



**ANDERSON
COUNTY**
SOUTH CAROLINA

Tommy Dunn
Chairman
Council District 5

Ray Graham
Vice Chairman
Council District 3

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Thomas F. Allen
Council District 4

Ken Waters
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Croegaert
Clerk to Council

Rusty Burns
County Administrator

AGENDA
ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
June 5, 2018 at 6:00 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**
2. **RESOLUTIONS/PROCLAMATIONS:**

RESOLUTION

- a. **2018-029:** a resolution to honor and recognize Glenn Holliday
Ms. Cindy Wilson (allotted 5 minutes)
- b. **2018-031:** a resolution to honor project search high school transition Program graduates
Mr. Ray Graham, Ms. Cindy Wilson, Mr. Ken Waters (allotted 5 minutes)

3. **ADJOURNMENT:**

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
June 5, 2018 at 6:30 PM

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Ms. Gracie S. Floyd
3. **APPROVAL OF MINUTES:** May 15, 2018
4. **CITIZENS COMMENTS:** Agenda Matters
5. **BUDGET INFORMATION:** Ms. Gracie S. Floyd (allotted 15 minutes)
6. **NOTES AND SUGGESTIONS ON THE BUDGET:** Ms. M. Cindy Wilson (allotted 10 minutes)
7. **ORDINANCE- THIRD READING:** none
8. **ORDINANCE-SECOND READING:**
 - a. **2018-012:** an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 park) of Anderson and Greenville Counties so as to enlarge the park.
(Project Stryker) Mr. Burriss Nelson (allotted 5 minutes)
 - b. **2018-016:** An Ordinance to adopt the operating and capital budgets of Anderson County for the fiscal year beginning July 1, 2018, and ending June 30, 2019, and to make appropriations for such Anderson County budgets for County ordinary purposes and for other County purposes for which the county may levy a tax other than for Tri-County Technical College purposes; to provide for the levy of taxes on all taxable personal and real estate properties in Anderson County for such County ordinary purposes, including sufficient tax to pay the principal and interest on outstanding indebtedness of Anderson County maturing during said fiscal year; to adopt the operating and capital budgets of Anderson County for the year beginning July 1, 2018, and ending June 30, 2019, and to make appropriations for such Anderson County budgets, for Tri-County Technical College; to provide for the levy of taxes on all personal and real properties in Anderson County on which school taxes may be levied for such Tri-County Technical College purposes; to provide for the levy, assessment and collection of certain other taxes and fees; to provide for the expenditure of said taxes and other revenues coming to the County during said fiscal year. **PUBLIC HEARING-NO TIME LIMITS**
Mr. Rusty Burns

- c. **2018-017**: an ordinance authorizing the execution and delivery of Fee in Lieu of Tax Agreements by and between Anderson County, South Carolina and a company or companies known to the County at this time as Project Avocado with respect to certain Economic Development property in the County, whereby such property will be subject to certain payments in Lieu of Taxes, including the provision of certain Special Source Revenue Credits.

Mr. Burriss Nelson (allotted 5 minutes)

- d. **2018-018**: an ordinance authorizing the amendment of the Infrastructure Credit Agreement heretofore entered into between Anderson County, South Carolina and One World Technologies, Inc. to modify the provisions thereof relating to the ownership of the existing facilities and other provisions therein.

Mr. Burriss Nelson (allotted 5 minutes)

- e. **2018-019**: an ordinance amending Ordinance #99-004, the Anderson County zoning ordinance, as adopted July 20, 1999, by amending certain sections of the zoning ordinance text, specifically Chapter 70, Article 10, Sections 1.2, 1.3, And 3.4 to eliminate fees for Zoning Ordinance or map amendments.

Mr. Jeff Parkey (allotted 5 minutes)

9. **ORDINANCE FIRST READING:**

- a. **2018-021**: an ordinance amending the Zoning Map to rezone +/- 64.17 acres from R-20 (Single-Family Residential) to R-A (Residential Agricultural) at 1215 Brown Road
PUBLIC HEARING-NO TIME LIMITS

Mr. Jeff Parkey (allotted 5 minutes)

- b. **2018-022**: an ordinance to amend Section 38-69 (Certificate of Compliance required; uses exempt from certificate requirements) of the Anderson County, South Carolina Code of Ordinances to provide for an exemption when an existing residential structure is replaced with a residential structure. **TITLE ONLY**

Mr. Tommy Dunn (allotted 5 minutes)

10. **RESOLUTIONS:**

- a. **2018-030**: a resolution expressing intent to cease county maintenance on and to authorize count consent to judicial abandonment and closure of a portion of an unnamed road designated as C-01-0047A.

