -- it would be just like we said taking 4 and 5 out  
44 which we all agreed on.

45 CINDY WILSON: Shall I make the motion  
46 that we move forward with the contractual agreement  
47 with the landfill pending approval of what's in the  
48 document?

49 TOMMY DUNN: Yes, ma'am.

50 CINDY WILSON: And a proper public

1 hearing.

2 TOMMY DUNN: Ms. Wilson makes a motion,  
3 Mr. Wooten seconds it. Now discussion?

4 CINDY WILSON: May I quickly say how much  
5 I greatly appreciate my fellow Council members' real  
6 hard work on this. And we've had community input.  
7 The staff was run ragged during this time. We are  
8 very grateful. It goes without saying that trash,  
9 garbage, solid waste whatever you want to call it, the  
10 sooner it's out of sight, it's out of mind. But  
11 that's not so in a lot of areas of our county.

12 This probably represents about a forty-five  
13 million dollar contractual agreement going forward for  
14 the next fifteen years. So that's very important to  
15 our county citizens and we welcome working with this  
16 company and the community.

17 TOMMY DUNN: Mr. Graham.

18 RAY GRAHAM: Yes, Mr. Chairman. This  
19 has definitely been -- it's probably one of the  
20 biggest headaches since I've been on Council. Mr.  
21 Smith, Leon and all the staff that's been involved in  
22 having to listen to us to say go back and let's  
23 renegotiate, definitely commend you guys for the job  
24 well done. Ms. Wilson, I definitely commend you for  
25 being persistent and I think we can definitely say we  
26 have got an excellent deal here.

27 What impresses me probably the most is basically  
28 eleven years from now, we're going to be paying less  
29 than what we're paying today. We've got to have a  
30 place to put our solid waste, and, you know, through  
31 y'all's hard work, y'all have been able to save the  
32 county a lot of money and we definitely appreciate  
33 y'all's diligence on that.

34 TOMMY DUNN: Thank you. Ms. Floyd.

35 GRACIE FLOYD: Thank you. We're going to  
36 make a vote on something in a few minutes. But are we  
37 voting on? Are we voting to accept the information  
38 that we received from the Anderson Regional? Are we  
39 going to stay with them?

40 TOMMY DUNN: Yes, ma'am.

41 GRACIE FLOYD: Are we voting to move on to  
42 Twin Chimneys?

43 TOMMY DUNN: We're moving to stay with  
44 the company we're with now.

45 GRACIE FLOYD: And that's Anderson  
46 Regional.

47 TOMMY DUNN: Yes, ma'am.

48 GRACIE FLOYD: Yes.

49 TOMMY DUNN: And with the price  
50 reduction.

1 GRACIE FLOYD: And removing 4 and 5.  
2 TOMMY DUNN: Yes, ma'am.  
3 GRACIE FLOYD: Out of the contract.  
4 TOMMY DUNN: That's right.  
5 GRACIE FLOYD: So we are not going to  
6 entertain the Twin Chimneys thing; right?  
7 TOMMY DUNN: No, ma'am.  
8 GRACIE FLOYD: Good. Okay.  
9 TOMMY DUNN: Anyone else?  
10 CRAIG WOOTEN: I'd like to say, being a  
11 committee member, I think the best negotiations are  
12 the ones that end up in your favor, are sometimes  
13 lengthy, tiresome and uncomfortable. But it was a  
14 true effort by the committee to get what was best for  
15 Anderson County.  
16 And I do, I also want to commend Mr. Smith and his  
17 efforts because it's a tough job to go back and forth  
18 and make something like this happen. You know, Ms.  
19 Wilson's efforts, I mean, were tremendous in this. I  
20 really feel comfortable that we exhausted every means  
21 to get a good deal for Anderson County. It went from  
22 twenty-nine to twenty-seven to twenty-four to twenty-  
23 three. So we're getting a higher level of service  
24 while saving money for the county. With the lateral  
25 expansion and the capacity being taken to another  
26 time, it allows us to give it to them should we deem  
27 it necessary to keep providing for the county, but it  
28 also allows for input. And so I think this was a win-  
29 win all the way around. I want to thank Mr. Dunn's  
30 leadership as chairman to sort of bring us together on  
31 this and it's a win and I think it's, you know, we  
32 always used to say, legislation ordinances is not  
33 pretty. But when it pushes back and forth like it  
34 did, I think we got the best product.  
35 GRACIE FLOYD: Mr. Chair.  
36 TOMMY DUNN: Ms. Floyd.  
37 GRACIE FLOYD: Yes, thank you for letting  
38 me speak again because I do have one other thing to  
39 say. I was not at the meeting, but I was there. I  
40 want to -- I know we give awards to our people who do  
41 a good job, even though we pay them the big bucks. We  
42 say, oh, what a good job you've done, blah, blah,  
43 blah. But I really do want to commend Greg Smith. I  
44 worried that man to death, explaining this to me and  
45 explaining that to me and what happened here and what  
46 happened there. And he hung with me. This man went  
47 above and beyond the paycheck that we pay him, because  
48 I know I got my couple of dollars out of it, the work  
49 that you did. Greg, the only thing I can say to you  
50 is you go, boy. You did it. You hung in there with

1 me. Thank you.

2 TOMMY DUNN: Anyone else?

3 KEN WATERS: Just to ---

4 TOMMY DUNN: Mr. Waters.

5 KEN WATERS: I have to say, Ms. Wilson,

6 she hung in there for a long time, and so I appreciate

7 that hard work, because I'll tell you what, we've been

8 working on this, what, about a year? So that was a

9 long year and we definitely run the race on this one.

10 But she did. I commend you for hanging in there, Ms.

11 Wilson. You done a good job. Thank you, ma'am.

12 CINDY WILSON: Thank you.

13 TOMMY DUNN: Just want to say I want to

14 thank the committee, but I also want to thank Mr.

15 Harmon and Greg Smith for what they done. They went

16 back and done this negotiation time in. And Mr.

17 Carroll. The staff. Greatly appreciate it. Anything

18 we do in the county is a team effort and we appreciate

19 this, moving forward. Just want to remind you, we've

20 got this part out, we still got hurdles to climb.

21 Let's get on it. Get to it.

22 CINDY WILSON: You have our pledge to

23 begin that process before long. And we're going to

24 use the Duke Power approach to the coal ash removal as

25 a template. All the people over there commented on

26 how much they appreciated their input being respected

27 and the relationship with Duke Power. I think we can

28 carry that spirit forward with this company and other

29 issues over there and people will be much happier.

30 Thank you.

31 TOMMY DUNN: Thank you, Ms. Wilson. If

32 nothing else, we'll call for the vote. All in favor

33 of the motion show of hands. All opposed like sign.

34 Show the motion carries unanimously.

35 Moving on to Item number 14, Report from Public

36 Safety/Health and Human Services Committee meeting

37 held January 16, 2018. Chairman Graham. Chairman

38 Graham.

39 RAY GRAHAM: Thank you, Mr. Chairman.

40 I'll go ahead and apologize. This is a little

41 lengthy, but I'm going to speed through it. Just want

42 to share some information with everyone.

43 First and foremost, Lieutenant Baker, who -- is he

44 still here? Lieutenant Baker and his staff was here

45 tonight. Once again they have done a remarkable job

46 as far as getting us up to date on plans. They have

47 submitted to Anderson County and Oconee County a

48 Natural Hazard Mitigation Plan to the committee today.

49 And each one of you guys should have a copy of that

50 before you tonight. The committee voted to bring this

1 forward with full support. So at this time I'd ask  
2 the Chairman if we could vote on that.

3 TOMMY DUNN: Coming from the Public  
4 Safety Committee doesn't need a second. Are there any  
5 discussion? All in favor of the motion show of hands.  
6 All opposed like sign. Show the motion carries  
7 unanimously.

8 Just for the record, show Ms. Floyd stepped out of  
9 the room. Six in favor.

10 I'd just like to add -- Mr. Chairman, if you would  
11 give me just a second. I'd just like to add I want to  
12 thank Lieutenant Baker and his whole staff for all the  
13 work they've done on this and the great job they've  
14 done since coming in. Nothing heard but good things.  
15 Keep that snow and ice away from us tonight, you'll be  
16 doing a great thing. Appreciate that.

17 RAY GRAHAM: Thank you, Mr. Chairman.  
18 Lieutenant, definitely thank you guys, you and your  
19 staff, for the hard work on getting all these plans  
20 updated. Definitely appreciate the persistence that  
21 you guys have shown on this.

22 Going on with other matters, we did discuss  
23 dispatch being -- MedShore dispatch being placed in  
24 Central Dispatch. We've discussed this several times.  
25 To my understanding, everything should be in place so  
26 we should be able to move forward with that within the  
27 next month. Steve Kelly -- he had another meeting  
28 tonight -- but he is going to be working with the  
29 Sheriff's department and dispatch to ensure we can  
30 have a smooth transition with that. That there is  
31 going to be very important on some of our issues we've  
32 been having with EMS with dispatch time. That's going  
33 to be very important as far as moving forward and  
34 helping create a better response as far as to our  
35 citizens. So I'll definitely commend them as far as  
36 moving forward with that.

37 The other things we discussed was the EMS as far  
38 as new contracts in terms of contracts. In talking,  
39 we actually had I think about five of the providers  
40 represented today at the meeting. We actually had  
41 five providers I think represented today. One of the  
42 biggest things, and Steve kind of echoed this, you  
43 know, we're still having issues with the EMS system.  
44 I'm not going to sit up here and paint a rosy picture  
45 that everything is perfect. But Steve and his staff,  
46 along with the providers, have worked diligently on  
47 ensuring that we are moving forward. Moving forward  
48 in a positive direction. If there's issues that comes  
49 up, you know, it's not a matter of pointing fingers,  
50 you know, what are we doing wrong. It's a matter of



1 coming together and trying to determine what can we do  
2 to make it right. I definitely commend these guys for  
3 the hard work on this. As each one of my fellow  
4 Council members knows, you know, we're going to be  
5 looking at pursuing another contract as far as with  
6 EMS providers in the very near future. What myself  
7 and the committee don't want to take place this come  
8 June, we're having to do an extension, or we're having  
9 to basically scratch our heads and figure out where  
10 we're going from here. So at this time, I'd like to  
11 put forth, Mr. Chairman, in the form of a motion, to  
12 direct the County Administrator to develop appropriate  
13 documents to provide for a long term contract of at  
14 least three years with possible two year extension for  
15 EMS services within Anderson County. And you know,  
16 what this is -- I guess I need to see if I can get a  
17 second before we discuss it.

18 TOMMY DUNN: Was that?

19 RAY GRAHAM: That's a motion to do that.

20 TOMMY DUNN: That didn't come out of  
21 committee, did it?

22 RAY GRAHAM: That did not come out of  
23 the meeting. We talked about this and basically we  
24 was trying to figure out -- and I actually spoke with  
25 the county attorney to ensure that we were, you know,  
26 basically covering our bases as far as on the  
27 procurement and whatnot.

28 TOMMY DUNN: Mr. Graham's got a motion  
29 on the floor to instruct the Administrator to start  
30 drawing up the paperwork to try to get some extension  
31 contracts. We have a second?

32 KEN WATERS: Second.

33 TOMMY DUNN: Second Mr. Waters. And  
34 what this is a help do, too, is not only on our side,  
35 but our EMS providers where they can make some plans.  
36 Not knowing what's going to happen tomorrow and taking  
37 that uncertainty out of things. And get things in.  
38 That's what we need to be able to start doing. The  
39 sooner the better. And again, they get this done, the  
40 Council will -- come back before Council and Council  
41 will, you know, vote on it. This is just giving the  
42 Administrator to go out and do that. Mr. Chairman.

43 RAY GRAHAM: That's exactly right. This  
44 is basically in good faith showing the desire of the  
45 Council is to pursue a three year contractual  
46 agreement with the EMS providers so basically take and  
47 move forward, you know, whether it's pursuing new  
48 equipment, an ambulance or whatnot. It's hard to  
49 knock on the door at the bank and ask to borrow money  
50 for an ambulance when you've got a one year

1 contractual agreement that's basically sustaining you.  
2 So in a sense, it's kind of putting the efforts back  
3 in their hands. They have definitely -- and again,  
4 I'm kind of echoing Steve Kelly, the Director of EMS,  
5 his opinions and also, you know, what we have spoke  
6 concerning this in the meeting today. They have truly  
7 done an excellent job as far as moving forward.  
8 Again, we're not where we truly need to be, but we're  
9 moving in that direction. And that's the purpose of  
10 this.

11 TOMMY DUNN: Any more discussion?

12 GRACIE FLOYD: Mr. Chairman.

13 TOMMY DUNN: Ms. Floyd.

14 GRACIE FLOYD: First of all, is Steve  
15 here? Who's Steve?

16 TOMMY DUNN: He's the EMS director. No,  
17 ma'am. He had another meeting to go to. He's not  
18 here tonight.

19 GRACIE FLOYD: Oh, so Steve isn't here.  
20 Okay. This three year contract that the Administrator  
21 will do up, who is it for? Will he go -- is it a  
22 blank three year contract that we will give to  
23 whomever later on? Is that we're saying here now?  
24 Not going to make the contract to anybody, we're just  
25 going to say, here is the agreement on the contract.  
26 Or here's what we want. Now, go ahead and fix us up a  
27 contract to use later on. Is that what it is?

28 TOMMY DUNN: It's your motion, I'll let  
29 you go ahead.

30 RAY GRAHAM: Leon, if you, or Mr.  
31 Harmon, if you could, please, sir.

32 LEON HARMON: Yes, Ms. Floyd. The  
33 agreements we have in place now, is more than a fill-  
34 in-the-blank contract. It was basically a one year  
35 extension to the previous contract that included a  
36 very extensive specification as to how each provider  
37 would operate. And we would have medical control  
38 oversight as well in that process. And so, I would  
39 anticipate that these contracts would follow a similar  
40 arrangement in the future. (Nothing verbalized -  
41 don't know who is speaking) Oh, okay. The contracts  
42 would be with the entities and where they currently  
43 provide services. For example, MedShore here in their  
44 zone of operation. Pendleton. That type of thing.

45 GRACIE FLOYD: Okay. But it's not like a  
46 -- I'm trying to compare it to something else that we  
47 do, if we do something else like that. It's not like  
48 a contract, let's say we're going to hire a nurse for  
49 Anderson County. Okay. It's not like we're going to  
50 write the qualifications and everything else we want.

1 It's not like that, it's from this nurse and then when  
2 we hire her then we give her the contract. Is that  
3 it?

4 LEON HARMON: No, ma'am. It's not like a  
5 job description for a nurse, which is probably what we  
6 would do.

7 GRACIE FLOYD: Is it a binding contract?  
8 LEON HARMON: Yes, ma'am.  
9 GRACIE FLOYD: What would we be binding  
10 to?

11 LEON HARMON: It would be a contract  
12 between the provider for a particular area and the  
13 county, Anderson County.

14 GRACIE FLOYD: Have we done anything like  
15 that before? Can you give me an example? Maybe I can  
16 put the two of them together.

17 RUSTY BURNS: Ms. Floyd, we have operated  
18 under existing contracts with MedShore and all of the  
19 local EMS providers for some time. What the basis of  
20 this contract is, is as a result of the study that we  
21 did. And in the new contract we put response times,  
22 how fast an ambulance should be there. Who should be  
23 on these ambulances. It also includes other things  
24 like oversight by Mr. Kelly who is our EMS Director.  
25 So it prescribes what the Council expects them to do.  
26 But it also provides to those providers what they  
27 expect us to do. That's primarily it in a nutshell.  
28 So, yes, ma'am. This is a new one, but we've done it  
29 for years.

30 GRACIE FLOYD: Oh, okay. All right. Mr.  
31 Burns, I thank you. Because it was being presented  
32 like it was something brand new that we've never done  
33 before, but have we done it for three years before or  
34 just one year?

35 RUSTY BURNS: Done it for an extensive  
36 period of time and we have taken contracts of three  
37 years and then we have optioned the next year and the  
38 next year. So yes, ma'am, we have.

39 GRACIE FLOYD: So we're not doing anything  
40 to give any one entity an edge over what -- everybody  
41 will get the same thing, right?

42 RUSTY BURNS: Yes, ma'am. Everybody will  
43 be fed from the same spoon precisely.

44 GRACIE FLOYD: Okay. Thank you. I  
45 understand. Thank you.

46 TOMMY DUNN: And like I said, this is  
47 just giving the Administrator and his staff the orders  
48 to do this, to carry it out for lack of a better term.  
49 All the nuts and bolts Council will look at and vote  
50 on, discuss, debate, whatnot. Anything else? All in

1 favor of the motion show of hands. All opposed like  
2 sign. Show the motion carries unanimously. Mr.  
3 Chairman.

4 RAY GRAHAM: Thank you, Mr. Chairman.  
5 Thank you, fellow Council members, for your support on  
6 that. Run down just a brief update as far as on the  
7 EMS. This is basically some information that Steve  
8 shared as far as what his staff has been able to see  
9 was accomplished. As most of you know we have  
10 basically taken ALS 1 and ALS 2, which is the two  
11 QRVs. One of them is stationed at Three and Twenty  
12 Fire Department. The other one is in place at Zion  
13 Fire Department. Those chosen places were determined  
14 through reviewing the call volume in those areas and  
15 they seem to be working well as far as providing  
16 services to those areas.

17 Vehicle stock and all the non-essential vehicles  
18 was turned back in the fleet. I think they turned in  
19 back five vehicles that was basically assigned to EMS  
20 division, so that's back in the fleet services at this  
21 time. All hard inventory has been inventoried.  
22 Basically all policies in Central dispatch concerning  
23 EMS has been updated. Also they have went through and  
24 ensured, basically updated the new basic care  
25 protocols. All that has been signed and put in place  
26 with all EMS providers, basically ensuring all the  
27 care being provided is on the same page. That has  
28 been updated and definitely done a great job on that.

29 They've increased the amount of community outreach  
30 programs. They've also trained over sixty deputies in  
31 bleed control and CPR and also put stop bleed kits  
32 assigned to each one of those deputies to be able to  
33 utilize in the field.

34 Employee roster for the QRV response has been  
35 updated. I think they ended up removing fifteen  
36 employees that was not able to work no more and  
37 basically replaced five part-time medics to provide  
38 that service.

39 Dr. Stoll is still in the process of completing  
40 his medical control board. Hopefully that's going to  
41 be in place within the next few weeks or within the  
42 month. That's probably the big thing that's probably  
43 still lacking to get completed with the EMS system, so  
44 hopefully we can move forward with that and continue  
45 moving the program forward.

46 At this time, that's all Director Kelly had to  
47 report and that's all that was covered in the Public  
48 Safety meeting today.

49 TOMMY DUNN: Appreciate it, Chairman  
50 Graham.

1 Moving on to Item number 15, we've had a request  
2 to go into Executive Session with personnel matters at  
3 the Sheriff's department. We have a motion?

4 RAY GRAHAM: Make a motion we go into  
5 Executive Session concerning personnel matters with  
6 the Sheriff's department.

7 TOMMY DUNN: Motion Mr. Graham. Second  
8 by Ms. Wilson. All in favor of the motion show of  
9 hands. All opposed like sign. Show the motion  
10 carries unanimously.

11 We'll just step right back here in the back, if  
12 that's all right.

13 **(EXECUTIVE SESSION)**

14 CINDY WILSON: ... make the motion that we  
15 come out of Executive Session having received a  
16 promotion from the Sheriff's Department regarding  
17 personnel matters.

18 TOMMY DUNN: And taking no action. We  
19 have a motion Ms. Wilson. Have a second by Mr.  
20 Graham. Any discussion? All in favor of the motion  
21 show of hands. All opposed like sign. Show the  
22 motion carries unanimously.

23 Moving on to Item number 18 -- I'm sorry, number  
24 16, appointments. Are there any appointments? Make  
25 sure there ain't none.

26 Item number 17, Requests from Council members.  
27 Mr. -- just let me say before we go into that, if you  
28 haven't been checked, the one down for the South  
29 Carolina Chapter of the American Planning Association.  
30 They're hosting a thing in Anderson County. It's very  
31 good honor to have this be hosting this in Anderson  
32 County and they could use a few hundred dollars if we  
33 could spare it out of our rec thing and help them host  
34 this thing. Want to put that plug in.

35 And at this time, Mr. Waters.

36 KEN WATERS: I have none at this time.

37 TOMMY DUNN: Okay. Mr. Allen.

38 TOM ALLEN: Can I use your mike?

39 TOMMY DUNN: I'd charge him.

40 TOM ALLEN: Thank you, Ms. Floyd.

41 Yeah, I have a couple here. Make sure I'm on the  
42 right page here. There was one on here that I'm going  
43 to hold off on, I think, and that is the one -- and  
44 they may hate me for this -- school district 4 is  
45 asking for money from each of the Council members.  
46 They've been invited to Carnegie Hall to perform,  
47 which is a real honor. I kind of want to check on  
48 this, though, because -- and I know this may not sound  
49 good -- but with the one penny sales tax they have  
50 that they've received this year, they're getting over

1 twenty-five million dollars a year throughout the  
2 school districts from those taxes. None of it is  
3 going to academics. None of it is going into the  
4 classroom. And that's by referendum, the way it was  
5 written. But we have really nice new football fields,  
6 new scoreboards, new weight rooms. We've had new  
7 roofs, new air conditioning systems put on. Can they  
8 not find a couple of thousand dollars out of that  
9 money to send the kids to New York? That's the  
10 question I have. So at this time, I'm going to hold  
11 off on that one until maybe I find out more  
12 information on whether they can do that or not.

13 So I'd like to go on to the next one on the list,  
14 which was the Anderson County American Planning  
15 Association. I'd like to do two hundred dollars out  
16 of my rec account for that. Put that -- well, I've  
17 got one more to do, too, and then I'll just put them  
18 both in the form of a motion. And, of course, I can't  
19 find the other one I was looking for. But anyway,  
20 it's the beauty pageant. And I'd like to take another  
21 two hundred dollars out of my rec funds for the beauty  
22 pageant. And I put both of those in the form of a  
23 motion.

24 TOMMY DUNN: Have a second?

25 KEN WATERS: Second.

26 TOMMY DUNN: Second Mr. Waters. Any  
27 further discussion? All in favor of Mr. Allen's  
28 motion show of hands. All opposed like sign. Show  
29 the motion carries unanimously. Anything else, Mr.  
30 Allen?

