

AGENDA  
ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
February 20, 2018 at 6:00 PM  
Historic Courthouse – Council Chambers – Second Floor  
Chairman Tommy Dunn, Presiding



1. **CALL TO ORDER:**

2. **RESOLUTIONS/PROCLAMATIONS:**

- a. **2018-003:** a resolution to recognize and honor the Palmetto Mustang Varsity Cheerleaders for their selection as the 2017 South Carolina State 3A Competitive Cheer Champions.  
Ms. M. Cindy Wilson (allotted 5 minutes)

- b. **2018-014:** a resolution to honor Ms. Donna Roper for her decades of service to the Anderson County Museum, The Pendleton District Commission and Anderson County as a whole.  
Mr. Ken Waters (allotted 5 minutes)

3. **ADJOURNMENT:**

**AMENDED AGENDA**  
ANDERSON COUNTY COUNCIL  
REGULAR MEETING  
February 20, 2018 at 6:30 PM

1. **CALL TO ORDER:**

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

Ms. M. Cindy Wilson

3. **APPROVAL OF MINUTES:**

February 6, 2018

4. **CITIZENS COMMENTS:** Agenda Matters

5. **REPORT FROM FINANCE DEPARTMENT ON MID-FISCAL YEAR 2017-2018 REPORT FOR BUDGET ACTUAL EXPENSES VERSUS REVENUES:**

Ms. Rita Davis (allotted 15 minutes)

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

7. **ORDINANCE- SECOND 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.  
Ms. Rita Davis (allotted 5 minutes)
- 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. **ORDINANCE- FIRST READING:** none

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

**9. RESOLUTIONS:**

- a. **R2018-015:** a resolution authorizing Anderson County to serve as applicant and administrator, on behalf of Tri- County Technical College (TCTC), to the South Carolina Department of Health and Environmental Control (SCDHEC) for a Recycled Tire and Plastic Research Education and Development Service (RTP-READS) Grant.  
(To be discussed during Finance Committee Report)
- b. **R2018-016:** a resolution approving the Anderson County and Oconee County Hazard Mitigation Plan developed to assist counties in the Upstate in reducing the human and economic costs of natural disasters and serves Anderson and Oconee counties has been updated.  
Chairman Tommy Dunn (allotted 5 minutes)

**10. REPORT FROM FINANCE COMMITTEE MEETING HELD FEBRUARY 16, 2018:**

- a. Capital  
1. Airport Aircraft Rescue and Fire Fighting (ARRF) Truck  
2. Town of Pelzer Vehicle Request  
3. Forklift  
Chairman Tommy Dunn (allotted 15 minutes)
- b. Grants  
1. FY 2017 State Homeland Security Grant  
2. Tri- County Technical College Waste Tire Research Grant
- c. Mid-Year Financial Update
- d. Transfers
- e. Executive Session- Contractual Matters regarding building Purchase

**11. APPOINTMENTS: none**

**12. REQUESTS BY COUNCIL:**

All Districts(allotted 14 minutes)

Anderson Free Clinic –D1  
Proverb’s Mentoring Organization -D2  
Hejaz Shriners Circus – All

**13. ADMINISTRATORS REPORT:**

(allotted 2 minutes)

- a. Building and Codes Monthly Report
- b. Recreation Funding Report
- c. Paving Fund Report
- d. Budget Transfers
- e. Sheriff Department Report
- f. OSHA Yearly Report

**14. CITIZENS COMMENTS:**

**15. REMARKS FROM COUNCIL:**

**16. 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.

**A RESOLUTION TO RECOGNIZE AND HONOR THE PALMETTO  
MUSTANG VARSITY CHEERLEADERS FOR THEIR SELECTION AS THE  
2017 SOUTH CAROLINA STATE 3A COMPETITIVE CHEER CHAMPIONS;  
AND OTHER MATTERS RELATED THERETO.**

**Whereas**, the Palmetto Varsity Competitive Cheerleading Team competed November 13, 2017 at Colonial Life Arena in Columbia, South Carolina and earned the recognition of South Carolina State 3A Competitive Cheerleading Champions; and

**Whereas**, under the leadership of Head coach Carol Brooks and coaches Susan McAbee and Spenser Davis, the team demonstrated drill team precision, methodical and detailed routines that displayed the team's cohesiveness, thus outperforming their competition; and,

**Whereas**, the Palmetto Varsity Competitive Cheerleaders beat their biggest rival Brookland-Cayce by 46 points. Through hard work, dedication, teamwork and precise attention to detail the ladies of the team finished the competition with a winning score, a total of 304 points; and,

**Therefore**, Anderson County Council commends the Palmetto Varsity Competitive Cheerleaders for being outstanding ambassadors, reflecting true pride to their community and setting an example for their peers to emulate. We are extremely proud of the team winning the 2017 South Carolina Varsity Competitive Cheerleading Championship.

**RESOLVED** in meeting duly assembled this 20<sup>th</sup> day of **February, 2018**.

**FOR ANDERSON COUNTY:**

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Tommy Dunn, Chairman  
County Council

**ATTEST:**

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Rusty Burns  
County Administrator

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M. Cindy Wilson  
District Seven

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Lacey A. Croegaert  
Clerk to Council

**RESOLUTION #R2018-014**

**A RESOLUTION TO HONOR MS. DONNA ROPER FOR HER DECADES OF SERVICE TO THE ANDERSON COUNTY MUSEUM, THE PENDLETON DISTRICT COMMISSION, AND ANDERSON COUNTY AS A WHOLE; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Ms. Donna Roper, an Anderson County native, graduated from the University of South Carolina with a Bachelor of Arts degree in History in 1976 and a Master of Arts in Applied History (a field now known as Public History) in 1989; and

**WHEREAS**, Ms. Roper began working with the Pendleton District Commission two years following her graduation from college, first as an intern and then as an official employee from 1979 to 2005, a position that called for her to care for the archival collections at Hunter's Store, among many other duties, and led to her pivotal role in founding the Anderson County Museum, which began in 1983 as a cooperative effort of Anderson County, the Anderson County Historical Society, Anderson Heritage, and the Pendleton District Commission; and

**WHEREAS**, Ms. Roper, in her position at the Pendleton District Commission, served as curator of the Anderson County Museum during the foundational years between 1983 and 1998, an enormous task that required devotion in coordination of volunteers, depth of knowledge in installation of exhibits, meticulousness in record-keeping of artifact donations as the collection grew, and organization in work with the Museum Advisory Committee after its creation by Anderson County Council in 1984; and

**WHEREAS**, Ms. Roper graciously stepped forward when Anderson County took over full responsibility for the Museum to help its first hired director ensure a smooth transition, remained a resource for and a friend to the Museum throughout her career, and, in 2006, having retired from the Pendleton District Commission, was appointed to the Anderson County Museum Advisory Committee to represent District Six, faithfully serving—as Chairman in 2013 and several terms as Secretary—until her resignation in January of 2018; and

**WHEREAS**, Ms. Roper—who volunteers monthly in the Museum's Roper Research Room that has borne her name since its dedication in 2014 and continues to be an invaluable resource of knowledge of the early days of the Museum and of Anderson County to every Museum employee, volunteer, and visitor—remains dedicated to preserving our shared past and ensuring a successful future for the Anderson County Museum; and

**WHEREAS**, on behalf of the citizens of Anderson County, the Anderson County Council, with gratitude for her many years of committed service to the Pendleton District Commission, to the Anderson County Museum, and to Anderson County as a whole, do hereby honor Ms. Roper for her distinguished contributions and express our best wishes to her for continued success and happiness in the years to come.

**RESOLVED** in a meeting duly assembled this 20<sup>th</sup> day of February 2018.

**FOR ANDERSON COUNTY:**

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

\_\_\_\_\_  
Ken Waters, Councilman  
District Six

**ATTEST:**

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

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

State of South Carolina    )

County   of           Anderson    )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
FEBRUARY 6, 2018

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT

1 TOMMY DUNN: ... order the February 6th  
2 Anderson County Council Special Presentation meeting  
3 to order. Like to welcome each and everyone of you  
4 here and thank you for coming. At this time I'd like  
5 to call on Tom Allen for Resolution 2018-008. Mr.  
6 Allen.

7 TOM ALLEN: All right. Thank you, Mr.  
8 Chairman. My mike is working this week. All right.  
9 This resolution actually was presented a few days ago  
10 and we wanted to read it tonight, though, in order to  
11 get it officially into the records. So this is  
12 Resolution R2018-008. It's a Resolution to  
13 Congratulate and Welcome Papa's and Beer Mexican  
14 Restaurant to the Piercetown Community and other  
15 Matters Related thereto.

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

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

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

27 **WHEREAS**, Papa's and Beer Mexican on January 16,  
28 2018 is expanding its eatery and opening a new  
29 neighborhood Mexican café at a new location on Highway  
30 81 North near the I-85 interchange in the Piercetown  
31 community; and

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

35 NOW, THEREFORE, it is hereby resolved that:

36 The Anderson County Council congratulates Papa's  
37 and Beer Mexican Restaurant on their expansion as they  
38 open the doors of the Highway 81 North location, and  
39 extend well wishes on this new endeavor providing  
40 fresh, authentic Mexican food at an affordable price  
41 to the Piercetown and Anderson communities. Your  
42 dedication to this community is greatly appreciated.

43 Resolved in meeting duly assembled this 6th day of  
44 February, 2018.

45 And I put that in the form of a motion, Mr. Chair.

46 TOMMY DUNN: Have a motion Mr. Allen.  
47 Second by Ms. Wilson. Any discussion? Hearing none,  
48 all in favor of the motion show of hands. All opposed  
49 like sign. Show the motion carries unanimously.

50 Anything else, Mr. Allen?

1 TOMMY DUNN: Motion Mr. Graham, second  
2 Mr. Waters. Any discussion? I'd just like to add, I  
3 really appreciate all the volunteers. Want to thank  
4 Grove Fire Department for what all they do for  
5 Anderson County and all of its members. Small, very  
6 small but well together knit community. Lot of  
7 fathers and sons and now mothers and daughters been in  
8 that fire department for years. Chief does a fine job  
9 down there and Marty's just such a glutton for  
10 punishment; he's on the school board, too. We  
11 appreciate what all y'all do. All in favor of the  
12 motion. Show the motion carries unanimously. Mr.  
13 Graham.

14 RAY GRAHAM: Mr. Chairman, if we could  
15 have Grove Fire Department's representatives step  
16 forward.

17 **(PRESENTATION OF RESOLUTION)**

18 TOMMY DUNN: We'll move on now to Item  
19 2(c) 2018-010 Resolution. And, again, Mr. Tom Allen.  
20 Mr. Allen.

21 TOM ALLEN: All right. Thank you, Mr.  
22 Chair. We have another individual to recognize this  
23 evening. This is Resolution 2018-010. This is a  
24 Resolution to Recognize and Express Profound  
25 Appreciation to Mr. Steve Hartsell for his  
26 Extraordinary Contributions to the Quality of Life and  
27 Welfare of the Double Springs Community and to  
28 Anderson County as a Whole; and other matters related  
29 thereto.

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

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

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

45 **WHEREAS**, Mr. Hartsell has set an influential  
46 example for his fellow citizens through his inspiring  
47 dedication to his wife and family; and I'll add to  
48 this to his church, also.

49 **WHEREAS**, on behalf of the citizens of Anderson  
50 County, the Anderson County Council, with gratitude

1 for his many years of committed service to the Double  
2 Springs community, Double Springs Park, the Anderson  
3 County Transportation Committee, and to Anderson  
4 County as a whole, do hereby congratulate Mr. Hartsell  
5 for his distinguished contributions and express our  
6 best wishes to him and his family for their continued  
7 success and happiness in the years to come.

8 And everything I just said here applies to the  
9 real brains of the outfit sitting right next to him  
10 and that's his lovely wife, Mary, who has been  
11 indispensable in the Double Springs community. Has  
12 done a tremendous job out there and we certainly thank  
13 you, Mary, for all you've done, too.

14 This will be RESOLVED in meeting duly assembled  
15 this 6th day of February 2018.

16 And I'll put that in the form of a motion.

17 TOMMY DUNN: Have a motion from Mr.  
18 Allen, I think the whole Council seconds it. Any  
19 further discussion? I'd just like to say on behalf of  
20 the Council, also, Mr. Hartsell, we really appreciate  
21 what you've done and as Mr. Allen said, not only for  
22 the community but for Anderson County. Always looking  
23 forward to working with you. Always had the best  
24 interest of Anderson County at heart and we really do  
25 appreciate it. And not long ago you had a good job of  
26 trying to help keep Mr. Bowen straight up that way,  
27 too, on the lake, so we do appreciate that. Ms.  
28 Wilson?

29 CINDY WILSON: The Hartsells are well  
30 known for, among other things, being the breeders and  
31 producers of some wonderful beef cattle and quarter  
32 horses. Not to mention the wonderful community  
33 leadership. Thank you.

34 TOMMY DUNN: Anyone else? All in favor  
35 of the motion show of hands. All opposed like sign.  
36 Show the motion carries unanimously. Mr. Allen.

37 TOM ALLEN: Could everyone step down  
38 for the presentation here.

39 **(PRESENTATION OF RESOLUTION)**

40  
41 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:20 P.M.)**  
42



State of South Carolina    )  
County   of       Anderson    )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
FEBRUARY 6, 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 I'd like to call  
2 the Regular Anderson County Council meeting of  
3 February the 6th to order. Like to welcome everyone,  
4 each and everyone here for coming out tonight. First  
5 item of business I'd like to ask Vice Chairman  
6 Councilman Graham if he'd lead us in Invocation and  
7 Pledge of Allegiance. If we'd all rise, please.

8 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY RAY GRAHAM)**

9 TOMMY DUNN: Ms. Floyd.

10 GRACIE FLOYD: Thank you. Mr. Chairman, I  
11 would like to take a few minutes right now to  
12 introduce someone who ---

13 TOMMY DUNN: Yes, ma'am. Before you  
14 would, I'd just like to say -- might be going to say  
15 it, but this is for the record -- Ms. Floyd means no  
16 disrespect. She's got some back issues is reason she  
17 wasn't standing a while ago. Go ahead, Ms. Floyd.

18 GRACIE FLOYD: I'd like to introduce to  
19 you Markecia Brock. Ms. Brock, would you please  
20 stand? Ms. Brock is shadowing me until the month of  
21 April, I think it's going to be. So you will probably  
22 see her a lot. If you -- if we see each other, okay.  
23 But I just want to welcome her to -- I think this will  
24 be her first meeting. She is studying at the  
25 University of South Carolina. Yeah. And she is a  
26 registered nurse, also, at the hospital. So I'm very  
27 proud of her and very pleased that she chose me to  
28 shadow. But Ms. Markecia Brock. Thank you for  
29 coming.

30 TOMMY DUNN: Welcome.

31 GRACIE FLOYD: Thank you.

32 TOMMY DUNN: Yes, ma'am.

33 Moving on, any corrections to be made to the  
34 minutes of January the 16th, 2018. Ms. Wilson?

35 CINDY WILSON: Yes, sir. On page 34, line  
36 50, Bleckley Street was misspelled. It should be B-L-  
37 E-C-K-L-E-Y. And that's the only thing I noticed.  
38 Thank you.

39 TOMMY DUNN: Anyone else? Ms. Wilson,  
40 make a motion to accept the minutes with that  
41 correction?

42 CINDY WILSON: May we accept the minutes  
43 as corrected. Thank you.

44 TOMMY DUNN: Ms. Wilson makes a motion,  
45 we have a second? Second Mr. Graham. All in favor of  
46 the motion show of hands. All opposed like sign.  
47 Show the motion carries unanimously.

48 At this time we'll go into Item number 4, Citizens  
49 Comments. When Mr. Harmon, our legal counsel, calls  
50 your name, please state your name and district for the

1 record. You have three minutes on agenda items first  
2 go-around and please address the Chair.

3 LEON HARMON: Mr. Chairman, first citizen  
4 signed up is Frank Pressly.

5 FRANK PRESSLY: Frank Pressly, District 2.  
6 I sat in on the Finance Committee meeting yesterday.  
7 I'm going to talk about Item 13 1(d).

8 I sat in on the Finance Committee meeting  
9 yesterday and listened with interest to a lot of the  
10 goings on there. And there was a report from one of  
11 the County employees about the purchase of three  
12 Juniper switches. Particularly the EX3400-48P. Now,  
13 I notice that the state contract pricing that was  
14 given to us was three thousand six hundred and sixty-  
15 nine dollars each.

16 Well, I went to Google and I typed in Juniper  
17 EX3400-48P. As you all are well aware Google tells  
18 you everything about everything. And the first five  
19 entries were other locations that these could be  
20 purchased. Now, there is a company called  
21 InteraSource that sells these same switches for one  
22 thousand three hundred and ninety dollars. Now,  
23 that's a two thousand two hundred and seventy-nine  
24 dollar difference between what it can be purchased for  
25 if somebody had done just a little due diligence and  
26 just going and buying it off a state contract price.  
27 Now I know employees feel safe in buying at a state  
28 contract price because it's a contracted price. But  
29 the risk that you run there is, at the beginning of  
30 the year, electronics are a hot commodity and they're  
31 at top price. By the end of the year that same item  
32 has usually fallen to almost half price, when the next  
33 generation of item has come out and so forth. So I  
34 don't know if it's that we have employees that are  
35 just not doing the due diligence to go and find deals  
36 and they're just relying on state contract pricing to  
37 justify paying the price. But of this eleven thousand  
38 dollar contract, six thousand eight hundred and  
39 thirty-seven dollars of it could have been saved, if  
40 we'd gone to InteraSource rather than whatever company  
41 we bought it from.

42 Now, I don't know if we go to our vendors and say,  
43 hey, this what we need to do and they say, okay, well,  
44 this is what you need. Or if our vendors come to us  
45 and say, hey, you need to be able to do this and this  
46 so you need this. So I don't know what the  
47 relationship is, but I just know that we are  
48 overpaying enormously for some things and electronics  
49 is probably one of the worse culprits. Thank you.

50 LEON HARMON: Mr. Chairman, next speaker

1 is Elizabeth Fant.

2 ELIZABETH FANT: I'm speaking on, I'm  
3 speaking on number 10 -- Elizabeth Fant, District 3 --  
4 on the landfill question. I went to the meeting that  
5 Cindy Wilson and Mr. Graham had at Cheddar last week  
6 on the landfill situation and there were probably  
7 about 50 people in the room, all hot. Not happy  
8 campers.

9 The problems that they are experiencing are the  
10 same ones they've been experiencing for the last  
11 twenty years. Means nothing is getting done. Same  
12 problems. Biggest thing is the landfill is operated  
13 at 24 hours a day. The stench is still horrible. The  
14 buzzards are circling all around. The trucks fly up  
15 the road, throwing rocks from the road. Children are  
16 out playing. They -- you can't let your children out  
17 anywhere near there. I still know of five different  
18 families that I know that have been affected by  
19 cancer.

20 We're not doing a good job of helping our  
21 citizens. It just seems to me that we're focusing so  
22 much on economic development and that dang Green Pond  
23 Landing that we're not doing -- you all are not doing  
24 -- the job that you were entrusted to do.

25 One of the biggest things that the government is  
26 supposed to do is look after the safety and health of  
27 its citizenry. And these people are really suffering.

28 Now, it was a good meeting in the fact that Mr.  
29 Graham -- I'm glad to see that District 3 was there  
30 representing and Cindy wasn't by herself as she's done  
31 so many times in the past. And it looked to me like  
32 y'all were trying to really get some input from the  
33 citizens. But I just hope this is not going to be  
34 another case of whoop-de-doo. And then it just dies  
35 out. This time I intend myself to intervene if that's  
36 what I see is going on.

37 LEON HARMON: No one else is signed up,  
38 Mr. Chairman.

39 TOMMY DUNN: Thank you, Mr. Harmon.  
40 No item on 5 or 6.

41 Item number 7(a) Ordinance 2018-002 a Supplemental  
42 Ordinance to amend Ordinance 2017-016 will be taken up  
43 during the Finance Committee's report.

44 Item number 7(b) 2018-003 an Ordinance authorizing  
45 a fee-in-lieu-of Tax Arrangement on behalf of Project  
46 Spindle (the "Company") pursuant to a fee-in-lieu-of-  
47 tax agreement between Anderson County, South Carolina  
48 (the "county") and the company; authorizing a 5-year  
49 extension of the investment period for all investments  
50 over the statutory minimum investment; authorizing the

1 execution and delivery of an Infrastructure Financing  
2 Agreement (IFA) granting certain infrastructure  
3 credits to the company. Mr. Nelson, you like to ---  
4 BURRISS NELSON: Yes, sir. If Council --  
5 Mr. Chairman, members of Council. Project Spindle is  
6 a ten million dollar investment of an existing  
7 industry. They're a -- over a -- more than a fifty  
8 year old European based company, corporation that  
9 manufactures technical fabrics for a variety of  
10 industrial uses. They'll also be creating seventy-one  
11 new jobs with the expansion with an average pay of  
12 sixteen dollars and fourteen cents per hour, an  
13 approximate annual payroll of two million two hundred  
14 and seventy-two thousand. This will include a fee-in-  
15 lieu agreement for thirty years with first year taxes  
16 -- current taxes paid on the expansion property are a  
17 little under a thousand dollars. The -- when the  
18 taxes are paid in 2020 for the first time, when the  
19 project is in full operation, first year's tax is nine  
20 thousand eight hundred and sixty-eight dollars. And  
21 over a thirty year period, two hundred and thirty  
22 thousand dollars in property tax for the first year.  
23 Community impact of five million, and a twenty years  
24 community impact of sixty-seven million.

25 This comes to Council as a recommendation from  
26 staff and from the Economic Advisory Board. We  
27 respectfully request you give favorable consideration  
28 to this project.

29 TOMMY DUNN: Thank you, Mr. Nelson. We  
30 have a motion to move this forward?

31 KEN WATERS: So moved.

32 CINDY WILSON: So moved.

33 TOMMY DUNN: Motion Mr. Waters and  
34 second Ms. Wilson. Now any discussion, any questions,  
35 anything for Mr. Nelson? Comments. All in favor of  
36 the motion show of hands. All opposed like sign.  
37 Show the motion carries unanimously. Appreciate it,  
38 Mr. Nelson, y'all keep up the good work.

39 BURRISS NELSON: Yes, sir. Thank you.  
40 Appreciate your support.

41 TOMMY DUNN: Item number 9, Report from  
42 the Civic Center Adhoc Committee meeting held January  
43 23rd. Don't believe there will be no need for  
44 Executive Session. Chairman Waters.

45 KEN WATERS: At this time we are working  
46 on a contract to have someone manage the Civic Center  
47 and the Anderson County Sports Center out there. So  
48 we don't have the contract, yet, but that's the goal  
49 of what we're trying to put together.

50 TOMMY DUNN: Once the contract's given

1 it will be brought back to the Ad Hoc committee for  
2 review and then to the full Council.

3 KEN WATERS: That's correct. So if  
4 there's any suggestions, please, Mr. Burns and he'll  
5 ---

6 TOMMY DUNN: Ms. Floyd? Ms. Floyd's got  
7 a question.

8 GRACIE FLOYD: The only thing we're doing  
9 in this case is just looking at contracts. We haven't  
10 really hired anybody -- we haven't even started a  
11 search for this program, yet. Have we?

12 RUSTY BURNS: Ms. Floyd, the county put  
13 out a Request for Proposal nationwide, looking for  
14 people who would be interested in managing the Civic  
15 Center. We received one response and we are in  
16 negotiations with those people right now. As Mr.  
17 Waters pointed out, the Ad Hoc committee met with  
18 them. We have taken the input from the Ad Hoc  
19 committee. Mr. Harmon is putting a contract together.  
20 The contract will go back to the Ad Hoc committee and  
21 then go to full Council.