Mr. Ken Waters (allotted 5 minutes)

11. **REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE MEETING HELD JUNE 5, 2018:**

- a. Executive Session- Duke Energy Solar Proposal
b. Affordable Housing: Renovation and Redevelopment items of concern
c. Due diligence and continued discussion on dispersal of Anderson County Properties
d. Capital Improvement Plan

Ms. M. Cindy Wilson (allotted 10 minutes)

12. **EXECUTIVE SESSION:** Legal Advice regarding opioid litigation

13. **APPOINTMENTS:**

14. **REQUESTS BY COUNCIL:**
Homeland Park Fire Department

All Districts (allotted 14 minutes)

15. **ADMINISTRATORS REPORT:**

- a. Transfers

(allotted 2 minutes)

16. **CITIZENS COMMENTS:**

17. **REMARKS FROM COUNCIL:**

18. **ADJOURNMENT:**

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

RESOLUTION #2018-029

A RESOLUTION TO HONOR AND RECOGNIZE GLENN HOLLIDAY FOR HIS EXTRAORDINARY ACT OF HEROISM; AND OTHER MATTERS THERETO:

Whereas, Glenn Holliday began volunteering as a firefighter in 1978 for the Three and Twenty Fire Department, where he volunteered for 14 years. In 1992, he became the Anderson County District One Fire Commissioner, a role he has been serving for 24 years; and,

Whereas, on Friday, April 27, 2018 on Old Mill Road at Highway 86 in Easley, South Carolina Glenn Holliday was driving when he noticed a single vehicle accident. Glenn pulled over to ensure the driver of the vehicle was ok and to contact 911. He noticed the vehicle was starting to catch fire; and,

Whereas, Glenn proceeded to pull the disoriented 96 year old man out of the burning truck to safety just before the truck became engulfed with flames; and,

Whereas, due to Glenn's quick reaction, determination and training he was able to avert injury to himself and the citizen whom he rescued; and,

Whereas, Glenn continues to demonstrate the core values of fire service: dependability, decisiveness, initiative, integrity, unselfishness, courage, knowledge, loyalty and enthusiasm; and,

The Anderson County Council honors and commends the extraordinary bravery, strength and heroism of Glenn Holliday who single handedly saved the life of a fellow citizen. We are appreciative of your willingness to sacrifice your time and self to protect the citizens of Anderson County.

RESOLVED in meeting duly assembled this 5th day of June, 2018

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

Craig Wooten
District One

Gracie S. Floyd
District Two

S. Ray Graham
District Three

Tom Allen
District Four

Ken Waters
District Six

ATTEST:

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council

RESOLUTION #R2018-031

A RESOLUTION TO RECOGNIZE AND HONOR THE GRADUATES OF THE PROJECT SEARCH HIGH SCHOOL TRANSITION PROGRAM; AND OTHER MATTERS THERETO,

Whereas, Project Search High School Transition Program is a unique, business-led transition program designed for students with developmental disabilities, particularly youth transitioning from high school to adult life; and,

Whereas, students attended the program for a full year of school in the host business, located at AnMed Medical Center; and,

Whereas, the hospital provided access to an onsite classroom staffed by a special education teacher provided by the Anderson County School districts and a job coach provided by the Vocational Rehabilitation to meet the educational and training needs of the students, with support services provided by Anderson County Disabilities and Special Needs Board ;and,

Whereas, in addition to classroom learning, the students mastered core skills through four 10-week internship rotations during the school year. The students acquired competitive, marketable and transferrable employability skills, and

Now Therefore, Anderson County Council does hereby congratulate the graduates of Anderson Project Search 2018 Transition Program: Demaisha Goodson, Tristian Roberts, Jamian Jenkins and Dustin Cain. We are happy to celebrate your hard work, dedication and persistence in becoming successful graduates. We would like to wish each of you great success in your future endeavors.