31 TOM ALLEN: That's all.

32 TOMMY DUNN: Ms. Floyd.

33 GRACIE FLOYD: I don't have any.

34 TOMMY DUNN: Thank you. Mr. Graham.

35 RAY GRAHAM: Thank you, Mr. Chairman.

36 I'd like to do two hundred dollars to the South  
37 Carolina Chapter of American Planning Association from  
38 District 3 rec account. And I'd also like to do two  
39 hundred dollars for beauty pageant rocks for special  
40 needs from District 3 rec account as well. I bring  
41 that forth as a motion.

42 TOMMY DUNN: Have a motion Mr. Graham,  
43 have a second?

44 KEN WATERS: Second.

45 TOMMY DUNN: Second Mr. Waters. Any  
46 discussion? All in favor of the motion show of hands.  
47 All opposed like sign. Show the motion carries  
48 unanimously. Anything else, Mr. Graham?

49 Mr. Wooten?

50 CRAIG WOOTEN: Yes, I will also do two

1 hundred dollars for the American Planning Association.  
2 Two hundred dollars for beauty pageant rocks. And I'd  
3 also like to request sixty-five hundred dollars to be  
4 transferred from District 1's paving account to Roads  
5 and Bridges for signage and markers pursuant to a  
6 traffic study on Oak Hill Drive in Anderson for safety  
7 measures.

8 TOMMY DUNN: We have a motion by Mr.  
9 Wooten and second by Ms. Wilson. Any discussion? All  
10 in favor of the motion show of hands. All opposed  
11 like sign. Show the motion carries unanimously.  
12 Anything else, Mr. Wooten? Ms. Wilson?

13 CINDY WILSON: District 7 only has seven  
14 hundred dollars remaining until July, but five hundred  
15 is promised out, so two hundred by way of motion to  
16 the South Carolina Chapter of American Planning  
17 Association, if I may.

18 TOMMY DUNN: Have a motion Ms. Wilson,  
19 have a second by Mr. Waters. Any discussion? Hearing  
20 none, all in favor of the motion show of hands. All  
21 opposed like sign. Show the motion carries  
22 unanimously.

23 District 5's rec account would like to appropriate  
24 six hundred dollars to the beauty pageant and six  
25 hundred dollars to the Planning Commission meeting.  
26 Put that in the form of a motion.

27 KEN WATERS: Second.

28 TOMMY DUNN: Any further discussion?  
29 Mr. Forman, is that going to give y'all enough to  
30 do what y'all need to do? Okay. All in favor of the  
31 motion show of hands. All opposed like sign. Show  
32 the motion carries unanimously.

33 Moving on to Item number 18, Administrator's  
34 Report.

35 RUSTY BURNS: Nothing at this time, Mr.  
36 Chairman.

37 TOMMY DUNN: Moving on 19, Committee  
38 Appointments. Out of the standing committees, much  
39 thought, there's still work to be done, several  
40 committees are in the middle of things. My  
41 recommendation is to keep standing committees as was  
42 last year. Put that in motion.

43 CINDY WILSON: Second.

44 TOMMY DUNN: Second Ms. Wilson. Any  
45 discussion?

46 GRACIE FLOYD: Yes.

47 TOMMY DUNN: Ms. Floyd.

48 GRACIE FLOYD: I was hoping that I could  
49 be appointed to something this year other than ???  
50 (cannot hear what is being said).



1 TOMMY DUNN: All in favor of the motion  
2 show of hands. Opposed like sign. Abstentions. Show  
3 the motion carries with Mr. Waters, Mr. Allen, Mr.  
4 Dunn, Mr. Graham, Mr. Wooten and Ms. Wilson in favor  
5 and Ms. Floyd opposes.

6 Moving on Citizen Comments. Mr. Harmon calls your  
7 names, please state your name and district for the  
8 record, again. Address the Chair and you've got three  
9 minutes.

10 LEON HARMON: Mr. Chairman, first speaker  
11 is Frank Pressly.

12 FRANK PRESSLY: Mr. Chairman, I'd be  
13 interested in knowing how it is that we are only able  
14 to give year to year contracts to some people, but to  
15 others we can give fifteen year contracts. Is that  
16 something you're going to make us seek declaratory  
17 judgement on? This Allied Waste deal, or this waste  
18 deal, a hundred and twenty million dollars over the  
19 next eighteen years is what we're going to be paying  
20 them. We could do our own waste disposal, actually  
21 acquire it and run it for twenty years for forty  
22 million dollars. Did you make the same effort  
23 negotiating with Greenville as you did with this other  
24 entity because you seem pretty hard core set on this  
25 and when we had the meeting last week you came in and  
26 pretty much told Cindy what was going to happen. I  
27 mean it's like you already knew what was going to  
28 happen. And I don't know, I have real concerns about  
29 this. When you get red faced and angry about things  
30 and get emotionally involved, you have to wonder  
31 what's going on. Sir, you protest too much. This is  
32 just a negotiation over some waste and we just -- I  
33 mean we get red faced and mad and just angry about it.  
34 And I don't understand that. We're just trying to get  
35 the best deal that we can for the citizens. And I  
36 don't think paying the most expensive purveyor that we  
37 can rather than doing our own deal, that eighty  
38 million dollars that we save, we could build a prison  
39 farm, we could let that prison farm provide the labor  
40 for this -- for our own solid waste place. I mean,  
41 what's wrong with us opening another one? We didn't  
42 have to sell the first one. We did it because we had  
43 a crook representing us. So what's wrong with us  
44 opening our own and opening a new one? We don't have  
45 to kowtow to these guys. They got us last time, why  
46 did we want to get in bed with them again? You just  
47 seem way, way, way, way too adamant about it and dead  
48 set on it and pushing it through. I mean, it's one of  
49 these last minute things like Joey Preston was doing.  
50 It's a lot of money involved here and we can do our

1 own. We can -- there's no reason why we can't set up  
2 another waste disposal system here somewhere in  
3 Anderson County. I mean, where a county has a will,  
4 it has a way. And it will save us a lot of money over  
5 the long run. Don't make us go seek declaratory  
6 judgment to get this contract nullified.

7 LEON HARMON: Mr. Chairman, next speaker  
8 is Elizabeth Fant.

9 ELIZABETH FANT: If you've paid attention to  
10 some of the news that's out right now, you know in San  
11 Francisco and Pacific Heights, where I believe Dianne  
12 Feinstein lives, is glory country. But also you see  
13 the map of San Francisco where they have oops sites  
14 all over the city, where human excrement is where  
15 people who are in the Sanctuary Cities just decide to  
16 let it go. I question how it is that where landfill  
17 sites happen -- the one at Big Creek, I have five  
18 families that live out there. All five of them are  
19 affected by cancer. That site got -- we got  
20 maneuvered into that one. The one at Slab Town. That  
21 site was already determined where it was going to be,  
22 before all the business, that some of the citizens up  
23 there that tried to do zoning and all. Slab Town is  
24 one of those, I don't want to say like Homeland Park,  
25 because Homeland Park is not the same thing. But Slab  
26 Town is like one of those no-man areas where there's  
27 crime, there's drugs, Shenandoah, which is nothing but  
28 a -- and I'm going to say it -- a s-hole, like you saw  
29 somebody said that they didn't say. It's a bad area.  
30 They stuck that landfill up there. I want to know why  
31 it is that trucks go in and out of there at 2 and 3 in  
32 the morning. I want to know why it is that there's a  
33 green slime that comes out of that landfill. We have  
34 problems with our landfills. We have problems with  
35 the people who are running them. And yet we just turn  
36 a blind eye to this. This is a big part of the  
37 corruption that is going on in the background of  
38 Anderson County. We have so many good things that are  
39 going on, but these things are not being addressed,  
40 and I wonder why.

41 LEON HARMON: No one else is signed up.

42 TOMMY DUNN: Remarks from Council  
43 members. Mr. Waters.

44 KEN WATERS: Just looking at some of the  
45 numbers from the news release from the Stripe Bass  
46 Challenge this -- I think that was about a week and a  
47 half ago. The total purse was sixty-seven thousand  
48 dollars winnings that was split up among the winners  
49 of that tournament. So I thought that was pretty  
50 good. And then, just to look at something for the

1 future. The Upstate Regional Drill Championship will  
2 be -- the way I read this -- March 3rd. And they  
3 already have twenty teams signed up and they're  
4 planning on cutting it off at forty teams. So that's  
5 over three years, that's turned into a pretty good  
6 thing. So, that's pretty interesting what those young  
7 kids and the discipline they have. Anyway, just  
8 wanted to mention those two things. And that's all I  
9 have, Mr. Chairman.

10 TOMMY DUNN: Thank you, Mr. Waters. Mr.  
11 Allen?

12 TOM ALLEN: Since I have no microphone,  
13 I have nothing to add.

14 TOMMY DUNN: Ms. Floyd.

15 GRACIE FLOYD: Watching television, that's  
16 all I seem to get done these days, county meeting,  
17 county business, telephone and television. And I was  
18 watching it when they ran the thing about Hawaii.  
19 That information that they got that there was a bomb  
20 missile coming in, did you see those people running?  
21 Did y'all see them running? I don't know where they  
22 were running; to, from, or for. But they were  
23 running, boy. Getting out of the way. And I  
24 remembered one time when I first got on Council, we  
25 were taking all Council members convened at the  
26 library and we were told that if something like that  
27 happened, that we would be -- what's that word --  
28 sequestered? Is that the word? Sequestered? All  
29 Council members would be sequestered at the library.  
30 They even showed us the room way down in the belly of  
31 the library where they had no windows and it was in  
32 the middle down there. And I was told that we could  
33 even be there. And that all of the business part  
34 would convene in the library conference room and I  
35 felt a little comforted by this thing. But if a  
36 missile comes tonight, and we got a message like that,  
37 where y'all going to be? Where we going to run to?  
38 Do you know? What about your people? When your phone  
39 starts ringing, do you know what you're going to tell  
40 them? I remember Duck and Cover, honey, but we're not  
41 talking -- we're talking about Trump now. Okay. You  
42 don't know what's going to happen, when it's going to  
43 happen or where it's going to happen. But I know that  
44 we need an emergency preparedness plan for Anderson  
45 County. Where you going to go, Mr. Burns? You heard  
46 me.

47 RUSTY BURNS: I'm going to go with the  
48 Emergency Preparedness Director. And what you're  
49 talking about is Table Tough Exercise, we had one  
50 around five years ago, utility on Blakely Street.

1 GRACIE FLOYD: Five years ago we would  
2 have been safe. But what about five minutes from now?  
3 Mr. Burns, I'm going where you're going. Because, we  
4 need to know, we need to inform our people, we need to  
5 have some type of plan that where you going to go.  
6 What's going to happen or what we should do in case of  
7 an emergency like that. We laugh and play with it  
8 now. But it gets real when the phone starts ringing  
9 and they tell you something like that is liable to  
10 happen. Anybody who's not making plans now for  
11 themselves, their loved one and the people that they  
12 supposedly serve is crazy.

13 Mr. Burns, please let's look into that. All  
14 right. One time they had buildings marked and they  
15 had the little black hour glass -- that's what I  
16 always called it -- on it for emergency that you could  
17 go there and all of that. But where do we go? Please  
18 let's take time and take a look at that. Okay?

19 All right. This is my eighteenth year and how  
20 long have y'all been here? Nine year. That's nine  
21 years without -- with me being on my own. I haven't  
22 -- I was put on two committees. One never met, they  
23 never told me they were meeting. And one got mad at  
24 me the night I tried to have a meeting. Okay. But  
25 I'm kind of disappointed that nine years, I'm still  
26 not worthy or considered good enough to be on a  
27 committee and I wonder why? Is it because I'm a  
28 woman? Is it because I'm a Democrat? Or is it  
29 because of the other thing, and I guess y'all know  
30 that I'm black. Thank you.

31 TOMMY DUNN: Mr. Graham.

32 RAY GRAHAM: Nothing at this time, Mr.  
33 Chairman.

34 TOMMY DUNN: Thank you. Mr. Wooten.

35 CRAIG WOOTEN: Yes, I just want to take  
36 the opportunity to thank Mr. Hopkins and Mr. Young for  
37 some help with some constituents in my area that were  
38 able to be very responsive to and that was very  
39 appreciated. Some of the sentiment of this year, I'd  
40 like to be able to have different discussions about  
41 recreation in certain areas and how to work towards  
42 that. I know all districts have some different needs  
43 and some different preferences, but how we can work  
44 together on that, I would welcome that conversation.  
45 Very encouraged by the committee meetings the last  
46 couple of weeks. You know, weren't easy but I really  
47 felt like we worked together for the betterment of the  
48 county. That's all for me.

49 TOMMY DUNN: Thank you, Mr. Wooten. Ms.  
50 Wilson.

1 CINDY WILSON: Very quickly, a big thank  
2 you for everybody's diligence and -- we had long  
3 meetings and frequent meetings and county staff was  
4 very helpful. It was an ordeal, really, but we  
5 appreciate everybody's hard work and it's important to  
6 note that prior to 2009 no standing committees were  
7 ever appointed even though I would ask and that is  
8 such a big improvement and look at how far the  
9 county's come because we get our information, we go  
10 talk with our citizens, we -- it's a process that I'm  
11 very grateful for and it's very helpful to the county.  
12 So thank y'all very much.

13 TOMMY DUNN: Thank you, Ms. Wilson.  
14 About to close. Again, I want to appreciate what  
15 everybody done, appreciate people coming out tonight.  
16 Just want to say one thing. I'm a very passionate  
17 person. Can be, I got a right to be. What does  
18 aggravate me and get me upset though, it's not just  
19 Anderson County, I know it's the world, but it's the  
20 part we live in the part we work in Anderson County,  
21 is when we don't agree, I'd consider all these people  
22 up here, most of them good friends. We're not going  
23 to always agree. We're going to debate, come to a  
24 thing. But a certain group of y'all when you don't  
25 agree with me, it ain't because this was a good policy  
26 or bad, you're crooks. You're Mafia. So tiresome to  
27 keep hearing that. Then we keep bringing the guy's  
28 name up that's been gone over ten years. Somebody  
29 might need to take a trip down to the lower part of  
30 the state and visit that guy because all you want to  
31 do is keep talking about him. This meeting will be  
32 adjourned.

33  
34

(MEETING ADJOURNED AT 8:10 P.M.)

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR ANDERSON COUNTY**

**ORDINANCE NO 2018-002**

**A SUPPLEMENTAL ORDINANCE TO AMEND ORDINANCE 2017-016, THE  
OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR  
BEGINNING JULY 1, 2017, AND ENDING JUNE 30, 2018.**

BE IT ENACTED by the County Council for Anderson County, South Carolina ("Anderson County"), as follows:

Section I. The following amendments to the operating and capital budgets for Anderson County for the fiscal year beginning July 1, 2017, and ending June 30, 2018, are hereby adopted and directed to be implemented by the Anderson County Administrator and staff.

**GENERAL FUND APPROPRIATIONS**

<u>Account Number/Description</u>	<u>Originally</u>	<u>Amendment</u>	<u>Final Adopted</u>
	<u>Adopted</u>		
001-5013-000-304 Building Demolition	\$50,000	\$16,000	\$66,000
001-5015-000-315 Legal	\$122,250	\$125,000	\$247,250
001-5111-000-102 Part-time Salaries	\$150,000	\$10,000	\$160,000
001-5111-000-283 Medical Supplies	\$142,920	\$60,000	\$202,920
001-6500-100-102 Transfer Out-Grants	\$0	\$25,000	\$25,000
001-6500-100-142 Transfer Out-Airport	\$0	\$1,000,000	\$1,000,000
001-6500-100-360 Transfer Out-Capital Projects	\$650,000	\$1,475,320	\$2,125,320

**GENERAL FUND REVENUES**

3700-000-101-Fund Balance	\$5,446,745	\$2,711,320	\$8,158,065
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**SPECIAL REVENUE FUND APPROPRIATIONS**

102-5901-000-241 Program Expenditures	\$300,000	\$25,000	\$325,000
142-5775-008-401 CIP – Runway Rehab	\$4,875,940	\$1,853,475	\$6,298,805
142-5775-009-401 CIP –Runway Obstruction	\$0	\$433,475	\$433,475

**SPECIAL REVENUE FUND REVENUES**

102-6400-100-001 Transfer In-General Fund	\$0	\$25,000	\$25,000
142-6400-100-001 Transfer In-General Fund	\$0	\$1,000,000	\$1,000,000
142-4300-400-350 Federal Grant	\$5,102,025	\$1,196,780	\$6,298,805
142-4200-400-250 State Grant	\$283,450	\$90,170	\$373,620

**CAPITAL PROJECTS FUNDS APPROPRIATIONS**

360-5231-000-401 CIP	\$3,610,000	\$1,000,000	\$4,610,000
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**CAPITAL PROJECTS FUNDS REVENUES**

360-6400-100-001-Transfer In General Fund	\$650,000	\$1,000,000	\$1,650,000
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**Section II.** Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section III.** This Ordinance is effective after its third reading and public hearing.

ADOPTED in meeting duly assembled this \_\_\_\_ day of March , 2018.

ATTEST:

\_\_\_\_\_  
Rusty Burns  
County Administrator

\_\_\_\_\_  
Tommy Dunn, Chairman

\_\_\_\_\_  
Lacey Croegaert, Clerk to Council

\_\_\_\_\_  
Craig Wooten., District #1

\_\_\_\_\_  
Gracie S. Floyd, District #2

\_\_\_\_\_  
Ray Graham, District #3

\_\_\_\_\_  
Tom Allen, District #4

\_\_\_\_\_  
Ken Waters, District #6

\_\_\_\_\_  
M. Cindy Wilson, District #7

APPROVED AS TO FORM:

\_\_\_\_\_  
Leon C. Harmon, County Attorney

First Reading:

February 6, 2018

Second Reading:

Third Reading:

Public Hearing:



**ANDERSON COUNTY  
ORDINANCE NO. 2018-003**

**AN ORDINANCE AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF PROJECT SPINDLE, (THE “COMPANY”) PURSUANT TO A FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND THE COMPANY; AUTHORIZING A 5-YEAR EXTENSION OF THE INVESTMENT PERIOD FOR ALL INVESTMENTS OVER THE STATUTORY MINIMUM INVESTMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCING AGREEMENT (IFA), GRANTING CERTAIN INFRASTRUCTURE CREDITS TO THE COMPANY; AND OTHER MATTERS RELATING TO THE FOREGOING.**

**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 (a “Multicounty Park Agreement” or “MCIP Agreement”) with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks (each a “Multicounty Park”, or “MCIP”, or, simply, “Park”); and

**WHEREAS**, Project Spindle, (the “Company”), a South Carolina corporation, along with one or more Sponsor Affiliates (together with the Company, collectively referred to herein as the “Company” or “Project Spindle”) is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the expansion of a manufacturing facility in the County (the “Project”), which will result in the investment of an expected Ten Million (\$10,000,000)(but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) or more in new investment in the County, and the creation of not less than seventy one (71) new full-time jobs in the County, during the Initial Investment Period (as that term is defined

below), and all of which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (January 1, 2017) and ending five (5) years after the last day of the property tax year during which the Project is placed in service (expected to be 2018)(the “Initial Investment Period”); and

**WHEREAS**, the Company is already a major investor and employer in the County; and

**WHEREAS**, the Company has long been an exemplary corporate citizen of the County, providing solid employment opportunities for many County residents including special populations, engaging in community improving activities, and continuing to invest in the community; and

**WHEREAS**, the County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a “Lease Agreement”) or, alternatively, entering into a fee-in-lieu of tax agreement (“Fee Agreement”) with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or of the Inducement Agreement authorized hereby, it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code (the “FILOT Simplification Act”) unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee -in-lieu of *ad valorem* taxes (a “FILOT”) as authorized by the Act; (3) the continued inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, 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 “Multi-County Industrial and Business Park” or “MCIP”); (4) the granting by the County to the Company 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 for economic development infrastructure serving the County; and, (5) the commitment by the County to certain other economic development incentives as an inducement to the Company to locate the Project in the County, including, without limitation, the extension of the Initial Investment Period for an additional five (5) years for investments in the Project in excess of the minimum investment provided by this Project, as stated herein (the “Extended Investment Period”); and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

**WHEREAS**, the County has given due consideration to the economic development impact of the Project, has found that the 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 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 Project gives rise to no pecuniary liability of the County or incorporated municipality, or a charge against the general

credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, 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 Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of a Fee Agreement, an Infrastructure Credit Agreement and a MCIP Agreement, pursuant to this Ordinance of the County Council, and on the terms and conditions hereafter set forth; and

**WHEREAS**, the County, pursuant to certain negotiations heretofore undertaken with the Company with respect to the Project as reflected in a Resolution duly adopted by the County Council on December 19, 2017, has entered into an Inducement and Millage Rate Agreement (the "Inducement Agreement"), dated as of December 19, 2017 with the Company pursuant to which the County agreed to enter into a FILOT arrangement and an Infrastructure Financing Agreement with the Company and to continue to designate the Project site as part of a MCIP Agreement which is either already in existence or to be created , and the Company agreed to make FILOT payments with respect to the Project as authorized in the FILOT Act; and

**WHEREAS**, the County and the Company have agreed to the specific terms and conditions of such FILOT arrangement as set forth in that certain fee agreement between the County and the Company (the "Fee Agreement") to be dated as of March 1, 2018 or such other date as the parties may agree, which is to be in substantially the form presented to this meeting and filed with the Clerk to County Council; and

**WHEREAS**, pursuant to the provisions of the Fee Agreement, the Company will be obligated to make payments-in-lieu of taxes to the County, as required by the Act; and

**WHEREAS**, pursuant to the provisions of the Infrastructure Financing Agreement and the MCIP Agreement, the Company will be eligible, under certain circumstances, to claim certain credits against those payments in-lieu of taxes; and

**WHEREAS**, the acquisition and construction of the Project will serve the intended purposes and in all respects conform to the provisions and requirements of the Act; and

**WHEREAS**, it appears that the draft Fee Agreement and the Infrastructure Financing Agreement now before this meeting are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended; and

**WHEREAS**, based on representations by the Company that the Project will represent a capital investment in the County of an expected Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) (the "Minimum Investment Requirement") or more, (some of which may be ordinary taxable property), and the creation of seventy one (71) new, full-time jobs (the "Job Creation Requirement"), during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (January 1, 2017) and ending five (5) years after the last day of the property tax year during which the Project is placed in service (expected to be 2018), and that such financing is done in order to

enhance the economic development of the County and in furtherance thereof, the County desires to assist the Company in locating the Project within the County with the inducements described herein.