22 GRACIE FLOYD: Okay. Mr. Chair.

23 TOMMY DUNN: Yes, ma'am.

24 GRACIE FLOYD: While we're on this subject  
25 I have something I want to ask. Last year, 2017, I  
26 was assigned to that group, but because of my illness  
27 I was unable to participate. And you've already said  
28 that the last year's committee would go forward again  
29 this year in 2017. So from here on out, I would like  
30 to take my place on the Civic Center Committee,  
31 please. I would like to be informed on any type  
32 meetings or whatever that's going on. Thank you.

33 TOMMY DUNN: Yes, ma'am. Anything else,  
34 Mr. Waters?

35 KEN WATERS: That's all.

36 TOMMY DUNN: Anybody else have anything?  
37 Questions or comments.

38 Be moving on to Item number 10 now, Report from  
39 Ms. Wilson on the Cheddar Community meeting held  
40 January the 30th. Ms. Wilson.

41 CINDY WILSON: Thank you, Mr. Chairman.  
42 We held a meeting over at the Cheddar Fire Department  
43 on the 30th of January. We had a large group of  
44 residents and landowners there. And our county was  
45 represented by County attorney Mr. Harmon, and Solid  
46 Waste Director Mr. Greg Smith, and Districts 3 and 7.

47 We focused in that meeting on the facility issues,  
48 negotiation process as it related to the original  
49 landfill disposal contract and the sale of the  
50 landfill. And that was where the community met with

1 the company and came up with basically some rules for  
2 the roads so to speak.

3 Among those rules, the main issues negotiated were  
4 hours of operation of the landfill, the truck routes  
5 of the trucks using the landfill, cleanliness of  
6 trucks leaving the landfill, cleanup of the litter  
7 blown offsite, the establishment of an advisory  
8 committee, implementation of recycling efforts,  
9 protection of property, the final elevation of the  
10 lateral expansion, and the aesthetics of the landfill.

11 And the parties agreed that the main routes for  
12 trucks coming and going to the landfill were from I-85  
13 to Highway 8 to Midway Road to Cherokee Road to Beaver  
14 Dam Road to Highway 20 to Big Creek Road. Or from  
15 Anderson Highway 29 North to Broadway School Road, to  
16 Highway 20 to Big Creek Road. From Highway 25,  
17 Highway 247 to Murphy Road to Big Creek Road.

18 The company was supposed to have place a toll free  
19 number decal on its trucks where persons could lodge  
20 complaints when they recognized adverse condition or  
21 behavior. The company was supposed to place fencing  
22 necessary around the landfill to control litter  
23 leaving the site. The company was supposed to have  
24 cleaned up litter along the public roads. The county  
25 was supposed to educate the general public about  
26 disposal of trash in general and recycling efforts in  
27 particular. The company was supposed to file with the  
28 appropriate federal agencies for permit or permits to  
29 control the buzzard population which had taken up at  
30 the landfill and to implement control actions as  
31 approved. The company was supposed to in general  
32 promote beautification efforts to minimize the adverse  
33 effects of the landfill. And they were supposed to  
34 set up an advisory committee with the community. And  
35 also, they were supposed to prevent leakage from its  
36 trucks going on to public or private property. Many  
37 of these conditions that were put into place have not  
38 been met. And that has been a very difficult  
39 situation for the community.

40 We came back with basically a punch list of those  
41 items that needed to be resolved and needed to be  
42 incorporated in the contract going forward with the  
43 landfill. Mr. Greg Smith made a wonderful list and  
44 I'll read off this to you. The Anderson Regional  
45 Landfill runs 24 hours a day and that's in violation  
46 of existing agreement. The community said the host  
47 fee should go to the Cheddar community and Belton for  
48 the fire department and other community needs. The  
49 foundation of the Big Creek Road was not correctly  
50 installed due to mud and soft ground during

1 construction. And the residents want the Big Creek  
2 Road to be repaved.

3 Now those items are under review with SCDOT as we  
4 speak. The residents requested no trucks on Murphy  
5 Road. An update on that, we've had three or four  
6 tanker overturns on that road with spills in the last  
7 18 months. So that is also under review. The Rector  
8 Road area had water coming onto private property  
9 issues that they wanted to have reviewed. Our county  
10 DOT is reviewing that. The intersection of Cannon  
11 Bottom Road and Big Creek Road and Mahaffey Road,  
12 there's a dangerous sight distance issue there. SCDOT  
13 and the county DOT are reviewing those issues as we  
14 speak.

15 The trucks are coming non-stop into the landfill  
16 in the community. The smell of the landfill is  
17 dreadful. There are Massachusetts tags on trucks and  
18 many speeding vehicles. Mr. Smith has had the  
19 transport police contacted, so hopefully the weights  
20 and the speeds will be resolved there. We need the  
21 Sheriff's Department to place a deputy on Big Creek  
22 Road from 7:00 AM to 8:00 AM, 3:00 PM to 4:00 PM and  
23 5:00 PM to 6:00 PM due to excessive speeding. It is  
24 very dangerous. School students and workers from the  
25 steam plant were the main ones it identified.

26 Since then Duke Power has notified us that the  
27 work at the Lee Steam Plant will be complete some time  
28 next week and they also contacted the highway patrol  
29 to police the area and catch the speeders. Trucks  
30 leaving on Rector Road and onto Big Creek Road are  
31 running the stop sign and they were wanting some  
32 measures put in place to stop that problem.

33 Trucks coming in after hours of operation at the  
34 landfill in violation of the agreement. Neighbors are  
35 awakened by loud clanging of trucks dumping all night  
36 long. Large amount of truck traffic. They want a  
37 list of disciplinary actions for trucks and companies  
38 and have some consequences employed there. They  
39 wanted the tire wash to be made to work. Apparently  
40 it has very rarely worked over there. Surge coming  
41 off of the tires when leaving the landfill has been  
42 known to bust windshields and all kinds of trouble  
43 there. The fuel trucks coming on to Crawford Road,  
44 again, those are a serious consideration. And the  
45 buzzards and the sea gulls. And they want weights of  
46 the trucks at the landfill verified. Transport police  
47 are on that. They want the taxes cut on property  
48 around the landfill and reassess the property due to  
49 the landfill, fuel tanks and steam plant. Mr. Graham  
50 will be addressing that shortly and he's working on



1 that right now.

2 There's a home -- there's at least two home owners  
3 along Big Creek Road that have stated that their  
4 foundation is compromised because of the heavy truck  
5 traffic and hitting the potholes. We're hoping to  
6 have that resolved with the road straightened out.  
7 There was also the need of some type of a muffler on  
8 the generators or walls around the generators dealing  
9 with the methane gas to muffle the loudness. Mr.  
10 Smith is addressing that with the landfill company  
11 right now. They were also requesting that the  
12 landfill and Kinder Morgan contribute money to the  
13 fire department as those are volunteer firefighters  
14 and they are trained to deal mostly with residential  
15 fires, but with the fuel tank farm, the landfill, the  
16 sewers, the pipelines, the ethanol facility, the  
17 railroad, that is truly a terrorist dream and it's a  
18 very dangerous situation. So we need to have our fire  
19 departments over there properly trained and equipped.

20 They also requested that water taps be placed for  
21 residences along Compton Road and some of the other  
22 areas due to suspected well contamination. It should  
23 be noted that years ago there were serious well issues  
24 over there and water lines were run to help those  
25 residents over there. Also they wanted the litter  
26 needs to be picked up every day on Big Creek Road.  
27 Mr. Smith is working with the company on that. A lot  
28 of litter -- not just people throwing out, but from  
29 the trucks, even with tarps, it's blowing out. They  
30 want environmental enforcement on Big Creek Road and  
31 Broadway School Road more often. They were there all  
32 of this past week. They want the landfill to cover  
33 the trash with dirt every day and not to use the tarp  
34 system. There were also issues with the stench from a  
35 product that's being brought into the landfill and  
36 DHEC and the company are being worked with to mitigate  
37 that problem. They want the host fees to pay for  
38 another officer over there and they want speed limit  
39 signs and kids at play signs to put in the area. And  
40 also guard rails on the road at the creek on Big Creek  
41 Road.

42 The community is developing a committee to better  
43 communicate and coordinate these and other efforts,  
44 along with the facebook site, to make reports and  
45 photos of suspected violations more available.

46 And now, if I might have Mr. Graham to provide us  
47 an update on his efforts. And he has been so  
48 wonderful to have over there. Everybody was so  
49 grateful to have more people. Thank you.

50 RAY GRAHAM: Thank you, Ms. Wilson.

1 Just ---  
2 TOMMY DUNN: Excuse me, Mr. Graham. If  
3 you can, Mr. Harmon has instructed we're out of time.  
4 Can we ask for five more minutes of this to get this  
5 through with? Can we get it completed?  
6 KEN WATERS: Make a motion.  
7 TOMMY DUNN: Ms. Wilson makes a motion,  
8 second Mr. Waters. All in favor of the motion to  
9 extent time five minutes show of hands. Show the  
10 motion carries unanimously.  
11 All right. Go ahead, Mr. Graham.  
12 RAY GRAHAM: Thank you, Mr. Chairman.  
13 I'll definitely make this short. The biggest thing,  
14 as fellow Council members see, this is a huge list.  
15 Realistically speaking, though, if we go down the  
16 list, there's a lot of items that we as a county can  
17 control. Ms. Wilson and myself, we have already  
18 contacted different divisions within the county to  
19 start working on some of these items. Some of them's  
20 just -- honestly it's just some real quick fixes.  
21 A couple of things in the meeting, one thing they  
22 brought up was they wanted their county taxes done  
23 away with. Well, we know as a county, we cannot do  
24 that. But in the same respect, I heard their plea and  
25 Ms. Wilson did, as well. We've contacted the  
26 assessor's office and what they're doing is ensuring  
27 that the property values that are placed on the  
28 residents in that community has bearing of the fact  
29 that they're right beside a landfill. They're  
30 basically looking at the landfill's taxes, they're  
31 looking at the vacant lots, the farm land, and those  
32 taxes. They're also looking at the residents where  
33 homes are actually -- add on to tracts of land  
34 ensuring that they are getting the correct tax base  
35 that they should be getting.  
36 A lot of the other things, we do have a transport  
37 police scheduled to be coming out there. Captain  
38 Barn, if you would, I been communicating with Chief  
39 Mitchell on that and also with the code enforcement  
40 officer to kind of be in that area, you know, an hour  
41 or two a day or something. If you could pass that on,  
42 just to make sure at least for a few weeks or whatever  
43 until we can kind of get a handle to see where our  
44 needs are, maybe see if the code enforcement deputy  
45 can maybe just patrol that periodically. We would  
46 definitely appreciate that.  
47 But the biggest thing is that they have -- this  
48 community has spoken and spoken loudly year after year  
49 after year. My mindset is that landfill wasn't built  
50 and wasn't put there this year. That's something

1 that's been ongoing. But in the same respect if  
2 something that as a county that we can correct, you  
3 know, through our personnel or through something as  
4 simple as putting some sign up, putting a speed bump  
5 on our property; the county actually owns thirty acres  
6 coming out of the landfill. One of the concerns, the  
7 trucks don't stop coming on to Rector Road. That's  
8 our property. Put a speed bump. I mean a big truck's  
9 going to stop then, because that's going to cause some  
10 jarring if it doesn't. I mean, that's a simple fix,  
11 stuff like that. And to me, I mean, it's just a  
12 matter of us kind of being diligent as far as going  
13 through this list and seeing what we can correct.  
14 We're not going to remove the landfill, but we can  
15 make it a better community for some of these items  
16 that they brought to the concern.

17 Ms. Wilson, thank you for allowing me to attend  
18 that meeting with you. And I'll definitely look  
19 forward to trying to get some of this situated.

20 CINDY WILSON: Bottom line, this trash  
21 business is not out of sight for that community. It  
22 may be out of mind for a lot of us living elsewhere,  
23 but it does have a cost monetarily and  
24 environmentally, and I really appreciate everybody on  
25 Council trying to work together to make things a  
26 little better for those folks. Thank you.

27 TOMMY DUNN: Thank you, Ms. Wilson.  
28 Moving on to Report from The Public Safety Health  
29 and Human Services Committee. Mr. Graham. Chairman  
30 Graham. It's the report from the February 1st  
31 meeting.

32 RAY GRAHAM: Thank you, Mr. Chairman.  
33 This is basically just to update as far as some of  
34 the items that we've discussed at Public Safety. One  
35 of them, the Sheriff's Department, everybody should  
36 have it in their agenda package, just an update on the  
37 National Institute of Corrections Study. We are  
38 moving forward with that. It's been kind of a slow  
39 start as far on that, but hopefully that's starting to  
40 pick up and we're going to get some actions in place  
41 with that as that committee moves forward.

42 As far as Pelzer Rescue Squad, they brought forth  
43 a proposal to EMS Director Steve Kelly and myself  
44 about possibly placing an ambulance in place at Three  
45 and Twenty where we have been housing a QRV for the  
46 same price that it would cost us to operate the QRV.  
47 And looking at this proposal with Mr. Kelly and Ms.  
48 Rita, we basically determined that it's kind of a no-  
49 brainer. I mean we're getting a bigger bang for the  
50 buck with the ambulance that's capable of offering

1 full service for that twelve hour period for the same  
2 cost that we'd be offering a QRV. We brought forth  
3 this in the form of a motion at Public Safety. It was  
4 passed a hundred percent.

5 At this time, Mr. Chairman, I'd like to bring that  
6 forth from Public Safety that we approve allowing  
7 Pelzer Rescue Squad to have that contract for the  
8 remainder of this budget year for basically the same  
9 cost that we're operating the QRV.

10 TOMMY DUNN: We have a motion coming  
11 from the Public Safety committee doesn't need a  
12 second. Are there any discussion? Yes, ma'am.

13 GRACIE FLOYD: Would you please repeat the  
14 motion?

15 RAY GRAHAM: The motion would be --  
16 we're currently paying for a QRV through county funds,  
17 through the EMS budget. Pelzer Rescue Squad has  
18 brought forth a proposal that they would place an  
19 ambulance in -- and that's actually located at Three  
20 and Twenty Fire Department -- and basically that we  
21 place an ambulance in that place of the QRV. The  
22 county would be saving the money of the operations of  
23 the QRV and giving that money to Pelzer Rescue Squad  
24 for a full time ambulance for the twelve hours a  
25 shift.

26 TOMMY DUNN: And that will be at ---

27 RAY GRAHAM: Three and Twenty.

28 TOMMY DUNN: Three and Twenty sub  
29 station in Slabtown.

30 RAY GRAHAM: Yes. The call volume in  
31 that area has drastically increased due to the growth  
32 in that community and we -- the Public Safety brings  
33 that in the form of a motion due to hopefully bringing  
34 them back in compliance.

35 TOMMY DUNN: This area has been long  
36 needed and when Mr. Kelly took that job, he done a  
37 study and seen it could be justified, which we already  
38 pretty much knew that. And it's no thing. Bottom  
39 line is, no doubt ambulance is better, in my opinion,  
40 best thing for it. But a QRV is better than nothing.  
41 So we've got a chance to get an ambulance here for the  
42 short -- for the remainder of the contract things is a  
43 pretty good no-brainer. Anybody else have anything?

44 GRACIE FLOYD: Can we ask questions?

45 TOMMY DUNN: Yes, ma'am.

46 GRACIE FLOYD: Where is this -- I can't  
47 get a -- what area is this?

48 TOMMY DUNN: If you go up -- be District  
49 4 and District 6 area. It's -- you go up Liberty  
50 Highway and turn right on Highway 88. It's out that

1 way in the Slabtown community. You remember, Ms.  
2 Floyd, the -- several years ago they put the -- can't  
3 think of the name of the road, Mr. Waters would know,  
4 but they put the landfill up there. We had that big  
5 discussion about the landfill. It's Hamlin Road.  
6 It's in that area before you get in there. Be backing  
7 up Pendleton.

8 GRACIE FLOYD: How many QRVs do we have? I  
9 thought we only had one over in Pendleton.

10 TOMMY DUNN: No, ma'am.

11 GRACIE FLOYD: Excuse me, Ebenezer.

12 TOMMY DUNN: We had one in Ebenezer and  
13 we had one in Williford. And they been -- they  
14 switched -- they have since been switched out to  
15 ambulances. The only QRV we have now active is the  
16 one in Slabtown.

17 GRACIE FLOYD: Ebenezer doesn't have one  
18 any more?

19 TOMMY DUNN: No, ma'am. They got an  
20 ambulance down there.

21 RAY GRAHAM: Ms. Floyd, we actually --  
22 if I may ---

23 GRACIE FLOYD: I understand the question,  
24 I understand. Thank you.

25 TOMMY DUNN: Yes, ma'am. Anybody else  
26 have anything? Go ahead, Mr. Waters.

27 KEN WATERS: This is a good thing. I'm  
28 very surprised. This kind of -- it's kind of like a  
29 Christmas present. You know, this is something that's  
30 moving forward. That area is very busy. They have  
31 quite a number of calls. And I'm excited about this  
32 because the West Pelzer actually put forth an effort  
33 to do something and that's what we look for from these  
34 EMS.

35 TOMMY DUNN: Well, this is what it's all  
36 about, in my opinion what EMS -- our local thing, but  
37 it's community driven.

38 KEN WATERS: Yeah.

39 TOMMY DUNN: This is that. But not only  
40 is that area growing in call volume, but it puts  
41 another ambulance on the street for when Mr. Kelly and  
42 the county gets the system working like it's supposed  
43 to, to move around and rotate to back one up when  
44 one's on call and everything.

45 KEN WATERS: That's right.

46 TOMMY DUNN: I think it's an excellent  
47 thing.

48 KEN WATERS: I'm very excited about  
49 this. I wasn't expecting it and I really appreciate  
50 West Pelzer for putting forth that effort. Thank you,

1 sir.  
2 TOMMY DUNN: Pelzer.  
3 KEN WATERS: I'm sorry. Pelzer.  
4 TOMMY DUNN: Talking about West Pelzer  
5 Fire Department. Yeah. That could be fighting words  
6 in some places.  
7 KEN WATERS: I don't think nobody was  
8 here to hear that.  
9 TOMMY DUNN: All in favor of the motion  
10 show of hands. All opposed like sign. Show the  
11 motion carries unanimously.  
12 Anything else, Mr. Chairman?  
13 RAY GRAHAM: No, Mr. Chairman, that's  
14 it.  
15 TOMMY DUNN: Moving on Item number 12,  
16 Report from the Planning and Public Works Committee  
17 meeting held on February the 1st. Ms. Wilson.  
18 Chairman Wilson. Ms. Wilson.  
19 CINDY WILSON: Thank you, Mr. Chairman.  
20 The first item for our committee's consideration was  
21 the pavement management presentation by Mr. Steve  
22 Lander, PE of the Kercher Group from Raleigh, North  
23 Carolina, who was introduced by Mr. Holt Hopkins. It  
24 is the desire of our Roads and Bridges Department to  
25 have a more scientific evaluation and analysis of the  
26 county's road system to better plan and prioritize  
27 road care for our county. It is believed that the  
28 methods used by this group would create a more  
29 sustainable county road map with analytics using up-  
30 to-date data providing goals, policies, intelligent  
31 decisions based on a business process review, project  
32 selection, performance measures all resulting in a  
33 more cost effective management. This company would  
34 provide the software and software training and  
35 consulting engineering to the county. The cost for  
36 this service in the first year would be approximately  
37 half a million dollars and would not include the  
38 municipalities. We expressed that the municipalities  
39 should be invited to participate if the county chooses  
40 to engage this group. Mr. Hopkins stated that the  
41 Roads and Bridges Department has the funds to pay for  
42 the service as many personnel vacancies remain  
43 unfilled in his department. Our committee voted in  
44 support of the proposal as presented but pending a  
45 review of the written proposal. At the start of our  
46 Finance Committee meeting yesterday we were advised  
47 that an expense of this magnitude would require to be  
48 bid out. And since that time each of us has at our  
49 seat the written proposal and we are expecting a  
50 little more information. I don't know how y'all want

1 to handle that. I do think it would be appropriate  
2 for us to read it and maybe vote the next time.

3 TOMMY DUNN: Yes, ma'am. I think we  
4 need some time to study this.

5 CINDY WILSON: All right. And then -- we  
6 then voted to go into Executive Session to receive  
7 legal advice and updated discussion with respect to  
8 the county's solid waste disposal contract. Much of  
9 the concerns expressed in the original FIN agreement  
10 would be expected to be incorporated in a new contract  
11 with the landfill. Mr. Harmon, Mr. Smith, and others  
12 are working on the contract and related issues. We  
13 anticipate that the community and our county tax  
14 payers will be encouraged by the progress on this  
15 important matter.

16 And I want to thank everyone again, for working so  
17 hard on this issue. And thank you, Mr. Graham, it's  
18 been so nice to have, you know, other Council members  
19 present, too. Do any of our committee members have  
20 anything else to add at this time? And that is our  
21 report from the Planning and Public Works Committee.

22 TOMMY DUNN: Thank you for all y'all's  
23 work. If there's no objections, can we take about a  
24 five minute break?

25 **(BREAK 7:10 PM to 7:15 PM)**

26 TOMMY DUNN: Call the meeting back into  
27 order. And at this time we'll move on to Item number  
28 13, Report from the Finance Committee meeting held  
29 February the 5th. At this time, Chairman Waters.  
30 Mr. Waters. Ms. Davis want to step up?

31 KEN WATERS: Does she want to step up?  
32 The majority all except for one item was passed by the  
33 Finance Committee unanimously except one thing.  
34 Everything passed but we have one item that it'll be  
35 on the latter part of it so we'll explain that. Ms.  
36 Davis, you want to hit it?

37 RITA DAVIS: Yes, sir. The first item,  
38 we're requesting permission to purchase ten 2018 Dodge  
39 Chargers for the Sheriff's office. That's off a state  
40 contract, Performance Automotive, three hundred and  
41 six thousand three hundred. And that is coming out of  
42 the one point nine that was originally budgeted for  
43 the Sheriff's office.

44 TOMMY DUNN: Coming from the Finance  
45 Committee doesn't need a second. Are any discussion  
46 or questions? Hearing and seeing none, all in favor  
47 of the motion show of hands. All opposed like sign.  
48 Show the motion carries unanimously.

49 Moving on to Item (b).

50 RITA DAVIS: Yes, sir. Requesting

1 permission to purchase 26 tablet Computers for the  
2 Sheriff's department patrol cars. It's coming from  
3 Control PC. It's a sole source purchase because  
4 they're the only manufacturer of these ultra rugged  
5 advanced mobile data terminals. They only sell to  
6 First Responders. This, too, will be coming out of  
7 the one point nine that was set aside for Sheriff's  
8 vehicles and upfit.

9 TOMMY DUNN: Any question? Coming from  
10 Finance Committee, again, doesn't need a second. Any  
11 comments or questions? All in favor of the motion  
12 show of hands. All opposed like sign. Show the  
13 motion carries unanimously.

14 Moving on to Item number (c).

15 RITA DAVIS: Yes, sir. We're asking  
16 permission to buy an aligner machine with a cabinet  
17 for the fleet services. It's coming out of our left  
18 over lease money, twenty-nine thousand one thirteen  
19 ninety-two. And it, too, is sole source from Mohawk  
20 Resources LTP.

21 TOMMY DUNN: This is a replacement item  
22 coming out of their thing. I think the one they got  
23 is over twenty-five years old and having a hard time  
24 getting parts for it. This is coming from Finance  
25 Committee meeting. It doesn't need a second. Are  
26 there any questions or comments? All in favor of the  
27 motion show of hands. All opposed like sign. Show  
28 the motion carries unanimously.