**NOW, THEREFORE,** BE IT ORDAINED by Anderson County, South Carolina, by and through the County Council, 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 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 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 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 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 Project to the public are greater than the costs to the public;
- (f) The Fee Agreement will require the Company 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 Fee Agreement.

Section 2. The form, terms, and provisions of the Fee Agreement and the Infrastructure Financing Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement and the Infrastructure Financing Agreement were set out in this Ordinance in their entirety. The Chairman of County Council and the Clerk to the County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement and the Infrastructure Financing Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement and the Infrastructure Financing Agreement to be delivered to the Company. The Fee Agreement and the Infrastructure Financing Agreement are to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their



approval of any and all changes or revisions therein from the form of Fee Agreement and the Infrastructure Financing Agreement now before this meeting.

Section 3. Pursuant to Section 12-44-55(B) of the FILOT Simplification Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the FILOT Simplification Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as and to the extent that the Company complies with this Section 3. The Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, with the County after the execution of the Fee Agreement by the County and the Company and shall comply in all other respects with the requirements set forth in Section 12-44-90 of the FILOT Simplification Act and shall make all returns required by The Act and shall provide a copy of all such returns to the County within sixty (60) days of filing such action.

Section 4. The County and the Company believe that all Project sites are in a Park. To the extent necessary to ensure that all Project sites are, in fact, in a Park, the County agrees to use its best efforts, as necessary, to enter into or amend a Park Agreement with one or more other contiguous counties to create or expand a Park, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code, to include the Project and the other property of the Company located at the Company's site(s) within the unincorporated portion of the County, and to use its best efforts to undertake and execute those procedures and documents necessary for the creation or expansion of such Park, and to keep the Project site(s) in such Park or any other Park of the County during the term of the incentives provided in the Inducement Agreement or subsequent ordinance(s) or agreement(s) that are contingent upon inclusion of the Project site(s) in a Park. Further, the County shall use its best efforts and endeavor to work with one or more contiguous counties (and, to the extent any future Project site(s) is located within the corporate limits of a municipality, will work with such municipality), again if necessary, to establish such Park in accordance with the terms of the Inducement Agreement, and, in any event, to keep the Project site(s) as part of such Park or any other Park of the County throughout the term of the incentives provided in the Inducement Agreement or subsequent ordinance(s) or agreement(s) that are contingent upon inclusion of the Project site(s) in a Park. Distribution of the fees in lieu of tax from the Project property in the Anderson County portion of the Park shall be distributed in accordance with one or more ordinances of Anderson County establishing such distribution schedule.

Section 5. The County hereby pre-approves and consents to a five (5) year extension of the investment period for the Fee Agreement pursuant to Section 12-44-30(13) of the FILOT Simplification Act whereby the Company shall have an additional five (5) year period (added to the 5 year investment period to meet the Minimum Investment Requirement and the Job Creation Requirement) to subject additional investments over and above the Minimum Investment Requirement to fee-in-lieu of *ad valorem* tax treatment, provided the Company invests at least the Minimum Investment Requirement, including in non-FILOT property, in the Project on or before the end of the initial five (5) year investment period.

Section 6. [RESERVED]

Section 7. The form, terms and provisions of the Inducement Agreement heretofore entered into by the County and the Company are hereby ratified and approved, and all of the terms, provisions, and conditions thereof are hereby incorporated by reference as if the Inducement Agreement were set out in this Ordinance in its entirety.

Section 8. (a) The Company shall and, in the Fee Agreement, agrees to indemnify and save the County as well as its governing body members, employees, officers and agents 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 and the Company further shall indemnify and save the County harmless against and from all claims 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 Fee Agreement, the Infrastructure Finance Agreement or the Lease Agreement (as amended) (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, (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, or (v) any environmental violation, condition or effect. The Company shall indemnify and save the County as well as its governing body members, employees, officers and agents 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, including, without limitation, ordinary and reasonable attorney's fees, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County, whose approval of such counsel shall not unreasonably be withheld. All such indemnification and save harmless provisions shall be, and are, set forth in the Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, employees or governing body members, shall not incur pecuniary liability by reason of the terms of this Agreement, the Infrastructure Finance Agreement or the Lease Agreement (as amended) 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 County's ownership of the Project, if so owned pursuant to a lease agreement, or the operation of the Project, 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 employees or governing body members 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, including, without limitation, ordinary and reasonable attorney's fees, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County, whose approval of such counsel shall not unreasonably be withheld.

(c) These indemnification covenants, at a minimum, 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, but may expand them or expound upon them, as may be shown in greater detail in such subsequent documents. In the event of any

conflict or inconsistency, the indemnification and save harmless provisions of the Fee Agreement shall always govern.

Section 9. Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee 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 thirty (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.

Section 10. Notwithstanding any other provisions, the County is executing the Fee Agreement and the Infrastructure Finance 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 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.

Section 11. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or proper to effect the execution and delivery of the Fee Agreement and the Infrastructure Financing Agreement, and the performance of all obligations of the County under and pursuant to the Fee Agreement, the Inducement Agreement, and the Infrastructure Financing Agreement.

Section 12. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 13. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 14. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

ANDERSON COUNTY, SOUTH  
CAROLINA

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Chairman  
Anderson County Council

ATTEST:

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Clerk to Council  
Anderson County, South Carolina

Approved as to form:

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Leon C. Harmon, County Attorney  
Anderson County, South Carolina

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_



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**FEE IN LIEU OF TAX AGREEMENT**

**between**

**ANDERSON COUNTY, SOUTH CAROLINA**

**and**

**PROJECT SPINDLE**

**Dated as of December 1, 2017**

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## **FEE IN LIEU OF TAX AGREEMENT**

This FEE IN LIEU OF TAX AGREEMENT (this "Agreement") is dated as of \_\_\_\_\_, 2018 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 PROJECT SPINDLE (the "Company"), a South Carolina corporation, along with one or more Sponsor Affiliates (together with the Company, collectively referred to herein as the "Company" or "Project Spindle").

### **WITNESSETH:**

**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**, Project Spindle (the "Company"), a South Carolina corporation, along with one or more Sponsor Affiliates (together with the Company, collectively referred to herein as the "Company" or "Project Spindle") is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the expansion of a manufacturing facility in the County (the "Project"), which will result in the investment of an expected Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) or more in new investment in the County, of which not less than the statutory minimum investment (some of which may be ordinary taxable property), will be invested during the Initial Investment Period (as that term is defined below), and all of which, to the extent permitted by the Act, would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act, and the creation of an expected seventy one (71) or more new, full-time jobs, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (January 1, 2017) and ending five (5) years after the last day of the

property tax year (expected to be 2018) during which the Project is first placed in service (the "Initial Investment Period"); and

**WHEREAS**, the Company is already a major investor and employer in the County; and

**WHEREAS**, the Company has long been an exemplary corporate citizen of the County, providing solid employment opportunities for many County residents including special populations, engaging in community improving activities, and continuing to invest in the community; and

**WHEREAS**, the County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a "Lease Agreement") or, alternatively, entering into a fee-in-lieu of tax agreement ("Fee Agreement") with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or any other agreement between the County and Company, including but not limited to, the Inducement Agreement (defined below), it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee -in-lieu of ad valorem taxes (a "FILOT") as authorized by the Act; (3) the inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, 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 "Multi-County Industrial and Business Park" or "MCIP"); (4) the granting by the County to the Company 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 for economic development infrastructure serving the County; and (5) the extension of the Initial Investment Period for an additional five (5) years for investments in the Project in excess of the expected Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) investment provided by the Project during the Initial Investment Period (the "Extended Investment Period"); and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

**WHEREAS**, the County has given due consideration to the economic development impact of the Project, has found that the 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 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 Project gives rise to no pecuniary liability of the County or incorporated municipality, or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, 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 Project within the County and State is of paramount importance and that

the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of this Fee Agreement, pursuant to ordinance of the County Council, and on the terms and conditions hereafter 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 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.

“*Act*” shall mean Title 12, Chapter 44 of the Code, as amended, and all future acts amendatory thereof. The Act is also known as the FILOT Simplification Act.

“*Administration Expenses*” shall mean the ordinary, reasonable, and necessary actual expenses including ordinary, actual, 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.

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

“*Authorized Company Representative*” shall mean any person or persons at the time designated to act on behalf of the Company by written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by any person to whom the Company has delegated authority to administer this Agreement.

“*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, in accordance with Section 12-44-30(2) of the Act, December 31, 2018, the last day of the property tax year during which real or personal property comprising the Project is first placed in service.

“*Company*” shall mean Project Spindle, a South Carolina corporation, 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 and any Sponsor Affiliate 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 real and personal property and any infrastructure improvements, 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 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) or 12-44-40(C) of the Code.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed 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 January 1, 2024 and ending December 31, 2028 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.

*“Inducement Agreement”* shall mean that certain Inducement Agreement and Millage Rate Agreement by and between the County and the Company dated as of December 19, 2017.

*“Infrastructure Credit”* shall mean that certain credit, or credits, pursuant to Sections 4-1-175, 4-29-68, and 12-44-70 of the Code, against the Company’s FILOT liability, as set forth in the Infrastructure Financing Agreement.

*“Infrastructure Financing Agreement”* shall mean that agreement, dated as of March 1, 2018, between the County and the Company, granting the Company a credit against its FILOT liability to the County, pursuant to Sections 4-1-175, 4-29-68, and 12-44-70 of the Code.

*“Initial Investment Period”* shall mean the period beginning with the first day that real or personal property comprising the Project is acquired for the Project (although not placed in service) (January 1, 2017) and ending on December 31, 2023, 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 real or personal property comprising the Project is acquired (although not placed in service) (January 1, 2017) and ending December 31, 2028.

*“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 qualifying for the 6% assessment ratio and the millage rate described in subsection 5.01(c) of the Agreement.

*“Non-Economic Development Property”* shall mean that portion of the Project consisting of:  
(i) property as to which the Company incurred expenditures prior to the Investment Period or, except

as to Replacement Property, after the end of the Investment Period; (ii) property not placed in service during the Investment Period; (iii) Existing Property; and (iv) any other property which fails or ceases to qualify for Negotiated FILOT Payments pursuant to the Act.

*“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 any portion of the Project substituted for Released Property pursuant to Section 5.01(e) hereof.

*“Sponsor” and “Sponsor Affiliate”* shall have the meanings ascribed to each by the Act.

*“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 10.01 hereof.

*“Threshold Date”* shall mean December 31, 2023.

*“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 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 South Carolina corporation; 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 manufacturing, and for other lawful purposes.

(c) The agreements of the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(e) The Company expects to place in service the first phase of the Project during calendar year 2018, and to expend approximately Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) or more of investment for Costs of the Project and to create about seventy one (71) or more new, full-time jobs, all during the Initial 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, if necessary.** 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, invalid or otherwise unenforceable 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 the Project to the Company pursuant to the Streamlined FILOT Act upon terms and conditions mutually agreeable to the County and the Company. The Company acknowledges that any such sale/leaseback arrangement may not preserve the benefits of the Streamlined FILOT Act with 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 December 31 of the year in which such portion of the Project is placed in service. However, the County agrees that it will assist in efforts by the Company to have any such Economic Development Property included within the sale/leaseback arrangement under the Streamlined FILOT Act.

## **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 not less than an expected Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) or more investment in the County (including non-Economic Development Property), during the Initial 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 approves, pre-approves, and grants 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, if the Company invests the expected Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) in the Project during the Initial Investment Period. Accordingly, the total Investment Period shall end on December 31, 2028. However, this subsection (b) shall not alter the requirement that the Company invest not less than the minimum investment, stated above, total, in the Project, including Non-Economic Development Property, prior to the Threshold Date.

(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, or cause any other owner of the Project to keep and maintain its respective portion of the Project, in good operating condition. The

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 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").

(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 contain proprietary, confidential, or trade secret matters. To the extent permitted by law, the County shall conform, at the sole cost and expense of the Company, with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments.

### **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, 2020, 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 the sum of (i) with respect to any portion of the Project consisting of undeveloped land or Non-Economic Development Property for which the Company is obligated, by law or agreement, to pay taxes, a payment equal to the taxes that would otherwise be due on such undeveloped land or Non-Economic Development Property were it subject to *ad valorem* taxes; (ii) with respect to those portions of the Project (other than undeveloped land and Non-Economic Development Property) 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 are due or would otherwise be due on such property were it subject to *ad valorem* taxes, as the case may be, 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.

(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 the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes), (2) a fixed millage rate in effect for the Project site on June 30, 2017, which the parties hereto believe to be 308.5 mils, for all Project property, which millage rate shall remain fixed for the Term and (3) a fixed assessment ratio of 6%. Such fair market value must be that determined by the Department of Revenue, in accordance with the Act. The County specifically understands that the Act includes, and consents to the use by the Company, at the Company’s sole discretion, of the reassessment provisions now contained at Section 12-44-50(A)(1)(c)(i) of the Act. 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 legislation generally reducing the applicable minimum assessment ratio shall be enacted, the County shall, to the extent permitted by law, amend this Agreement to afford the Company the lowest assessment ratio permitted by law, if so approved by the County Council then in office. Moreover, 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 other than those already accrued.

(d) 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. To the extent that any Infrastructure Credit against FILOT Payments as provided under the IFA (defined below) is used as payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the life of the FILOT, the amount of the FILOT Payments due on the personal property for the year in which the personal property was removed from the Project also shall be due for the two years immediately following the removal.

(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) Should the Company not invest at least the minimum investment stated herein (Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) in the Project in the timeframe provided (during the Initial Investment Period) and maintain at least that amount of investment (without regard to depreciation) in the Project during the term of the Special Source Revenue Credits described in this paragraph, the Company shall lose the benefit of some or all of the Special Source Infrastructure Credits (as defined in that certain Infrastructure Credit Agreement between the County and the Company dated as of March 1, 2018 (the "IFA")), as more fully detailed in the IFA.

## 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. Such expenses shall include, without limitation, the County's ordinary and reasonable actual fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement, and the Infrastructure Financing Agreement, the Lease Agreement, the Inducement Agreement, and any other legal agreements or political procedural documents that may be necessary in connection therewith, not to exceed Five Thousand Dollars (\$5,000).

**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 such rebuilding, repair or restoration thereof or pay any portion of the costs thereof including, without limitation, in the event any insurance proceeds are not sufficient to pay in full the costs of such rebuilding, repair or restoration, any costs in excess of the amount of said proceeds. The Company shall not by reason of any such damages or destruction or the payment of any excess costs be entitled to any reimbursement from the County or, except as set forth in Section 7.03 hereof, 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 and the Act.

## **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 of its assets to any other entity shall be done in accordance and compliance with the Transfer Provisions. Subject to the Transfer Provisions, the Company may permit one or more other Persons 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 as well as the members of its governing body, its employees, officers and agents 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, and, Company further, shall indemnify and save the County harmless against and from all claims arising 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 or the Infrastructure Financing 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, sublessee or subcompany of Company, or of any agents, contractors, servants, employees or licensees of any assignee, sublessee 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, including, without limitation, ordinary and reasonable, actual, attorney's fees, and upon notice from the County, Company shall defend it in any such action, prosecution or proceeding with counsel acceptable to the County, approval of whom shall not unreasonably be withheld by the County.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, employees or governing body members, shall not incur pecuniary liability by reason of the terms of this Agreement or the Infrastructure Financing Agreement, or the undertakings required of the County thereunder, by reason of the performance of any act requested of it by the Company, or by reason of the County's ownership of the Project (if so owned), the operation of the Project 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 employees or governing body members 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, including, without limitation, ordinary and reasonable, actual, attorney's fees, and upon notice, the Company shall defend them in any such action or proceeding with counsel acceptable to the County, approval of whom shall not unreasonably be withheld by 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.



**SECTION 8.06. INSURANCE COVENANTS.** If the Company is required to utilize a Lease Agreement, as described herein, the Company will provide insurance coverage for the Project in the types and amounts acceptable to the County, whose approval thereof will not be unreasonably withheld. More specifically, the Company will, and to the extent there are any other owners of the Project, will cause such owners, to the extent of their respective portion of the Project, to: (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company, and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

## **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.

**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 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, at the sole cost and expense of the Company, to execute such agreements, documents, and instruments, in form and substance agreeable to the County and the Company, 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 therefore, upon advice of legal counsel.

## 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 defaulted FILOT payments, 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 shall 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, Administration Expenses or indemnification required hereunder, 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 use best, commercially reasonable efforts to cure the same.

**SECTION 11.02. Remedies on Event of Default by Company.** Upon the occurrence of any Event of Default and without limiting any other remedy or right which the County might have at law or in equity,, 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 all payments due hereunder including, without limitation, any such FILOT payments, payments of Administration Expenses or indemnification payments;

(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; third, to pay any indemnification amounts owed to the County hereunder; fourth, to pay the FILOT; and fifth, to pay any other amount due to the County under this Agreement.

**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: Rusty Burns, County Administrator  
P. O. Box 8002  
Anderson, South Carolina 29622-8002

with a copy to:

Anderson County Attorney  
P. O. Box 8002  
Anderson, South Carolina 29622-8002

- (b) As to Company:  
  
Project Spindle  
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 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.

*(signatures on following pages)*

**ANDERSON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Robert T. Dunn, Chairman  
Anderson County Council  
Anderson County, South Carolina

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to County Council  
Anderson County, South Carolina

**PROJECT SPINDLE**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

**SPONSOR AFFILIATE**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: \_\_\_\_\_



**EXHIBIT “A”**

**LAND DESCRIPTION**

Project Spindle Project Site property – Anderson County TMS # \_\_\_\_\_

## INFRASTRUCTURE FINANCING AGREEMENT

THIS INFRASTRUCTURE FINANCING AGREEMENT (the “Agreement”), dated as of March 1, 2018 (the “Agreement” or the “IFA”), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and PROJECT SPINDLE, a South Carolina corporation, (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 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, and sections 4-1-170, 4-1-175, 4-29-68, and 12-44-70 of the Code (collectively, the “Act”, as defined herein) 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 and personal property including machinery and equipment 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 December 19, 2017 (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 infrastructure of the County serving the expansion (the “Project”); and

**WHEREAS**, Project Spindle (the “Company”), a South Carolina corporation, along with one or more Sponsor Affiliates (together with the Company, collectively referred to herein as the “Company” or “Project Spindle”) is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the expansion of a manufacturing facility in the County (the “Project”), which will result in the investment of an expected Ten Million Dollars (\$10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000)) or more in new investment in the County (some of which may be ordinary taxable property) during the Initial Investment Period (as that term is defined below), and all of which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act, and the creation of an expected seventy one (71) or more new, full-time jobs, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (January 1, 2017) and ending five (5) years after the last day of the property tax year (2018) during which the Project is placed in service (the “Initial Investment Period”); and

**WHEREAS**, the Company is already a major investor and employer in the County; and

**WHEREAS**, the Company has long been an exemplary corporate citizen of the County, providing solid employment opportunities for many County residents engaging in community improving activities, and continuing to invest in the community; and

**WHEREAS**, the County and Greenville County, South Carolina have established a joint county industrial and business park (the “Park”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code; and

**WHEREAS**, the property on which the Project is to be located is or will be included within the Park, as is certain property of the Company which is not subject to a negotiated fee-in-lieu-of-tax (“FILOT”) arrangement; 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 Park Agreement to Greenville 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 certain special source revenue financing to partially reimburse the Company for some of the Company’s costs of eligible and qualifying Infrastructure (as defined herein and in the Act) for the Projectas further specified herein and in the Inducement Agreement; and

**WHEREAS**, by Ordinance No. \_\_\_\_\_, duly enacted by the County Council on \_\_\_\_\_, 2018, following a public hearing conducted on \_\_\_\_\_, 2018, in compliance with the terms of the Act (as defined herein), the County Council of the County has duly authorized 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.

“Act” shall mean, collectively, Chapters 1 and 29 of Title 4 and Chapter 44 of Title 12 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.

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

“Company” shall mean, collectively, Project Spindle, a South Carolina corporation, and its successors and assigns.

“Cost” or “Cost of the Infrastructure” shall mean 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 and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, 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.

“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 Agreement” shall mean that certain Fee in Lieu of Tax Agreement between Anderson County, South Carolina and Project Spindle dated as of March 1, 2018.

“Fee Payments” shall mean payments-in-lieu of taxes made by the Company with respect to the Project.

“Infrastructure” shall mean, 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, including machinery and equipment, all as used in the operation of the Project.

“Infrastructure Credits” or “Credits” shall mean the special source revenue credits 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.

“Minimum Company Commitment” shall mean new investment of not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000) in the Project in the County and the creation of not less than seventy one (71) new jobs.

“Multi-County Fee” shall mean the fee payable by the County to Greenville County, South Carolina, 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. \_\_\_\_ enacted by the County Council of the County on \_\_\_\_\_, 2018, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the joint county industrial and business park agreement entered into by and between the County and Greenville County, South Carolina, as from time to time amended.

“Park” shall mean the Joint County Industrial and Business Park established by the County and Greenville County pursuant to the terms of the Park Agreement.

“Project” shall mean the Company’s acquisition by construction or purchase of certain land, buildings, equipment, furnishings, structures, fixtures, appurtenances and other materials for manufacturing operations within the County and placed in service during the Initial Investment Period or the Extended Investment Period (as both terms are defined in the Fee Agreement).

“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.

## 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 for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) To the 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 violation would affect the validity or enforceability of this Agreement.

(d) To the knowledge of the undersigned representatives of the County, 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 knowledge of the undersigned representatives 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 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 knowledge of the undersigned representatives of the County is there any basis therefor.

(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 (as defined in the Fee Agreement).

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 and will be 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 financing of 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.

(e) To the knowledge of the undersigned representative of the Company, there is no pending or threatened action, suit, proceeding, inquiry or investigation which would materially impair the Company's ability to perform its obligations under the Agreement.

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 will from time to time and at the 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. Pursuant to the Inducement Agreement, the Company agrees to achieve the Minimum Company Commitment within three (3) years of the end of the calendar year in which the Fee Agreement was dated, for purposes of this Agreement and the Special Source Credits authorized herein (as contrasted with the separate Investment Period of the Fee Agreement).

### ARTICLE III

#### INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Cost of Infrastructure. The Company agrees to pay, or cause to be paid, its share of 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 Credits 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) Commencing with the first Fee Payment by the Company due with respect to the Project after the date of this Agreement, and continuing for four (4) annual Fee Payments thereafter (for a total of Five (5) annual Fee Payments), the County shall hereby provide an Infrastructure Credit (the "Credits") of forty percent (40%) of the Net Fee Payments made by the Company on behalf of the Project, pursuant to the Park Agreement; and then, for the next five (5) annual Fee Payments thereafter, the County shall hereby provide an Infrastructure Credit of thirty percent (30%) of the Net Fee Payments made by the Company on behalf of the Project; further, if the Company has any building, land, or machinery and equipment which is not subject to a FILOT or MCIP Agreement and which is currently being taxed using a ten and a half percent (10.5%) assessment ratio, the County will provide a forty percent (40%) Infrastructure Credit for twenty (20) years (the "Additional Credit")(but no combination of statutory manufacturing abatement, new (2017) nine percent (9%) statutory manufacturer's tax relief, and Additional Credit for such building, land, or machinery and equipment described in this clause shall exceed a total of 40% of tax (fee) payments for such property), all subject to the following limitations and requirements: (1) 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 Credits received by the Company, (2) once the Company has realized and received the Infrastructure Credits for a total of ten (10) annual fee payments, the Infrastructure Credits provided hereunder shall end. THIS AGREEMENT AND THE CREDITS 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 FULL FAITH, CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

(b) 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 full faith or 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.

(c) Further, if the Company fails to complete the Minimum Company Commitment, then the Credits described in Section 3.02(a) shall each automatically be reduced to twenty percent (20%) for the remaining terms of such Credits. However, should the Company complete the Minimum Company Commitment by the end of the fourth tax year following the end of the year in which Project Property is first placed in service, then the Credits will each be reinstated, prospectively, for the remainder of their respective terms, but no already forfeited Credit will be reinstated thereby.

#### 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 Fee 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 Credits 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, (b) such assignment is consummated in accordance with the provisions of the Fee Agreement and (c) the County consents to the assignment of the Infrastructure Credits which said consent shall not be unreasonably withheld..

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

## ARTICLE V

### SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. To the extent permitted by law, the County hereby grants to the Company a first priority lien and security interest in and to the Net Fee Payments for performance by the County of its obligations under this Agreement, but only to the extent of the County's obligations under this Agreement.

SECTION 5.02. Obligations Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement.

## ARTICLE VI

### DEFAULTS AND REMEDIES

SECTION 6.01. 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, which failure shall continue for a period of thirty (30) days after written notice by the non-breaching party specifying the failure and requesting that it be remedied is given via first-class mail, the County or Company (as the case may be) shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by County or Company. Upon the happening and continuance of an Event of Default, then and in every such case the Company or 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 rights and require the breaching party to carry out any agreements with or for its benefit and to perform the breaching party's duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) by action or suit in equity require the breaching party to account as if the breaching party were the trustee of an express trust for the non-breaching party;

(d) exercise any or all rights and remedies provided by the Uniform Commercial Code in effect in the State of South Carolina, or any applicable law, as well as all other rights and remedies possessed by the non-breaching party; or

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

SECTION 6.03 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County 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 6.04. Nonwaiver. No delay or omission of the Company or the County 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 Company may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.01. 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, shall, to the extent permitted by law, bind and 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 7.02. 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 7.03. 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 Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Infrastructure Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Infrastructure Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same

economic benefit to the Company which would otherwise be enjoyed by the Company for the duration of the Infrastructure Credits provided, further, the Company shall be the purchaser of any such special source revenue bond.

SECTION 7.04      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 Credits or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.05      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: Rusty Burns, County Administrator  
P. O. Box 8002  
Anderson, South Carolina 29622-8002

with a copy to:

Anderson County Attorney  
P. O. Box 8002  
Anderson, South Carolina 29622-8002

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

SECTION 7.07.      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 7.08.      Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. 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 7.10. Termination; Defaulted Payments. This Agreement shall terminate on the date upon which all Infrastructure Credits due to the Company hereunder have been so credited; provided, however, in the event the County or 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 County or the Company, respectively, until the amount in default shall have been fully paid.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and 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.

ANDERSON COUNTY, SOUTH CAROLINA

By:

\_\_\_\_\_  
Robert T. Dunn, Chairman  
Anderson County Council  
Anderson County, South Carolina

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to County Council  
Anderson County, South Carolina



PROJECT SPINDLE

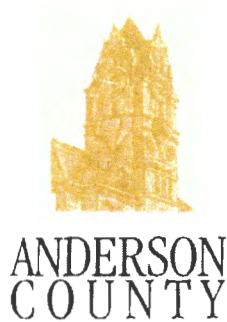
By: \_\_\_\_\_

Its: \_\_\_\_\_

Sponsor Affiliate of Project Spindle

By: \_\_\_\_\_

Its: \_\_\_\_\_



**AGENDA**  
**Civic Center Adhoc Committee Meeting**  
**Wednesday, January 24, 2018 at 12:00 pm**  
**Anderson Historic Courthouse**  
**2nd Floor Conference Room**  
**101 South Main Street, Anderson, South Carolina 29622**  
**Ken Waters, Presiding**

Tommy Dunn  
Chairman  
Council District 5

Ray Graham  
Vice Chairman  
Council District 3

Craig Wooten  
Council District 1

Gracie S. Floyd  
Council District 2

Thomas F. Allen  
Council District 4

Ken Waters  
Council District 6

M. Cindy Wilson  
Council District 7

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Lacey A. Croegaert  
Clerk to Council

Rusty Burns  
County Administrator

1. Call to Order:

2. Invocation and Pledge: Mr. Tom Allen

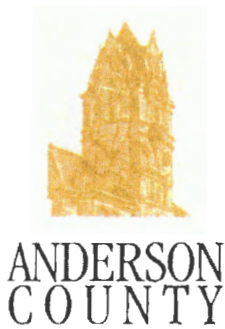
3. Executive Session: Civic Center Management-Proposal

4. New Business

5. Citizens Comments

6. Adjournment

Committee Members: Honorable Ray Graham  
Honorable Tom Allen



**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**PUBLIC SAFETY COMMITTEE**  
February 1, 2018 at 8:30AM  
HISTORIC COURTHOUSE, 2<sup>ND</sup> FLOOR  
CONFERENCE ROOM  
CHAIRMAN S. RAY GRAHAM, PRESIDING

1. Call to order:

Tommy Dunn  
Chairman  
Council District 5

2. Invocation/Pledge of Allegiance:

Mr. Craig Wooten

3. Update on National Institute of Corrections Study

Chief Mike Mitchell

Ray Graham  
Vice Chairman  
Council District 3

4. Discussion on QRV Proposal

Mr. Steve Kelley

7. Public Comment:

Craig Wooten  
Council District 1

8. Adjournment:

Gracie S. Floyd  
Council District 2

**Members:** Chairman Ray Graham  
Honorable Ken Waters  
Honorable Craig Wooten

Thomas F. Allen  
Council District 4

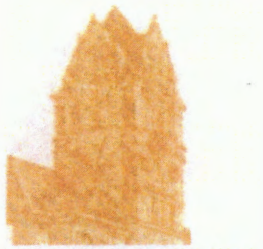
Ken Waters  
Council District 6

M. Cindy Wilson  
Council District 7

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Lacey A. Croegaert  
Clerk to Council

Rusty Burns  
County Administrator



**ANDERSON COUNTY**  
**ANDERSON STRONG**

## **AGENDA**

### **Planning and Public Works Committee Meeting**

**Thursday, February 1, 2018 at 12:00 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.

#### **Council Members:**

**Craig Wooten**  
District One  
[rcwooten1977@gmail.com](mailto:rcwooten1977@gmail.com)

**Gracie S. Floyd**  
District Two  
[floydgs@aol.com](mailto:floydgs@aol.com)  
(864) 226-3491

**Ray Graham**  
District Three  
[rav.graham0709@gmail.com](mailto:rav.graham0709@gmail.com)

**Thomas Allen**  
District Four  
[thomas9976@charter.net](mailto:thomas9976@charter.net)

**Tommy Dunn**  
District Five  
(864) 844-3765  
[district5@andersoncountysc.org](mailto:district5@andersoncountysc.org)

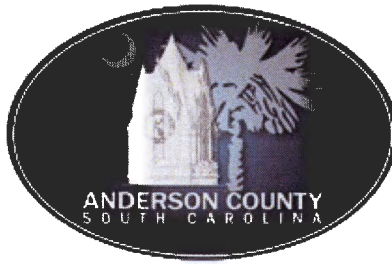
**Kenneth Waters**  
District Six  
[kenwaters@bellsouth.net](mailto:kenwaters@bellsouth.net)

**M. Cindy Wilson**  
District Seven  
[district7@andersoncountysc.org](mailto:district7@andersoncountysc.org)

**Lacey Croegaert**  
Clerk to Council  
[lacroegaert@andersoncountysc.org](mailto:lacroegaert@andersoncountysc.org)

1. Call to Order: Chairman M. Cindy Wilson
2. Invocation and Pledge: Mr. Craig Wooten
3. Pavement Management Presentation  
Mr. Steve Lander, The Kercher Group
4. Executive Session: Solid Waste Disposal Contract
6. New Business
7. Citizens Comments
8. Adjournment

**Committee Members:** M. Cindy Wilson, Chair  
Honorable Craig Wooten  
Honorable Ken Waters



## **AGENDA**

### **ANDERSON COUNTY FINANCE COMMITTEE MEETING**

**February 5, 2018 12:00 p.m.**

**Historic Courthouse – Administrator’s Conference Room - Second Floor**

**Chairman Ken Waters – Presiding**

Tommy Dunn  
Chairman  
Council District 5

Ray Graham  
Vice Chairman  
Council District 3

Craig Wooten  
Council District 1

Gracie S. Floyd  
Council District 2

Thomas F. Allen  
Council District 4

Ken Waters  
Council District 6

M. Cindy Wilson  
Council District 7

Lacey A. Croegaert  
Clerk to Council

Rusty Burns  
County Administrator

#### **Agenda Item**

#### **Person Addressing Item**

- |  |                      |
|--|----------------------|
| 1. Call to Order                                 | Chairman Waters      |
| 2. Invocation and Pledge of Allegiance           | Honorable Ray Graham |
| 3. Capital                                       |                      |
| a. 10 2018 Dodge Chargers-Sheriff’s Office       | Mr. Joseph Stone     |
| b. 26 Tablet Computers for Sheriff’s Vehicles    | Mr. Joseph Stone     |
| c. Aligner with Cabinet-Fleet Services           | Mr. Joseph Stone     |
| d. Three Juniper Switches                        | Mr. Mark Williamson  |
| e. Back-Up Solution                              | Mr. Mark Williamson  |
| 4. Radios Fees                                   | Mr. Mark Williamson  |
| 5. FY 2017 State Homeland Security Grant         | Mr. Michael Miller   |
| 6. FY 18 Supplemental Budget Ordinance-#2018-002 | Ms. Rita Davis       |
| 7. Transfers                                     | Ms. Rita Davis       |
| 8. Executive Session-Personnel Matter            | Mr. Rusty Burns      |
| 9. Citizens Comments                             |                      |
| 10. Adjournment                                  |                      |

#### **Committee Members**

The Honorable Ken Waters  
The Honorable M. Cindy Wilson  
The Honorable Ray Graham

PURCHASE  
REQUISITION  
COUNTY OF ANDERSON

201802177

3a

DO NOT USE THIS SPACE

DATE 1/05/2018

SHIP OR DELIVER TO

SPECIAL INSTRUCTIONS

ANDERSON COUNTY FLEET SERVICES\*\*\*\*INTERNAL USE ONLY\*\*\*\*  
JOSEPH STONE  
739 MICHELIN BOULEVARD

ACCOUNT 360 5231  
OBJECT 008 499  
CONTRACT OR BID NO

ANDERSON SC 29626

QUANTITY	UNIT	DESCRIPTION	PRICE	EXTENDED	TAX
10	EA	2018 DODGE CHARGER PURSUIT AWD HEMI V8	25,085.00	250,850.00	
10	EA	UPFIT/DELIVERY/UPFITTER FEE	5,045.00	50,450.00	
10	EA	INFRASTRUCUTRE MAINTENANCE FEE	500.00	5,000.00	

\*\*\*\*\*  
DELIVERY TO:

ANDERSON COUNTY FLEET SERVICES  
ATTN: JOE STONE  
739 MICHELIN BLVD  
ANDERSON, SC 29626

\*\*\*\*\*  
PAPERWORK/TITLE TO:

COUNTY OF ANDERSON  
101 S MAIN STREET  
ANDERSON, SC 29624

TOTAL AMOUNT: 306,300.00

KNOWN SUPPLIERS

PERFORMANCE AUTOMOTIVE  
605 WARSAW ROAD  
CLINTON, NC 28328

Entered By MJLEDFORD 1/05/2018  
Dept Head Approval JMSTONE 1/05/2018  
Divn Head Approval MHHOPKINS 1/08/2018  
Grant Approval  
Purchasing Received

Comments

STATE CONTRACT# 4400014504

PURCHASE  
REQUISITION  
COUNTY OF ANDERSON

201802015

36

DO NOT USE THIS SPACE

DATE 12/14/2017

SHIP OR DELIVER TO

SPECIAL INSTRUCTIONS

ANDERSON COUNTY FLEET SERVICES\*\*\*\*INTERNAL USE ONLY\*\*\*\*  
JOSEPH STONE  
739 MICHELIN BOULEVARD

ACCOUNT 360 5231  
OBJECT 008 499  
CONTRACT OR BID NO

ANDERSON SC 29626

QUANTITY	UNIT	DESCRIPTION	PRICE	EXTENDED	TAX
24	EA	TABLET COMPUTERS AND STANDS SEE QUOTE DATE OF 11/30/2017 ***** DELIVER TO: ANDERSON COUNTY FLEET SERVICES ATTN: JOE STONE 739 MICHELIN BLVD ANDERSON, SC 29626 ***** TITLE/PAPERWORK COUNTY OF ANDERSON 101 S MAIN ST ANDERSON SC 29624	5,336.25	137,034.90	Y

TOTAL AMOUNT: 137,034.90

KNOWN SUPPLIERS

PARTOLPC

344 JOHN DIETSCH BLVD  
NORTH ATTLEBORO, MA 02763

Entered By MJLEDFORD 12/14/2017  
Dept Head Approval JMSTONE 12/19/2017  
Divn Head Approval MHHOPKINS 12/29/2017  
Grant Approval  
Purchasing Received



PURCHASE  
REQUISITION  
COUNTY OF ANDERSON

201802015

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Sole Source Justification  
-----

THIS IS THE ONLY COMPANY THAT MAKES THESE COMPUTERS. ALSO THEY HAVE BEEN  
TESTED AND APPROVED BY THE SHERIFF'S OFFICE.

PURCHASE  
REQUISITION  
COUNTY OF ANDERSON

201802017

-----  
DO NOT USE THIS SPACE

DATE 12/14/2017

SHIP OR DELIVER TO

SPECIAL INSTRUCTIONS

ANDERSON COUNTY FLEET SERVICES\*\*\*\*INTERNAL USE ONLY\*\*\*\*  
JOSEPH STONE  
739 MICHELIN BOULEVARD

DEPT #5161

ACCOUNT 360 5231  
OBJECT 008 499  
CONTRACT OR BID NO

ANDERSON

SC 29626

-----  
QUANTITY UNIT DESCRIPTION PRICE EXTENDED TAX

2 EA TABLET COMPUTERS AND STANDS SEE QUOTE 5,367.50 11,486.45 Y  
DATE OF 12/7/2017

\*\*\*\*\*  
DELIVER TO:

ANDERSON COUNTY FLEET SERVICES  
ATTN: JOE STONE  
739 MICHELIN BLVD  
ANDERSON, SC 29626

\*\*\*\*\*  
TITLE/PAPERWORK

COUNTY OF ANDERSON  
101 S MAIN ST  
ANDERSON, SC 29624

TOTAL AMOUNT: 11,486.45

-----  
KNOWN SUPPLIERS

PATROLPC

344 JOHN DIETSCH BLVD  
NORTH ATTLEBORO, MA 02763

Entered By MJLEDFORD 12/14/2017  
Dept Head Approval JMSTONE 12/19/2017  
Divn Head Approval MHHOPKINS 12/29/2017  
Grant Approval  
Purchasing Received

PURCHASE  
REQUISITION  
COUNTY OF ANDERSON

201802017

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Sole Source Justification  
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THIS IS THE ONLY COMPANY THAT MAKES THESE COMPUTERS. ALSO THEY HAVE BEEN  
TESTED AND APPROVED BY THE SHERIFF'S OFFICE.



## Patrol PC Sole Source Letter

Advanced Electronic Design, Inc.

344 John Dietsch Blvd.  
North Attleboro, MA 02763

To Whom it May Concern:

Patrol PC, a division of Advanced Electronic Design, Inc., is a sole-source US manufacturer of ultra-rugged, advanced mobile data terminals/computers (MDT's/MDC's) that are customized for use in mobile Police, Fire and EMS vehicles. Our products are designed and manufactured at our headquarters facilities in North Attleboro, MA, and we certify that we meet all requirements of the "Buy America Act".

We are a "direct-from-the-factory" manufacturer with one mission, and that is to produce tablet computers that are "purpose-built" to support the unique mission and duties of mobile Police, Sheriff, Fire and EMS work. We do not build computers for the general public or for other industries. As a result, our computers are not generally available through traditional retail computer distribution channels.

We have two main product families, our RT-12i Fixed Mount Tablets, and our RhinoTab Portable Tablets. Our products are different from traditional laptop computers, with unique features and benefits that we design specifically for first responders, including:

- Ruggedized Metal Frames to Protect Your Investment
- Sealed 1200 NITS, Ultra-Brite Daylight-View-able Displays for Outdoor Use
- Impact-Resistant Windows Touch-Screens
- Built-In eCitation Scanners
- Built-In 4G LTE Data Modems
- Programmable Buttons For Ease Of Use
- Certified to Function From -15F to +149F
- Fully Expandable and Upgradeable to Eliminate Obsolescence
- Up To 7-Year Extended Warranty to Maximize Your Investment

Thank you for your consideration of Patrol PC products for your agency, and feel free to contact me if you have any questions/issues.

Best Regards,

David J. Swithers

President

Patrol PC, a division of Advanced Electronic Design, Inc.

344 John Dietsch Blvd.

North Attleboro, MA 02763

508-699-0458

PURCHASE  
REQUISITION  
COUNTY OF ANDERSON

201802260

3c

DO NOT USE THIS SPACE

DATE 1/16/2018

SHIP OR DELIVER TO

SPECIAL INSTRUCTIONS

ANDERSON COUNTY FLEET SERVICES\*\*\*\*INTERNAL USE ONLY\*\*\*\*  
JOSEPH STONE  
739 MICHELIN BOULEVARD

ACCOUNT 360 5231  
OBJECT 008 498  
CONTRACT OR BID NO

ANDERSON SC 29626

QUANTITY	UNIT	DESCRIPTION	PRICE	EXTENDED	TAX
1	EA	WA674 ALIGNER WITH PREMIUM CABINET	13,921.96	14,896.50	Y
1	EA	HE421ML HAWKEYE ELITE CAMERA	12,568.65	13,448.46	Y
1	EA	20-2511-1 WIDE ANGLE TARGET KIT	175.00	187.25	Y
1	EA	20-2621-1 MEDIUM DUTY TRUCK SPACER KIT	155.55	166.44	Y
1	EA	20-2664-1 TD TARGET WHEEL OFF ADJUSTMENT	388.10	415.27	Y

\*\*\*\*\*

DELIVER TO:

ANDERSON COUNTY FLEET SERVICE  
ATTN: JOE STONE  
739 MICHELIN BLVD  
ANDERSON, SC 29626

TOTAL AMOUNT: 29,113.92

KNOWN SUPPLIERS

MOHAWK RESOURCES LTP  
65 VROOMAN AVE  
AMSTERDAM, NY 120100000

Entered By MJLEDFORD 1/16/2018  
Dept Head Approval JMSTONE 1/18/2018  
Divn Head Approval MHHOPKINS 1/18/2018  
Grant Approval  
Purchasing Received

**Data Network Solutions, Inc.**

629 Lake Tide Dr.  
Chapin, SC 29036  
USA

**3d****Quote**

Quote Date: 12/19/2017  
Quote Number : 130357000001566101

**BILL TO:**

**Anderson County Sheriff**  
305 Camson Rd  
Anderson  
SC  
USA  
29625

**SHIP TO:**

**Anderson County Sheriff**  
305 Camson Rd  
Anderson  
SC  
USA  
29625

Account Name: Anderson County Sheriff  
Contact Name:

Project: Juniper EX3400

Product Code	Product Description	Qty	Sell Price	Total
EX3400-48P	EX3400 48-port 10/100/1000BaseT PoE+, 4 x 1/10G SFP/SFP+, 2 x 40G QSFP+, redundant fans, front-to-back airflow, 1 AC PSU JPSU-820-AC-AFO included (optics sold separately)	3	\$3,669.00	\$11,007.00
SVC-ND-EX34-48P	Juniper Care Next Day Support for EX3400-48P	3	\$315.00	\$945.00
Sub Total				\$11,952.00
Shipping				\$0.00
Tax				\$0.00
Grand Total				\$11,952.00

**Payment Terms and Conditions**

JUNIPER SC STATE CONTRACT 4400000534

DNS reserves the right to amend quotation if errors or omissions occur.

Taxes, Shipping and Handling not included, and are billed as incurred.

Credit Card orders are subject to a 2.8% surcharge.

Returned hardware may be subject to a 25 % restocking fee.

All returns must be within 30 days of receipt, be pre-approved and have an DNS RMA#.

Terms are net 30 days from receipt of invoice. Accounts over 30 days subject to 18% late fees.

\*\*Purchase Orders can be emailed to [orders@datanetworksolutions.com](mailto:orders@datanetworksolutions.com).