29 Moving on to Item number (d), 3(d), Ms. Davis.

30 RITA DAVIS: Yes, sir. We're asking to  
31 purchase three Juniper Switches. This is so that they  
32 can be CJIS compliant. It closes the loop between the  
33 EOC towers 3 and dispatch so that the transfer of data  
34 between those three locations is secure. It will be  
35 paid for from a combination of LEMPG grant funds and  
36 E911 tariff funds.

37 TOMMY DUNN: Coming from Finance  
38 Committee doesn't need a second. Just like to -- Mr.  
39 Graham I think has a comment.

40 RAY GRAHAM: Sorry, had to get my  
41 microphone on. Yes, Mr. Chairman. We -- Mr. Pressly,  
42 just for your input earlier, I personally thank you  
43 for that. But we are going to look into that and see  
44 what does this entail. My recommendation is we move  
45 forward with it tonight, but I mean we're definitely  
46 going to shop and see if we can get this switch  
47 cheaper.

48 TOMMY DUNN: All what the reason is, why  
49 it's this way.

50 RAY GRAHAM: I honestly -- I know it's



1 got several items out beside this and I'm not sure if  
2 what you're looking at has got those same items. But  
3 I mean, we'll definitely compare apples to apples, if  
4 we can get it cheaper. Again, we appreciate that  
5 input.

6 TOMMY DUNN: And not to throw nobody  
7 under the bus, but this comes out of the Sheriff's  
8 Department. People, radio people and all, IT people  
9 were looking at doing this and we're going to, like  
10 Mr. Graham said, make sure it's apples to apples.  
11 Make sure there's no installation involved or what  
12 not. Make sure it's the best. Ms. Wilson.

13 CINDY WILSON: Thank you. I was going to  
14 ask if we could check into it further. And we do have  
15 some great citizens.

16 TOMMY DUNN: Well, the fact is, Mr.  
17 Graham has already started during this meeting  
18 checking into it.

19 TOM ALLEN: Mr. Chair.

20 TOMMY DUNN: Mr. Allen and then Ms.  
21 Floyd.

22 TOM ALLEN: Yes, thank you. I'm glad  
23 you brought that up because I was going to do it, too.  
24 And I know a place I worked before, we were buying  
25 computers on a five year contract. We're paying three  
26 thousand dollars for them. And on that fifth year  
27 they were selling for a thousand out in the open  
28 market. But we had to go with the state contract. So  
29 we definitely need to look at this. And we may end up  
30 with this, but maybe, I think we can do better.

31 TOMMY DUNN: Well, the thing is, make  
32 sure it's apples to apples. Ain't a reason for this.  
33 That's the thing what is. Ms. Floyd.

34 GRACIE FLOYD: I, too, was very interested  
35 in what Mr. Pressly had to say. It seems as if,  
36 though, however, that somebody, now what's that word  
37 due diligent, would have looked at that before and  
38 have known that. And I don't like the idea of well,  
39 let's just go ahead and buy the five dollar one and  
40 we'll look at the one dollar one later. Could this be  
41 put aside till the next meeting, maybe?

42 TOMMY DUNN: Well, I think we can do it  
43 now with the caveat that they going to look and see if  
44 it can be bought cheaper; it will be bought. We need  
45 to make sure first of all, in my opinion, that it's  
46 apples with apples. Make sure this ain't no thing or  
47 whatnot. But we are not going to pay that if it can  
48 be bought cheaper. Is that to everybody's ---

49 GRACIE FLOYD: I don't understand. What  
50 you're saying is that we're going to just approve it,

1 but we're not going to buy it until we actually look  
2 at the other cost of it?

3 TOMMY DUNN: That's right. That's  
4 right.

5 GRACIE FLOYD: Okay. All right. So what  
6 we're doing tonight is just going ahead and clearing  
7 the way to buy something? We're not going to go ahead  
8 and buy that most expensive one right now.

9 TOMMY DUNN: I'll make a motion here in  
10 a moment. I'll make an amendment to this to clarify.

11 GRACIE FLOYD: Okay. Thank you.

12 TOMMY DUNN: Any more discussion? I'll  
13 make an amendment to the motion that the Sheriff's  
14 Department checks and makes sure, compares apples with  
15 apples, make sure it's comparing and if they can get  
16 this cheaper, let's buy it cheaper. Let's make sure  
17 it's the same thing what they want to and it's got all  
18 the things. And if it does get the one less  
19 expensive. But if it's not -- for some reason, it's  
20 not what they was wanting or what they specked out, or  
21 the installation is not included or whatnot, then they  
22 go ahead with this. We're approving this money but it  
23 could be lower. That's my motion. I hope I cleared  
24 things up.

25 RAY GRAHAM: Second that.

26 TOMMY DUNN: Second Mr. Graham. Now,  
27 any discussion on that? We have to vote on the  
28 amendment. Show of hands. Amendment is unanimous.  
29 Now we vote on the main motion. All in favor. Vote  
30 is unanimous.

31 Now going on to Item number (e), a backup  
32 solution. Ms. Davis.

33 RITA DAVIS: Yes, sir. If you don't  
34 mind, we're going to table this. Mr. Carroll needs to  
35 bid this out, we have found out. So we're going to  
36 skip over that at this time.

37 TOMMY DUNN: Item number (e) will be  
38 pulled to a later date with more things.

39 RITA DAVIS: That's correct.

40 TOMMY DUNN: Okay. Moving on to the  
41 next item, Ms. Davis.

42 RITA DAVIS: Yes, sir. You have before  
43 you the State Homeland Security Program. There's two  
44 grants, one from your SWAT team, one from the Haz-Mat  
45 team. It was approved unanimously by the Finance  
46 Committee. You'll see that there's capital involved.  
47 There are chemical protective ensembles, air purifying  
48 respirators, and breathing apparatuses. Also, that's  
49 on the SWAT side. On the Haz-Mat side, they have  
50 wireless remote detectors for the gases and chemicals

1 that may be -- they may encounter. And also a host  
2 computer and wireless modem that supports that  
3 equipment. There is no match. It also includes five  
4 thousand for exercise support. And these items -- all  
5 these items are on the Homeland Security list that we  
6 have to have and it's fully paid for by grant funding.  
7 In other words, the state was recommending that we buy  
8 these items.

9 TOMMY DUNN: Coming from the Finance  
10 Committee again doesn't need a second. Are there any  
11 questions or comments, discussion? Hearing none, all  
12 in favor of the motion show of hands. All opposed  
13 like sign. Show the motion carries unanimously.

14 Moving on to Item number 5, radio fees.

15 RITA DAVIS: Yes, sir. This is -- we're  
16 requesting permission to turn on up to thirty-five  
17 radios. This would allow for us to pay the forty-one  
18 dollar monthly fee. That is, if it's necessary. Mr.  
19 Mark Williamson, the CFO at the Sheriff's office, is  
20 working closely with Mr. Hawkins. They're doing a  
21 complete physical inventory of all of our mobile  
22 radios throughout the county. They're hoping to have  
23 that done no later than April 1st. I think the  
24 Finance Committee tasked them to expedite that; let's  
25 get this done. We feel like some of those are going  
26 to be turned off. Therefore, we may or may not need  
27 any of these turned on. So we know we've got the ten  
28 cars that you just approved. Ten of these radios will  
29 be in these new cars. But you're turning one off and  
30 the other one on. So this is just seeking permission  
31 so we don't have any down time, especially in those  
32 ten vehicles that we're purchasing because we're  
33 getting to the critical stage for our deputies to  
34 having vehicles. So this is just a communication, so  
35 it'll be ready to go once the vehicles are on site.  
36 It will be paid for by the E911 tariff funds.

37 TOMMY DUNN: Any discussion or  
38 questions? Coming from Finance Committee, again,  
39 doesn't need a second. All in favor of the motion  
40 show of hands. All opposed like sign. Show the  
41 motion carries unanimously.

42 Before we move on, get into some of the  
43 supplemental budget, we got some special people here  
44 tonight. Guest people that represent us on the  
45 airport commission. I'd like to recognize them.  
46 Chairman, I believe Mr. Don Acevedo, Dr. Tomlinson and  
47 Ms. Watkins. We appreciate having y'all here tonight.  
48 Welcome y'all and thank you for coming. Thank y'all  
49 for what y'all do at the -- service to the county by  
50 being our airport advisory board. Ms. Davis.

1                   RITA DAVIS:           Yes, sir. Ordinance 2018-  
2   002.  
3                   TOMMY DUNN:           Let me, if we can, as we go  
4   through these, if I'm not mistaken, y'all correct me  
5   if I'm wrong. I wasn't at the Finance Committee  
6   meeting. But I believe the Finance Committee voted to  
7   pull this up, Items 1 through 7, take two out and vote  
8   on it separate, is that not -- I'm asking. Is that  
9   not correct?  
10                  KEN WATERS:           Correct.  
11                  TOMMY DUNN:           So, Ms. Davis, what I'm  
12   saying is, when you go through this, go through 1, 3,  
13   4, 5, 6, and 7. That'll be voted on and we'll come  
14   back to 2.  
15                  GRACIE FLOYD:        Mr. Chairman, you've lost  
16   me. I don't know what you're talking about. This is  
17   the only thing that I've gotten. What are we -- is  
18   there something else we're supposed to have?  
19                  TOMMY DUNN:           The supplemental budget  
20   should be in your book.  
21                  GRACIE FLOYD:        Well, this is what I've  
22   got.  
23                  TOMMY DUNN:           That's it. That's it.  
24                  GRACIE FLOYD:        Okay. But what are you  
25   talking about 1 through 7?  
26                  TOMMY DUNN:           This is the things they're  
27   going to have, the list -- the list right here what  
28   you go. I just got them numbered. And the airport  
29   terminal -- this was the recommendation from the  
30   Finance Committee to pull this out and vote on it  
31   separate versus those things in that thing.  
32                  GRACIE FLOYD:        Okay. Now I went through  
33   this last -- yesterday some time. But does everyone  
34   have what you have there?  
35                  TOMMY DUNN:           I doubt it. It's just  
36   mine. I made it. But you're welcome to it.  
37                  GRACIE FLOYD:        Well, no.  
38                  TOMMY DUNN:           You got another one of  
39   these, Miss Lacey?  
40                  GRACIE FLOYD:        It'd be nice if we all had  
41   one.  
42                  KEN WATERS:           She can have mine. I've  
43   got one I left in the car. You can have -- if you  
44   don't mind my doodling on it.  
45                  TOMMY DUNN:           I call it my cheat sheet to  
46   help me keep up with notes about what -- making  
47   things. That's all it is. Y'all got the same thing,  
48   I just got some -- I'm sorry -- just got some things  
49   to help it up.  
50                  GRACIE FLOYD:        Okay. But Mr. Chairman.

1 TOMMY DUNN: Yes, ma'am.  
2 GRACIE FLOYD: Could we start getting  
3 everything that you have so we can keep up, too?  
4 TOMMY DUNN: Yes, ma'am. I got no  
5 problem with that.  
6 GRACIE FLOYD: We're not Chairmans, but  
7 gosh, what you have ---  
8 TOMMY DUNN: This is just something I  
9 asked for to help me through and I'll be more than  
10 glad if they want to give it to anybody. I asked for  
11 this in my thing. I'm a little slow and I have to  
12 have this to help me keep up.  
13 GRACIE FLOYD: Does anybody else have one?  
14 KEN WATERS: I got one at the Finance  
15 Committee meeting.  
16 TOMMY DUNN: She's got the same thing  
17 you've got, Ms. Wilson. Only one that got this is me  
18 and Mr. Waters.  
19 Now, getting back where we at. We're on the same  
20 page. Talking about everything but the airport  
21 terminal. That's separate.  
22 RITA DAVIS: Yes, sir.  
23 TOMMY DUNN: Okay. Go ahead.  
24 RITA DAVIS: Okay. I would want to  
25 point out that laying at your desk for the four  
26 members who aren't members of the Finance Committee,  
27 we are talking about the one that has the yellow  
28 highlight on it that was laying at your desk when you  
29 came in today. Not the one that was in your agenda  
30 packet. Basically the same thing, but there's just a  
31 few yellow highlighted items that was explained at the  
32 Finance Committee. Thank you.  
33 GRACIE FLOYD: Will you go over ---  
34 TOMMY DUNN: She's going over it. She's  
35 going to explain it.  
36 GRACIE FLOYD: Will you explain these  
37 things to us who were not at the Finance Committee?  
38 TOMMY DUNN: Yeah. That's what she's  
39 fixing to do. She's going to go over them.  
40 RITA DAVIS: Yes, ma'am. This one that  
41 was laying at your table.  
42 GRACIE FLOYD: You will explain those?  
43 RITA DAVIS: Yes, ma'am.  
44 GRACIE FLOYD: Okay. Good.  
45 RITA DAVIS: Most definitely. Let me  
46 just start by saying that the fiscal year ended June  
47 30, 2017 in the general fund. It was a very good  
48 year. And so, it finished the year about three point  
49 two million to the good. Basically that was because  
50 of salaries and associated fringe benefits. Keep in

1 mind, salaries and fringes are about sixty-five to  
2 seventy percent of our entire budget. Anyway. But  
3 due to vacancies we finished the year really good. So  
4 two point seven million of that the Administrator is  
5 recommending these items for supplemental budget  
6 appropriations that we need. The first item is  
7 building demolition. We originally budgeted fifty  
8 thousand, asking sixteen thousand be added to it so  
9 that Mr. Newton can finish up the neighborhood  
10 improvement program. This is costs that is not  
11 covered under the grant.

12 The next item is legal. We're asking a hundred  
13 and twenty-five thousand be added to that account for  
14 a total of two forty-seven two fifty. The next item  
15 is ---

16 TOMMY DUNN: Wait a minute Ms. Davis.  
17 Think Ms. Floyd's got a question.

18 GRACIE FLOYD: Yes, I do. I asked the  
19 same question yesterday. I know this is a  
20 supplementary ordinance and this is when you go back  
21 during half of the year and you put more money into  
22 different budget items here. But I'd like to know  
23 why, because we sat down and we did the budget.

24 RITA DAVIS: Yes, ma'am.

25 GRACIE FLOYD: And we did -- we had all of  
26 our stuff together and we made the budget and now  
27 we're coming back. Now when I asked the question  
28 yesterday I really forgot what I was told, but could  
29 you tell me why it went from a hundred and twenty-two  
30 thousand two hundred and fifty dollars to two hundred  
31 and forty-seven? Did we sue somebody or did somebody  
32 sue us?

33 RITA DAVIS: No. No, ma'am. That was  
34 basically me gambling that we were going to not have  
35 to spend as much in legal and we did. I started to  
36 ask Council to do two fifty, but we were trying to  
37 balance the budget and I was hoping that we could get  
38 by with about a hundred and twenty-five thousand. But  
39 unfortunately we need -- and we spend that about every  
40 year. But we were just gambling that hopefully we  
41 wouldn't have to this year. But unfortunately we're  
42 going to have to, it looks like.

43 GRACIE FLOYD: So you're saying that  
44 nothing really happened to increase those costs that  
45 much over the year?

46 RITA DAVIS: No, ma'am. Not really.  
47 It's just normal ordinary legal. And I'll know next  
48 year not to -- to make sure that we budget about two  
49 fifty.

50 GRACIE FLOYD: Was it about two fifty last

1 year?

2 RITA DAVIS: Yes, ma'am.

3 GRACIE FLOYD: Thank you.

4 RITA DAVIS: Yes, ma'am. And the  
5 building demolition is because we took that money out  
6 of that account first of the year to demolish those  
7 mobile homes in Homeland Park area because Steve  
8 Newton didn't think he'd need it. Now he realizes he  
9 does. And he originally asked for that.

10 The next item is part time salaries. Dr. Sanders  
11 says that she needs about ten thousand to get her  
12 through June 30. That's because she's not getting  
13 inmates and she needs to have the cages clean before  
14 she opens up to the public every morning.

15 The next item is medical supplies. She needs  
16 about sixty thousand in medical supplies. To her  
17 defense, she asked for two hundred and ten thousand at  
18 budget time, and again, we were just trying to balance  
19 the budget and cut her to the bare bone and this would  
20 get her up to about what she asked for. She's doing  
21 more surgeries than ever out there.

22 The next item is twenty-five thousand transferring  
23 it out to the grant fund; that's a grant match.

24 The next item is transferring out a million  
25 dollars to the airport. That's so that the runway  
26 rehabilitation -- Council previously voted to make it  
27 a hundred and fifty feet versus a hundred so that --  
28 that's what we have currently. We want to pave and  
29 rehab that. And in order to do that the FAA wouldn't  
30 cover that additional fifty feet so we need this one  
31 million dollars. Sir, that's the first six item.

32 GRACIE FLOYD: Excuse me. Excuse me. I  
33 know that most of the money, I think, for the airport  
34 was because of a grant.

35 RITA DAVIS: FAA and state money.

36 GRACIE FLOYD: Okay, whatever. But you  
37 said that this one million dollars is not a grant and  
38 this money's coming from ---

39 RITA DAVIS: The general fund. Yes,  
40 ma'am.

41 GRACIE FLOYD: And that's to keep the  
42 airport runway at a hundred and fifty feet instead of  
43 the one hundred that they want to cut it back.

44 RITA DAVIS: Correct. Yes, ma'am.  
45 Council has already voted on that bid, voted to do  
46 that and this will get the money there so that we can  
47 accomplish that in conjunction with the FAA and state  
48 aeronautics grant. Yes, ma'am. And so, we're  
49 skipping over the next item. And I just wanted to  
50 bring your attention, the rest of page 1 is just

1 governmental accounting in and out. There's nothing  
2 new down there. What I just described to you, those  
3 first six items, money coming out of the general fund.  
4 The remainder of page 1 is money going into those  
5 funds to accomplish the objectives that Council wants  
6 to do. That's all the supplemental.

7 TOMMY DUNN: Coming from the Finance  
8 Committee meeting it don't need a second. So now  
9 we'll have discussion and Ms. Floyd, you got the  
10 floor. And then Ms. Wilson.

11 GRACIE FLOYD: Thank you. Tell me about,  
12 anyway, about the transfer out capital project that  
13 went from six hundred and fifty thousand to two  
14 million one hundred and twenty-five. Tell me about  
15 that one.

16 RITA DAVIS: Well, that's the one we're  
17 skipping over right now, ma'am. On page 2, we're not  
18 talking about that at the current time. We're just  
19 talking about the first six items. You skip over the  
20 seventh item and all the rest of page 1 ---

21 GRACIE FLOYD: Got it.

22 RITA DAVIS: --- is what you'll be  
23 voting on.

24 GRACIE FLOYD: Got it. Okay. Good.

25 TOMMY DUNN: Ms. Wilson.

26 CINDY WILSON: Thank you, Mr. Chairman. I  
27 was the one who objected to considering that with the  
28 entire supplemental budget. I'm withdrawing my  
29 objection right now, because I've been assured by  
30 several Council members we will have money for funding  
31 for paving next year and that was my concern -- that  
32 if we didn't have money for paving, that would be  
33 quite bad. So my objection has been withdrawn. Thank  
34 you.

35 TOMMY DUNN: Any more discussion on  
36 items -- first items Ms. Davis talked about? All in  
37 favor of the motion show of hands. All opposed like  
38 sign. Show the motion carries unanimously.

39 Moving on, Ms. Davis, to the airport terminal.

40 RITA DAVIS: Yes, sir. That would be  
41 the seventh item that you see on your sheet under  
42 general fund appropriations. Asking Council to  
43 approve basically up to one point five million. You  
44 see on your sheet it's one million four seventy-five  
45 three hundred. And that would be matched two million  
46 that we have in grant funds coming from the federal  
47 and the state sources. So you have two million in  
48 grant funds, up to about one point five from the  
49 general fund for a total -- keep in mind, though, the  
50 bids don't come in until March 1st, so we're trying to



1 get our ducks in a row, if you will, so that we can be  
2 ready to do the terminal when the bids are received.

3 TOMMY DUNN: And keep in mind, fellow  
4 Council members, if we don't get this grant money from  
5 the state and federal money like we anticipate we  
6 won't be spending this money. Does that make sense?  
7 We'll have to come back and look at something else.

8 But again, coming from the Finance Committee  
9 doesn't need a second. So open the floor for  
10 discussion. Any more discussion or questions for Ms.  
11 Davis or Mr. Burns. All in favor of the motion show  
12 of hands. All opposed like sign. Show the motion  
13 carries unanimously. And keep in mind, this is the  
14 first reading. We have two more readings on these  
15 things. Thank you, Ms. Davis. Thank you, Mr.  
16 Chairman. Anything else?

17 KEN WATERS: That's all.

18 RITA DAVIS: Transfers, sir.

19 KEN WATERS: Transfers.

20 TOMMY DUNN: Transfers. There is  
21 something else. See, between both of y'all and you're  
22 letting me fail. You want to hit that?

23 RITA DAVIS: Yes, sir. Three quick  
24 transfers. Just eighteen dollars in the museum.  
25 Thirty thousand to professional services in the  
26 Sheriff's support services department for the housing  
27 and the feeding of the horses that were seized  
28 awaiting for the court case disposition. And lastly  
29 that four point -- four million eight hundred fifty-  
30 four thousand five hundred, that's just taking it from  
31 one object code to another. That's all that's doing.  
32 That's it, sir. Just three.

33 TOMMY DUNN: Coming from the Finance  
34 Committee it doesn't need a second. Open the floor up  
35 for discussion.

36 GRACIE FLOYD: Mr. Chair.

37 TOMMY DUNN: Ms. Floyd.

38 GRACIE FLOYD: Thank you. I had several  
39 questions about the transfers.

40 TOMMY DUNN: Yes, ma'am.

41 GRACIE FLOYD: Number 1, here's one that  
42 we had because something happened to the printers and  
43 they need to replace toners and cartridges for  
44 imaging. But -- and they transferred money from  
45 training to supplies. Ma'am?

46 TOMMY DUNN: That's in the  
47 Administrator's report. We can bring that up in just  
48 a little bit. That's not in -- these are the only  
49 transfers that we have, Ms. Floyd, from the Finance  
50 Committee, is those three right there. And that's

1 just a housekeeping thing about money. This was --  
2 the museum asked for that seventeen dollars and the  
3 Sheriff needs this thirty thousand.  
4 GRACIE FLOYD: I don't have that.  
5 TOMMY DUNN: It's on that sheet there  
6 you got. It just ain't broken down. Yes, ma'am.  
7 GRACIE FLOYD: Where? See, yours is  
8 written out where it says transfers. Mine's not like  
9 that.  
10 TOMMY DUNN: No, it's not. But it  
11 should be -- transfer in general fund. See that's  
12 that and that's that.  
13 GRACIE FLOYD: Yours is all broken down,  
14 mine is just one lump sum. But I will take this for  
15 now, but the next time, break mine down, too. Okay.  
16 Good. Thank you.  
17 TOMMY DUNN: Open the floor back up for  
18 discussion. Mr. Harmon, and I'm going to ask this. I  
19 think I know the answer, but I'm going to ask anyway.  
20 This -- is there anything at all the Council can do  
21 when these court cases come up and we have to house  
22 different animals and we're footed with the bill? I  
23 mean, you know, somebody -- and I ain't talking about  
24 just these horses. I mean we went through this on  
25 dogs, cats, puppy mills, like this. And you know,  
26 sometimes, the court does -- they're working  
27 themselves so hard it might be a year before they get  
28 to some of this stuff.  
29 LEON HARMON: The court does have  
30 backlogs. I'm not sure there's a whole lot we can do  
31 about that, but certainly -- and I have done this on  
32 some of these cases, I've worked with the clerk to see  
33 if they can work a little bit faster.  
34 TOMMY DUNN: I know you have and the  
35 clerk's been real good. Is there anything we can --  
36 and I know -- anything we can think about maybe trying  
37 to get some help from our friends down in Columbia  
38 about something another. I mean we ought to be able  
39 to get some restitution back for the taxpayers of  
40 Anderson County on some of this stuff. I mean if  
41 they're found guilty.  
42 LEON HARMON: Yes. But here again, we're  
43 trying to get restitution from those individuals who  
44 weren't taking care of the animals in the first place  
45 and a lot of time there's -- I mean we could ---  
46 TOMMY DUNN: I know what you're trying  
47 to say. Might not have nothing. You know how the old  
48 saying goes, you can't get blood out of a turnip. I  
49 told a man that one time and he said, yeah, but I'll  
50 get the turnip. So it's just something to think

1 about. I'm just saying this thing, some of this stuff  
2 is a little frustrating because we've been through  
3 this with these dog cases and dog cases and sometimes  
4 it's the same people you're dealing with. We do this  
5 on horses and it's expensive. And I want to take care  
6 of these animals, don't get me wrong, but I just think  
7 if these people were to have to pay up some it might  
8 make things a little bit different.