JOS Carlson Inc

Anderson  
SC  
USA  
29625

Anderson  
SC  
USA  
29625

Account Name: Anderson County Sheriff  
Contact Name:

Project: Juniper EX3400

Product Code	Product Description	Qty	Sell Price	Total
EX3400-48P	EX3400 48-port 10/100/1000BaseT PoE+, 4 x 1/10G SFP/SFP+, 2 x 40G QSFP+, redundant fans, front-to-back airflow, 1 AC PSU JPSU-920-AC-AFO included (optics sold separately)	3	\$3,669.00	\$11,007.00
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### Data Network Solutions (3 Switches)

		Tax	Subtotal	Source
911 Dispatch	\$ 3,984.00	\$ 278.88	\$ 4,262.88	E911 Tariff Money (80% reimbursable) - 20% (852.58)
Towers St.	3,984.00	\$ 278.88	\$ 4,262.88	E911 Tariff Money (80% reimbursable)
EOC	3,984.00	\$ 278.88	\$ 4,262.88	LEMPG (Emergency Mgmt Grant) for 100% - need to update grant application before purchase
	<b>\$ 11,952.00</b>	<b>\$ 836.64</b>	<b>\$ 12,788.64</b>	

Shipping Est

-

Tax (7%)

836.64

\$ 12,788.64

### Sharp - Backup & Data Recovery Solution

911 Dispatch		Tax	Subtotal	Source
Hardware (one-time)	\$ 8,500.00	\$ 595.00	\$ 9,095.00	E911 Tariff Money (80% reimbursable) - 20% (\$1,819.00)
Maintenance (monthly)	1,022.70			
Maintenance (annual)	12,272.40	\$ 859.07	\$ 13,131.47	E911 Tariff Money (80% reimbursable) - 20% (\$2,626.29)
	<b>\$ 20,772.40</b>	<b>\$ 1,454.07</b>	<b>\$ 22,226.47</b>	

Shipping Est

-

Tax (7%)

1,454.07

\$ 22,226.47

Sheriff's Office		Tax	Subtotal	Source
Hardware (one-time)	\$ 13,600.00	\$ 952.00	\$ 14,552.00	JAG 2016 - 100% Funded
Maintenance (monthly)	2,351.70			
Maintenance (annual)	28,220.40	\$ 1,975.43	\$ 30,195.83	JAG 2016 - 100% Funded for year 1
	<b>\$ 41,820.40</b>	<b>\$ 2,927.43</b>	<b>\$ 44,747.83</b>	

Shipping Est

-

Tax (7%)

2,927.43

\$ 44,747.83



## **Anderson County 911 Managed Network Services Proposal**

**Prepared By:**  
Carla Pruitt, Sharp Business Systems of South Carolina

**Proposal Date:** 12/7/2017  
**Contract Effective Date:** 1/15/2018



**SHARP BUSINESS SYSTEMS**

**Prepared For**  
Neil Parrington  
Anderson County 911  
305 Camson Road  
Anderson , South Carolina 29325

**Prepared By**  
Carla Pruitt  
SBS South Carolina  
109 Ben Hamby Drive  
South Carolina, SC 29615  
864-675-2000

**Effective Date:**  
**1/15/2018**

**Schedule #1**

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Continuity 247 Services	MNS-1TB-C1SER	1TB Scalable Cloud Storage Back up (1TB Cloud and Local Back up/Disaster Recovery, 1 appliance back up, AES256 encryption, Monitoring and Management by NOC)	1	Monthly	\$ 258.30	\$ 258.30
2	Continuity 247 Services	MNS-1TB-AD	1TB Additional Data for 1TB Scalable Cloud Storage Back up	2	Monthly	\$ 195.30	\$ 390.60
3	Continuity 247 Services	MNS-ADDSCS	Additional Server for Cloud Storage Back up	6	Monthly	\$ 62.30	\$ 373.80
4	Hardware	MNS-BDR-SVR	Onsite Backup Appliance	1	One Time	\$ 7,500.00	\$ 7,500.00
5	Project Services	MNS-vCIO-PRJT	BDR Implementation	1	One Time	\$ 1,000.00	\$ 1,000.00
6							
7							
8							
9							
10							
Total Per Hour Price						\$	-
Total Monthly Price						\$	1,022.70
Total Annual Price						\$	-
Total One Time Price						\$	8,500.00

**Comments****Customer Authorizing Signature****Date****Sharp Authorizing Signature****Date**

We offer onsite technical support between 8:00AM and 5:00PM on standard work days at a rate of \$150 per hour plus a travel fee of \$50 will

## Statement of Work

### Cloud Storage Back up

- On-site and off-site cloud backup (Automatic data replication between multiple Datacenters)
- Backups as frequently as every 15 minutes
- Spin up virtual machines on private network in the cloud in the event of disaster
- Bare-metal restores for Windows Servers
- Industry standard AES256 encryption (at rest & in transit)
- SAS70/SSAE 16 Certified Datacenters
- Monitored and Managed on-site/off-site back-up by NOC Technicians

- First Response, responsible party, and primary point of contact will be Sharp's local vCIO
- Sharp's vCIO will contact NOC if additional assistance is needed
- Notifications go to Anderson County Sheriffs Office designated administrator(s), local vCIO, and NOC team
- Backup integrity and recoverability is tested after every backup
- Training will be provided for Anderson County Sheriff's Office on accessing the customer portal, performing data restore & recovery tasks, and running reports, if desired.
- Data and file restoration can be provided by Sharp's vCIO or by Anderson County Sheriffs Office administrators, as needed.
- Recovery time will vary based on amount of data to be recovered.
- In disaster recovery scenarios, virtual server instances can be spun up and made available, on average, within 10 minutes.
- Full bare-metal restore time will vary depending on amount of data and performance of recovery destination hardware.
- Every effort will be made to restore data and/or recover servers by the end of the same business day, as needed.
- Disaster recovery will be performed and managed by Sharp's local vCIO, with additional assistance provided by the NOC, as needed.
- If necessary, Sharp's local vCIO will come onsite and work with Anderson County Sheriffs Office administrators to recover any protected servers.

### Features of Continuity247 Solution for Backup/Disaster Recovery:

- True end-to-end management and verification of backups
- Troubleshooting for backup failures
- NOC-assisted disaster recovery testing and Full DR support
  - Ticketing for backup-related issues that require attention (hardware failure)
  - Services to ensure backups run on time and cloud sync is on schedule
  - Services to restart or fix issues if block-level verification fails
  - Support available 24x7x365 via email, phone, chat or onsite.

### Servers to be included:

ESCADAPP01  
ESCADMD01  
CADAVLO1  
ESCADAV01

**Statement of Work (Continued)**

1TB Additional Data for 1TB Scalable Cloud Storage Back up

**Statement of Work (Continued)**

Additional Server for Cloud Storage Back up



# Master Client Services Agreement

## Sharp Business Systems

This Master Client Services Agreement (this "Agreement") is between Sharp Electronics Corporation, a New York corporation, doing business as Sharp Business Systems, that maintains an office at 109 Ben Hamby Drive South Carolina, SC 29615 ("Company"), and Anderson County 911, a Law Enforcement that maintains an office for business at 305 Camson Road Anderson, South Carolina 29325 ("Client"). The Agreement shall be effective as of the latest date of the signatures of the parties below ("Effective Date"). The parties agree as follows:

- 1) **SCOPE OF SERVICES.** Company agrees to assist Client with information technology and hosting services as set forth in Schedule 1, and as set forth in one or more applicable statements of work (each, a "Statement of Work") that may be executed from time-to-time by both parties under this Agreement (collectively, the "Services"). To be effective, each Statement of Work (if any) shall reference this Agreement and, when executed by both parties, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each Statement of Work is enforceable according to the terms and conditions contained therein, and in the event of a direct conflict between the language of this Agreement and any Statement of Work, the language of the Statement of Work shall control, but only with respect to that particular Statement of Work. Company shall perform all Services in accordance with the relevant standard practices for the managed service provider industry, as well as those service levels explicitly described in any relevant Statement of Work.
- 2) **PAYMENT.** Unless otherwise stated in a statement of work, Payment is due within ten (10) calendar days from the date Client receives an invoice for Services from Company. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in Schedule 1 or a relevant Statement of Work. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.
- 3) **AUTHORIZED CONTACT PERSON.** Client shall designate one or more authorized contact person(s) (each, an Authorized Contact") with whom Company will conduct Service-related communications. Client's initial Authorized Contact(s) is/are: Mark Williamson. Likewise, Client may designate one or more Authorized Contact(s) with respect to individual Statements of Work. Each Authorized Contact shall be a point of contact for Company, and shall be authorized to provide, modify and approve on Client's behalf, work direction, Statements of Work, and Change Orders. Client understands and agrees that Company shall be permitted to act upon the direction and apparent authority of each Authorized Contact, unless and until Company receives written notice from Client (as described below) that an Authorized Contact is no longer authorized to act on Client's behalf. If during the Term of this Agreement, Client wishes to add or remove an Authorized Contact, or modify an Authorized Contact's information or authority, Client must notify Company in writing of the change(s) including (in the event of the addition of an Authorized Contact) the Authorized Contact's name, address, email address and telephone number.
- 4) **ACCESS TO PREMISES:** To the extent that Services are performed on Client's premises ("Premises"), Client hereby grants to Company the right of ingress and egress over the Premises and further grants Company a license to provide the Services described in any Statement of Work within the Premises. To the extent that Services are provided to Client on property other than the Premises, it shall be Client's responsibility to secure, at Client's own cost, prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to provide Services at such location(s). Client shall provide Company with any passwords or keys (virtual or otherwise) that Company requires in order to provide the Services to Client. Company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Client's denial to Company of full and free access to Client's systems and components thereof, or Client's denial to Company of full and free access to Client's personnel or Premises pursuant to this Agreement.
- 5) **WARRANTIES; LIMITATIONS OF LIABILITY**
  - a) Any third party products provided to Client pursuant to this Agreement, including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to Client "as is". Company shall use reasonable efforts to assign all warranties (if any) for the Third Party Products to Client, but will have no liability whatsoever for such third party products. All Third Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between Company and Client, and Company shall not be held liable as an insurer or guarantor of the performance or
  - b) Company assumes no liability for failure of equipment or software or any losses resulting from such failure.
  - c) Client warrants and represents that it shall not use any systems or processes made available by Company to Client for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (i.e., SPAM).
  - d) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY STATEMENT(S) OF WORK EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. IT IS UNDERSTOOD AND AGREED THAT THE COSTS OF HARDWARE OR SOFTWARE (IF ANY) PROVIDED TO CLIENT UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN
- 6) **INDEMNIFICATION.** Each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the grossly negligent acts or omissions, or intentional wrongful misconduct, of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors, and from any Damages arising from or related to the Indemnifying Party's uncured, material breach of this Agreement. The Indemnifying Party further agrees to indemnify, defend, save and hold harmless the Indemnified Party, its offices, agents and employees, from all Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services; provided however, that such Damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.
- 7) **COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY.** Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"). The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party. During the term of this Agreement, Client may use and modify any intellectual property provided to Client by Company pursuant to this Agreement, provided that such modifications (i) do not result in or cause the infringement of any intellectual property rights of any third party, (ii) do not require Client to reverse engineer Company's intellectual property, and (iii) do not negatively impact the security or integrity of any of Company's equipment, or the integrity or implementation of the Services. Each party's limited right to use the other party's intellectual property as described herein automatically terminates upon the termination of this Agreement.
- 8) **TERM AND TERMINATION**
  - a) **Term.** This Agreement shall remain in effect for a period twenty four (24) months beginning on the Effective Date, and shall at its expiration and the expiration of any renewal term, automatically renew for an additional twelve (12) months at then current rates unless either party gives written notice to terminate not less than sixty (60) but not more than one hundred and eighty (180) days prior to the expiration of any term then in effect.
  - b) **Consent.** The parties may mutually consent, in writing, to terminate this Agreement or any Statement of Work at any time.
  - c) **Default.** In the event that one party (a "Defaulting Party") commits a material breach of this Agreement or a Statement of Work, the non-Defaulting Party shall have the right, but not the obligation, to terminate immediately this Agreement or the relevant Statement of Work provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within fifteen (15) days following receipt of written notice from the non-Defaulting Party.
  - d) **Equipment Removal.** Upon termination of this Agreement for any reason, Client shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned equipment is located) to enable Company to remove all Company-owned equipment from such premises (if any).
  - e) **Transition.** In the event this Agreement is terminated for any reason whatsoever, all Client data held by Company shall be returned to the Client in a commercially reasonable manner and time frame, not to exceed thirty (30) calendar days following the date of request of the return of such data by Client. In the event that Client requests Company's assistance to transition to a new service provider, Company shall do so provided that (i) all fees due and owing to Company under this Agreement are paid to Company in full prior to Company providing its assistance to Client, and (ii) Client agrees to pay Company its then-current hourly rate for such assistance, with upfront amounts to be paid to Company as agreed upon between the parties. Company shall have no obligation to store or maintain any Client data in Company's possession or control beyond thirty (30) calendar days following the termination of this Agreement. Company shall be held harmless for and indemnified by Client against any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, Company's deletion of Client data beyond the time frames described in this Section.
  - f) **Impact.** Termination of a Statement of Work shall not act as a termination of any other Statement of Work or as a termination of this Agreement as a whole. Termination of this Agreement, however, shall act as a termination of all Statements of Work then pending, unless the parties agree otherwise in writing.
  - g) **No Liability.** Unless expressly stated in this Agreement, neither party shall be liable to the other party or any third party for any compensation, reimbursement, losses, expenses, costs or damages (collectively, "Damages") arising from or related to, directly or indirectly, the termination of this Agreement for any reason, or for Damages arising from or relating to Company's disclosure of information pursuant to any valid legal request to which Company is required to comply. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual



# Master Client Services Agreement

## Sharp Business Systems

### 9) UPTIME; REMEDIES

- a) **Uptime** . Company shall use commercially reasonable efforts to ensure that the Services are available to Client on a 99% monthly average basis ("Uptime"), except during Scheduled Downtime (defined below), or due to client-side downtime (described below) or when outages or issues occur due to a force majeure event.
- b) **Scheduled Downtime** . For the purposes of this Agreement, Scheduled Downtime shall mean those hours, as determined by Company but which shall not occur between the hours of 8 AM and 6 PM Monday through Friday without Client's authorization or unless exigent circumstances exist, during which time Company shall perform scheduled maintenance or adjustments to its network. Company shall use commercially reasonable efforts to provide Client with at least forty-eight (48) hours of notice prior to scheduling Scheduled Downtime.
- c) **Client-Side Downtime** . Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies in the Services to the extent that such delays or deficiencies are caused by Client's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadline as Company deems necessary to accommodate such
- d) **Remedies; Limitations** . If Company fails to meet its Uptime commitment on ten (10) or more occasions over the course of a three (3) contiguous month period, Client shall have the right to terminate this Agreement for cause by providing Company with thirty (30) days written notice of termination, with no further liability to Company whatsoever. The remedies contained in this paragraph and those in Section 8(c) above, are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to Client for Company's failure to meet any service level during the term of this
- e) **Exemption** . The parties acknowledge and agree that for the first thirty (30) days following the Effective Date, the Uptime commitment described in this Section shall not apply to Company, it being understood that there may be unanticipated downtime or delays due to Company's initial startup activities with Client.

### 10) MISCELLANEOUS

- a) **Assignment** . This Agreement or any Statement of Work may not be assigned or transferred by Company without the prior written consent of the Client, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Company may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.
- b) **Amendment** . No amendment or modification of this Agreement or any Statement of Work (including any schedules or exhibits) shall be valid or binding upon the parties unless such amendment or modification specifically refers to this Agreement, is in writing, and is signed by one of the Designated Contacts of each party.
- c) **Time Limitations** . The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any Statement of Work must be commenced within one (1) year after the cause of action accrues or the action is forever barred.
- d) **Severability** . If any provision hereof or any Statement of Work is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any Statement of Work shall be valid and enforceable to the fullest extent permitted by applicable law.
- e) **Other Terms** . Company shall not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed Statement of Work. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such an unenforceable provision or provisions had never been included in this Agreement.
- f) **No Waiver** . The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.
- g) **Merger** . This Agreement, together with any Statement(s) of Work, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or Statement of Work shall act only to provide illustrations or descriptions of Services to be provided, and shall not act to modify this Agreement or provide binding contractual language between the parties. Company shall not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.
- h) **Force Majeure** . Company shall not be liable to Client for delays or failures to perform its obligations under this Agreement or any Statement of Work because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of
- i) **Non-Solicitation** . Client acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Client will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Company's employees or subcontractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit or otherwise influence any employee or agent of Company to discontinue such employment or agency relationship with Company. In the event that Client violates the terms of the restrictive covenants in this Section 10(i), the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and agree that in such event, as Company's sole and exclusive remedy therefore, Client shall pay Company as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of
- j) **Insurance** . Company and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any Statement of Work, including but not limited to, workers compensation and general liability with a limit not less than \$1,000,000 per occurrence. The required insurance coverage shall be issued by an insurance company duly authorized and licensed with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+.
- k) **Governing Law; Venue** . This Agreement and any Statement of Work shall be governed by, and construed according to, the laws of the State of New Jersey. Client hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Essex and Bergen Counties, in the State of New Jersey, for any and all claims and causes of action arising from or related to this Agreement. THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO A TRIAL BY JURY for any and all claims and causes of action arising from or related to this Agreement.
- l) **No Third Party Beneficiaries** . The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- m) **Usage in Trade** . It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- n) **Business Day** . If any time period set forth in this Agreement expires on a day other than a business day in Bergen County, New Jersey, such period shall be extended to and through the next succeeding business day in Bergen County, New Jersey.
- o) **Notices** . Where notice is required to be provided to a party under this Agreement, such notice shall be deemed delivered upon receipt by the receiving party, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx to the addresses set forth in the opening paragraph of this Agreement, or to such other address as the parties may designate from time to time.
- p) **Independent Contractor** . Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other.
- q) **Subcontractors** . Company may subcontract or delegate part or all of the Services to one or more third parties.
- r) **Counterparts** . The parties may execute and deliver this Agreement and any Statement of Work in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any Statement of Work) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party shall be entitled to rely upon the apparent integrity and authenticity of such signature for all purposes.

The terms and conditions of the **Master Client Services** apply in full to the services and products provided under the Statement of Work. **IN WITNESS THEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

#### AGREED AND ACCEPTED

Date: \_\_\_\_\_

Sharp Business Systems

By: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

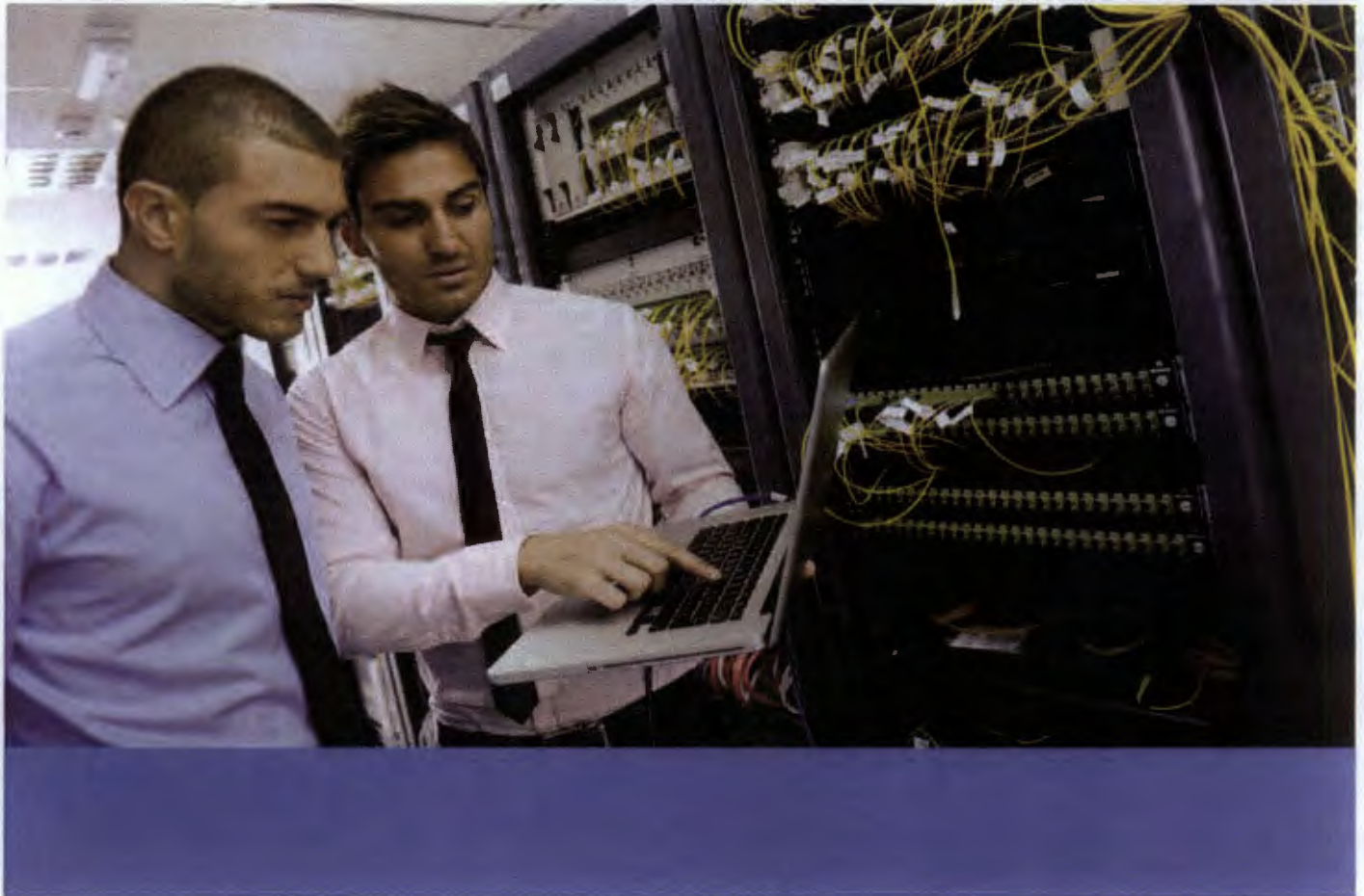
Date: \_\_\_\_\_

Client: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_



### **Anderson County Sheriff's Office Managed Network Services Proposal**

**Prepared By:**  
Carla Pruitt, Sharp Business Systems of South Carolina

**Proposal Date:** 12/7/2017  
**Contract Effective Date:** 1/15/2018



**SHARP BUSINESS SYSTEMS**

**Prepared For**  
Mark Williamson  
Anderson County Sheriff's Office  
305 Camson Road  
Anderson, South Carolina 29625  
864-260-4400

**Effective Date:**  
1/15/2018

**Prepared By**  
Carla Pruitt  
SBS South Carolina  
109 Ben Hamby Drive  
Greenville, SC 29615  
864-675-2000

**Schedule #1**

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Desktop Services	MNS-DM	Desktop Management (MS Patching, Anti-Virus License and Management, Malwarebytes License and Management, Monthly Report)	2	Monthly	\$ 10.00	\$ 20.00
2	Continuity 247 Services	MNS-ADDSCS	Additional Server for Cloud Storage Back up	17	Monthly	\$ 87.50	\$ 1,487.50
3	Continuity 247 Services	MNS-1TB-C1SER	1TB Scalable Cloud Storage Back up (1TB Cloud and Local Back up/Disaster Recovery, 1 appliance back up, AES256 encryption, Monitoring and Management by NOC)	1	Monthly	\$ 258.30	\$ 258.30
4	Continuity 247 Services	MNS-1TB-AD	1TB Additional Data for 1TB Scalable Cloud Storage Back up	3	Monthly	\$ 195.30	\$ 585.90
5	Hardware	MNS-BDR-SVR	Onsite Backup Appliance	1	One Time	\$ 10,000.00	\$ 10,000.00
6	Project Services	MNS-VCIO-PRJT	Onsite/Offsite Setup and Implementation	1	One Time	\$ 3,600.00	\$ 3,600.00
7							
8							
9							
10							
Total Per Hour Price						\$	-
Total Monthly Price						\$	2,351.70
Total Annual Price						\$	-
Total One Time Price						\$	13,600.00

**Comments**

\*\*\*If copiers/printers are leased through Sharp, Technology Grant would cover cost of the server (\$10,000)

**Customer Authorizing Signature****Date****Sharp Authorizing Signature****Date**

We offer onsite technical support between 8:00AM and 5:00PM on standard work days at a rate of \$150 per hour plus a travel fee of \$50 will apply for each incident.

Sharp Business Systems of South Carolina | 864-675-2000

Page 2 of 10

## Statement of Work

### Desktop Management - No Service Desk Available

#### 1. Microsoft Patch Management

Research and test patches from Microsoft on a monthly basis. Each patch is installed in a test environment to see if there are any performance problems. The patches that are approved are then whitelisted. After testing, patches are deployed to client sites based on the patch policies.

#### 2. 3rd Party Patching

In addition to MS Patch, manage the patch for the software below.

Adobe Acrobat, AIR, Flash, Reader, Shockwave, Apple iTunes, QuickTime, Mozilla Firefox, Java Development Kit, Runtime Environment

#### 3. Anti-Virus Management

Correct corrupted installations and ensure all desktops receive the latest definitions to prevent unwanted viruses.

#### 4. Executive Reports

Provide the detail monthly report for monitoring and activities that were done.

#### 5. Asset & Inventory Reports

Track desktop hardware and software to easily identify what machines are out of warranty. Also provides ability to track software changes if users install rogue software.

#### 6. LogMeIn Remote Control

LogMeIn tool is available to resolve the issue remotely.

#### 7. Desktop Performance Monitoring

Monitor CPU, Disk Space, and Event Logs to keep the machine running at its best and help prevent future issues.

#### 8. Anti-Virus Software and Malwarebytes Software

Anti-Virus software is included free of charge, which protects machines against viruses and attacks.

Malwarebytes software is included free of charge, which prevents machines from malware, rootkits and unwanted spyware

## Statement of Work (Continued)

Features of Continuity247 Solution for Backup/Disaster Recovery:

- True end-to-end management and verification of backups Troubleshooting for backup failures
- NOC-assisted disaster recovery testing and Full DR support
- Ticketing for backup-related issues that require attention (hardware failure)
- Services to ensure backups run on time and cloud sync is on schedule
- Services to restart or fix issues if block-level verification fails
- Support available 24x7x365 via email, phone, chat or onsite.

## Statement of Work (Continued)

### Cloud Storage Back up

- On-site and off-site cloud backup (Automatic data replication between multiple U.S. Datacenters)
- Backups as frequently as every 15 minutes
- Spin up virtual machines on private network in the cloud in the event of disaster
- Bare-metal restores for Windows Servers
- Industry standard AES256 encryption (at rest & in transit)
- SAS70/SSAE 16 Certified Datacenters
- Monitored and Managed on-site/off-site back-up by local vCIO and NOC Technicians
  - First Response, responsible party, and primary point of contact will be Sharp's local vCIO
  - Sharp's vCIO will contact NOC if additional assistance is needed
  - Notifications go to Anderson County Sheriffs Office designated administrator(s), local vCIO, and NOC team
  - Backup integrity and recoverability is tested after every backup
  - Training will be provided for Anderson County Sheriff's Office on accessing the customer portal, performing data restore & recovery tasks, and running reports, if desired.
  - Data and file restoration can be provided by Sharp's vCIO or by Anderson County Sheriffs Office administrators, as needed.
  - Recovery time will vary based on amount of data to be recovered.
  - In disaster recovery scenarios, virtual server instances can be spun up and made available, on average, within 10 minutes.
  - Full bare-metal restore time will vary depending on amount of data and performance of recovery destination hardware.
  - Every effort will be made to restore data and/or recover servers by the end of the same business day, as needed.
  - Disaster recovery will be performed and managed by Sharp's local vCIO, with additional assistance provided by the NOC, as needed.
  - If necessary, Sharp's local vCIO will come onsite and work with Anderson County Sheriffs Office administrators to recover any protected servers.

### Servers to be included in

#### backup routine:

ACSOSERVE01  
ACSOSQL01  
ACSOUTL01  
ACSOAPP01  
ACSODFL01  
ACSOHYPV-01  
ACSODC-00  
ACSO-ADMT  
ACSO-26374  
ACSO-NCIC01  
TRACKSERVER  
acsoserve03  
AOFLAPP01  
ACSOHYPV-02  
ACSOHYPV-03  
AOFLHYPV-01

## Statement of Work (Continued)

1TB Additional Data for 1TB Scalable Cloud Storage Back up



**Statement of Work (Continued)**

Onsite Backup Appliance

# Master Client Services Agreement

## Sharp Business Systems

This Master Client Services Agreement (this "Agreement") is between Sharp Electronics Corporation, a New York corporation, doing business as Sharp Business Systems, that maintains an office at 109 Ben Hamby Drive Greenville, SC 29615 ("Company"), and Anderson County Sheriff's Office, a County Government that maintains an office for business at 305 Camson Road Anderson, South Carolina 29625 ("Client"). The Agreement shall be effective as of the latest date of the signatures of the parties below ("Effective Date"). The parties agree as follows:

- 1) **SCOPE OF SERVICES.** Company agrees to assist Client with information technology and hosting services as set forth in Schedule 1, and as set forth in one or more applicable statements of work (each, a "Statement of Work") that may be executed from time-to-time by both parties under this Agreement (collectively, the "Services"). To be effective, each Statement of Work (if any) shall reference this Agreement and, when executed by both parties, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each Statement of Work is enforceable according to the terms and conditions contained therein, and in the event of a direct conflict between the language of this Agreement and any Statement of Work, the language of the Statement of Work shall control, but only with respect to that particular Statement of Work. Company shall perform all Services in accordance with the relevant standard practices for the managed service provider industry, as well as those service levels explicitly described in any relevant Statement of Work.
- 2) **PAYMENT.** Unless otherwise stated in a statement of work, Payment is due within ten (10) calendar days from the date Client receives an invoice for Services from Company. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in Schedule 1 or a relevant Statement of Work. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.**
- 3) **AUTHORIZED CONTACT PERSON.** Client shall designate one or more authorized contact person(s) (each, an Authorized Contact") with whom Company will conduct Service-related communications. Client's initial Authorized Contact(s) is/are: Mark Williamson. Likewise, Client may designate one or more Authorized Contact(s) with respect to individual Statements of Work. Each Authorized Contact shall be a point of contact for Company, and shall be authorized to provide, modify and approve on Client's behalf, work direction, Statements of Work, and Change Orders. Client understands and agrees that Company shall be permitted to act upon the direction and apparent authority of each Authorized Contact, unless and until Company receives written notice from Client (as described below) that an Authorized Contact is no longer authorized to act on Client's behalf. If during the Term of this Agreement, Client wishes to add or remove an Authorized Contact, or modify an Authorized Contact's information or authority, Client must notify Company in writing of the change(s) including (in the event of the addition of an Authorized Contact) the Authorized Contact's name, address, email address and telephone number.
- 4) **ACCESS TO PREMISES:** To the extent that Services are performed on Client's premises ("Premises"), Client hereby grants to Company the right of ingress and egress over the Premises and further grants Company a license to provide the Services described in any Statement of Work within the Premises. To the extent that Services are provided to Client on property other than the Premises, it shall be Client's responsibility to secure, at Client's own cost, prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to provide Services at such location(s). Client shall provide Company with any passwords or keys (virtual or otherwise) that Company requires in order to provide the Services to Client. Company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Client's denial to Company of full and free access to Client's systems and components thereof, or Client's denial to Company of full and free access to Client's personnel or Premises pursuant to this Agreement.
- 5) **WARRANTIES; LIMITATIONS OF LIABILITY**
  - a) Any third party products provided to Client pursuant to this Agreement, including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to Client "as is". Company shall use reasonable efforts to assign all warranties (if any) for the Third Party Products to Client, but will have no liability whatsoever for such third party products. All Third Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between Company and Client, and Company shall not be held liable as an insurer or guarantor of the performance or
  - b) Company assumes no liability for failure of equipment or software or any losses resulting from such failure.
  - c) Client warrants and represents that it shall not use any systems or processes made available by Company to Client for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (i.e., SPAM).
  - d) **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY STATEMENT(S) OF WORK EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. IT IS UNDERSTOOD AND AGREED THAT THE COSTS OF HARDWARE OR SOFTWARE (IF ANY) PROVIDED TO CLIENT UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN**
- 6) **INDEMNIFICATION.** Each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the grossly negligent acts or omissions, or intentional wrongful misconduct, of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors, and from any Damages arising from or related to the Indemnifying Party's uncured, material breach of this Agreement. The Indemnifying Party further agrees to indemnify, defend, save and hold harmless the Indemnified Party, its offices, agents and employees, from all Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services; provided however, that such Damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.
- 7) **COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY.** Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"). The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party. During the term of this Agreement, Client may use and modify any intellectual property provided to Client by Company pursuant to this Agreement, provided that such modifications (i) do not result in or cause the infringement of any intellectual property rights of any third party, (ii) do not require Client to reverse engineer Company's intellectual property, and (iii) do not negatively impact the security or integrity of any of Company's equipment, or the integrity or implementation of the Services. Each party's limited right to use the other party's intellectual property as described herein automatically terminates upon the termination of this Agreement.
- 8) **TERM AND TERMINATION**
  - a) **Term.** This Agreement shall remain in effect for a period twenty four (24) months beginning on the Effective Date, and shall at its expiration and the expiration of any renewal term, automatically renew for an additional twelve (12) months at then current rates unless either party gives written notice to terminate not less than sixty (60) but not more than one hundred and eighty (180) days prior to the expiration of any term then in effect.
  - b) **Consent.** The parties may mutually consent, in writing, to terminate this Agreement or any Statement of Work at any time.
  - c) **Default.** In the event that one party (a "Defaulting Party") commits a material breach of this Agreement or a Statement of Work, the non-Defaulting Party shall have the right, but not the obligation, to terminate immediately this Agreement or the relevant Statement of Work provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within fifteen (15) days following receipt of written notice from the non-Defaulting Party.
  - d) **Equipment Removal.** Upon termination of this Agreement for any reason, Client shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned equipment is located) to enable Company to remove all Company-owned equipment from such premises (if any).
  - e) **Transition.** In the event this Agreement is terminated for any reason whatsoever, all Client data held by Company shall be returned to the Client in a commercially reasonable manner and time frame, not to exceed thirty (30) calendar days following the date of request of the return of such data by Client. In the event that Client requests Company's assistance to transition to a new service provider, Company shall do so provided that (i) all fees due and owing to Company under this Agreement are paid to Company in full prior to Company providing its assistance to Client, and (ii) Client agrees to pay Company its then-current hourly rate for such assistance, with upfront amounts to be paid to Company as agreed upon between the parties. Company shall have no obligation to store or maintain any Client data in Company's possession or control beyond thirty (30) calendar days following the termination of this Agreement. Company shall be held harmless for and indemnified by Client against any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, Company's deletion of Client data beyond the time frames described in this Section.
  - f) **Impact.** Termination of a Statement of Work shall not act as a termination of any other Statement of Work or as a termination of this Agreement as a whole. Termination of this Agreement, however, shall act as a termination of all Statements of Work then pending, unless the parties agree otherwise in writing.
  - g) **No Liability.** Unless expressly stated in this Agreement, neither party shall be liable to the other party or any third party for any compensation, reimbursement, losses, expenses, costs or damages (collectively, "Damages") arising from or related to, directly or indirectly, the termination of this Agreement for any reason, or for Damages arising from or relating to Company's disclosure of information pursuant to any valid legal request to which Company is required to comply. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with such party's or any third party's goodwill or business.

# Master Client Services Agreement

## Sharp Business Systems

### 9) UPTIME; REMEDIES

- a) **Uptime** . Company shall use commercially reasonable efforts to ensure that the Services are available to Client on a 99% monthly average basis ("Uptime"), except during Scheduled Downtime (defined below), or due to client-side downtime (described below) or when outages or issues occur due to a force majeure event.
- b) **Scheduled Downtime** . For the purposes of this Agreement, Scheduled Downtime shall mean those hours, as determined by Company but which shall not occur between the hours of 8 AM and 6 PM Monday through Friday without Client's authorization or unless exigent circumstances exist, during which time Company shall perform scheduled maintenance or adjustments to its network. Company shall use commercially reasonable efforts to provide Client with at least forty-eight (48) hours of notice prior to scheduling Scheduled Downtime.
- c) **Client-Side Downtime** . Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies in the Services to the extent that such delays or deficiencies are caused by Client's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadline as Company deems necessary to accommodate such
- d) **Remedies; Limitations** . If Company fails to meet its Uptime commitment on ten (10) or more occasions over the course of a three (3) contiguous month period, Client shall have the right to terminate this Agreement for cause by providing Company with thirty (30) days written notice of termination, with no further liability to Company whatsoever. The remedies contained in this paragraph and those in Section 8(c) above, are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to Client for Company's failure to meet any service level during the term of this
- e) **Exemption** . The parties acknowledge and agree that for the first thirty (30) days following the Effective Date, the Uptime commitment described in this Section shall not apply to Company, it being understood that there may be unanticipated downtime or delays due to Company's initial startup activities with Client.

### 10) MISCELLANEOUS

- a) **Assignment** . This Agreement or any Statement of Work may not be assigned or transferred by Company without the prior written consent of the Client, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Company may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.
- b) **Amendment** . No amendment or modification of this Agreement or any Statement of Work (including any schedules or exhibits) shall be valid or binding upon the parties unless such amendment or modification specifically refers to this Agreement, is in writing, and is signed by one of the Designated Contacts of each party.
- c) **Time Limitations** . The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any Statement of Work must be commenced within one (1) year after the cause of action accrues or the action is forever barred.
- d) **Severability** . If any provision hereof or any Statement of Work is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any Statement of Work shall be valid and enforceable to the fullest extent permitted by applicable law.
- e) **Other Terms** . Company shall not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed Statement of Work. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such an unenforceable provision or provisions had never been included in this Agreement.
- f) **No Waiver** . The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.
- g) **Merger** . This Agreement, together with any Statement(s) of Work, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or Statement of Work shall act only to provide illustrations or descriptions of Services to be provided, and shall not act to modify this Agreement or provide binding contractual language between the parties. Company shall not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.
- h) **Force Majeure** . Company shall not be liable to Client for delays or failures to perform its obligations under this Agreement or any Statement of Work because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of
- i) **Non-Solicitation** . Client acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Client will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Company's employees or subcontractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit or otherwise influence any employee or agent of Company to discontinue such employment or agency relationship with Company. In the event that Client violates the terms of the restrictive covenants in this Section 10(i), the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and agree that in such event, as Company's sole and exclusive remedy therefore, Client shall pay Company as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base
- j) **Insurance** . Company and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any Statement of Work, including but not limited to, workers compensation and general liability with a limit not less than \$1,000,000 per occurrence. The required insurance coverage shall be issued by an insurance company duly authorized and licensed with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+.
- k) **Governing Law; Venue** . This Agreement and any Statement of Work shall be governed by, and construed according to, the laws of the State of New Jersey. Client hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Essex and Bergen Counties, in the State of New Jersey, for any and all claims and causes of action arising from or related to this Agreement. THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO A TRIAL BY JURY for any and all claims and causes of action arising from or related to this Agreement.
- l) **No Third Party Beneficiaries** . The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- m) **Usage in Trade** . It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- n) **Business Day** . If any time period set forth in this Agreement expires on a day other than a business day in Bergen County, New Jersey, such period shall be extended to and through the next succeeding business day in Bergen County, New Jersey.
- o) **Notices** . Where notice is required to be provided to a party under this Agreement, such notice shall be deemed delivered upon receipt by the receiving party, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx to the addresses set forth in the opening paragraph of this Agreement, or to such other address as the parties may designate from time to time.
- p) **Independent Contractor** . Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other.
- q) **Subcontractors** . Company may subcontract or delegate part or all of the Services to one or more third parties.
- r) **Counterparts** . The parties may execute and deliver this Agreement and any Statement of Work in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any Statement of Work) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party shall be entitled to rely upon the apparent integrity and authenticity of such signature for all purposes.
- s) **Export** . Client will comply with applicable import, export control and economic sanction laws and regulations, including those of the United States, that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to certain sanctioned countries and users, and for certain prohibited end uses, including, but not limited to, nuclear facilities, space or missile systems, and weapons systems (whether chemical, biological, or otherwise). Client agrees to comply with all such laws, regulations, orders, and policies.

The terms and conditions of the Master Client Services apply in full to the services and products provided under the Statement of Work. IN WITNESS THEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

#### AGREED AND ACCEPTED

Date: \_\_\_\_\_  
Sharp Business Systems  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_

Date: \_\_\_\_\_  
Client: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_





S.C. Law Enforcement Division  
STATE HOMELAND SECURITY GRANT PROGRAM  
SOLE SOURCE PROCUREMENT FORM

Use of sole source procurement is discouraged. If, after completion of the competitive bidding process, only one responsive bid is received (less than two complete competitive bids received), then this is a sole source procurement (based on the Office of Management and Budget Circular 66). Sole source procurement will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code and the federal requirements as outlined below:

1. All sole source procurement requires the explicit prior written approval of the State Administrative Agency (SAA)-SLED.
2. This form requesting any sole source procurement approval must be submitted to SLED by the Procurement Officer for the subgrantee's unit of government prior to purchase and follow the requirements according to dollar amounts as outlined in the State Homeland Security Grant Program Procurement Procedures. This form must also contain sufficient documentation to justify the request and should address the following information:
  - a. Brief description of the program; Fully Managed backup and disaster recovery for ACSO's Teir 1 critical servers that includes both onsite recovery and cloud based recovery.
  - b. Complete description of requested line item(s) as they are listed in the grant application, and costs for which the sole source procurement is being sought;  
Self-service, fully managed and secured backup/disaster recovery solution
    - Database restores include, MS Exchange, SQL, MySQL
    - Self-service virtualization of individual machines on appliance & cloud
    - Bare-metal restores for Windows Servers
    - Automatic data replication between multiple Datacenters
    - Granular scheduling of backup & retention policies
    - Block-level encryption
    - Industry standard AES256 encryption (at rest & in transit)
    - Advanced Security and 24x7 DDoS Prevention
    - Live reporting to meet state transparency and auditing requirements
  - c. Explanation of need to contract noncompetitively to include the expertise of the contractor, management, responsiveness, knowledge of program, and experience of contractor personnel; ASCO has evaluated a number of other scenarios for approximately a year and a half in search of an end to end solution that includes hardware, levels of security needed for SLED, ongoing engineer support 27/7/365, live reporting capability for auditing, implementation and training services, included ticketing system and auto notification in the case a server or ASCO data is compromised, and local support. Sharp's Continuity 247 solution is the only program we believe will meet all of these expectations as well as our budgetary constraints.
  - d. Time constraints such as when contractual coverage is required and why, impact on the program if dates are not met, time it would take another contractor to reach the same level of competence (equate to dollars if desired); As cyber security has become a high priority our goal is to implement a solution as quickly as possible that ensures the highest level of security for our data and having to partner with multiple vendors to accomplish the same thing this solution will accomplish with just one vendor with local resources who can implement before year end greatly mitigates our risk as well as saves money if we were to utilize internal resources to attempt to accomplish this project.
  - e. Uniqueness: There are other solutions that provide license for cloud based replication but without proper levels of encryption needed to meet SLED requirements and also require ASCO to purchase our own hardware locally and manage them without monitoring services. Monitoring services would also be a separate solution with separate cost, it is included with this solution. Other solutions do not give us 24/7/365 availability of engineering staff in the case we have to restore 1 or multiple servers due to natural disaster, Ransomware, or otherwise compromised data.

f. Other points that should be expressed to substantiate the request; and,

g. A declaration that this action is in the "best interest" of the agency.