9 LEON HARMON: Well, what we try to do,  
10 Mr. Chairman, is actually get control of the animals  
11 as quickly as we can ---

12 TOMMY DUNN: And we should.

13 LEON HARMON: --- so that we can put them  
14 to auction or dispose of the animals in some other way  
15 by finding appropriate homes for the animals. I don't  
16 mean just to get rid of the animals.

17 TOMMY DUNN: A good home.

18 LEON HARMON: To get a good home for  
19 those animals. And so the quicker we can make that  
20 happen, of course, the less expense we will have in  
21 housing the animals until that occurs.

22 TOMMY DUNN: Thank you.

23 CINDY WILSON: Mr. Chairman, may I?

24 TOMMY DUNN: Yes, ma'am, Ms. Wilson.

25 CINDY WILSON: One of the issues is that  
26 when we seize the animals, and it goes to court and of  
27 course we have to hold them and expend the money to  
28 get them healthy and all, but if we can come up with  
29 some kind of dispersal ordinance on particularly the  
30 large animals where once they've gone through court  
31 they can be turned over to a rescue immediately, then  
32 the final outcome for those animals would be far  
33 better.

34 For example on the horses, it ended up we had  
35 three auctions scheduled for the first batch that came  
36 in and every time there was an appeal. There were  
37 different people in the community who had lined up  
38 people to take those animals that would have given  
39 them a good home. Well, you go six, eight months  
40 later and those people were no longer available or  
41 they had already found something else.

42 The other issue is prior to, I guess about the  
43 middle of 2016, we had a good arrangement where the  
44 Sheriff's animal control people would call a rescue  
45 down in Greenwood County that we helped to fund. And  
46 we also -- other organizations funded them. They  
47 would go pick up the animals, get them through triage  
48 and all. They were successful in getting those  
49 animals relinquished and not having to go through  
50 court.

1 But something changed in mid-2016, so now we're  
2 having to deal with it in this manner. And it's very  
3 costly and may not have the final outcome that's best  
4 for those animals. We need to look at an ordinance to  
5 turn them over to appropriate rescues. And I think we  
6 can work on that. And I've got a call into Chairman  
7 Edda Cammick over in Oconee County. She was telling  
8 different groups that they have a different procedure  
9 and maybe we can see what they're doing to help  
10 mitigate the expense and have better outcomes.

11 LEON HARMON: Yes, ma'am. Ms. Wilson,  
12 I'll be glad to look into that.

13 CINDY WILSON: Thank you.

14 TOMMY DUNN: Thank y'all.

15 Any more discussions on transfers? All in favor of  
16 the motion show of hands.

17 GRACIE FLOYD: I'm going to abstain.

18 TOMMY DUNN: All opposed and all  
19 abstentions. Show in favor, Mr. Water, Mr. Allen, Mr.  
20 Dunn, Mr. Graham, Mr. Wooten, Ms. Wilson; and Ms.  
21 Floyd abstains.

22 GRACIE FLOYD: Would you please state the  
23 reason why I'm abstaining? Or may I say it?

24 TOMMY DUNN: You can say it. You can  
25 speak for ---

26 GRACIE FLOYD: I'm going to abstain  
27 because I don't have the information where the  
28 transfers are coming from. All I have is a total. I  
29 don't have it listed if it's here, here, here. And I  
30 want to see that. Thank you.

31 TOMMY DUNN: Thank you, Ms. Floyd.

32 Moving on now to appointments. I don't have no  
33 list. Does anybody have any appointments? Anything  
34 come up?

35 Requests by council members. Mr. Waters.

36 KEN WATERS: I do. I have -- I'd like  
37 to appropriate two thousand dollars from the District  
38 6 rec fund to Wren Youth, and I bring that in the form  
39 of a motion.

40 TOMMY DUNN: Have a motion Mr. Waters,  
41 have a second? Second Ms. Wilson. Any discussion?  
42 All in favor of the motion show of hands. All opposed  
43 like sign. Show the motion carries unanimously.  
44 Anything else, Mr. Waters?

45 KEN WATERS: That's all I have. Thank  
46 you.

47 TOMMY DUNN: Mr. Allen.

48 TOM ALLEN: Yes. From my recreation  
49 funds I'd like to do take six hundred dollars out for  
50 the ACTC Student Radio situation and from my

1 recreation account. And I put that in the form of a  
2 motion.  
3 KEN WATERS: Second.  
4 TOMMY DUNN: We have a motion from Mr.  
5 Allen. Second by Ms. Wilson.  
6 TOM ALLEN: It's a Tech school out in  
7 Williamston. Yeah, I'm sorry.  
8 TOMMY DUNN: Any more discussion? All  
9 in favor of the motion show of hands. All opposed  
10 like sign. Show the motion carries unanimously.  
11 Anything else?  
12 TOM ALLEN: That's all I had.  
13 TOMMY DUNN: Ms. Floyd?  
14 GRACIE FLOYD: Three years ago I  
15 appropriated seventy thousand dollars to the city of  
16 Anderson for their paving. As of this date, the city  
17 has not used those funds yet, and I want to recall it  
18 to put it back in District 2's paving account. And I  
19 put that in the form of a motion.  
20 TOMMY DUNN: Ms. Floyd's got a motion,  
21 we have a second?  
22 TOM ALLEN: Second.  
23 TOMMY DUNN: Second Mr. Allen. Any  
24 discussion? All in favor of the motion show of hands.  
25 All opposed like sign. Show the motion carries  
26 unanimously. Ms. Floyd, anything else?  
27 GRACIE FLOYD: No, that's all I have.  
28 Thank you.  
29 TOMMY DUNN: Mr. Graham?  
30 RAY GRAHAM: I'd like to appropriate  
31 three hundred dollars to the ACTC Student Radio.  
32 TOMMY DUNN: We have a motion Mr.  
33 Graham. We have a second? Second Ms. Wilson. Any  
34 discussion? All in favor of the motion show of hands.  
35 All opposed like sign. Show the motion carries  
36 unanimously. Anything else, Mr. Graham?  
37 RAY GRAHAM: That'll be it.  
38 TOMMY DUNN: Mr. Wooten?  
39 CRAIG WOOTEN: I'll appropriate two  
40 hundred fifty dollars to the ACTC Student Radio from  
41 District 1 rec account.  
42 TOMMY DUNN: Have a second? Second Ms.  
43 Wilson. Any discussion? All in favor of the motion  
44 show of hands. All opposed like sign. Show the  
45 motion carries unanimously. Ms. Wilson?  
46 CINDY WILSON: District 7 would like to  
47 appropriate two hundred to the ACTC Student Radio  
48 trip.  
49 TOMMY DUNN: Ms. Wilson makes a motion,  
50 we have a second?

1 TOM ALLEN: Second.

2 TOMMY DUNN: Second Mr. Allen. Any  
3 discussion? All in favor of the motion show of hands.  
4 All opposed like sign. Show the motion carries  
5 unanimously.

6 I'd like to also appropriate two hundred and fifty  
7 dollars out of District 5's rec account to the ACTC  
8 Student Radio. Put that in the form of a motion.

9 CINDY WILSON: Second.

10 TOMMY DUNN: Second Ms. Wilson. Any  
11 discussion? All in favor of the motion show of hands.  
12 All opposed like sign. Show the motion carries  
13 unanimously.

14 Moving on to Item number 16, Administrator's  
15 Report.

16 RUSTY BURNS: Mr. Chairman, I have  
17 nothing, but I believe Ms. Floyd has a few questions.

18 GRACIE FLOYD: I do. May I ask?

19 TOMMY DUNN: Yes, ma'am.

20 GRACIE FLOYD: I'm concerned about the  
21 transfers. Usually I'm not, but have one or two in  
22 here that I think that we need to be cognizant of.  
23 And that was -- one of the ones is that it says in the  
24 reason for the transfer, it says due to the expiration  
25 date of the discount coupon, family illnesses and a  
26 death in the family there was not an opportunity to  
27 submit a transfer prior to purchase. I don't like  
28 that. I think that we need to stay away from that.  
29 In other words, we didn't have time to get this work  
30 done up because we had a family death and we had  
31 illnesses in the family. But every department has  
32 more than one person. And in each department it  
33 shouldn't be where one person stops the show. Or one  
34 person is relied upon to do everything.

35 This particular one was purchased before Council  
36 had a chance to vote on it. And I don't think that we  
37 should allow that to go on like that. If they waited  
38 too late for the expiration date on the coupons to  
39 expire or somebody got sick or a death, there should  
40 be somebody else in that office who can carry on while  
41 that person ... That was one of the ones.

42 And I had another one here. Some time ago we were  
43 talking about transfers and we came up with the fact  
44 that at the end of the year we talk about how much  
45 insurance we have to pay for each employer and how  
46 much it costs us and how it goes up every year. But  
47 yet at the end of the year during that time people  
48 were robbing the employment benefits and health  
49 insurance accounts and transferring it to the other  
50 place. And at that time we said we were going to stop

1 that. We were not going to do that, allow that to  
2 happen. If insurance is that high, and we know how  
3 important it is, whatever is left in there should stay  
4 in there to carry over to the next year. But ten  
5 thousand dollars was taken out of that fund to put  
6 somewhere else. I don't -- District 2 just doesn't  
7 approve of that.

8 That was the only two. The others were explained  
9 and they had pretty good explanations to them, except  
10 for the one where the office has three LexMark  
11 printers and it required toners, and cartridges for  
12 imaging. Well, I just felt like that should have been  
13 placed in the budget. The money for that should have  
14 been in the budget because you know you're going to  
15 have problems with your machine. You know you're  
16 going to need equipment or whatever you want to call  
17 it, supplies for your machine. So my thing was, why  
18 wasn't it put in the budget to begin with. They took  
19 it out of training. It seems that we need to keep  
20 what we can do in training so we can keep up with  
21 what's going on in this world.

22 And I thank you, Mr. Chairman.

23 TOMMY DUNN: Thank you, Ms. Floyd.

24 Moving on to Citizens Comments. Mr. Harmon calls  
25 your name, please restate your name and district. You  
26 got three minutes and address the Chair, please. Mr.  
27 Harmon.

28 LEON HARMON: Mr. Chairman, first speaker  
29 is Frank Pressly.

30 FRANK PRESSLY: Frank Pressly, District 2.  
31 Mr. Chairman, the switches that we were discussing, I  
32 looked at all the components of everything that's  
33 listed here and I see that they're pretty much  
34 standard on all of these with 48 ports.

35 TOMMY DUNN: I think Mr. Graham's  
36 already got an answer for that. Already got an  
37 answer.

38 FRANK PRESSLY: All right. So I don't  
39 think it's an apples to apples comparison.

40 TOMMY DUNN: Don't think so, but like I  
41 said, Mr. Graham will be addressing that.

42 FRANK PRESSLY: Okay. The other thing I  
43 was little disappointed is the report that we got back  
44 on the QRV proposal. There's -- we didn't get a lot  
45 of meat in that discussion. I looked in the packet  
46 and there was only an agenda sheet in there. There  
47 wasn't really much else said. I'm assuming this is  
48 the QRV proposal and the update on the National  
49 Institute of Corrections study has to do with the  
50 jail. And I'm hoping that that's not the avenue that

1 we take. There's a lot of public interest in the  
2 issue about the jail. So I hope that we don't take  
3 secrecy or not completely reporting to the public  
4 what's going on as the avenue of choice. There are a  
5 lot of people interested in what happens with that  
6 jail. So if we could keep the information flowing and  
7 keep the public advised as to what's going on, I think  
8 it would be to all of our benefit.

9 TOMMY DUNN: All the meetings will be  
10 public and will be announced. Sure will. Next.

11 LEON HARMON: Mr. Chairman, next speaker  
12 is Elizabeth Fant.

13 ELIZABETH FANT: Some housekeeping things,  
14 and I didn't know Ms. Floyd and I were going to talk  
15 about the same thing. But if you'll look at in under  
16 number 16 area, you get to the one on Veterans Report.  
17 I had to fill it in. There was no title there. So  
18 this is a semi-annual report of report, but nothing up  
19 there at the heading. Supposed to be the Veterans. I  
20 don't know whose oversight that is. This is the kind  
21 of thing. You can't put this in public record if you  
22 don't know who it is that's doing it.

23 Here's another one. Budget transfer for juror  
24 fees to books and publications, ?? division. Budget  
25 transfer on PAWS, public works, supplies, chemicals,  
26 supplies, cleaning, went to supplies medical which is  
27 okay. But we also just gave them money on the front  
28 end when we were doing the supplemental budget. So we  
29 just need to be careful with that.

30 We have a problem in Anderson County. It's a big  
31 problem. Drugs. Twice in the last two weeks I've  
32 heard Jay West speak on the opioid crisis and what the  
33 legislature is doing on it. It's not only the opioid  
34 crisis, it's crack, it's heroin, it's pink, it's drunk  
35 drivers, it's people who are smoking marijuana. We  
36 have a big drug problem. When you talk about the  
37 landfill, any kind of landfill, you need to realize  
38 that everything that we consume that we can't consume  
39 is going there. And everything that you do consume in  
40 your body is going through your body and it is going  
41 into your toilet, your sewer and eventually water  
42 treatment. We're killing ourselves. The landfill up  
43 in Slabtown, I understand was a done deal. No pun  
44 intended. It was done while there were hearings and  
45 zoning requests and all of that. People went to  
46 Columbia to protest it. Somebody got money under the  
47 table for that deal. One of the people who went to  
48 that hearing -- one of those hearings in Columbia has  
49 confided in me that they actually met the attorneys  
50 from the Mafia. They introduced themselves as



1 attorneys for the Mafia. So don't say that the Mafia  
2 is not involved in landfills and waste management,  
3 because they are. The landfill up at Slabtown has no  
4 liner.

5 LEON HARMON: Time, Mr. Chairman.

6 TOMMY DUNN: Thank you, Mr. Harmon.

7 LEON HARMON: No one else is signed up.

8 TOMMY DUNN: Thank you, Mr. Harmon.

9 Moving on is Remarks from Council members. Ms.  
10 Wilson.

11 CINDY WILSON: Thank you, Mr. Chairman. A  
12 quick comment on the C&D Landfill up at Slabtown.  
13 That was the done deal before this Council came on.  
14 It's a disgrace that it happened in that manner, but  
15 it predated this group.

16 I am going to request that for our next Council  
17 meeting in consideration of coming up with funding for  
18 paving, that we have a report of budget to actual  
19 revenues and expenditures for mid-fiscal year 2017-  
20 2018 budget year if we could do that at the next  
21 Council meeting so we have some idea of where we are.  
22 And that will give us a good lead-in for budget  
23 consideration. But I greatly appreciate everybody  
24 working so hard. We covered a lot of territory and  
25 it's nice to have help. Thank y'all.

26 TOMMY DUNN: Thank you. Mr. Wooten.

27 CRAIG WOOTEN: Yes, two things. I was in  
28 a couple of committee meetings and it seems to be a  
29 recurring theme that, you know, staff will propose  
30 some things and I'll say, well, do you need Council  
31 approval? And they say, no, no, we just want your  
32 blessing. And I'm like, well, if you think it's a  
33 good idea, then we should be empowering staff to make  
34 those decisions and to move forward on it. If it's in  
35 their budget and they're the experts of their  
36 particular realm, and I feel like we're in a economic  
37 upswing and it won't last forever. Sometimes we've  
38 had to micro-manage in economic downswings to make  
39 sure that budgets were correct. But we -- if prices  
40 of houses are going up and economic development is  
41 going up, this is the time for us to empower staff to  
42 move forward and right some of the wrongs that we  
43 haven't been able to right in the past. And so going  
44 into this budget season, that's not an indictment  
45 against them, that's an indictment against us.  
46 That's, you know, that's not to hold anybody  
47 unaccountable. But to allow them to do their jobs and  
48 to move forward and if they see problems, fix it. And  
49 if they need resources, tell us and let's get them  
50 resources. So you know, things like the landfill,

1 don't linger for twenty years. And we can move  
2 forward.

3 And the second thing I just wanted to announce  
4 that my wife and I are expecting our fourth child and  
5 so ---

6 TOMMY DUNN: Congratulations.

7 CRAIG WOOTEN: Thank you. -- and so I  
8 joked earlier my fragile retirement plan has now been  
9 demolished. And maybe in next year's budget we can  
10 talk about child care at meetings. That's it.

11 TOMMY DUNN: Thank you, Mr. Wooten and  
12 congratulations.

13 CRAIG WOOTEN: Thank you.

14 TOMMY DUNN: Mr. Graham.

15 RAY GRAHAM: Thank you, Mr. Chairman.  
16 Just a couple of things. Again, Mr. Pressly, thank  
17 you for taking the time to do the research on that. A  
18 couple of the pricings around the area that you have,  
19 is actually reconditioned switches. So I definitely  
20 would like to get that information from you to  
21 determine if it is truly an apple to apple. One thing  
22 about the ones that we are pricing with the company --  
23 and in defense for the Sheriff's department this is on  
24 state contract so technically speaking, they should be  
25 a better price. But in the same respect we should do  
26 our diligence to ensure we're getting the best price  
27 for it. But as far as this particular switch and this  
28 estimate here that I can speak for, this switch here  
29 provides support along with the purchase of this so  
30 that's probably part of the difference. Is it  
31 feasible to be that much of a difference? I don't  
32 know. Again, we need to look and make sure the  
33 fifteen hundred dollar price range that you're looking  
34 at, is it a new switch or is it reconditioned?  
35 Because now the ones we've looked at for this price is  
36 reconditioned. And actually that wouldn't be apple to  
37 apple. But I mean, if we can get a new switch for  
38 that price, we might can add some support service with  
39 it and still be way under the price that we've got.  
40 So we definitely would like to get that information  
41 from you on that. I'll be glad to meet with you after  
42 the meeting to get that, if that's possible.

43 As far as one other thing that I've got. One of  
44 the comments, and I hear this so often when we're  
45 talking about the National Institute of Corrections,  
46 that we're here to build a jail. We're actually not.  
47 That is not -- and again, if you look on the agenda,  
48 it plainly states Update on National Institute of  
49 Corrections study. The study is not to determine when  
50 and where we're going to build a jail. The study is

1 to determine how can we make that system more  
2 efficient. And that's the very reason they have went  
3 through a process of putting people on committees and  
4 getting this together. It's still early stage. But I  
5 mean the purpose of it is to truly look into how can  
6 we get the justice system to work better for the  
7 citizens, for the people that -- for the inmates that  
8 comes in. Are there ways that we can offer them  
9 treatment, whether it's drug rehab, whether it's some  
10 type of education. I mean the key there is to  
11 basically cut off the problem. And we've got to give  
12 these people an opportunity to come out and be a true  
13 resource to the county, to their families, to the  
14 areas they're living in. That's what the study is  
15 for. The study is not to build a jail. And I kind of  
16 get touchy every time I hear that, because that's not  
17 what I'm after. And I truly believe -- I know Chief  
18 Mitchell, Friday was his last day, but I know his  
19 direction was not for that. And I know the Sheriff's  
20 direction is not to build a jail. In the past, yes,  
21 that was the direction they wanted to go. But that's  
22 not the Administration. We want to know what our true  
23 need is for Anderson County and how can we help every  
24 citizen in Anderson County. And that includes the  
25 incarcerated ones. Some of them that I actually  
26 locked up over the years. But I mean we want to  
27 change that pattern and get them where they have an  
28 opportunity of coming back out into the community and  
29 stepping up their game and being a resource to their  
30 family to help raise them and in doing so, that's what  
31 the study's for. It's not to build a jail. So I just  
32 wanted to clarify that.

33 And if you've ever got any questions as far as how  
34 we're putting the public safety meeting together,  
35 please by all means, ask them, I'll be glad to explain  
36 anything I can to you. I definitely appreciate your  
37 input and thank you for coming.

38 TOMMY DUNN: Thank you, Mr. Graham. Ms.  
39 Floyd.

40 GRACIE FLOYD: Thank you. I have two,  
41 maybe three things. We're having the Taste of Soul  
42 again this year on the 23rd of February. I have some  
43 fliers for you. Last year we were -- we had Mr. Allen  
44 came by and had a very, very good time. Excuse me.  
45 And Liz Fant was there. We had a very, very good  
46 time. Would like for you to come by. What it is is a  
47 fund raiser event for our community in District 2.  
48 And they have the best cooks in the world down there.  
49 And they get together and they make what's called soul  
50 food. Now, you can call it what you want. But it's

1 the same food that you ate when you were little. And  
2 I have somebody yet to tell me that they don't know  
3 what I'm talking about. It was collard greens and  
4 corn bread and this and that. Pigs feet, and I love  
5 them. They had all of that down there. And we would  
6 like for you, Mr. Newspaper man, I want you to come,  
7 too, this year. But it's really a lot of fun. If  
8 you've never tasted mustard greens before, this will  
9 be a good time to do so. The tickets are twenty-five  
10 dollars a piece, but it's worth every bit of the food.  
11 Okay. In fact, the first year we had so much of it  
12 left, we had a huge crowd, but they were able to take  
13 food home. Did you take any last year? Did you get  
14 to take some food home last year? It's really good.  
15 Give us a try. Don't be a snob. Come on by and let's  
16 hob-knob. Okay.

17 Another thing, I was reading the Greenville News,  
18 yesterday's paper, and they had an article in there --  
19 don't know if Anderson Independent had it or not --  
20 but the article said Help Feed South Carolina Kids  
21 during the Summer. Did you hear about this one?  
22 Okay. This is a summer food program that is offered  
23 in camps, schools, in parks and da-da-da, where the  
24 children will come to the place and get a hot meal, I  
25 think a lunch meal during the middle of the day. And  
26 sometimes these are the same kids that get the free  
27 lunch thing. They are looking for people to sponsor  
28 it. They've got the money to pay for it, but they're  
29 looking for places and people to volunteer. And they  
30 have -- they're going to train you how to do it.

31 When my kids were growing up, they worked during  
32 the summer in the parks helping with this program.  
33 That was their little job. When they were thirteen  
34 years old, they would go down to the park and they  
35 would help serve the food, meet the food truck, get it  
36 all organized. But if you have a company or a club or  
37 something and you're looking for something to do,  
38 please, maybe even your church would be interested in  
39 something like this. It was in the Metro column of  
40 the Greenville online news.

41 Okay. And going back about this jail thing, I  
42 didn't know what the study was for, but I do know that  
43 I have been hearing for the past 18 years that I've  
44 been sitting up here that we do have a problem with  
45 our correctional institute and that we would have to  
46 do something about the crowdedness of the jail. I'm  
47 not talking about no committee now. That we would  
48 have to do something about the crowdedness of the  
49 jail. That if we don't get to build a new one then  
50 they're going to come down here and build it for us

1 and that's a fact, Jack.

2 And I thank you for listening. And I'm through,  
3 and I thank you, Mr. Chairman.

4 TOMMY DUNN: Mr. Allen.

5 TOM ALLEN: Yes. Thank you, Mr. Chair.

6 I'd like to, first of all, congratulate the economic  
7 development folks here in the county. I know a  
8 bulletin came out this week from the Chamber, or I  
9 mean the state Department of Commerce about Anderson  
10 County being number 1 in the state last year for  
11 economic development. And since 2009 we've brought in  
12 approximately three point three billion dollars in new  
13 industry or expanded industry in the county. So that  
14 speaks very highly for Mr. Nelson and the Economic  
15 Development crew that's worked so hard to do that and  
16 I wanted to thank them for that.

17 Second thing is just to make note that at this  
18 time I do not plan on running for Council the next  
19 time. So I wanted to make that announcement tonight  
20 so that anybody else that wants to throw their hat in  
21 the ring will have a chance to do that. Several  
22 reasons for it. I've enjoyed working on Council, I  
23 really have. But I've always kind of been a proponent  
24 of term limits. If somebody wants to stay for a long  
25 time, and they're in a good position, doing a great  
26 job, I have no problem with that. But I still kind of  
27 lean towards term limits. I would note, too, that my  
28 wife's going to be retiring this spring. And we'd  
29 kind of like to have a little bit of time to travel  
30 some before we get too old to be able to travel. And  
31 finally, if I look at this one way, I've spent half of  
32 my life in public service of one kind or another. I  
33 spend over 22 years in the military serving the  
34 country, 4 years on the Anderson County Board of  
35 Education, it will be 10 years on the Anderson County  
36 Council. That comes out to 36 years. So, that's half  
37 of my lifetime spent in public service, if you will.  
38 So in the past 30 years, my wife and I have had 2  
39 vacations in 30 years. So we thought it'd be kind of  
40 nice to take a break and get to do some other things.  
41 I still want to stay involved with Anderson County and  
42 I'm not going to go hide under a rock somewhere. But  
43 I will give somebody else the chance to toss their hat  
44 in the ring and a chance to excel and do something  
45 great on the Council. So I just wanted to make note  
46 of that tonight. And I thank you and all the Council  
47 members. Thank you.

48 TOMMY DUNN: Thank you, Mr. Allen. It's  
49 been a pleasure. Mr. Waters.

50 KEN WATERS: Mr. Wooten, if you're going

1 to need a babysitter, Mr. Allen's going to have some  
2 spare time. That's bitter sweet news, I'll tell you.  
3 Mr. Allen has been -- made some key votes in his reign  
4 as a County Council person for District 4. He's been  
5 a good friend. You know that's one of the things that  
6 I've always said. We're friends up here and so after  
7 this is over with, you know, I'll still be looking for  
8 some of his guidance because he's a very intelligent  
9 man. And you know, going to be missed greatly. This  
10 is -- I tried to talk him out of it a couple of times,  
11 but I understand, you know, why he's doing it. And  
12 there comes a time when everybody will make the  
13 decision like that. Anderson County, just looking at  
14 the supplemental budget and all that, it's kind of  
15 like standing in a forest and you turn around and you  
16 can touch a tree. You start looking at all the good  
17 things that's happened and he's been one of the key  
18 votes in the majority of the good things. The  
19 economic development. When I first came on Council,  
20 he was here and we were excited to see a ten dollar an  
21 hour job. And you know, just going back and looking  
22 at all that and his guidance, his experience, it's  
23 going to be greatly missed. And I can't say how many  
24 good things he's done just because there's so many.  
25 You just start touching the trees. And I wouldn't  
26 mind being one of his dogs because he treats his dogs  
27 great, you know. But you know, he's going to be  
28 greatly missed and there's a lot of good things that  
29 he's done and so I appreciate his friendship. Thank  
30 you, Mr. Chairman.

31 TOMMY DUNN: Thank you. Wrap things up,  
32 I just want to say -- all I'm going to say about Mr.  
33 Allen's thing, I'm not going to say a whole lot about  
34 that and boo-hoo because if you heard Mr. Allen, he  
35 said his plan thing. You know to make God smile  
36 sometimes we talk about we got plans. Well, He knows  
37 that and our plans can change. So let's keep that in  
38 mind and there's still hope there.

39 Number 2, I want to welcome and appreciate Captain  
40 Vaughn, runs our jail for us in Anderson County has  
41 done an outstanding job, appreciate him being here  
42 tonight in the Council meeting. Want to appreciate  
43 Ms. Casey Collins. I know she does an outstanding  
44 job. Ms. Collins, hear a lot about what all you do  
45 and I want you to know this Council -- you don't go  
46 unnoticed, it don't go unnoticed. I just want to say  
47 that in public record, we really appreciate the job  
48 you're doing and helping them out over there and  
49 keeping them straight. If there's any way we can help  
50 y'all, you let us know, okay. We really do appreciate

1 the job you're doing. Number of good things about  
2 you.

3 Want to appreciate, as Mr. Allen said, economic  
4 development in Anderson County. You know some people  
5 try to dirty something up whatnot. Want to tell you  
6 something. The way to give everybody, to help  
7 anybody, and give them a leg up, is a good job. And I  
8 hope that's one thing we've tried to do and get that  
9 and train people to be able to do it. And we got some  
10 things coming down the path very shortly about trying  
11 to help people get started and get them job training.  
12 It's great, but that's the way you help somebody, give  
13 them, help them get a good job. And I appreciate each  
14 and everyone of y'all. Meeting adjourned.

15

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

17

**PROJECTION OF GENERAL FUND NET INCOME - FY 18**

	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>	<b>% of Budget</b>
<b>REVENUES</b>				
Taxes	48,090,000	48,421,035	331,035	100.69%
County	5,741,005	6,160,462	419,457	107.31%
Intergovernmental	10,275,500	10,634,838	359,338	103.50%
Interest	110,000	206,736	96,736	187.94%
Other	1,660,500	1,661,494	994	100.06%
<b>Total</b>	<b>65,877,005</b>	<b>67,084,566</b>	<b>1,207,561</b>	<b>101.83%</b>
<b>EXPENDITURES</b>				
Personnel	50,386,618	49,157,303	(1,229,316)	97.56%
Operating	13,675,707	10,564,637	(3,111,070)	77.25%
Contractural	4,235,227	3,657,705	(577,522)	86.36%
Capital	1,200	4,509	3,309	375.73%
Contingency	18,648	8,626	(10,022)	46.26%
Special Appropriations	2,220,290	2,220,290	-	100.00%
<b>Total</b>	<b>70,537,690</b>	<b>65,613,069</b>	<b>(4,924,621)</b>	<b>93.02%</b>
 Excess of Revenues over Expenditures	 (4,660,685)	 1,471,497	 6,132,182	
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In	895,250	245,000	(650,250)	27.37%
Transfers Out	(1,681,310)	(1,171,310)	510,000	69.67%
<b>Total</b>	<b>(786,060)</b>	<b>(926,310)</b>	<b>(140,250)</b>	<b>117.84%</b>
 Net Income for Fiscal Year	 (5,446,745)	 545,187	 5,991,932	
 Supplemental Budget	 (2,700,000)	 (2,700,000)		
 Final Net Loss	 (8,146,745)	 (2,154,813)		
Fund Balance, July 1		26,467,870		
Fund Balance, June 30		<u>24,313,057</u>		



**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**

<b><u>Account Number/Description</u></b>	<b><u>Originally Adopted</u></b>	<b><u>Amendment</u></b>	<b><u>Final Adopted</u></b>
001-5013-000-323 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**

001-3700-000-101-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	\$5,068,915	\$1,761,920	\$6,830,835
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	\$1,105,225	\$6,207,250
142-4200-400-250 State Grant	\$283,450	\$90,170	\$373,620

**CAPITAL PROJECTS FUNDS APPROPRIATIONS**

360-5231-000-401 CIP	\$3,610,000	\$1,475,320	\$5,085,320
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**CAPITAL PROJECTS FUNDS REVENUES**

360-6400-100-001-Transfer In General Fund	\$650,000	\$1,475,320	\$2,125,320
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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: February 6, 2018

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

Public Hearing: February 8, 2018

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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: \_\_\_\_\_

## **RESOLUTION NO: 2018-015**

### **A RESOLUTION AUTHORIZING ANDERSON COUNTY TO SERVE AS APPLICANT AND ADMINISTRATOR, ON BEHALF OF TRI-COUNTY TECHNICAL COLLEGE (TCTC), TO THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (SCDHEC) FOR A RECYCLED TIRE AND PLASTIC RESEARCH EDUCATION AND DEVELOPMENT SERVICE (RTP-READS) GRANT, AND OTHER MATTERS RELATED THERETO**

Whereas, Anderson County and Tri-County Technical College have a history of partnership on projects undertaken for the benefit of the county and the region; and

Whereas, Anderson County has in the past provided grant applicant and administration services for TCTC for such projects, including the development of the QuickJobs Center on Michelin Boulevard; and

Whereas, TCTC has asked Anderson County to apply, on TCTC's behalf, for an RTP-READS grant offered through SCDHEC, to be used for the development and promotion of scrap tire and plastic applications and recycling technology;

NOW, THEREFORE BE IT RESOLVED by the Anderson County Council that:

- 1) The Anderson County Administrator is authorized to submit the described grant application;
- 2) The Administrator and the County Attorney are authorized to negotiate and develop with TCTC a Memorandum of Understanding (MOU) that will outline each parties roles and responsibilities related to the grant-funded project;
- 3) Anderson County Council must authorize formal acceptance of the grant as well as the MOU and any other related agreements prior to the grant's execution;
- 4) Nothing in this resolution shall be construed as approval or commitment by Anderson County Council to provide matching funds or any other sort of funding related to the project.
- 5) All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
- 6) Should any part or portion of this resolution be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such finding shall not affect the remainder of hereof, all of which is hereby deemed separable.
- 7) This resolution shall take effect and be in force immediately upon enactment.

Resolved in meeting duly assembled this 20<sup>th</sup> day of February, 2018.

**ATTEST:**

**FOR ANDERSON COUNTY**

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
County Attorney

## **RESOLUTION No. 2018-016**

**A RESOLUTION APPROVING THE ANDERSON COUNTY AND OCONEE COUNTY HAZARD MITIGATION PLAN DEVELOPED TO ASSIST COUNTIES IN THE UPSTATE IN REDUCING THE HUMAN AND ECONOMIC COSTS OF NATURAL DISASTERS AND SERVES ANDERSON AND OCONEE COUNTIES HAS BEEN UPDATED. THE PLAN WAS UPDATED FOR EACH COUNTY IN ACCORDANCE WITH THE REQUIREMENTS OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SECTION 322 OF THE DISASTER MITIGATION ACT OF 2000; AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, Anderson County, South Carolina (the “County”) is a body politic and a political and corporate subdivision of the State of South Carolina; and

**WHEREAS**, local governments may enter into agreements to share in administration of powers and the costs associated therewith pursuant to S.C. Const. Art. VIII, §13 and S.C. Code Ann. §6-24-40 (1976, as amended); and

**WHEREAS**, the health and safety of all County citizens are threatened by potential natural disasters, which are caused by tornadoes/high winds, winter storms, hurricanes, hail storms/thunderstorms, drought/heat wave, earthquakes, wildfires, floods and other natural disasters; In accordance with the Federal Emergency Management Agency (“FEMA”) section 322 of the Disaster Mitigation Act of 2000, the Anderson County and Oconee County Hazard Mitigation Plan (the “Plan”) provides for mitigation strategies for natural hazards including, but not limited to, the following: tornadoes/high winds, winter storms, hurricanes, hail storms/thunderstorms, drought/heat wave, earthquakes, wildfires, and floods; and

**WHEREAS**, Anderson County Council desires to express its intentions to set forth strategies to mitigate and reduce human and economic costs of natural disasters in Anderson County pursuant to FEMA Section 322 of the Disaster Mitigation Act of 2000 by adopting the Plan.

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

1. The County hereby adopts the Plan and authorizes the County Administrator or his designee to execute the Plan on behalf of the County.
2. All funding necessary to implement the Plan shall come from: (a) state and/or federal grant funds where no matching funds are required from the County or (b) funding specifically approved by subsequent action of Anderson County Council.
3. That from time to time this Plan may be revised and that such revisions shall require approval by Anderson County Council.
4. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
5. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
6. This resolution shall take effect and be in force immediately upon enactment.

**RESOLVED**, in meeting duly assembled this 20th day of February 2018.

**ATTEST:**

**FOR ANDERSON COUNTY**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman  
Anderson County Council

---

Lacey A. Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
County Attorney



## FINANCE COMMITTEE AGENDA

### Committee Members:

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

**Friday, February 16, 2018 - 12:00 p.m.**

**Historic Courthouse  
Administrator's Conference Room - Second Floor**

**Chairman Tommy Dunn, Presiding**

- |  |                           |
|--|---------------------------|
| 1. Call to Order   | Chairman Dunn             |
| 2. Invocation and Pledge of Allegiance                               | Honorable M. Cindy Wilson |
| 3. Capital   |                           |
| a. Airport Aircraft Rescue and Fire Fighting (ARFF) Truck            | Mr. Steve Newton          |
| b. Town of Pelzer Vehicle Request                                    | Mr. Joseph Stone          |
| 4. Grants  |                           |
| a. FY 2017 State Homeland Security Grant                             | Lt. Rob Gebing            |
| b. Tri-County Technical College Waste Tire Research Grant            | Mr. Steve Newton          |
| 5. Mid-Year Financial Update   | Ms. Rita Davis            |
| 6. Transfer  | Ms. Rita Davis            |
| 7. Executive Session-Contractual Matters regarding Building Purchase | Mr. Rusty Burns           |

**Tommy Dunn**  
Chairman, District 5

**Craig Woolen**  
Council District 1

**Tom Allen**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Ken Waters**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



## FINANCE COMMITTEE AGENDA

### Committee Members:

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

## SUMMARY OF FC AGENDA ITEMS

### ANDERSON COUNTY FINANCE COMMITTEE MEETING

February 16, 2018 12:00 p.m.

Historic Courthouse – Administrator's Conference Room - Second Floor  
Chairman Dunn – Presiding

### 3. Capital

#### 3a. Airport Aircraft Rescue and Fire Fighting (ARFF) Truck

- Requesting permission to purchase an Airport Aircraft Rescue and Fire Fighting Truck (ARFF). This is due to the fact that out of the last four inspections by the FAA, we were in jeopardy of not passing three of these.
- Approximate cost is \$350,000.
- The FAA will cover 90% (\$315,000), the state 5% (\$17,500), and the County match would be 5% (\$17,500).
- Previously the FAA would not cover these vehicles. However, the Airport Manager, Justin Julian kept discussing this with him & he finally got permission for it to be covered.
- The General Fund would need to loan the Airport Fund the funds until the summer of 2019 when we would be reimbursed by the FAA & State Aeronautics.
- The vehicle previously purchased for this would go to Building and Grounds who have a need for it.
- If we don't purchase this vehicle, we would have to buy a new ARFF skid apparatus for \$35,000. We can get a whole new truck that is designed for fighting aircraft fires. It could also put out grass & structure fires if needed.

#### 3b. Town of Pelzer Vehicle Request

- The Town of Pelzer has asked Sheriff McBride for an administrative vehicle to be used by their mayor and town representatives on municipal business.
- Mr. Stone has identified a 2004 Dodge Intrepid that has 167,912 miles on it that he is recommending be transferred to the Town of Pelzer.

#### 4a. FY 2017 State Homeland Security Grant

- The Bomb Team is requesting to purchase the following items under the State Homeland Security Grant:
  1. 1 portable x-ray generator for \$5,000 to enhance the capability of the NeXray system they have.

Tommy Dunn  
Chairman, District 5

Craig Woolen  
Council District 1

Tom Allen  
Council District 4

Cindy Wilson  
Council District 7

Ray Graham  
V. Chairman, District 3

Gracie Floyd  
Council District 2

Ken Waters  
Council District 6

Lacey Croegaert  
Clerk to Council

ANDERSON COUNTY  
SOUTH CAROLINA

Rusty Burns | County Administrator  
rburns@andersoncountysc.org





2. 2 tactical/fragmentation style vests for \$10,000 (\$5,000 each). These are required by the National Bomb Squad Commanders Advisory Board. This is a new requirement.
3. 1 lightweight EOD search suit for \$14,000. This is a tactical search suit used to respond to WMD events and support SWAT response in actual or suspected WMD situations. This is a replacement suit for an item that is over 18 years old.
4. \$3,000 for 4 night vision helmet mounts and \$5,000 for exercise support for the annual regional exercise.
5. No County match.

#### **4b. Tri-County Technical College Waste Tire Research Grant**

- Tri-County Technical College has requested that Anderson County serve as applicant and administrator for a DHEC recycled tire and plastic research education grant and development service.
- The program will advance scrap tire and plastic technologies through education and technology transfer.
- A memorandum of understanding will be developed that will outline each parties roles and responsibilities related to the grant-funded project.
- Anderson County will not be providing any funding under this grant. Only assistance in grant application and administration.

#### **5. Mid-Year Financial Update**

- The original FY 18 projected a usage of General Fund balance of \$5,446,745. The supplemental budget ordinance that has been proposed is projected to use an additional \$2,711,320 of General Fund balance for a total of \$8,158,065.
- However, the projection currently reflects that we will use less than half of that amount or approximately \$2.2 million.

#### **6. Transfer**

- PAWS requesting permission to transfer \$3,500 to uniforms - \$1,500 from telephone and \$2,000 from water & sewer.

#### **7. Executive Session – Contractual Matters regarding Building Purchase**

**Tommy Dunn**  
Chairman, District 5

**Craig Woolen**  
Council District 1

**Tom Allen**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

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Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org

**Reasons to have a purpose built ARFF fire truck vs. getting a new skid unit:**

1. With a Purpose Built fire truck you get multiple agents on the truck and more capacity of the agents as well as more use out of the truck for different types of emergencies.
2. You get 500 lbs of dry chemical agent, 300 gallons of water and 40 gallons of foam in one truck.
3. The skid unit also has less quantity of water on the truck so you would have 300 gallons of water mixed with 40 gallons of foam versus just 125 gallons of foam on the truck so you have more extinguishing agent options.
4. The purpose built fire truck is pump driven which allows the truck to flow more agent out and quicker than being pressurized by a nitrogen cylinder on the skid unit.
5. Also you have different types of ways to extinguish the fire. You have a front bumper turret. With the front bumper turret you can control it from the inside of the cab of the truck without getting out which allows to get agent on the fire quicker, further, and whole lot safer for the first responder responding in the ARFF vehicle. You also have 2 types of hoses you can deploy off the apparatus to extinguish the fire. You have a slot to put 200 feet of 1.5 inch pre connect fire hose with a task force nozzle to be able to deploy to fight structural fires as well as vehicle or aircraft fires if it came down to having to deploy the hand line.
6. You also have 150' of bundled pre connect dual agent hose in the rear compartment of the truck that can be deployed for fighting also air craft fires as well as field fires and mulch fires that are on the field which we have had 2 incidents within a years' time of each other so we would be able to take care of or at least get a start on whatever type of emergency we have on the field until more agencies arrive on sight to help out with the emergency.
7. You also have compartments all around the truck to store extra foam buckets, fire hand tools and hose appliances, spare SCBA's for other responders to have on sight to be able fight fires or whatever the case may be to have an SCBA. We would be purchasing a 4 door chassis f-550 which we would also be able to store more SCBA's as well as be able to load up more manpower in the truck to have on the sight in time of an emergency.
8. The truck also comes with scene lighting to light up the scene of the emergency at night for visibility and runs off a generator that comes with the truck. The truck would also be able to cover the street of the airport as well as the businesses on airport road to assist with Center Rock Fire Department.
9. All of these reasons are to be able to maintain the safety of the pilots and customers of the Anderson Regional Airport that fly in here day to day. We would be very fortunate to have and own a purpose built fire truck for multiple purposes for the airport and would be able to last us for a very long time throughout the years for the Anderson Airport.

**Rita Davis**

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**From:** Rusty Burns  
**Sent:** Thursday, February 08, 2018 9:04 AM  
**To:** Rita Davis  
**Subject:** FW: Airport ARFF Vehicle  
**Attachments:** Reasons to have a purpose built ARFF fire truck vs.docx



**ANDERSON COUNTY**  
SOUTH CAROLINA

**Phyllis White**

Executive Assistant to the Administrator

O: 864.716.3617  
C: 864.642.5541  
F: 864.260.4548  
pwhite@andersoncountysc.org

Historic Courthouse  
101 South Main Street  
Anderson, SC 29624

PO Box 8002  
Anderson, SC 29622

**From:** A. Justin Julian  
**Sent:** Monday, February 05, 2018 10:31 AM  
**To:** Steve Newton <snewton@andersoncountysc.org>; Rusty Burns <rburns@andersoncountysc.org>  
**Subject:** Airport ARFF Vehicle

Gentlemen,

I hope you've had a wonderful weekend. Concerning our Airport Aircraft Rescue and Fire Fighting (ARFF) Truck, I would like to know the direction you wish to proceed. As you are well aware, our current ARFF Truck is in a rough state. The ARFF truck has put our FAA Part 139 Inspection in jeopardy 3 out of 4 most recent inspections. These issues have ranged from the truck not starting the day before our inspection to our FAA required dry chemical agent failing to deploy during our 2016 and 2017 FAA Part 139 Inspections. In the past, it seemed the FAA *would not* fund an ARFF vehicle so I took measures to mitigate the risks to the best of our abilities. The first step was to replace the current dump

truck with a newer more reliable vehicle. This is the reasons we requested the new flatbed truck, as it was my hope the new vehicle would prove more reliable. Had I known last year that the FAA would reverse its decision, I would have moved forward with a new ARFF Truck instead.

The second issue is the ARFF skid unit which is utilized to fight an aircraft fire and holds up to 125 gallons of foam and 500 pounds of dry chemical. According to Anderson County Fire & Safety Company (who maintains our ARFF skid unit), the skid unit is so old that if any component fails they will be unable to order any replacements parts. Consequently, a new ARFF Skid Apparatus will require approximately \$35,000 and a five month lead time to create.

Upon understanding our critical need for an ARFF Truck and the FAA's stance on not funding our equipment, our FAA Inspector Mr. Warren Relaford started knocking down a few doors on our behalf in the FAA Southern Region. The results of his efforts are not only are we **now eligible** for an ARFF Truck, it carries one of the highest priority ratings and the FAA and State will fund it up to 95%. Another way to look at this is if we are looking to acquire a \$350,000 ARFF Truck, the Anderson County 5% share will be \$17,500. A new ARFF truck will require approximately eight months to a year to produce. Although we could place the order today, we would have to wait until the Summer of 2019 to receive our 95% reimbursement and ensure we did not derail any of our current or future FAA projects.

Alternatively, we could allow for the FAA and State to pay for our newly purchased flatbed truck in addition to the \$35,000 ARFF Skid Unit. This would reduce our expenses to a fraction of the price and we could continue to meet the minimum requirements to pass our FAA Part 139 Inspections. As detailed by Mr. Alex Wengerd, our FBO Technician and Professional firefighter, the merits of a purpose built ARFF truck would outweigh those concerning an ARFF skid unit which may be reviewed by the document attached and YouTube video link below.