_____ Procurement Officer	_____ Date	_____ Project Director	_____ Date
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Grant Number \_\_\_\_\_

Send the form to the following address:

**State Homeland Security Grant Program Point of Contact**

Donna Strange, Senior Accountant  
SLED Homeland Security Grants Administration  
Post Office Box 21398  
Columbia, SC 29221-1398  
(803) 896-7089  
Fax (803) 896-7057

[dstrange@sled.sc.gov](mailto:dstrange@sled.sc.gov)





S.C. Law Enforcement Division  
STATE HOMELAND SECURITY GRANT PROGRAM  
SOLE SOURCE PROCUREMENT FORM

Use of sole source procurement is discouraged. If, after completion of the competitive bidding process, only one responsive bid is received (less than two complete competitive bids received), then this is a sole source procurement (based on the Office of Management and Budget Circular 66). Sole source procurement will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code and the federal requirements as outlined below:

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  - a. Brief description of the program; Fully Managed backup and disaster recovery for ASCO's Teir 1 critical servers that includes both onsite recovery and cloud based recovery.
  - b. Complete description of requested line item(s) as they are listed in the grant application, and costs for which the sole source procurement is being sought;  
Self-service, fully managed and secured backup/disaster recovery solution
    - Database restores include, MS Exchange, SQL, MySQL
    - Self-service virtualization of individual machines on appliance & cloud
    - Bare-metal restores for Windows Servers
    - Automatic data replication between multiple Datacenters
    - Granular scheduling of backup & retention policies
    - Block-level encryption
    - Industry standard AES256 encryption (at rest & in transit)
    - Advanced Security and 24x7 DDoS Prevention
    - Live reporting to meet state transparency and auditing requirements
  - c. Explanation of need to contract noncompetitively to include the expertise of the contractor, management, responsiveness, knowledge of program, and experience of contractor personnel; ASCO has evaluated a number of other scenarios for approximately a year and a half in search of an end to end solution that includes hardware, levels of security needed for SLED, ongoing engineer support 27/7/365, live reporting capability for auditing, implementation and training services, included ticketing system and auto notification in the case a server or ASCO data is compromised, and local support. Sharp's Continuity 247 solution is the only program we believe will meet all of these expectations as well as our budgetary constraints.
  - d. Time constraints such as when contractual coverage is required and why, impact on the program if dates are not met, time it would take another contractor to reach the same level of competence (equate to dollars if desired); As cyber security has become a high priority our goal is to implement a solution as quickly as possible that ensures the highest level of security for our data and having to partner with multiple vendors to accomplish the same thing this solution will accomplish with just one vendor with local resources who can implement before year end greatly mitigates our risk as well as saves money if we were to utilize internal resources to attempt to accomplish this project.
  - e. Uniqueness: There are other solutions that provide license for cloud based replication but without proper levels of encryption needed to meet SLED requirements and also require ASCO to purchase our own hardware locally and manage them without monitoring services. Monitoring services would also be a separate solution with separate cost, it is included with this solution. Other solutions do not give us 24/7/365 availability of engineering staff in the case we have to restore 1 or multiple servers due to natural disaster, Ransomware, or otherwise compromised data.

f. Other points that should be expressed to substantiate the request; and,

g. A declaration that this action is in the “best interest” of the agency.

\_\_\_\_\_  
**Procurement Officer**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Project Director**

\_\_\_\_\_  
**Date**

**Grant Number** \_\_\_\_\_

Send the form to the following address:

**State Homeland Security Grant Program Point of Contact**

Donna Strange, Senior Accountant  
SLED Homeland Security Grants Administration  
Post Office Box 21398  
Columbia, SC 29221-1398  
(803) 896-7089  
Fax (803) 896-7057  
[dstrange@sled.sc.gov](mailto:dstrange@sled.sc.gov)



**Rita Davis**

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**From:** Joshua D. Hawkins <jdhawkins@andersonsheriff.com>  
**Sent:** Thursday, February 01, 2018 10:40 AM  
**To:** Rita Davis  
**Subject:** RE: Radio IDs

\$41 per month per radio x35  
\$1435.00 per month

This comes out of the 911 tariff but is not reimbursable

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**From:** Rita Davis [mailto:rdavis@andersoncountysc.org]  
**Sent:** Thursday, February 01, 2018 10:38 AM  
**To:** Joshua D. Hawkins <jdhawkins@andersonsheriff.com>  
**Subject:** RE: Radio IDs

What's the cost?

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**From:** Joshua D. Hawkins [mailto:jdhawkins@andersonsheriff.com]  
**Sent:** Thursday, February 01, 2018 10:37 AM  
**To:** Rita Davis  
**Subject:** FW: Radio IDs

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**From:** Joshua D. Hawkins  
**Sent:** Thursday, February 01, 2018 10:25 AM  
**To:** Mike Mitchell <mitchell@andersonsheriff.com>  
**Subject:** Radio IDs

Chief Mitchell,

The reason for the request for 35 new radio IDs is the inflation of uniform patrol officers.

25 of the IDs will go to the new chargers to turn on the radios that are being purchased for these. This prevents any downtime of current radios that would have to be uninstalled from current patrol cars and reinstalled in the new patrol cars.

10 of the IDs are for hand held XTS5000 radios for uniform patrol that were purchased due to the recent new hires.

We currently have 5 officers scheduled to come out of the academy soon with no active radios to give them.

Feel free to contact me with any more questions sir.



**Josh Hawkins** | ACSO Technical Service  
5531 Airport Road, Anderson SC 29626  
Cell : (864)617-0160 Call Sign: KM4QXD  
Email : [jdhawkins@andersonsheriff.com](mailto:jdhawkins@andersonsheriff.com)

# **ANDERSON COUNTY GRANT FISCAL IMPACT FORM**

<b>FY 2018-2023 FISCAL IMPACT</b>		<b>Dept</b>	<b>5161</b>	<b>Sheriffs Office</b>				
<b>Grant Name:</b>	FY 2017 State Homeland Security Program	<b>Address/ Location:</b>	<b>Area Served:</b>	<b>Council District:</b>				
<b>Grant Number:</b>	17SHSP09	305 Camson Rd.	Anderson County	All				
<b>Grant Period:</b>	10/01/2017 - 9/30/2018	Anderson, SC 29625						
<b>Grant Award:</b>	\$63,000							
<b>Project Manager:</b>	Director Michael Miller	<b>Justification:</b>						
<b>Contact Number:</b>	(864) 222-3939	<p>The project for this grant is "Upstate Regional WMD SWAT Team-Anderson." The SWAT (special weapons and tactics) team is an elite tactical unit trained to perform high-risk operations that fall outside of the abilities of regular officers. SWAT team members' duties include: performing hostage rescues and counter-terrorism operations; serving high risk arrest and search warrants; subduing barricaded suspects; and engaging heavily-armed criminals. The team could potentially encounter WMD situations and must be trained to and have proper equipment to handle those situations as they occur.</p> <p>The equipment requested for this project are needs that are core requirements to meet DHS WMD/SWAT Team Typing Standards. The equipment supports sustainment &amp; maintenance to achieve typing standards for the Anderson Regional WMD SWAT team through the purchase of Powered Air-purifying Respirators (PAPR's), Self-Contained Breathing Apparatuses, and Chemical Protective Ensembles. SLED Homeland Security has also designated \$5,000 designated for exercise support for the annual regional exercise. For these purchases, there are not any foreseen ongoing commitments as this is a one-time purchase. Any maintenance or supplies that need to be purchased will be covered under the Sheriff's Office budget and/or special revenue sources.</p>						
<b>Grant Description:</b>								
State Homeland Security Program (SHSP) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).								
<b>COSTS</b>		<b>Ongoing Grant Commitments</b>						
	<b>Grant Award Amount</b>	<b>FY 17-18</b>	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>	<b>Cumulative Operational Costs</b>
Personnel								0
Operating Cost	5,000							5,000
Contractual Costs								0
Insurance Costs								0
Capital Costs	58,000							58,000
<b>Total</b>	<b>63,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>63,000</b>
<b>FTE (new)</b>								<b>0</b>
<b>Source of Funds</b>								
Grant Covers 100%. There is no match required.	63,000							63,000
								0
								0
								0
<b>Total Funds</b>	<b>63,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>63,000</b>

Form approved for submission by: *Michael Miller*

Date Approved by Finance Committee: \_\_\_\_\_

Date Approved by County Council: \_\_\_\_\_

Date Grant Awarded: \_\_\_\_\_

If Grant is for capital items, please complete the Grant Capital Items form and attach to fiscal impact form a form that shows location where items will be used. If new capital items to be purchased replaces items already on hand, please state how and where old items are to used.

5



### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP09

PROJECT MGR: Michael Miller

CONTACT NUMBER: (864) 222-3939

CAPITAL ITEM REQUESTED: (7) — Chemical Protective Ensembles

LOCATION WHERE CAPITAL ITEM WILL BE USED: SWAT Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

The SWAT team is requesting the purchase of Gore-Tex Chempak chemical protective garments. The clothing requested is a lightweight chemical protective garment which provides for extended stay time and reduces heat stress. This is a core requirement to meet DHS WMD/SWAT Team Typing Standards.

AMOUNT: \$ 14,000.00 (approx. \$2,000 each)

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

YES ☐ NO ☒  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:

Michael Miller

SIGNATURE OF DIVISION DIRECTOR:

\_\_\_\_\_

### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP09

PROJECT MGR: Michael Miller

CONTACT NUMBER: (864) 222-3939

CAPITAL ITEM REQUESTED: (6) — Powered Air Purifying Respirators (PAPR's)

LOCATION WHERE CAPITAL ITEM WILL BE USED:

SWAT Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

The SWAT team is requesting NIOSH certified CBRN PAPR Systems which must be compatible with LION MT-94 CBRN Chemical Protective Ensemble and must be compatible with APRs listed above. This is a core requirement to meet DHS WMD/SWAT Team Typing Standards.

AMOUNT: \$ 9,000.00 (approx. \$1,500 each)

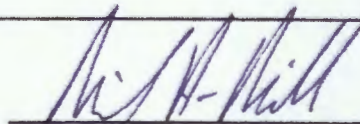
NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

YES ☐ NO ☒  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:

\_\_\_\_\_



### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP09

PROJECT MGR: Michael Miller

CONTACT NUMBER: (864) 222-3939

CAPITAL ITEM REQUESTED: (7) - self-contained breathing apparatus (SCBA)

LOCATION WHERE CAPITAL ITEM WILL BE USED: SWAT Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

The SWAT team is requesting self-contained breathing apparatus (SCBA) for CBRN environments which must be compatible with APRs purchased on the 2016 grant.

The SCBA systems need to be compatible with the new masks to be fully NIOSH compliant for missions in CBRN Environments. This is a core requirement to meet DHS WMD/SWAT Team Typing Standards.

AMOUNT: \$ 35,000.00 (approx. \$5,000 each)

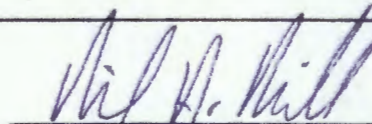
NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

YES ☐ NO ☒  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:

SOUTH CAROLINA LAW ENFORCEMENT DIVISION  
OFFICE OF HOMELAND SECURITY  
POST OFFICE BOX 21398  
COLUMBIA, SOUTH CAROLINA 29221-1398

**FY 2017 HSGP (SHSP) SUBAWARD**

Federal Awarding Agency: FEMA (DHS)

Federal Award Date: 08/28/2017

Project Title (FFATA): Upstate Regional WMD SWAT Team, Anderson County SO

Subrecipient Agency: Anderson County Sheriff's Office

Subrecipient DUNS: 098400906

Grant Period: 10/01/2017 - 09/30/2018

Date of Award: 09/19/2017

Total Amount of Award: \$63,000.00

Grant Number: 17SHSP09

In accordance with the provisions of Federal Fiscal Year 2017 Homeland Security Grant Program, the South Carolina Law Enforcement Division (SLED), the State Administrative Agency, hereby awards to the previously referenced subrecipient a subaward in the award amount shown above. The CFDA number is 97.067 and the federal grant agreement number is EMW-2017-SS-00029-S01.

**Payment of Funds:** The original signed copy of this subaward must be signed by the Official Authorized to Sign in the space below and returned to SLED **no later than 13 October, 2017**. The subaward shall be effective upon return of this award document. The grant budget and program narrative are to be provided in detail via the Electronic Grant Management System (EGMS) application process. Subaward funds will be disbursed to the subrecipient upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) according to the approved application.

**Conditions:** I certify that I understand and agree that funds will only be expended for the project as outlined in the funding amount listed above. I also certify that I understand and agree to comply with the federal award Agreement Articles (attached), the general and fiscal terms and conditions, as well as the special conditions of the subaward; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the subrecipient agency to these requirements; that costs incurred outside of the grant period will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that these federal funds are limited to an initial specified performance period (nominally twelve months).

**Supplantation:** The Act requires that agencies provide assurance that these pass through funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

\_\_\_\_\_  
Signature of Official Authorized to Sign

\_\_\_\_\_  
Signature of SLED Chief





**South Carolina  
Law Enforcement Division**

P.O. Box 21398  
Columbia, South Carolina  
29221-1398

*Henry D. McMaster, Governor*

*Mark A. Keel, Chief*

*Tel: (803) 737-9000*

September 19, 2017

Michael Miller, Forensic Services Director  
Anderson County Sheriff's Office  
1019 David Lee Coffee Place  
Anderson, South Carolina 29625

RE: Anderson County Sheriff's Office  
Grant Number: 17SHSP09  
Project Title: Upstate Regional WMD SWAT Team, Anderson County SO  
Total Amount of Award: \$63,000.00

Dear Director Miller,

We are pleased to provide you with the original and one copy of the grant subaward approved by the South Carolina Law Enforcement Division, as the State Administrative Agency, for the Homeland Security Grant Program, in the amount of \$63,000.00. Reimbursement of subrecipient expenditures is contingent upon said expenditures matching the final approved grant application budget and program narrative (completed on the Homeland Security Electronic Grant Management System located on the Internet at <https://www.southcarolinadhs.com>). Final approval of the grant application will be sent to you in the form of a Grant Adjustment Notice authorizing reimbursements for allowable expenditures. In order to execute this subaward, it is necessary that the Official Authorized to Sign return the original grant subaward document with an original signature no later than 13 October, 2017. Also, enclosed in this package are the federal award agreement articles, grant terms and conditions, audit forms, and the certification pages. The signed award and certification pages should be sent to the following address:

South Carolina Law Enforcement Division  
Homeland Security Program Office  
Post Office Box 21398  
Columbia, South Carolina 29221-1398

As a reminder, upon execution of the subaward, the Request for Payment/Quarterly Fiscal Report is due within 30 days of the end of every calendar quarter, with documentation as required. The semi-annual Homeland Security Grant Progress Report is due not later than January 30<sup>th</sup> and July 30<sup>th</sup>, until the expiration of the grant. The Final Request for Payment/Quarterly Fiscal Report, Final Progress Report, and the Program Evaluation are due 45 days after the end of the grant period.

Sincerely,

Mark A. Keel, Chief  
South Carolina Law Enforcement Division

# ANDERSON COUNTY GRANT FISCAL IMPACT FORM

FY 2018-2023 FISCAL IMPACT		Dept 5322		HazzMat	
Grant Name:	FY 2017 State Homeland Security Program	Area Served:	Anderson County	Council District:	All
Grant Number:	17SHSP16				
Grant Period:	10/01/2017 - 9/30/2018				
Grant Award:	\$60,100				

Project Manager:	Terry King	Justification:
Contact Number:	(854) 844-0057	The project under this grant is for "Upstate Regional WMD/HazMat Team-Anderson." Hazardous materials are used in or pass through Anderson County almost daily by air, rail and highway. The presence of railroad switching complexes, several large trucking terminals, and one airport increases the potential for large-scale hazardous materials incidents. A hazardous materials incident could involve the evacuation of a large number of people. The HazMat team is comprised of personnel specially trained to handle dangerous goods including radioactive, flammable, explosive, corrosive, oxidizing, asphyxiating, biohazardous, toxic, pyrophoric, or allergenic materials. Also included are physical conditions such as compressed gases and liquids or hot materials, including all goods containing such materials or chemicals, or may have other characteristics that render them hazardous in specific circumstances.
Grant Description:	State Homeland Security Program (SHSP) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).	With these grant funds, the HazMat Team has requested and SLED approved two AzeRae Wireless, remote detectors, a host computer with wireless modem(s), two powered air-purifying respirators (PAPR), one Gore-Tex Chempak multi-threat chemical protective garment, replacements for expired colorimetric tubes & air purifying respirator cartridges, and designated \$5,000 for exercise support for the annual regional exercise. The ongoing commitments for the county to incur includes regular maintenance of the equipment which we already manage through the HazMat LEPC fund. These budget items will be covered by the HazMat special revenue (LEPC) funds generated by Tier II payments and HazMat call invoicing.

COSTS	Grant Award Amount	Ongoing Grant Commitments					Cumulative Operational Costs
		FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
Personnel							
Operating Cost	8,000.00						8,000.00
Contractual Costs							
Insurance Costs							
Capital Costs	52,100.00						52,100.00
Total	60,100.00	0	0	0	0	0	60,100.00
FTE (new)							0
Source of Funds							
Grant 17SHSP16	60,100.00						60,100.00
HazMat LEPC Revenue Fund will cover coverage and/or maintenance							0.00
							0.00
Total Funds	60,100.00	0	0	0	0	0	60,100.00

Form approved for submission by: Amey W. King

Date Approved by Finance Committee: \_\_\_\_\_

Date Approved by County Council: \_\_\_\_\_

Date Grant Awarded: \_\_\_\_\_

If Grant is for capital items, please complete the Grant Capital Items form and attach to fiscal impact form a form that shows location where items will be used. If new capital items to be purchased replaces items already on hand, please state how and where old items are to be used.

*10/30/2017*



### GRANT CAPITAL ITEMS

If you are requesting new Capital items on the grant (items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP16

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (2)— AreaRae Wireless, remote detectors

LOCATION WHERE CAPITAL ITEM WILL BE USED: HazMat Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

Requesting to purchase wireless, transportable, remote detectors that can simultaneously detect toxic and combustible gases, volatile organic chemicals, radiation and meteorological factors. This equipment provides for the remote (wireless) monitoring of chemicals, radiation, & weather. The equipment requested is in accordance with approved standards & will maintain and sustain the Anderson County HazMat/WMD Team's capability to address the hazards and risks.

AMOUNT: \$ 32,000.00 (approx \$16,000 each)

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?

(If yes fill in the information below)

☒ YES ☐ NO  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

These units will replace 2 of 4 units which are nearing end of their service life and will no longer be supported by the manufacturer.

SIGNATURE OF DEPARTMENT MANAGER:

Terry W. King

SIGNATURE OF DIVISION DIRECTOR:

### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP16

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (1)— Host computer & wireless modem

LOCATION WHERE CAPITAL ITEM WILL BE USED: HazMat Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

Requesting to purchase a host computer and wireless modem for monitoring wireless, remote detectors (AreaRae RDK). This equipment requested is in accordance with approved standards & will maintain and sustain the Anderson County HazMat/WMD Team's capability to address the hazards and risks.

AMOUNT: \$ 7,000.00

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?

(If yes fill in the information below)

☒ YES ☐ NO  
(circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

This purchase will replace current, obsolete laptop computer and modem which is used to received wireless data from remote chemical sensors.

SIGNATURE OF DEPARTMENT MANAGER:

Terry J. King

SIGNATURE OF DIVISION DIRECTOR:



### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP16

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (2)— Powered air-purifying respirators (PAPR)

LOCATION WHERE CAPITAL ITEM WILL BE USED: HazMat Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

This purchase will provide respiratory protection from chemical, biological, and radiological hazards when there is not an immediately dangerous to life or health (IDLH) hazard. This equipment requested is in accordance with approved standards & will maintain and sustain the Anderson County HazMat/WMD Team's capability to address the hazards and risks.

AMOUNT: \$ 3,100.00 (approx \$1,550 each)

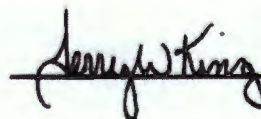
NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

☒ YES ☐ NO  
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:

### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP16

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (1) — Gore-Tex Chempak multi-threat Chemical protective garment

LOCATION WHERE CAPITAL ITEM WILL BE USED: HazMat Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

This purchase will provide protection for hot zone entry personnel from chemical, biological, and flammable hazards. These ensembles minimize stress and heat load to the wearer. The equipment requested is in accordance with approved standards & will maintain and sustain the Anderson County HazMat/WMD Team's capability to address the hazards and risks.

AMOUNT: \$ 10,000.00

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

☒ YES ☐ NO  
(circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:

Terry King

SIGNATURE OF DIVISION DIRECTOR:



SOUTH CAROLINA LAW ENFORCEMENT DIVISION  
OFFICE OF HOMELAND SECURITY  
POST OFFICE BOX 21398  
COLUMBIA, SOUTH CAROLINA 29221-1398

**FY 2017 HSGP (SHSP) SUBAWARD**

Federal Awarding Agency: FEMA (DHS)

Federal Award Date: 08/28/2017

Project Title (FFATA): Upstate Regional WMD Hazmat Team, Anderson County SO

Subrecipient Agency: Anderson County Sheriff's Office

Subrecipient DUNS: 098400906

Grant Period: 10/01/2017 - 09/30/2018

Date of Award: 09/19/2017

Total Amount of Award: \$60,100.00

Grant Number: 17SHSP16

In accordance with the provisions of Federal Fiscal Year 2017 Homeland Security Grant Program, the South Carolina Law Enforcement Division (SLED), the State Administrative Agency, hereby awards to the previously referenced subrecipient a subaward in the award amount shown above. The CFDA number is 97.067 and the federal grant agreement number is EMW-2017-SS-00029-S01.

**Payment of Funds:** The original signed copy of this subaward must be signed by the Official Authorized to Sign in the space below and returned to SLED **no later than 13 October, 2017**. The subaward shall be effective upon return of this award document. The grant budget and program narrative are to be provided in detail via the Electronic Grant Management System (EGMS) application process. Subaward funds will be disbursed to the subrecipient upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) according to the approved application.

**Conditions:** I certify that I understand and agree that funds will only be expended for the project as outlined in the funding amount listed above. I also certify that I understand and agree to comply with the federal award Agreement Articles (attached), the general and fiscal terms and conditions, as well as the special conditions of the subaward; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the subrecipient agency to these requirements; that costs incurred outside of the grant period will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that these federal funds are limited to an initial specified performance period (nominally twelve months).