As the Airport Manager of the Anderson Regional Airport, I believe it would serve our best interest to move forward acquiring a purpose built ARFF vehicle. The aspect I find the most appealing is that the new ARFF truck would have a bumper mounted turret that could be utilized by any member of Airport staff in the event of an emergency. The bumper turret is operated via a joystick in the cabin, allowing agent to be deployed without anyone leaving the vehicle. The 4 wheel drive truck would enable us to also put out grass fires and structure fires, both of which have occurred at the airport this past year. The ARFF Truck could also afford year round protection for the Airport, despite only being required for the 15 minutes before and after the large charter jet operation.

Finally, the FAA only requires ARFF protection whenever the sports teams fly into and out of the Anderson Regional Airport. In the event a small airplane or corporate jet (First Quality, TTI, etc.) were to crash, the response time from Center Rock Fire Department would be about 10 minutes at the earliest. With that amount of time passing the chance of passengers surviving would be nil, which make our response time during our three (3) minute drill for our annual FAA Part 139 Inspection paramount. With our current ARFF truck, the only person we have that could operate the skid unit and deploy the fire hose would be Mr. Alex Wengerd who is only serves part-time. With a new vehicle, even if Airport staff elected to wait for the first responders to arrive, our staff would at the very least have the option and ability to suppress a fire until their arrival.

Despite my recommendation, I am fully aware Anderson County has invested a substantial amount in the Anderson Regional Airport. From the Terminal Project, to the Runway Rehabilitation with the extra 50 ft. of pavement, supporting our first ever weekend airshow, and to honoring our capital requests for continued growth. I do not wish for the \$350,000 ARFF Truck to become the straw to break the camel's back, nor do I have access to the funds to move forward with the purchase. At the end of the day, this is simply an opportunity cost. Rusty asked for me to look into getting a fire truck and, against the longest of odds, we have a chance at getting one to be reimbursed up to 95%. Whichever choice you would prefer (ARFF Truck or Skid Unit) , we would need to utilize the equipment until the end of its useful life which is approximately 15 years. Approached from a different view, we will not have the opportunity to make this decision again until 2033.

I am aware this was a lengthy email, but I wanted you both to be as knowledgeable as possible. I will proceed in whichever fashion you deem is best for both Anderson County and the Anderson Regional Airport. If you have any additional questions, please let me know.

Sincerely,

Justin Julian  
Airport Manager  
Anderson Regional Airport

<https://youtu.be/s3XNI8FmUTU>

**From:** alex wengerd [<mailto:crf150@bellsouth.net>]  
**Sent:** Wednesday, January 31, 2018 2:40 PM  
**To:** A. Justin Julian <[ajjulian@andersoncountysc.org](mailto:ajjulian@andersoncountysc.org)>  
**Subject:** ARFF Vehicle

Justin,  
Attached is what i have came up with for the fire truck as well as buying a purpose built fire truck vs. getting a new skid unit. We NEED a purpose built! Fingers crossed! If you have any questions give me a call on my cell!

Thanks,  
Alex Wengerd

Rita Davis

---

**From:** Joseph Stone  
**Sent:** Tuesday, February 13, 2018 7:05 AM  
**To:** Rita Davis; Holt Hopkins; Robert Carroll  
**Cc:** Chad McBride  
**Subject:** Fwd: Vehicle for the Town of Pelzer

We have a vehicle maybe 2 that would fit the bill for this. I assume this will be a donation to them as has been done in the past. I believe this will require a vote by council. If you need the exact info on the vehicle let me know.

Sent from my iPhone

Begin forwarded message:

**From:** Chad McBride <[cmcbride@andersonsheriff.com](mailto:cmcbride@andersonsheriff.com)>  
**Date:** February 12, 2018 at 8:01:41 PM EST  
**To:** Joseph Stone <[jstone@andersoncountysc.org](mailto:jstone@andersoncountysc.org)>  
**Subject:** Vehicle for the Town of Pelzer

Hey Sir,

The town of Pelzer has asked that we consider donating a vehicle(s) from our fleet to be used for local government use only. They are in need of a sedan style vehicle that can be used by the mayor and or town representatives. Again this would be for the Town of Pelzer use only and not for personal use.

Any sedan that is in good working order that is not equipped with police equipment should meet their needs.

Thank you ,

Chad McBride

Sent from my iPhone

## Robert Carroll

---

**From:** Joseph Stone  
**Sent:** Tuesday, February 13, 2018 2:53 PM  
**To:** Rita Davis; Robert Carroll  
**Cc:** Holt Hopkins; Chad McBride; Anna Marie Brock  
**Subject:** West Pelzer Vehicle Donation  
**Attachments:** IMG\_1845.JPG

Unit 22020 Dodge Intrepid 2004 Model Year with 167,912 miles. Currently assigned as an admin/academy car spare. Attached photo. Anna Marie may need to see if we have a title on hand..



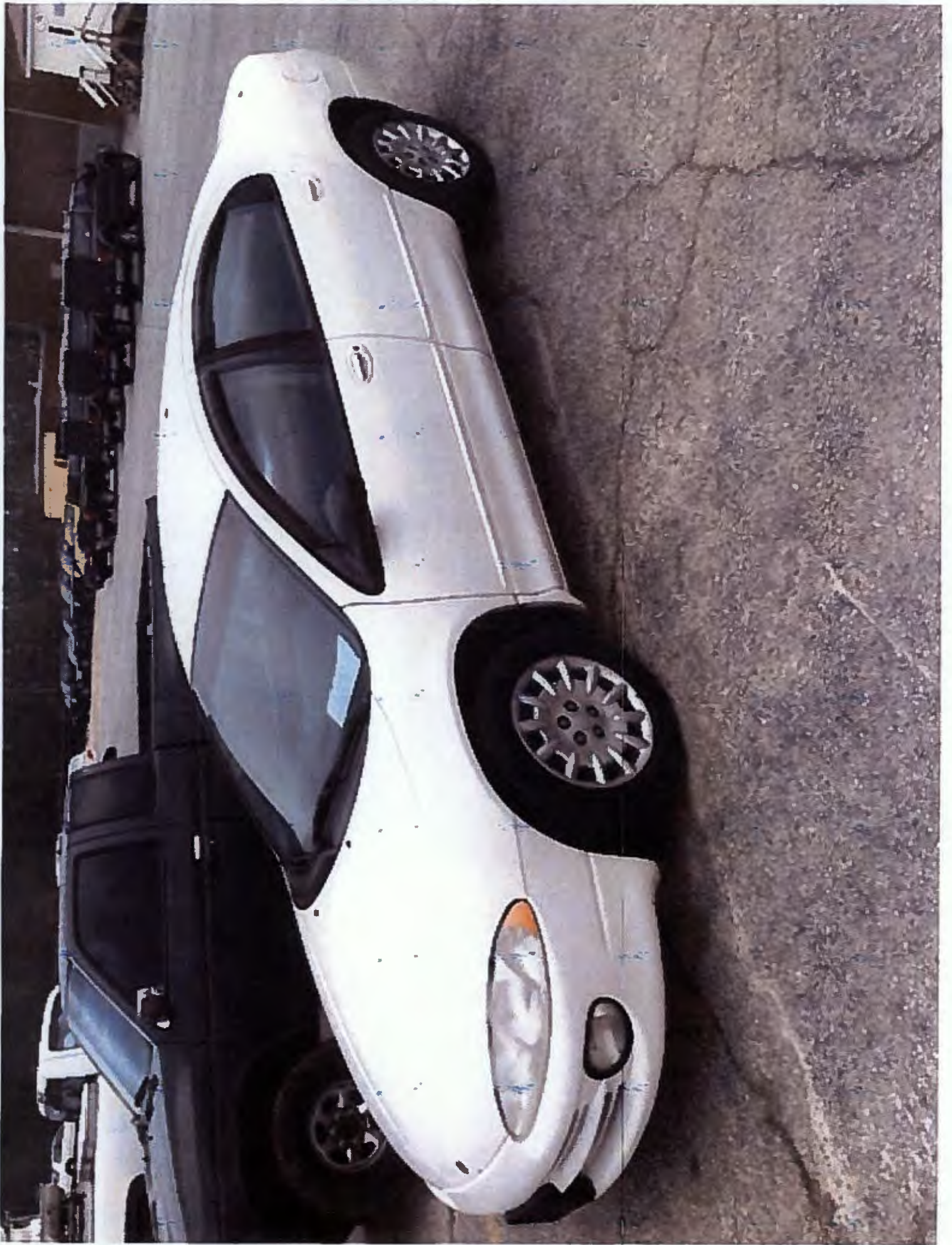
**ANDERSON COUNTY**  
SOUTH CAROLINA

**Joe Stone**  
Anderson County Fleet Manager

O: 864.260.6343  
C: 864.617.1919  
F: 864.260.4867  
[jstone@andersoncountysc.org](mailto:jstone@andersoncountysc.org)

739 Michelin Boulevard  
Anderson, SC 29626







PURCHASE  
REQUISITION  
COUNTY OF ANDERSON

201802531

NOT USE THIS SPACE

DATE 2/12/2018

SHIP OR DELIVER TO

SPECIAL INSTRUCTIONS

ANDERSON COUNTY FLEET SERVICES \*\*\*\*\*INTERNAL USE ONLY\*\*\*\*\*  
JOSEPH STONE DEPT. #5954  
739 MICHELIN BOULEVARD

ACCOUNT 360 5231  
OBJECT 008 499  
CONTRACT OR BID NO

ANDERSON SC 29626

QUANTITY	UNIT	DESCRIPTION	PRICE	EXTENDED	TAX
1	EA	NEW OR UNUSED FORKLIFT WITH CLAMP ATTCHMENT PER BID SPECS #18-041	34,152.00	36,542.64	Y
1	EA	DELIVERY ***** DELIVERY TO: ANDERSON COUNTY FLEET SERVICES ATTN: J STONE 739 MICHELIN BLVD ANDERSON, SC 29626 ***** TITLE/PAPERWORK: COUNTY OF ANDERSON 101 S.MAIN ST ANDERSON, SC 29624	570.00	570.00	N

TOTAL AMOUNT: 37,112.64

KNOWN SUPPLIERS

SOUTHLAND EQUIPMENT  
SERVICE, INC.  
109 N. SHORECREST RD.  
COLUMBIA, SC 29209

Entered By MDPOWELL 2/12/2018  
Dept Head Approval JMSTONE 2/13/2018  
Divn Head Approval MHHOPKINS 2/13/2018  
Grant Approval  
Purchasing Received

Comments

BID # 18-041

# **ANDERSON COUNTY GRANT FISCAL IMPACT FORM**

**FY 2018-2023 FISCAL IMPACT**

Dept **5181**

**Sheriffs Office**

**Grant Name:** FY 2017 State Homeland Security Program  
**Grant Number:** 17SHSP02  
**Grant Period:** 10/01/2017 - 9/30/2018  
**Grant Award:** \$35,000

**Address/ Location:**  
 305 Camson Rd.  
 Anderson, SC 29625

**Area Served:** Anderson County

**Council District:** All

**Project Manager:** Lt. Rob Gebing  
**Contact Number:** (864) 260-1008

**Justification:**

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

**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).

The project under this grant is "Upstate Regional WMD Bomb Team, Anderson County SO." The Bomb Team is comprised of highly trained personnel, who also respond to unstable/hazardous commercial explosives, military ordnances, and bomb threats. The team is outfitted with a bomb robot used to approach suspected devices, and with the use of video technology, the technician can more safely render suspected devices safe. There is always potential to encounter WMD situations and team members must be trained to and have proper equipment to handle those situations as they occur. With the funds awarded, SLED has approved the purchase of a tactical search suit, two tactical vests, a portable x-ray generator, 4 night vision helmet mounts, and designated \$5,000 for exercise support for the annual regional exercise. For these purchases, there are not any foreseen ongoing commitments beyond those which are already provided for the upkeep of equipment for the bomb team. Any funds that are spent beyond the grant award will be expended from the ACSO budget or the ACSO support services budget.

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								0
Operating Cost	6,000.00							0
Contractual Costs								0
Insurance Costs								0
Capital Costs	29,000.00							0
<b>Total</b>	<b>35,000.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FTE (new)</b>								0
<b>Source of Funds</b>								
Grant Covers 100%. There is no match required.	35,000.00							35,000
								0
								0
								0
<b>Total Funds</b>	<b>35,000.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>35,000</b>

Form approved for submission by: 1/18/17 1.12

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

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

10/30/2017

4a

### 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: 17SHSP02

PROJECT MGR: Robert Gebing

CONTACT NUMBER: 864-260-1006

CAPITAL ITEM REQUESTED: (1) — Portable x-ray generator

LOCATION WHERE CAPITAL ITEM WILL BE USED: Bomb Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

Requesting a small portable x-ray generator that helps produce an x-ray image with equipment used by the Bomb team. The ACSO Bomb Squad currently uses LOGOs, ScanX, and recently, with awarded grant funding, acquired a NeXray system. The purchase of a small x-ray generator will enhance the current capability of the NeXray system in a WMD environment.

AMOUNT: \$ 5,000.00

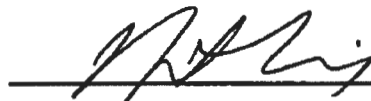
NOTE: Price should include taxes and shipping and handling charges.

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:



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: 17SHSP02

PROJECT MGR: Robert Gebing

CONTACT NUMBER: 884-260-1006

CAPITAL ITEM REQUESTED: (2)— Tactical/Fragmentation style vests

LOCATION WHERE CAPITAL ITEM WILL BE USED:

Bomb Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

Requesting tactical/ fragmentation style vests required by NBSCAB for the bomb technicians. Currently the ACSO Bomb Squad has no issued tactical/fragmentation style vests. These vests recently became a requirement per the NBSCAB instead of a recommendation making this purchase a critical need for the team and the safety of the Bomb Technicians.

AMOUNT: \$10,000 (\$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:

\_\_\_\_\_

### 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: 17SHSP02

PROJECT MGR: Robert Gebing

CONTACT NUMBER: 864-260-1006

CAPITAL ITEM REQUESTED: (1) — Lightweight EOD Search Suit

LOCATION WHERE CAPITAL ITEM WILL BE USED: Bomb Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM: Requesting a tactical search suit to respond to WMD type events and support SWAT response in actual or suspected WMD's in a tactical environment where a rapid response is the priority. This capability allows a Bomb Technician to respond to support WMD missions in a faster and more tactical manner. This suit is a highly mobile, modular, versatile, lightweight tactical suit which covers the torso, arms, and legs of the end-user. It has a scalable platform and users can select different components depending on the threat and mobility requirements. It will also integrate with conventional gas masks.

AMOUNT: \$ 14,000.00

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

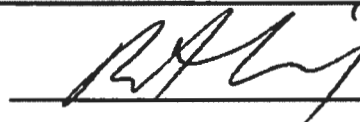
DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?  
(If yes fill in the information below)

☒ YES ☐ NO  
(Circle one)

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

The suit requested will replace the second of the two SRS5 search suits used which was designed for historically slower and more methodical responses and currently has over 18 years of service. 2016 SHSP allowed the purchase of one TAC-8 Search Suit, leaving one SRS-5 as a critical need to be replaced.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:

\_\_\_\_\_

**RESOLUTION\_\_\_\_\_****A RESOLUTION AUTHORIZING ANDERSON COUNTY TO SERVE AS APPLICANT AND ADMINISTRATOR, ON BEHALF OF TRI-COUNTY TECHNICAL COLLEGE (TCTC), TO THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (SCDHEC) FOR A RECYCLED TIRE AND PLASTIC RESEARCH EDUCATION AND DEVELOPMENT SERVICE (RTP-READS) GRANT, AND OTHER MATTERS RELATED THERETO**

Whereas, Anderson County and Tri-County Technical College have a history of partnership on projects undertaken for the benefit of the county and the region; and

Whereas, Anderson County has in the past provided grant applicant and administration services for TCTC for such projects, including the development of the QuickJobs Center on Michelin Boulevard; and

Whereas, TCTC has asked Anderson County to apply, on TCTC's behalf, for an RTP-READS grant offered through SCDHEC, to be used for the development and promotion of scrap tire and plastic applications and recycling technology;

NOW, THEREFORE BE IT RESOLVED by the Anderson County Council that:

- 1) The Anderson County Administrator is authorized to submit the described grant application;
- 2) The Administrator and the County Attorney are authorized to negotiate and develop with TCTC a Memorandum of Understanding (MOU) that will outline each parties roles and responsibilities related to the grant-funded project;
- 3) Anderson County Council must authorize formal acceptance of the grant as well as the MOU and any other related agreements prior to the grant's execution;
- 4) Nothing in this resolution shall be construed as approval or commitment by Anderson County Council to provide matching funds or any other sort of funding related to the project.

**Establishment of Recycled Tire and  
Plastic Research Education and  
Development Service (RTP-READS)**

**Research Proposal**

**Submitted by: Serji Amirkhanian**

**September 17, 2017**

## **INTRODUCTION**

South Carolina's goal is to recycle at least 40% of its municipal solid waste by 2020. The recycling rate is over 25% as of 2017. Over 4.3 million tons of materials were disposed of around the state which 1.1 million tons were recycled translating to over 430 pounds per person. In many parts of the country, including SC, recycling is an important part of the economy. In general, in many cases, recycling creates jobs and businesses and generates income for the state. A study conducted by the College of Charleston concluded that in 2014, the state's recycling industry had a \$13 billion annual impact on SC's economy providing more than 22,000 direct jobs, \$2.7 billion in annual labor income and \$330 million in state and local taxes.

Over 4.8 million scrap tires are being produced each year in South Carolina. Most of these tires end up in an approved recycling facility where tires are shredded and used for many applications (e.g., tire-derived fuel (TDF), mulch, rubberized asphalt, etc.). However, as of today two major recycling facilities in the state (Monck Corner and Anderson) were shut down for many reasons. In addition, over 19,000 tons of waste plastic was recycled last year in the state. This proposal addresses a new and a unique process to handle these two commodities.

## **REQUESTED ACTION**

Through Department of Health and Environmental Control (DHEC), funding is requested for a Recycled Tire and Plastic Research Education and Development Service (RTP-READS) for state of South Carolina to develop and promote scrap tire and plastic applications and recycling technology, and will require an investment of up to \$525,000 per year for administrative services for 5-year term. An additional investment may be made each year for demonstration projects to be performed around the state.

### **I. OVERVIEW**

Using the successful Asphalt Rubber Technology Service (ARTS) program in South Carolina as a model, the proposed Recycled Tire and Plastic Research Education and Development Service (RTP-READS) will provide many services in the area of scrap tires and plastic recycling. Staff who previously worked at ARTS program will staff and direct the RTP-READS program to advance scrap tire and plastic technologies and technology-based applications by promoting environmentally-sensitive, value-added scrap tire and plastic recycling applications and technologies through education and technology transfer.

The Program will focus activities in the promotion of sustainable technology such as scrap tire rubber modified products for sports/playground surfaces, scrap tires in infrastructure applications (STA), rubberized asphalt pavement (RA), injection molding and blow-molding technologies, molded goods in many areas, and the manufacture of industrial and consumer products using crumb rubber and plastics.

### **II. PROPOSED ACTIVITIES BY TASK**

TCTC will provide the administrative capacity required for this program, which will be directed with those who successfully staffed the ARTS program at Clemson University. RTP-READS activities will be coordinated under the direction of a single director/administrator. TCTC proposes to serve as the lead agency for RTP-READS and intends to solicit the advice, counsel, programmatic input and assistance of other



universities, agencies, or recognized experts around the country and the world who may express an interest and capacity to cooperate.

The RTP-READS director will work directly with state agencies to provide strategic planning and leadership for the program for a period of five years.

***Task A – Provide Technology Transfer Materials and Information Service***

1. Maintain a library of technical materials related to rubber-modified asphalt applications, plastics, molded goods, injection molding, blow molding technology, and STR technology. Both research reports and “real world” summaries of research will be available electronically as well as hard copy.
2. Provide reference materials as requested through the news bulletin. Available reference materials from relevant sources will be advertised through the news bulletin, workshops, personal contacts with government employees, and other agencies or interested parties. Reference materials will be available on the website as well as hard copy.
3. A technical advisory service will be provided to answer questions and provide information regarding scrap tire and plastics recycling technologies and related topics to industry, employees of local governments and state agencies, universities, contractors, suppliers, and other interested parties. Expertise from the staff and other industry contacts will serve as a resource for providing appropriate responses to inquiries.
4. The office will be staffed during normal working hours for the purpose of responding to technical inquiries.
5. Staff will utilize resources, such as the EPA’s Resource Conservation Challenge (RCC) group, to disseminate technical information to the appropriate agencies, groups, etc.

***Task B – Education, Training, Workshops, Seminars and Conference Presentations for Scrap Tire Rubber and Scrap Plastic Technologies and Utilization***

ReTREADS staff will:

1. Collaborate with DHEC staff in preparing educational modules related to the use of STR technology for a variety of educational levels, including elementary school, middle school, high school and college, to be distributed by state agencies.
2. Seek funding from other sources (e.g., EPA) to produce and provide educational materials for a variety of educational and technical levels.
3. Provide training and promotion workshops, seminars, conferences, and presentations for personnel of local governments and state agencies and other members of the engineering and architectural design community to raise the awareness of STR applications and provide latest research findings.
4. Topics addressed in items above will include:
  - STR applications in relation to Green Building and Leadership in Energy and Environmental Design (LEED) accreditation
  - Designing STR technology and rubberized asphalt applications
  - Field inspection and lab testing associated with STR technology and rubberized asphalt applications
  - General introduction to the use of scrap tire rubber in sports surfacing
  - General introduction to the use of scrap tire rubber in playground surfacing

- General introduction to the use of scrap tire rubber in loose fill applications (i.e., playgrounds and landscaping)
  - General introduction to the use of scrap tire rubber in infrastructure applications
  - Current research activities related to the technologies of STR technology and rubberized asphalt
5. Regarding the utilization of plastics, items 1, 2 and 3; described above, will be also implemented.
  6. Topics addressed in this area will include:
    - Scrap plastic applications in relation to Green Building and Leadership in Energy and Environmental Design (LEED) accreditation
    - Designing scrap plastic technology and injection molding applications
    - General introduction to the use of scrap plastics in infrastructure industry
    - General introduction to the use of scrap plastics in molded goods using injection molding
    - General introduction to the use of scrap plastics in molded goods using blow-molding technology
    - General introduction to the use of scrap tire rubber in plastic and rubber molded and extruded products
    - General introduction to the use of thermoplastic elastomers (TPEs)
    - Current research activities related to the technologies of scrap plastics

***Task C – Provide a Liaison between EPA, State DOTs, Local Governments and the Scrap Tire and Plastic Industries***

Staff will act as a liaison between the United States Environmental Protection Agency (EPA), State Departments of Transportation (DOT), local governments, and the scrap tire and plastic industries in several ways, including:

1. Communicating on a regular basis with representatives from counties, municipalities, producers, haulers, and recyclers,
2. Identifying the scrap tire market-related needs of each county through these communications,
3. Helping to identify suggestions for scrap tire usage in each county,
4. Communicating with State DOT representatives to encourage the utilization of scrap tire rubber in paving and other highway applications,
5. Monitoring the scrap tire status and pulse of the scrap tire industry on a county-by-county basis in participating states,
6. Identifying the scrap plastic market-related needs of each county through these communications, and
7. Helping to identify suggestions for scrap plastic usage in each county.

***Task D – Market Development***

Staff will work with State Departments of Commerce (DOC) and related entities to perform several functions to increase added-value markets for scrap tire and plastic materials. Staff will:

1. Create an online database of regional scrap tire and plastic processors, manufacturers of scrap tire and plastic products, and contractors of scrap tire and plastic applications.
2. Organize "product expositions" specifically pinpointed to help increase the use of scrap tire and plastic derived products.