**Supplantation:** The Act requires that agencies provide assurance that these pass through funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

  
\_\_\_\_\_  
Signature of Official Authorized to Sign

  
\_\_\_\_\_  
Signature of SLED Chief





**South Carolina  
Law Enforcement Division**

P.O. Box 21398  
Columbia, South Carolina  
29221-1398

*Henry D. McMaster, Governor*

*Mark A. Keel, Chief*

*Tel: (803) 737-9000*

September 19, 2017

Michael Miller, Forensic Services Director  
Anderson County Sheriff's Office  
1019 David Lee Coffee Place  
Anderson, South Carolina 29625

RE: Anderson County Sheriff's Office  
Grant Number: 17SHSP16  
Project Title: Upstate Regional WMD Hazmat Team, Anderson County SO  
Total Amount of Award: \$60,100.00

Dear Director Miller,

We are pleased to provide you with the original and one copy of the grant subaward approved by the South Carolina Law Enforcement Division, as the State Administrative Agency, for the Homeland Security Grant Program, in the amount of \$60,100.00. Reimbursement of subrecipient expenditures is contingent upon said expenditures matching the final approved grant application budget and program narrative (completed on the Homeland Security Electronic Grant Management System located on the Internet at <https://www.southcarolinadhs.com>). Final approval of the grant application will be sent to you in the form of a Grant Adjustment Notice authorizing reimbursements for allowable expenditures. In order to execute this subaward, it is necessary that the Official Authorized to Sign return the original grant subaward document with an original signature no later than 13 October, 2017. Also, enclosed in this package are the federal award agreement articles, grant terms and conditions, audit forms, and the certification pages. The signed award and certification pages should be sent to the following address:

South Carolina Law Enforcement Division  
Homeland Security Program Office  
Post Office Box 21398  
Columbia, South Carolina 29221-1398

As a reminder, upon execution of the subaward, the Request for Payment/Quarterly Fiscal Report is due within 30 days of the end of every calendar quarter, with documentation as required. The semi-annual Homeland Security Grant Progress Report is due not later than January 30<sup>th</sup> and July 30<sup>th</sup>, until the expiration of the grant. The Final Request for Payment/Quarterly Fiscal Report, Final Progress Report, and the Program Evaluation are due 45 days after the end of the grant period.

Sincerely,

Mark A. Keel, Chief  
South Carolina Law Enforcement Division

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR ANDERSON COUNTY**

**ORDINANCE NO 2018-002**

**A SUPPLEMENTAL ORDINANCE TO AMEND ORDINANCE 2017-016, THE  
OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR  
BEGINNING JULY 1, 2017, AND ENDING JUNE 30, 2018.**

BE IT ENACTED by the County Council for Anderson County, South Carolina ("Anderson County"), as follows:

Section I. The following amendments to the operating and capital budgets for Anderson County for the fiscal year beginning July 1, 2017, and ending June 30, 2018, are hereby adopted and directed to be implemented by the Anderson County Administrator and staff.

**GENERAL FUND APPROPRIATIONS**

<u>Account Number/Description</u>	<u>Originally Adopted</u>	<u>Amendment</u>	<u>Final Adopted</u>
001-5013-000-304 Building Demolition	\$50,000	\$16,000	\$66,000
001-5015-000-315 Legal	\$122,250	\$125,000	\$247,250
001-5111-000-102 Part-time Salaries	\$150,000	\$10,000	\$160,000
001-5111-000-283 Medical Supplies	\$142,920	\$60,000	\$202,920
001-6500-100-102 Transfer Out-Grants	\$0	\$25,000	\$25,000
001-6500-100-142 Transfer Out-Airport	\$0	\$1,000,000	\$1,000,000
001-6500-100-360 Transfer Out-Capital Projects	\$650,000	\$1,475,320	\$2,125,320

**GENERAL FUND REVENUES**

3700-000-101-Fund Balance	\$5,446,745	\$2,711,320	\$8,158,065
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**SPECIAL REVENUE FUND APPROPRIATIONS**

102-5901-000-241 Program Expenditures	\$300,000	\$25,000	\$325,000
142-5775-008-401 CIP – Runway Rehab	\$4,875,940	\$1,853,475	\$6,298,805
142-5775-009-401 CIP –Runway Obstruction	\$0	\$433,475	\$433,475

**SPECIAL REVENUE FUND REVENUES**

102-6400-100-001 Transfer In-General Fund	\$0	\$25,000	\$25,000
142-6400-100-001 Transfer In-General Fund	\$0	\$1,000,000	\$1,000,000
142-4300-400-350 Federal Grant	\$5,102,025	\$1,196,780	\$6,298,805
142-4200-400-250 State Grant	\$283,450	\$90,170	\$373,620

**CAPITAL PROJECTS FUNDS APPROPRIATIONS**

360-5231-000-401 CIP	\$3,610,000	\$1,000,000	\$4,610,000
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**CAPITAL PROJECTS FUNDS REVENUES**

360-6400-100-001-Transfer In General Fund	\$650,000	\$1,000,000	\$1,650,000
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**Section II.** Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section III.** This Ordinance is effective after its third reading and public hearing.

ADOPTED in meeting duly assembled this \_\_\_\_ day of March , 2018.

ATTEST:

\_\_\_\_\_  
Rusty Burns  
County Administrator

\_\_\_\_\_  
Tommy Dunn, Chairman

\_\_\_\_\_  
Lacey Croegaert, Clerk to Council

\_\_\_\_\_  
Craig Wooten., District #1

\_\_\_\_\_  
Gracie S. Floyd, District #2

\_\_\_\_\_  
Ray Graham, District #3

\_\_\_\_\_  
Tom Allen, District #4

\_\_\_\_\_  
Ken Waters, District #6

\_\_\_\_\_  
M. Cindy Wilson, District #7

APPROVED AS TO FORM:

\_\_\_\_\_  
Leon C. Harmon, County Attorney

First Reading:

February 6, 2018

Second Reading:

Third Reading:

Public Hearing:

**DEPARTMENTAL TRANSFERS**

For Budget Year 2017 - 2018

<u>Mark APPROVED</u>	<u>DEPARTMENT NAME</u>	<u>FROM: ACCOUNT NAME ACCOUNT NUMBER</u>	<u>TO: ACCOUNT NAME ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>REASON</u>
Finance Meeting of: Council Meeting:	2/5/2018 2/6/2018				
<u>          </u> 1	Museum	Postage 001-5064-000-243	Overtime 001-5064-000-103	17.59	One employee worked over the 40 hour week
<u>          </u> 2	Support Services	Fuel and Oil 001-5181-000-216	Professional Services 001-5181-000-304	30,000.00	Housing and feeding seized large animals (10)
<u>          </u> 3	Airport Grants	Runway Obstruction Removal 142-5775-009-101	Runway Rehab 142-5775-008-401	4,854,500.00	Grant applied to incorrect sub-obj code
<u>DATE</u>		<u>Lacey Croegaert, Clerk to Council</u>			



**DIVISION:** PRT  
**DEPARTMENT:** Anderson County Museum 5064

REASON: The museum has no overtime money. An employee work .75 hours over. I need to transfer money to cover.

DEPT. HEAD: Beverly Glucks DATE: 11/30/17  
 DIVIS HEAD: [Signature] DATE: 12/1/17  
 FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ADMINISTRATOR: [Signature] DATE: 1-5-18  
 Journal Entry # \_\_\_\_\_ DATE: \_\_\_\_\_

## BUDGET TRANSFER

DIVISION: Sheriff's Office

01.16.18

DEPARTMENT: 5181 - ACSO Support Svc

FROM:

TO:

AMOUNT:

TITLE Fuel & Oil  
ACCT.# 001-5181-000-216

TITLE Professional Services  
ACCT# 001-5181-000-304 \$ 30,000.00

TITLE \_\_\_\_\_  
ACCT.# \_\_\_\_\_

TITLE \_\_\_\_\_  
ACCT# \_\_\_\_\_ \$ \_\_\_\_\_

30,000.00

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

**REASON:**

Moving money to cover cost of housing & feeding seized large animals. 10 horses are currently  
being housed; they cannot be released or sold until court is completed. Fortunately, fuel costs have  
remained fairly low this year and we have some savings from transferring & disposing of some  
vehicles to cover some of the projected additional housing fees.

We only budgeted \$9,315 in this line item because the seizure of the horses was an unforeseen  
circumstance at the time. During budgeting, the court cases for the seized animals (6 at that time)  
were projected to be completed within a few months so we did not budget the housing for those  
animals for the entire year. When new animals were seized, it is the Sheriff's Office Animal Control  
units duty to provide housing and care for the animals while the court cases are in progress.

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:

[Signature]  
[Signature]

DATE:

DATE:

DATE:

DATE:

1-19-18  
1-29-18

Journal Entry #

DATE:

\_\_\_\_\_

## BUDGET TRANSFER

DIVISION: Airport

DEPARTMENT: Airport Grants

FROM:		TO:		AMOUNT:
TITLE	142-5775-009-401	TITLE	142-5775-008-401	
ACCT.#	Runway Obstruction Removal	ACCT#	Runway Rehab	4,854,500.00
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
Total				4,854,500.00

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

REASON:

During budget process, this grant was applied to the incorrect object number.

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

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

DEPT. HEAD:	<u></u>	DATE:	<u></u>
DIVIS HEAD:	<u></u>	DATE:	<u></u>
FINANCE:	<u></u>	DATE:	<u></u>
ADMINISTRATOR:	<u></u>	DATE:	<u></u>
Journal Entry #	<u></u>	DATE:	<u></u>

# COUNTY COUNCIL APPROPRIATION CHECK REQUEST

Appropriation Number: A-2018: \_\_\_\_\_

Date of Request: 2-6-2018 Date of Meeting: 2-6-2018

Requested by: Ms. Gracie Floyd District#: 2

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Reason for appropriation: Desire to unappropriate the 75,000 previously set aside for the City of Anderson for grading/drainage on 7/7/2015

Total Amount: \$ (75,000.00)

From account: _____	Recreation Account	001-5829-000	_____	\$ _____
			_____	\$ _____
			_____	\$ _____
			_____	\$ _____
			_____	\$ _____
			_____	\$ _____
			_____	\$ _____

\_\_\_\_\_ Paving Account 001-5828-261

Additional information: \_\_\_\_\_

Submitted: \_\_\_\_\_

Lacey Croegaert

Clerk to County Council

C: Rita Davis- original  
File

Rec - Ms. Jana Pressley  
Paving - Ms. Sherri McGraw

## District 2 Paving Report

Through December 31, 2017

FY17-18 Budget includes Carryforward from FY16-17 Budget	\$166,090.00
Committed	\$166,088.00
<b>AVAILABLE</b>	<b>\$2.00</b>

**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	Total Project Spent To-Date	Completion Date
7/7/2015	City of Anderson	Grading/Drainage	\$75,000.00	\$0.00	Incomplete
8/15/2017	Free Clinic		\$20,000.00	\$30,000.00	11/6/2017
		Totals:	\$105,000.00	\$30,000.00	

District 2 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$61,088.00		
		Totals:	\$61,088.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of December 31, 2017

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
January 4, 2018

Certified By: Neil Carney  
Date

\_\_\_\_\_  
\_\_\_\_\_




## 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  
[kapoulin@andersoncountysc.org](mailto:kapoulin@andersoncountysc.org)  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:  
Wren Youth Association
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$1,900
3. The purpose for which the funds are being requested:  
Bathroom repairs / remodeling
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Yes, pre-approved and discussed with County Parks staff
6. Contact Person: Chris Hines – President WYA  
Mailing Address: 100 Roper Rd. Piedmont, SC 29673 – (WYA address)  
Phone Number: 1.864.444.6635 – (Chris Hines' cell phone number)
7. Statement as to whether the entity will be providing matching funds:  
No matching funds required

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.

 / Matt Schell January 22, 2018  
Signature Print Name Date

# Business Entities Online

File, Search, and Retrieve Documents Electronically

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## WREN YOUTH ASSOCIATION

### Corporate Information

**Entity Type:** Nonprofit

**Status:** Good Standing

**Domestic/Foreign:** Domestic

**Incorporated State:** South Carolina

### Important Dates

**Effective Date:** 02/23/1978

**Expiration Date:** N/A

**Term End Date:** N/A

**Dissolved Date:** N/A

### Registered Agent

**Agent:** LEE CARROLL

**Address:** 102 ENOREE CT  
PIEDMONT, South Carolina 29673

### Official Documents On File

Filing Type	Filing Date
Amendment	04/01/2013
Reinstatement	12/17/1987
Dissolution	05/29/1987
Incorporation	02/23/1978

## RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:  
DISTRICT: ALL

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
[kapoulin@andersoncountysc.org](mailto:kapoulin@andersoncountysc.org)  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation: ACTC Student Radio (WPPB The Pulse)
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$600-\$1200
3. The purpose for which the funds are being requested: Industry conference and national awards ceremony in New York City March 1-4, 2018. (Receiving 26 awards at this event)
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: John Boone  
Mailing Address: 702 Belton Highway, Williamston, SC 29697  
Phone Number: 864.847.4121 ext. 2141
6. Statement as to whether the entity will be providing matching funds:  
ACTC will match funds

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

Signature JOHN BOONE Date 1/10/2018



January 10, 2018

Dear Chairman Dunn and Anderson County Council Members,

South Carolina's only award-winning high school radio station, WPPB The Pulse, is a finalist for 26 national awards at the Intercollegiate Broadcasting System's 78th Annual National Conference and High School/College Media Awards March 1-4 in New York City.

The conference allows students to attend workshops to learn from media professionals, and to network with other college and high school media colleagues. The awards program will provide the recognition of their accomplishments as a finalist (top 10-percent in their category) or, hopefully, as an overall national winner.

Over 30 Media Broadcasting students from Anderson Districts 1 & 2 Career and Technology Center, representing Wren, Palmetto, Powdersville and Belton-Honea Path High Schools, have proven to be the best of the best this year by having their radio works qualify for national high school media awards in New York City. We are hoping that most of them will be able to attend, but the cost of the trip is around \$600 per person.

Anderson County Council has been extremely generous in support of our program and young people in the past, and that is why we call upon you again now to support this record-breaking group. Plus, ACTC has vowed to match your donation dollar for dollar!

In a most-important time in our world to learn and perfect communication skills, our program provides students with not only the experience and expertise to work in the media industry but also how to use those skills in any industry field.

Thank you for supporting these most-deserving students who have the chance to go on this amazing trip to New York City! Please contact me with any questions or concerns at 864.847.4121 ext. 2141. And please feel free to come by ACTC sometime to see what we're up to and meet some of our students!

Sincerely,

John S. Boone  
Media Broadcasting Instructor/WPPB The Pulse Adviser  
Anderson Districts 1 & 2 Career and Technology Center  
702 Belton Hwy  
Williamston, SC 29697  
[jboone@andersonctc.k12.sc.us](mailto:jboone@andersonctc.k12.sc.us)  
[mypulseradio.com](http://mypulseradio.com)

*WPPB The Pulse can be heard at [mypulseradio.com](http://mypulseradio.com), via the free WPPB The Pulse app available in any app store, and via the TuneIn app.*

## Phyllis White

---

**From:** Musalini, Laneika K. <lmusalin@tctc.edu>  
**Sent:** Tuesday, January 30, 2018 2:31 PM  
**To:** Rusty Burns  
**Subject:** Thank you!

Dear Rusty:

Thank you for taking time out of your busy schedule to talk with our JLA students on January 10<sup>th</sup>. The students really enjoyed your talk and demonstration. We really appreciate all that you do to make Anderson County a great place to live.

Best regards,  
Laneika  
JLA Advisor & Board Member  
Anderson Area Chamber of Commerce

**Laneika K. Musalini, MHRD | Director of Grants | Inst. Advancement**  
Tri-County Technical College | PO Box 587 | Pendleton, SC 29670  
(864)646-1810 office | (864)646-1201 fax | [lmusalin@tctc.edu](mailto:lmusalin@tctc.edu)

Physical address: Tri-County Technical College | Foundation Office | Anderson Hall, Suite 230 | Pendleton, SC

*"Remember to smile today!"*





## Semi-Annual Report

Anderson

Reporting Period: 07/31/2017 thru 12/31/

A. CLAIMS:

2700

B. HEARINGS HELD:

1. Board of Veteran's Appeals:

0

HEARINGS

ISSUES

2. Local Hearings:

0

HEARINGS

ISSUES

C. INTERVIEWS, CONSULTATIONS &  
OTHER CONSTITUENT CONTACTS:

3078

D. FREE TUITION CLAIMS:

2

E. SPECIAL INQUIRIES:

25

F. EDUCATION & TRAINING:

0

G. OTHER:

1700

Council 2-6-18

## BUDGET TRANSFER

DIVISION:

Court

DEPARTMENT:

Master in Equity 5054

FROM:

TITLE  
ACCT.#

Training

277

TO:

TITLE  
ACCT#

Supplies

269

AMOUNT:

\$ 500.00

TITLE  
ACCT.#

TITLE  
ACCT#

\$

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

REASON:

Our office has 3 Lexmark printers which  
require toner replacement plus a separate  
cartridge for imaging.

Toner \$195

Imaging \$70

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 #

DATE:

1/29/18

1-30-19

Council 2 6 18

## BUDGET TRANSFER

DIVISION: \_\_\_\_\_

DEPARTMENT: 5057 Magistrate

FROM:		TO:	AMOUNT:
TITLE	Jurors' Fees	TITLE	Books and Publications
ACCT.#	5057-000-230	ACCT#	5057-000-204 112.19
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____
TITLE	_____	TITLE	_____
ACCT#	_____	ACCT#	_____
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____

Total

112.19

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

REASON:

The bond court magistrate needed a revised copy/copies of SC CRIM OFFENSES 3D 17-18 PAM not previously budgeted

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:

Journal Entry #

DATE:

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DATE:

1-23-2018

1-26-18

## BUDGET TRANSFER

DIVISION: Parks, Recreation & Tourism

DEPARTMENT: Parks

FROM:		TO:	AMOUNT:
TITLE	Photocopy Equip Maint	TITLE	Uniforms & Clothing
ACCT.#	001-5065-000-347	ACCT#	001-5065-000-280 \$ 1,400.00
TITLE			
ACCT.#			
TITLE			
ACCT.#			

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

**REASON:**

There was an unexpected opportunity during December to purchase cold weather wear at a 50% discount from Carhart. This cold weather wear is needed when working outside on a daily basis and for outside events. Due to the expiration date on the discount coupon, family illness and a death in the family there was not an opportunity to submit a transfer prior to purchase.

There were also some hats purchased on this discount that are being embroidered with our logo.

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:

[Signature]  
[Signature]  
[Signature]  
[Signature]

DATE: 1/30/18  
DATE: 1/30/18  
DATE: 1-31-18  
DATE: \_\_\_\_\_

Journal Entry #

Council 2.6.18

## BUDGET TRANSFER

DIVISION: Central Admin

DEPARTMENT: Purchasing

FROM:		TO:	AMOUNT:
TITLE	<u>Postage</u>	TITLE	<u>Uniforms and Clothing</u>
ACCT.#	<u>001-5091-000-243</u>	ACCT#	<u>001-5091-000-280</u> <u>700.00</u>
TITLE	<u></u>	TITLE	<u></u>
ACCT.#	<u></u>	ACCT#	<u></u>
TITLE	<u></u>	TITLE	<u></u>
ACCT#	<u></u>	ACCT#	<u></u>
TITLE	<u></u>	TITLE	<u></u>
ACCT.#	<u></u>	ACCT#	<u></u>
TITLE	<u></u>	TITLE	<u></u>
ACCT.#	<u></u>	ACCT#	<u></u>
Total			<u>700.00</u>

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

REASON:

Uniforms for Mail couriers

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:

Journal Entry #

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## BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: PAWS - Animal Shelter

FROM:	TO:	AMOUNT:
TITLE ACCT.# <u>Supplies - Chemical</u> <u>001-5111-000-2164</u>	TITLE ACCT# <u>Supplies - Medical</u> <u>001-5111-000-283</u>	<u>11,000.00</u>
TITLE ACCT.# <u>Supplies - Cleaning</u> <u>001-5111-000-2165</u>	TITLE ACCT# <u>Supplies - Medical</u> <u>001-5111-000-283</u>	<u>5000.00</u>
TITLE ACCT.# _____	TITLE ACCT# _____	_____
TITLE ACCT.# _____	TITLE ACCT# _____	_____
TITLE ACCT.# _____	TITLE ACCT# _____	_____
Total		0.00

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

REASON: transfer of fund necessary because budget  
was cut.

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:

Journal Entry #

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Council 2-6-18

## BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Roads and Bridges - 5221

FROM:		TO:	AMOUNT:
TITLE	Professional Services	TITLE Telephone	
ACCT.#	001-5221-000-304	ACCT# 001-5221-000-275	7,000.00
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
Total			7,000.00

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

REASON:

This transfer into the phone account is to cover the cost of purchasing 14 new laptops due to program upgrade.

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:

Journal Entry #

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Central 2-6

## BUDGET TRANSFER

DIVISION: Central Admin

DEPARTMENT: Between Departments

FROM:		TO:		AMOUNT:
TITLE	Employee Benefits		Finance	
ACCT.#	Health Insurance		Management Consulting	
	<u>001-5831-000-160</u>		<u>001-5043-000-339</u>	<u>10,000.00</u>
TITLE				
ACCT.#				
TITLE				
ACCT.#				
TITLE				
ACCT.#				
			Total	10,000.00

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

REASON:

Financial Advisory services, single audit, GASB # 77 implementation and procedures regarding "C"  
Funds

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:

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Journal Entry #

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## BUDGET TRANSFER

**DIVISION:** Public Works

DEPARTMENT: C-Funds

<b>FROM:</b>		<b>TO:</b>		<b>AMOUNT:</b>
TITLE	<u>Meals</u>	TITLE	<u>Supplies - Office</u>	
ACCT.#	<u>137-5985-000-236</u>	ACCT#	<u>137-5985-000-269</u>	\$ <u>500</u>
TITLE	<u>                    </u>	TITLE	<u>                    </u>	
ACCT.#	<u>                    </u>	ACCT#	<u>                    </u>	\$ <u>                </u>

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

**REASON:**

Anderson County recently assumed responsibility of the Program Administration of C-Funds. This will require staff to assemble and mail bound packets of information. Transfer is needed to cover the costs of the binding materials etc.

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: 1/25/18  
DATE: 1/25/18  
DATE:   
DATE: 1-25-18

Journal Entry #

DATE: \_\_\_\_\_