3. Identify companies that produce scrap tire and plastic derived products that have facilities located in SC.
4. Identify potential end-users of scrap tire and plastic derived products and the conferences (within the region) that they would most likely attend. The staff will set up "product expositions" for the identified companies at the appropriate conferences increasing the exposure of these products with their most-likely end-users.
5. Encourage SCDOT to increase utilization of scrap tire rubber in paving and other highway applications.
6. Identify manufacturing opportunities in SC for scrap tire and plastic by-products, with particular focus on the utilization of crumb rubber and plastic flakes.
7. Examine the potential of existing industrial capability, as well as target new companies that could make products with crumb rubber and scrap plastics.
8. Support expansion efforts of new or existing tire and plastic recycling companies in SC that will result in stated mission.
9. Collaborate with representatives from SC DOT and contractors to identify potential new materials and techniques for utilizing scrap tire rubber for pavement rehabilitation, e.g. crack fillers, chip seals, etc.
10. Identify for possible funding candidate market development projects in the areas of business development or product development that will directly result in long-term market demand for high value scrap tire rubber and plastic. This subtask is discussed in greater detail in *Task F: Administer Demonstration, Research, and Market Development Projects*.

#### ***Task E – Publish an Electronic News Bulletin***

A semi-annual, electronically-distributed news bulletin will be assembled and edited by the program staff and will contain:

1. Announcement of opportunities to participate in the program through demonstration and research projects.
2. Articles describing on-going research activity and status reports on demonstration projects underway.
3. Announcements of meetings, conferences, and seminars in which contractors, engineers, and employees of local or state agencies might have an interest.
4. Training workshop announcements.
5. A list of technical materials available for distribution, including publications, training packages, films, and videotapes, selected to illustrate best practices.
6. Articles and information related to STR technology and rubberized asphalt technology utilization.
7. Articles and information related to scrap plastic technology.

Program staff will compile and maintain an electronic mailing list of City-, County-, and State-level contacts who would have an interest in this program, including county administrators, public works directors, engineers, product lab supervisors, specification writers, foremen, supervisors, managers, and contractors. Appropriate agencies from participating states would be expected to share contact information of any of these types of contacts with the staff for the purpose of establishing this electronic mailing list.

#### ***Task F – Administer Demonstration Projects, Research Projects, and Market Development Projects***

In years where funds are available for demonstration/research/market development projects:

1. The funding for any demonstration project for each individual county, each year, would be determined by a committee of experts and DHEC/DOC officials.
2. RTP-READS Staff will design, manage, and evaluate approved field / manufacturing demonstration projects and research projects employing the technologies of scrap tire rubber and plastic products.
3. The selection of sites and other project scope planning issues for demonstration projects for each individual project will be reviewed by all interested parties. Based on prepared details, specifications and other scope-of-work documents, demonstrations projects will be performed by qualified private contractors.
4. RTP-READS staff will be available to the contractors for technical assistance. Such contractors will perform their work under separate contract with the TCTC Grants Office. Demonstration projects will be monitored for the duration of the program for performance measurement.
5. Proposals for candidate demonstration projects will be accepted from local municipalities/agencies/institutions, state agencies/institutions, and private companies. Criteria for evaluation of candidate projects for each individual participating project will be determined in advance of proposal solicitation by RTP-READS in cooperation with DHEC's staff.
6. Some selected projects will receive funding over and above normal product use cost to defray the extra costs associated with the use of scrap tire rubber and plastic technology as compared to conventional methods to provide incentives for participation in the program, and to defray the cost of instrumentation needed to measure performance, if needed. All project funding will be approved by RTP-READS technical staff and DHEC for each individual project.
7. RTP-READS staff will conduct research on an as-needed basis on various applications of STR and scrap plastic to develop standards and guidelines for construction/installation and verify the applicability of these products by constructing field test sections (or manufacturing process) and measuring performance characteristics. Proposals for candidate research projects will be accepted from local municipalities/agencies/institutions, state agencies / institutions, and private companies.
8. RTP-READS staff will work closely with state agencies to identify candidate market development projects. The candidate projects will be in the areas of business development or product development that will directly result in long-term market demand for high value scrap tire rubber and scrap plastic.

**Proposed Annual Budget for DHEC's Proposal for 5-Year Grant**

<u>Line Item</u>	<u>Per Year</u>
Director: Serji Amirkhanian	\$125K
Co-Director Marketing	\$85K
Co-Director Technical	\$85K
Program Coordinator	\$45K
Technician	\$45K
Fringe (40%)	\$154K
Office Supplies	\$15K
Travel	\$10K
Lab Supplies/Maintenance/Calibration	\$45K
Marketing (Seminars/Videos/Conferences)	\$30K
Accounting	\$10K
<u>Lab Fees</u>	<u>\$70K</u>
Total Annual Budget	\$719K

## PROJECTION OF GENERAL FUND NET INCOME - FY 18

	Budget	Actual	Variance	% of Budget
<b>REVENUES</b>				
Taxes	48,090,000	48,421,035	331,035	100.69%
County	5,741,005	6,160,462	419,457	107.31%
Intergovernmental	10,275,500	10,634,838	359,338	103.50%
Interest	110,000	206,736	96,736	187.94%
Other	1,660,500	1,661,494	994	100.06%
Total	65,877,005	67,084,566	1,207,561	101.83%
<b>EXPENDITURES</b>				
Personnel	50,386,618	49,157,303	(1,229,316)	97.56%
Operating	13,675,707	10,564,637	(3,111,070)	77.25%
Contractural	4,235,227	3,657,705	(577,522)	86.36%
Capital	1,200	4,509	3,309	375.73%
Contingency	18,648	8,626	(10,022)	46.26%
Special Appropriations	2,220,290	2,220,290	-	100.00%
Total	70,537,690	65,613,069	(4,924,621)	93.02%
Excess of Revenues over Expenditures	(4,660,685)	1,471,497	6,132,182	
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In	895,250	245,000	(650,250)	27.37%
Transfers Out	(1,681,310)	(1,171,310)	510,000	69.67%
Total	(786,060)	(926,310)	(140,250)	117.84%
Net Income for Fiscal Year	(5,446,745)	545,187	5,991,932	
Supplemental Budget	(2,700,000)	(2,700,000)		
Final Net Loss	(8,146,745)	(2,154,813)		
Fund Balance, July 1		26,467,870		
Fund Balance, June 30		<u>24,313,057</u>		

**BUDGET TRANSFER**

DIVISION: Public Works  
 DEPARTMENT: PAWS 5111

FROM:	TO:	AMOUNT:
TITLE <u>Telephone</u> ACCT.# <u>001-5111-000-275</u>	TITLE <u>Uniforms &amp; Clothing</u> ACCT# <u>001-5111-000-280</u>	<u>\$1500.00</u>
TITLE <u>Water &amp; Sewer</u> ACCT.# <u>001-5111-000-281</u>	TITLE <u>Uniforms &amp; Clothing</u> ACCT# <u>001-5111-000-280</u>	<u>\$2000.00</u>
TITLE _____ ACCT# _____	TITLE _____ ACCT# _____	_____
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____

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

REASON: transfer of funds needed due to employee turn over  
with new uniform purchases necessary.

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:

DATE:

DATE:

DATE:

DATE:

# RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:  
DISTRICT: 1

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:  
Anderson Free Clinic
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$5000
3. The purpose for which the funds are being requested: Walk with the Docs/Run with the Nurses Sponsorship
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes, see attachment
5. Contact Person: Tammie Collins  
Mailing Address: 414 N. Fant St Anderson SC 29621  
Phone Number: 864-512-7810
6. Statement as to whether the entity will be providing matching funds: Not at this time

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

— Tammie Collins  
Print Name

1/29/18

Date



# Business Entities Online

File, Search, and Retrieve Documents Electronically

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## ANDERSON FREE CLINIC, INC.

### Corporate Information

**Entity Type:** Nonprofit

**Status:** Good Standing

**Domestic/Foreign:** Domestic

**Incorporated State:** South Carolina

### Important Dates

**Effective Date:** 11/21/1984

**Expiration Date:** N/A

**Term End Date:** N/A

**Dissolved Date:** N/A

### Registered Agent

**Agent:** HEADQUARTERS

**Address:** JOHN ST ANDERSON SC  
, South Carolina

### Official Documents On File

Filing Type	Filing Date
Amendment	05/24/1989
Amendment	12/13/1985
Incorporation	11/21/1984

### Former Names

Name	Filing Date
ANDERSON AREA HEALTH CLINIC, INC.	N/A

## RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:  
DISTRICT: \_\_\_\_\_

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:  
*Shriners Circus Fundraiser*
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): *1500.00*
3. The purpose for which the funds are being requested:  
*Operating Funds for The Hejaz Shrine*
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Contact Person: *Tom Sender*  
Mailing Address: *PO Box 2663 Easley SC 29641*  
Phone Number: *864-307-0060*
6. Statement as to whether the entity will be providing matching funds:  
Further, all entities receiving recreation fund appropriations shall be required within sixty (60) days of expenditure of the funds to furnish the clerk to county council with written documentation satisfactory to the clerk, including receipts for expenditures of the funds, concerning the manner in which the funds were actually spent. Failure to provide such documentation to the clerk to council will disqualify the entity receiving the recreation fund appropriation from receiving any further funding. Entities receiving such funding are subject to audit, upon approval by County Council, regarding use of the 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

Print Name

Date

# Business Entities Online

File, Search, and Retrieve Documents Electronically

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## HEJAZ CHARITIES, INC.

### Corporate Information

**Entity Type:** Nonprofit

**Status:** Good Standing

**Domestic/Foreign:** Domestic

**Incorporated State:** South Carolina

### Important Dates

**Effective Date:** 09/24/1971

**Expiration Date:** N/A

**Term End Date:** N/A

**Dissolved Date:** N/A

### Registered Agent

**Agent:** HEADQUARTERS

**Address:** 101 E COFFEE ST GREENVILLE SC  
, South Carolina

### Official Documents On File

Filing Type	Filing Date
Incorporation	09/24/1971

**Anderson County Building & Codes**  
**Monthly Activity Report**  
**Jan-18**

<b>Total Number Permit Transactions:</b>	<b>792</b>	
<i>New Single Family:</i>	<u>69</u>	
<i>New Multi-Family:</i>	<u>1</u>	(2 duplexes)
<i>Residential Additions/Upgrades:</i>	<u>10</u>	
<i>Garages/Barns/Storage:</i>	<u>28</u>	
<i>New Manufactured Homes:</i>	<u>9</u>	
<i>New Commercial:</i>	<u>1</u>	
<i>Commercial Upfits/Upgrades:</i>	<u>4</u>	
<i>Courtesy Permits/Fees Waived:</i>	<u>1</u>	(See Attached)

**Inspection Activity:**

<i>Citizens Inquiries:</i>	<u>48</u>
<i>(New &amp; Follow Up; Includes Sub-Standard Housing/Mobile Homes)</i>	
<i>Tall Grass Complaints (New and Follow Ups):</i>	
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<u>1044</u>
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<u>31</u>
<i>Manufactured Home Inspections:</i>	<u>50</u>
<b>Total Number of Inspections (Site Visits) for Department:</b>	<u><b>1173</b></u>

**Reviews/Misc. Activity:**

<i>Plans Reviewed:</i>	<u>219</u>	(Includes preliminary consultations, resubmittals and solar)
<i>Mech/Elec/Plumb Reviews:</i>	<u>28</u>	(Includes residential solar)
<i>New Derelict Manufactured Home Cases:</i>	<u>0</u>	
<i>Hearings:</i>	<u>1</u>	
<i>Court Cases:</i>	<u>0</u>	

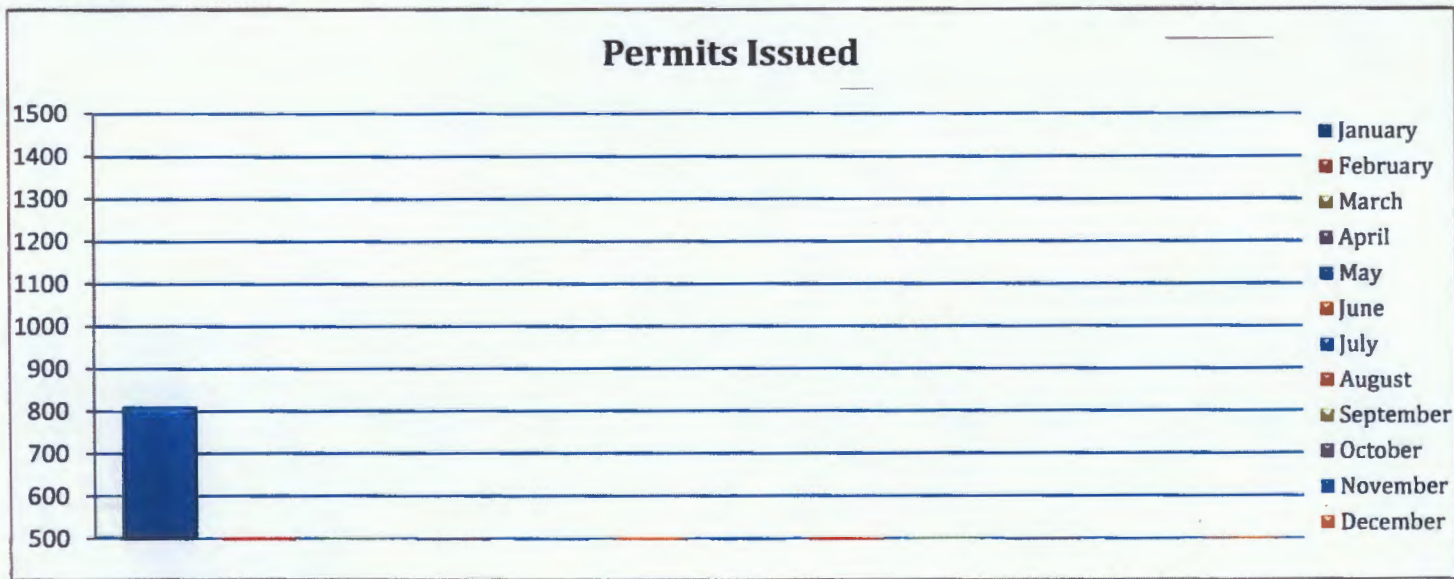
**Revenue Collected:**

<i>Reinspection Fees Collected:</i>	<u>\$340.00</u>
<i>Plan Review Revenue:</i>	<u>\$4,708.90</u>
<b>Total Revenue For The Month:</b>	<u><b>\$76,831.70</b></u>



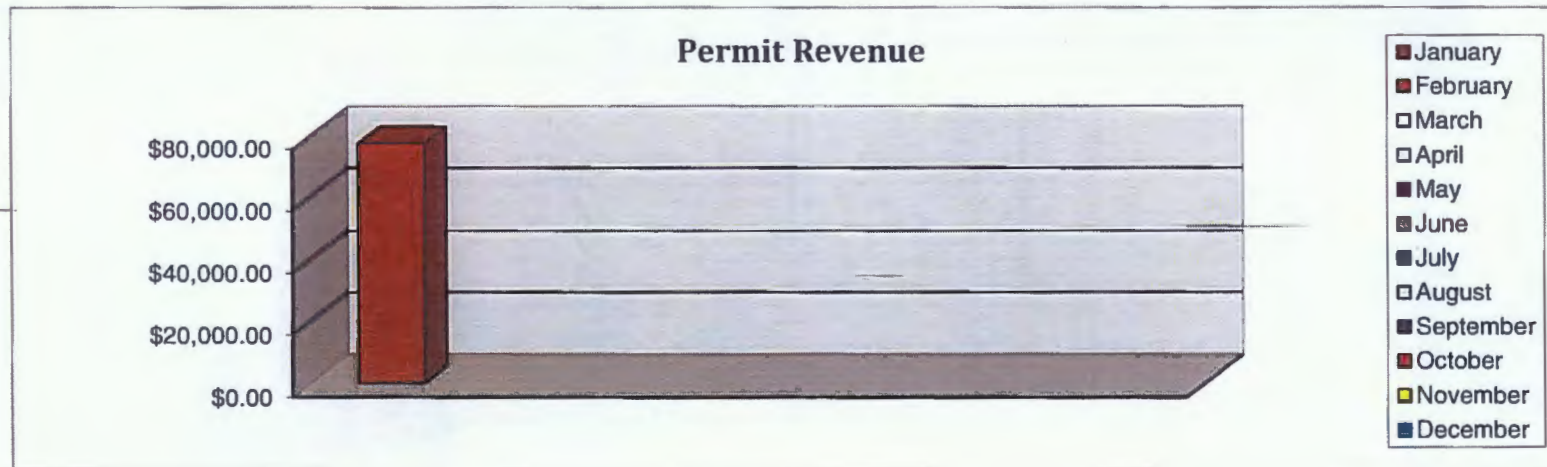
## Anderson County Building & Codes Permits Issued for 2018

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	194	232	116	139	81	10	9	30	811
February									0
March									0
April									0
May									0
June									0
July									0
August									0
September									0
October									0
November									0
December									0
<b>Total</b>	194	232	116	139	81	10	9	30	811



## Anderson County Building & Codes Permit Revenue for 2018

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$43,222.40	\$13,505.00	\$5,276.50	\$8,308.00	\$1,470.90	\$450.00	\$135.00	\$5,048.90	\$77,416.70
February									
March									
April									
May									
June									
July									
August									
September									
October									
November									
December									
<b>Total</b>	\$43,222.40	\$13,505.00	\$5,276.50	\$8,308.00	\$1,470.90	\$450.00	\$135.00	\$5,048.90	\$77,416.70





**F.W. DODGE BUILDING STATISTICS**

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

**REPORT OF BUILDING OR  
ZONING PERMITS ISSUED AND  
LOCAL PUBLIC CONSTRUCTION**

For the month of:

**Jan-18****ANDERSON COUNTY BUILDING & CODES**

P.O. Box 8002

ANDERSON, SC 29622-8022

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

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

PLEASE RETURN THE WEEK OF:

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

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>		101	69	69	\$14,870,053			
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters		102						
Two-family buildings		103	1	2	140,000			
Three-and four-family buildings		104						
Five-or-more family buildings		105						
<b>TOTAL: Sum of 101-105</b>		<b>109</b>	<b>70</b>	<b>71</b>	<b>\$15,010,053</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins (transient accommodations only)		213						
Other non-housekeeping shelter		214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational		318						
Churches and other religious		319						
Industrial		320						
Parking garages (buildings & open decks)		321						
Service stations and repair garages		322	1		\$90,000			
Hospitals and institutional		323						
Offices, banks, and professional		324						
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327	4		\$819,352			
Other nonresidential buildings		328	16		\$629,915			
Structures other than buildings		329	6		\$300,295			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential - Classify additions of garages and carports in Item 438		434	10		\$212,982			
Nonresidential and non-housekeeping		437	4		\$2,510,000			
Additions of residential garages and carports (attached and detached)		438	12		\$536,674			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-family houses (attached and detached)		645	4					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	7					

REQUESTED BY: TEDOWDY

CENSUS REPORT FOR 1/01/2018 TO 1/31/2018  
COURTESY PERMITS

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
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MOD 702	COURTESY PERMIT/NO CHARGE			
201801004	1/02/2018	19,000.00	ANDERSON COUNTY	TOWNVILLE CONVENIENCE CENTER

TOTALS: 1 19,000.00



February 8, 2018

DISTRICT 1 - RECREATION  
001-5829-001-241  
FY Ended June 30, 2018

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	8,309.43
7/19/2016	7/27/2017	JE 9009	East West Parkway Solar Panels	(2,300.00)
7/18/2017	8/16/2017	49737	Anderson Jets Track Club	(500.00)
8/15/2017	8/23/2017	50037	Habitat for Humanity	(4,000.00)
8/15/2017	8/23/2017	50127	Widows Watchman	(2,000.00)
9/5/2017	9/14/2017	50662	Anderson Cavaliers	(300.00)
9/5/2017	9/14/2017	50664	Anderson Co 4-H Coop Ext	(300.00)
9/19/2017	10/4/2017	51411	Anderson County Humane Society	(250.00)
9/19/2017	10/4/2017	51460	Crescent High - Bass Team	(250.00)
9/19/2017	10/4/2017	51607	Upstate Warrior Solutions	(5,000.00)
10/3/2017	10/11/2017	51924	Anderson YMCA	(5,000.00)
10/3/2017	10/11/2017	51902	United Way	(750.00)
10/17/2017	10/25/2017	52448	Anderson Life Crisis Pregnancy Center	(2,000.00)
11/21/2017	12/6/2017	53980	Foothills Community Foundation	(5,000.00)
11/21/2017	12/6/2017	54093	Tackling the Streets	(250.00)
1/16/2018	1/31/2018	55888	SCAPA Conference (J Parkey)	(200.00)
1/16/2018	1/31/2018	55901	Area 14 Special Olympics (You Are Beautiful Pageant)	(200.00)

SUB-TOTAL 10,009.43

Committed:

2/6/2018		ACTC Student Radio	(250.00)
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Ending Balance 9,759.43

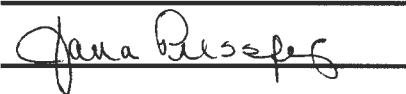
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE:

Jana Pressley, Assistant Finance Manager

DATE: 2/08/18



February 8, 2018

DISTRICT 2 - RECREATION  
001-5829-002-241  
FY Ended June 30, 2018

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	7,048.99
8/15/2017	9/5/2017	Credit Card	Wai Mart (Games for Rehab Center)	(536.35)
8/15/2017	9/5/2017	Credit Card	Target (Games for Rehab Center)	(1,122.42)
9/19/2017	10/4/2017	51551	South Main Chapel and Mercy Center	(7,000.00)
11/7/2017	11/15/2017	53351	Shalom House	(1,000.00)
11/7/2017	11/15/2017	53346	SC DSS Foster Program	(2,000.00)
11/21/2017	12/6/2017	54401	Homeland Park Fire	(500.00)

SUB-TOTAL 24,890.22

Committed:  
8/15/2017 Games for Rehab Center (341.23)

Ending Balance 24,548.99

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

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



Jana Pressley, Assistant Finance Manager

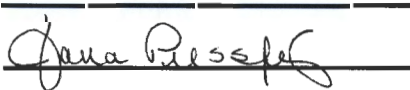
DATE: 2/08/18

February 8, 2018

DISTRICT 3 - RECREATION  
001-5829-003-241  
FY Ended June 30, 2018

<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	2,436.54
7/18/2017	8/16/2017	49737	Anderson Jets Track Club	(500.00)
7/18/2017	8/16/2017	49764	City of Belton (Recreation Equipment)	(5,000.00)
7/18/2017	8/16/2017	49818	Iva Recreation (Fence for Rec Center)	(5,000.00)
7/18/2017	8/16/2017	49892	Town of Starr (Picnic Shelter and Park Area)	(2,500.00)
8/15/2017	8/23/2017	50036	Grove Fire Department	(3,000.00)
8/15/2017	8/23/2017	50064	Miss SC Organization	(300.00)
8/15/2017	8/23/2017	50096	Shalom	(300.00)
8/15/2017	8/23/2017	50127	Widows Watchman	(300.00)
9/5/2017	9/13/2017	50664	Anderson Co 4-H Coop Ext	(250.00)
9/5/2017	9/13/2017	50669	Anderson School Dist. 2 (Special Needs Event)	(500.00)
9/5/2017	9/13/2017	50678	Belton Area Museum	(1,000.00)
9/5/2017	9/13/2017	50687	Bowie Old Farm Reunion	(2,000.00)
9/5/2017	9/13/2017	50701	City of Belton (Fire Dept. -Walk to Remember Event)	(500.00)
9/5/2017	9/13/2017	50665	SC Genealogical Society	(250.00)
9/19/2017	10/4/2017	51412	Anderson County Humane Society	(200.00)
9/19/2017	10/4/2017	51431	Belton Center of the Arts	(500.00)
9/19/2017	10/4/2017	51460	Crescent High - Bass Team	(750.00)
9/19/2017	10/4/2017	51607	Upstate Warrior Solutions	(1,000.00)
10/3/2017	10/11/2017	51925	Anderson YMCA	(250.00)
10/3/2017	10/11/2017	51902	United Way	(250.00)
10/17/2017	10/25/2017	52448	Anderson Life Crisis Pregnancy Center	(1,000.00)
11/21/2017	12/6/2017	54093	Tackling the Streets	(250.00)
11/21/2017	12/6/2017	54085	Starr Athletic Assoc	(5,000.00)
1/16/2018	1/31/2018	55888	SCAPA Conference (J Parkey)	(200.00)
1/16/2018	1/31/2018	55901	Area 14 Special Olympics (You Are Beautiful Pageant)	(200.00)
			 SUB-TOTAL	 1,436.54
			 <u>Committed:</u>	
2/6/2018			ACTC Student Radio	(300.00)
			 Ending Balance	 1,136.54

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

\_\_\_\_\_  


Lacey Croegaert, Clerk to Council

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

Jana Pressley, Assistant Finance Manager

DATE: 2/08/18

February 8, 2018

DISTRICT 4 - RECREATION  
001-5829-004-241  
FY Ended June 30, 2018

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	4,806.99
7/18/2017	8/16/2017	49778	Distinguished Young Women	(300.00)
7/18/2017	8/16/2017	49858	Salvation Army	(300.00)
7/18/2017	8/16/2017	49893	Townville Recreation Dept. (Operating Exp)	(4,000.00)
8/15/2017	8/23/2017	50037	Habitat for Humanity	(200.00)
8/15/2017	8/23/2017	50064	Miss SC Organization	(300.00)
8/15/2017	8/23/2017	50096	Shalom	(500.00)
9/5/2017	9/13/2017	50664	Anderson Co 4-H Coop Ext	(300.00)
9/5/2017	9/13/2017	50665	SC Genealogical Society	(300.00)
9/19/2017	10/4/2017	51413	Anderson County Humane Society	(500.00)
9/19/2017	10/4/2017	51607	Upstate Warrior Solutions	(1,000.00)
8/15/2017	10/4/2017	51535	Pendleton Recreation	(6,000.00)
10/3/2017	10/11/2017	51926	Anderson YMCA	(250.00)
10/3/2017	10/11/2017	51902	United Way	(250.00)
11/21/2017	12/7/2017	54093	Tackling the Streets	(500.00)
1/16/2018	1/31/2018	55888	SCAPA Conference (J Parkey)	(200.00)
1/16/2018	1/31/2018	55901	Area 14 Special Olympics (You Are Beautiful Pageant)	(200.00)

SUB-TOTAL 19,706.99

Committed:

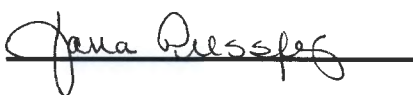
2/6/2018		ACTC Student Radio	(600.00)
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Ending Balance 19,106.99

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

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



Jana Pressley, Assistant Finance Manager

DATE: 2/08/18

February 8, 2018

DISTRICT 5 - RECREATION  
001-5829-005-241  
FY Ended June 30, 2018


<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	6,864.77
7/18/2017	8/16/2017	49726	American Red Cross	(1,500.00)
7/18/2017	8/16/2017	49779	Distinguished Young Women	(300.00)
7/18/2017	8/16/2017	49858	Salvation Army	(1,425.00)
8/15/2017	8/23/2017	50064	Miss SC Organization	(475.00)
8/15/2017	8/23/2017	50096	Shalom	(720.00)
8/15/2017	8/23/2017	50097	Shepherd's Guild	(220.00)
9/5/2017	9/13/2017	50662	Anderson Cavaliers	(300.00)
9/5/2017	9/13/2017	50664	Anderson Co 4-H Coop Ext	(500.00)
9/5/2017	9/13/2017	50665	SC Genealogical Society	(300.00)
9/19/2017	10/4/2017	51414	Anderson County Humane Society	(500.00)
9/19/2017	10/4/2017	51460	Crescent High - Bass Team	(250.00)
9/19/2017	10/4/2017	51607	Upstate Warrior Solutions	(1,450.00)
10/3/2017	10/11/2017	51902	United Way	(500.00)
10/17/2017	10/25/2017	52448	Anderson Life Crisis Pregnancy Center	(1,000.00)
11/21/2017	12/6/2017	54093	Tackling the Streets	(3,500.00)
1/16/2018	1/31/2018	55888	SCAPA Conference (J Parkey)	(600.00)
1/16/2018	1/31/2018	55901	Area 14 Special Olympics (You Are Beautiful Pageant)	(600.00)
			<b>SUB-TOTAL</b>	<b>22,724.77</b>
			<u>Committed:</u>	
7/18/2017			Park Dept. - Repairs to Equinox Park Shelter Roof	(1,830.00)
2/6/2018			ACTC Student Radio	(250.00)

Ending Balance 20,644.77

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE:



Jana Pressley, Assistant Finance Manager

DATE: 2/08/18

February 8, 2018

DISTRICT 6 - RECREATION  
001-5829-006-241  
FY Ended June 30, 2018

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	2,719.45
7/18/2017	8/16/2017	49780	Distinguished Young Women	(300.00)
7/18/2017	8/16/2017	49801	Greater Easley Chamber	(400.00)
7/18/2017	8/22/2017	JE 9199	Parks Dept. - Saluda River Rally	(2,500.00)
8/15/2017	8/23/2017	50002	CESA	(3,000.00)
8/15/2017	8/23/2017	50026	Foothills Foundations	(3,000.00)
8/15/2017	8/23/2017	50064	Miss SC Organization	(475.00)
8/15/2017	8/23/2017	50079	Powdersville High School Bass Team	(500.00)
8/15/2017	8/23/2017	50096	Shalom	(300.00)
9/5/2017	9/13/2017	50665	SC Genealogical Society	(300.00)
9/5/2017	9/13/2017	50855	YMCA Powdersville	(5,000.00)
10/3/2017	10/13/2017	JE 9039	PARD Match Hurricane Springs Park	(2,500.00)
10/17/2017	10/25/2017	52448	Anderson Life Crisis Pregnancy Center	(1,000.00)
11/21/2017	12/7/2017	53981	Foothills Community Foundation	(5,000.00)
SUB-TOTAL				8,444.45
<u>Committed:</u>				
2/6/2018			Wren Youth Association	(2,000.00)
Ending Balance				6,444.45

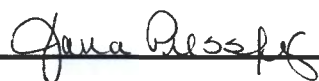
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

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

Jana Pressley, Assistant Finance Manager

DATE: 2/08/18

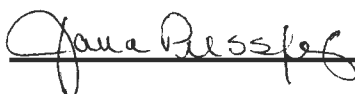


February 8, 2018

DISTRICT 7 - RECREATION  
001-5829-007-241  
FY Ended June 30, 2018

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	0.00
7/18/2017	8/16/2017	49781	Distinguished Young Women	(300.00)
7/18/2017	8/16/2017	49891	Town of Honea Path (Fire and EMS personal protection)	(5,000.00)
7/18/2017	8/22/2017	JE 9016	Parks Dept. - Friendship Walking Track Fencing	(1,500.00)
7/18/2017	8/22/2017	JE 9199	Parks Dept. - Saluda River Rally	(2,500.00)
8/15/2017	8/23/2017	49970	Anderson Free Clinic (Honea Path)	(1,000.00)
8/15/2017	8/23/2017	50004	Cheddar Youth Center	(3,500.00)
8/15/2017	8/23/2017	50042	Honea Path Dogwood Garden Club	(1,200.00)
8/15/2017	8/23/2017	50074	Pelzer Heritage Council	(3,500.00)
8/15/2017	8/23/2017	50096	Shalom	(300.00)
8/15/2017	8/23/2017	50127	Widows Watchman	(2,000.00)
9/5/2017	9/13/2017	50664	Anderson Co 4-H Coop Ext	(500.00)
9/5/2017	9/13/2017	50669	Anderson School Dist. 2 (Special Needs Event)	(500.00)
9/5/2017	9/13/2017	50665	SC Genealogical Society	(300.00)
8/15/2017	9/20/2017	51074	Williamston Action Comm \ Caroline Community Center	(5,000.00)
9/19/2017	10/4/2017	51415	Anderson County Humane Society	(100.00)
9/19/2017	10/4/2017	51594	Town of West Pelzer	(2,000.00)
9/19/2017	10/4/2017	51607	Upstate Warrior Solutions	(100.00)
1/16/2018	1/31/2018	55888	SCAPA Conference (J Parkey)	(200.00)
			<b>SUB-TOTAL</b>	<b>500.00</b>
			<u>Committed:</u>	
2/6/2018			ACTC Student Radio	(200.00)
			<b>Ending Balance</b>	<b>300.00</b>

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

\_\_\_\_\_  


Lacey Croegaert, Clerk to Council

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

Jana Pressley, Assistant Finance Manager

DATE: 2/08/18

## District 1 Paving Report

Through January 31, 2018

FY17-18 Budget includes Carryforward from FY 16-17 Budget	\$289,825.00
Committed	\$271,364.48

AVAILABLE	\$18,460.52
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**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Towns-Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson	-	\$0.00	\$0.00	
10/21/2014	East-West Connector		\$15,000.00	\$15,000.00	7/27/2017
10/19/2016	Solar Lighting E-W Pkwy / Brown Road Boat Ramp		\$70,000.00	\$70,000.00	7/27/2017
11/2/2016	Civic Center	Upgrade roads, landscaping	\$119,000.00	\$54,106.16	incomplete
11/2/2016	Senior Citizens	Pave parking lot	\$20,000.00	\$13,200.52	7/31/2017
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$6,500.00		
		Totals:	\$230,500.00	\$152,306.68	

		District 1 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$91,663.00		
		Totals:	\$91,663.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31, 2018

Prepared By: Sherry McGraw Roads & Bridges  
Date

Certified By: Neil Carney      Neil Carney  
Date

Sherry McGraw

February 2, 2018

NEW 8  
2-0-18



## District 2 Paving Report

Through January 31, 2018

FY17-18 Budget includes Carryforward from FY16-17 Budget	\$166,090.00
Committed	\$166,088.00

<b>AVAILABLE</b>	<b>\$2.00</b>
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**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Cities&Towns/Other			
Approval Date	Project	Scope	Appropriated Amount	Toatal Project Spent To-Date	Completion Date
7/7/2015	City of Anderson	Grading/Drainage	\$75,000.00	\$0.00	Incomplete
8/15/2017	Free Clinic		\$30,000.00	\$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 January 31, 2018

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
February 2, 2018

Certified By: Neil Carney Neil Carney  
Date

*NEW 8*  
*2-8-18*

# District 3 Paving Report

Through January 31, 2018

FY17-18 Budget includes Carryforward from FY16-17 Budget	\$128,555.00
Committed	\$127,736.61

<b>AVAILABLE</b>	<b>\$818.39</b>
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**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/8/2013	Town of Iva	Grading/Drainage	\$45,000.00	\$21,040.24	Incomplete
7/7/2015	Town of Iva	Grading/Drainage	\$16,250.00	\$0.00	Incomplete
7/7/2015	Town of Starr	Grading/Drainage	\$8,000.00	\$5,408.13	Incomplete
7/7/2015	City of Belton	Grading/Drainage	\$55,250.00	\$0.00	Incomplete
Totals:			\$124,500.00	\$26,448.37	

District 3 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$23,379.00		
Totals:			\$23,379.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31, 2018

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
February 2, 2018

Certified By: Neil Carney  
Date

Neil Carney  
2-8-18

# District 4 Paving Report

Through January 31, 2018

FY17-18 Budget includes Carryforward from FY16-17 Budget	\$121,840.00
Committed	\$121,839.75

<b>AVAILABLE</b>	<b>\$0.25</b>
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**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Towns&Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
12/2/2008	Town of Pendleton	Grading/drainage	\$359,862.79	\$359,862.79	3/21/2017
7/7/2015	Town of Pendleton	Grading/drainage	\$39,500.00	\$27,042.93	incomplete
		Totals:	\$399,362.79	\$386,905.72	

		District 4 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$108,388.00		
		Totals:	\$108,388.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31, 2018

Prepared By: Sherry McGraw Roads & Bridges  
Date

Certified By: Neil Carney Neil Carney  
Date

Sherry McGraw  
February 2, 2018

*Now S*  
2-8-18

## District 5 Paving Report

Through January 31, 2018

FY17-18 Budget includes Carryforward from FY16-17 Budget	\$196,150.00
Committed	\$196,148.00

<b>AVAILABLE</b>	<b>\$2.00</b>
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**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

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

District 5 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$196,148.00		
Totals:			\$196,148.00	\$0.00	

We certify that the above information, to the best of our knowledge,  
is up-to-date and is accurate information as of January 31, 2018

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
February 2, 2018

Certified By: Neil Carney  
Date

Neil Carney  
2-8-18

## District 6 Paving Report

Through January 31, 2018

FY17-18 Budget includes Carryforward from FY16-17 Budget	\$18,865.00
Committed	\$8,164.09

<b>AVAILABLE</b>	<b>\$10,700.91</b>
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**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Towns&Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/27/2017	SC 81 Sidewalk Project P027167	SCDOT Reimbursement	\$10,702.91		
		Totals:	\$10,702.91	\$0.00	

		District 6 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$18,867.00		
		Totals	\$18,867.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31, 2018

Prepared By: Sherry McGraw Roads and Bridges  
Date

Certified By: Neil Carney      Neil Carney  
Date

Sherry McGraw  
February 2, 2018

NEWS  
7-8-18

# District 7 Paving Report

Through January 31, 2018

FY17-18 Budget includes Carryforward from FY16-17 Budget	\$114,325.00
Committed	\$109,145.37
<b>AVAILABLE</b>	<b>\$5,179.63</b>

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

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00	\$17,062.91	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$2,482.31	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00	\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00	\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00	\$5,432.98	incomplete
Totals:			\$124,500.00	\$24,978.20	

District 7 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$5,411.00		
Totals:			\$5,411.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31, 2018

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
February 2, 2018

Certified By: Neil Carney  
Date

NEW S  
2-8-18

Conway 220

## BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: 5221 - Roads and Bridges

FROM:		TO:	AMOUNT:
TITLE	Professional Services	TITLE <u>Striping</u>	
ACCT.#	<u>001-5221-000-304</u>	ACCT# <u>001-5221-000-325</u>	<u>3,000.00</u>
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
Total			3,000.00

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

REASON:

This transfer is to cover the expense of striping Cox Rd.

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

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

DEPT. HEAD:

Matt Hogan

DATE:

2/8/18

DIVIS HEAD:

970617012

DATE:

2/12/18

FINANCE:

POUSSIS

DATE:

2-13-18

ADMINISTRATOR:

[Signature]

DATE:

2-14-18

Journal Entry #

[Blank]

DATE:

[Blank]

Council 2-20

## BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Development Standards

FROM:		TO:	AMOUNT:
TITLE	Computer Software	TITLE	Advertising
ACCT.#	5089-000-000-209	ACCT#	5089-000-000-201 850.00
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
Total			0.00

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

### REASON:

The Department has received a very high volume of appeal request for permitting, special exceptions, and special called meetings.

In addition, meetings have been cancelled due to a lack of attendance that required readvertisement and repostings.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

Alesia Hunter

DATE: February 8, 2018

DIVIS HEAD:

Holt Hopkins

DATE: 2/12/18

FINANCE:

Janet Russell

DATE: 2/13/18

ADMINISTRATOR:

[Signature]

DATE: 2/14/18

Journal Entry #

DATE:



## BUDGET TRANSFER

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

DEPARTMENT: Between Departments

FROM:	AMOUNT:	TO:	AMOUNT:
TITLE <u>Health Insurance</u>		TITLE <u>Veterans Affairs</u>	
ACCT# <u>001-5831-000-160</u>	<u>10,890.00</u>	ACCT# <u>001-5391-000-160</u>	<u>5,155.00</u>
		TITLE <u>Family Court</u>	
		ACCT# <u>001-5910-000-160</u>	<u>5,735.00</u>
		TITLE _____	
		ACCT# _____	
		TITLE _____	
		ACCT# _____	
		TITLE _____	
		ACCT# _____	
		TITLE _____	
		ACCT# _____	

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

REASON:

Additional amounts needed for insurance thru 06/30/18

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: J Pressley

ADMINISTRATOR: \_\_\_\_\_

Journal Entry # \_\_\_\_\_

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

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

DATE: 2/14/2018

DATE: 2-14-18

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

## BUDGET TRANSFER

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

DEPARTMENT: Between Departments

FROM:	AMOUNT:	TO:	AMOUNT:
TITLE <u>Health Insurance</u>		TITLE <u>Register of Deeds</u>	
ACCT.# <u>001-5831-000-160</u>	<u>45,390.00</u>	ACCT# <u>001-5059-000-160</u>	<u>820.00</u>
		TITLE <u>Planning</u>	
		ACCT# <u>001-5062-000-160</u>	<u>5,660.00</u>
		TITLE <u>Purchasing</u>	
		ACCT# <u>001-5091-000-160</u>	<u>9,550.00</u>
		TITLE <u>Animal Shelter</u>	
		ACCT# <u>001-5111-000-160</u>	<u>15,435.00</u>
		TITLE <u>Compliance</u>	
		ACCT# <u>001-5181-000-160</u>	<u>2,995.00</u>
		TITLE <u>Communications</u>	
		ACCT# <u>001-5213-000-160</u>	<u>10,930.00</u>

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

REASON:

Additional amounts needed for insurance thru 06/30/18

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: J Pressley

ADMINISTRATOR: \_\_\_\_\_

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

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

DATE: 2/14/2018

DATE: 2 14 18

Journal Entry # \_\_\_\_\_

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

**BUDGET TRANSFER**

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

DEPARTMENT: Between Departments

FROM:	AMOUNT:	TO:	AMOUNT:
TITLE <u>Health Insurance</u>		TITLE <u>Council</u>	
ACCT.# <u>001-5831-000-160</u>	<u>24,415.00</u>	ACCT# <u>001-5011-000-160</u>	<u>3,480.00</u>
		TITLE <u>Administration</u>	
		ACCT# <u>001-5013-000-160</u>	<u>2,580.00</u>
		TITLE <u>Economic Dev</u>	
		ACCT# <u>001-5031-000-160</u>	<u>4,780.00</u>
		TITLE <u>Treasurer</u>	
		ACCT# <u>001-5042-000-160</u>	<u>6,940.00</u>
		TITLE <u>Assessor</u>	
		ACCT# <u>001-5044-000-160</u>	<u>2,190.00</u>
		TITLE <u>Probate Court</u>	
		ACCT# <u>001-5053-000-160</u>	<u>4,445.00</u>

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

REASON:

Additional amounts needed for insurance thru 06/30/18

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: J Pressley

ADMINISTRATOR: \_\_\_\_\_

Journal Entry # \_\_\_\_\_

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

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

DATE: 2/14/2018DATE: 2-14-18

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

## BUDGET TRANSFER

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

DEPARTMENT: \_\_\_\_\_

Between Departments

Employee Benefits to Media

FROM:

TO:

AMOUNT:

TITLE Health Insurance  
ACCT.# 001-5831-000-160

TITLE Professional Services  
ACCT# 001-5013-001-304 15,000.00

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

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

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

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

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

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

Total

15,000.00

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

REASON:

Videographers for TV Station

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DATE:

DIVIS HEAD:

DATE:

FINANCE:

DATE:

ADMINISTRATOR:

DATE:

2-14-18

Journal Entry #

DATE:

## BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: Anderson County Museum

FROM:		TO:	AMOUNT:
TITLE	Printing	TITLE	Food
ACCT.#	001-5064-000-245	ACCT#	001-5064-000-215
			\$252.42
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
Total			0.00

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

**REASON:**

Once a year we invite all volunteers to an appreciation lunch. The total invoice was \$502.42. There was \$250 total in the food line item.

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:

DATE:

DATE:

DATE:

DATE:

## BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Building & Codes (5411)

FROM:	TO:	AMOUNT:
TITLE Training	TITLE Travel	
ACCT.# 5411-000-277	ACCT# 5411-000-279	\$1,000.00
TITLE	TITLE	
ACCT.#	ACCT#	
TITLE	TITLE	
ACCT.#	ACCT#	
TITLE	TITLE	
ACCT.#	ACCT#	
TITLE	TITLE	
ACCT.#	ACCT#	
Total		0.00

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

**REASON:**

To cover cost of flight down to Arthrex in Naples Florida to review their existing building for Building Code Compliance prior to them submitting plans for review for their new building in Anderson County.

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:

DATE:

DATE:

DATE:

DATE:

Anderson County Sheriff's Office:	
January Metrics	
Uniform Patrol	
Average Daily Calls for Service (Jan.)	285
Total Calls for Service (Jan.)	8,839
Total Number of Incident Reports Completed (Jan.)	1,603
Total Number of Arrests (Jan.)	407
Total Number of "Domestic" Incident Reports (Jan.)	100
Total Number of "Unlawful Conduct Towards a Child" Reports (Jan.)	9
Animal Control	
Average Daily Calls for Service (Jan.)	21
Total Calls for Service (Jan.)	632
Total Number of Animals Collected and Transported (Jan.)	178
Total Number of State Arrest Warrants Signed (Jan.)	7
Total Number of County Ordinance Tickets/Warnings Issued (Jan.)	223
Communications Center (Dispatch)	
Average Daily Calls for Assistance (Jan.)	1,384
Total Number of Calls for Assistance (Jan.)	42,901
Records and Judicial Orders	
Total Number of Civil Papers Received (Jan.)	1,344
Total Number of Civil Papers Served (Jan.)	1112
Total Number of Warrants Received (Jan.)	339
Total Number of Warrants Served or Recalled (Jan.)	382
Forensics	
Total Individual Drug Analysis Completed by Chemists (Jan.)	4,180
Total Number of Evidence Pieces Collected (Jan.)	566
Total Number of Evidence Pieces Processed (Jan.)	1,316
Total Number of CSI Calls (Jan.)	323
Total Number of Photos Taken (Jan.)	8,544
Total Number of Finger Prints Collected (Jan.)	293
Detention Center	
Average Daily Population (Jan.)	401
Total Number of Meals Served (Jan.)	35,255
Litter Crew: Total Miles Cleaned/Cleared (Jan.)	29.4

Litter Crew: Total Number of Trash Bags Processed (Jan.)	1,614
Litter Crew: Total Number of Tires Removed (Jan.)	191



# Summary of Work-Related Injuries and Illnesses

**Note: You can type input into this form and save it.**  
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 17



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

## Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>1</u>	<u>15</u>	<u>1</u>	<u>48</u>
(G)	(H)	(I)	(J)

## Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>182</u>	<u>10</u>
(K)	(L)

## Injury and Illness Types

Total number of . . .	
(M)	
(1) Injuries	<u>62</u>
(2) Skin disorders	<u>3</u>
(3) Respiratory conditions	<u>0</u>
(4) Poisonings	<u>0</u>
(5) Hearing loss	<u>0</u>
(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

## Establishment information

Your establishment name Anderson County  
Street 101 S. Main St  
City Anderson State SC Zip 29624  
Industry description (e.g., *Manufacture of motor truck trailers*)

## County Government

Standard Industrial Classification (SIC), if known (e.g., *3715*)

OR 9199

North American Industrial Classification (NAICS), if known (e.g., *336212*)

## Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 982  
Total hours worked by all employees last year 1,761,579

## Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Rusty Burns County Admin.  
Company executive Title

Phone 864 - 260 - 4225 Date 01 / 30 / 2018

Save Input