RESOLVED in meeting duly assembled this 5th day of June 2018.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

Ray Graham
District Three

Ken Waters
District Six

ATTEST:

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
MAY 15, 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: At this time I'd like to call
2 to order the regular Anderson County Council meeting
3 part of our resolution and proclamations of May the
4 15th, 2018. I'd like to welcome each and everyone of
5 you here.

6 At this time we'll start with 2(a) Resolution 2018-
7 027. If you would I'll ask Vice Chairman, Mr. Graham,
8 to proceed with this.

9 RAY GRAHAM: Thank you, Mr. Chairman.
10 This is in reference to a resolution to recognize and
11 honor Mr. Jeff Maxey as 2019 South Carolina Teacher of
12 the Year and other matters thereto.

13 **WHEREAS**, Mr. Maxey initially began his career in
14 the community serving as a minister. While serving in
15 this role Mr. Maxey was invited to attend school
16 classrooms to provide guidance and assistance to the
17 students who needed help in gaining a better
18 understanding of loss. As a result of his experience
19 working with students Mr. Maxey became inspired to
20 become a teacher; and

21 **WHEREAS**, after earning a Bachelor of Arts Degree
22 from Western Kentucky University and a Master of Arts
23 in Teaching-Learning and Behavior Disorders from
24 Spalding University, Jeff was on the path to teach
25 inner city middle school students. Jeff spent 8 years
26 as the National Director of Education and Training in
27 North Africa. He was responsible for conducting
28 research based studies and leading the development of
29 teacher training materials. Additionally, he provided
30 training, mentoring and teaching to educators; and

31 **WHEREAS**, Jeff is a Special Education Resource
32 Teacher at Starr Elementary in Anderson School District
33 Three where he has been teaching for four years. Jeff
34 also dedicates time to serve as The Special Education
35 Department Head, District Teacher Trainer, District
36 Evaluator and a Master Teacher Mentor, and

37 **WHEREAS**, on May 2, 2018 The South Carolina Teacher
38 of the Year Gala was held in Columbia, South Carolina
39 at the Columbia Metropolitan Convention Center. During
40 this event Mr. Maxey was chosen as the 2019 South
41 Carolina Teacher of the Year. He will serve for one
42 year as an ambassador of educators. In this role he
43 will provide mentoring, attend speaking engagements,
44 work with teacher cadets and teaching fellows, lead the
45 State Teacher forum and serve as a spokesman for over
46 50,000 educators; and

47 **Now, Therefore**, the Anderson County Council wishes
48 to recognize and honor Jeff Maxey who passionately
49 serves the children and families of our community. We
50 appreciate your dedication, your leadership, and

1 personal commitment to our youth who need guidance and
2 support. We are happy to celebrate your recognition
3 and distinction as 2019 South Carolina Teacher of the
4 Year.

5 Resolved in a meeting duly assembled this 15th day
6 of May, 2018.

7 Mr. Chairman, I bring this in form of a motion.

8 TOMMY DUNN: Motion, second Ms. Wilson.

9 Motion Mr. Graham. Any discussion? Ms. Wilson?

10 CINDY WILSON: It's so unbelievable in this
11 day and age of people struggling to get ahead and
12 questing for wealth and fame to have someone in our
13 midst to be honored in this way of giving up the
14 opportunities to make lots of money in order to serve
15 children who really have intelligence but have such a
16 difficult way of learning the way a lot of us learn.
17 That is so rare. So thank you, Mr. Maxey.

18 TOMMY DUNN: Anyone else?

19 RAY GRAHAM: Mr. Chairman, if I may. Mr.
20 Maxey, I just read ??? with your dedication and
21 commitment you bring to Anderson School District 3.
22 And it's definitely a privilege, especially with me
23 having a daughter going to that school. She definitely
24 looks up to you. Since this has occurred, I mean, it's
25 unreal the talk in the community about how much value
26 you bring to our school district. And it's great to
27 see our school district recognized. And it's
28 definitely an honor and privilege to see you recognized
29 for this achievement. Thank you.

30 TOMMY DUNN: I'd also like to echo Mr.
31 Graham congratulate you and want to thank you very much
32 for what all you do for the citizens and students of
33 Anderson County, especially District 3. They're very
34 fortunate to have someone like you teaching them and
35 leading them and mentoring them. We're very fortunate
36 and hope you're around much more to keep doing this.

37 All in favor of the vote show of hands. Show the
38 motion carries unanimously. Mr. Graham.

39 RAY GRAHAM: Mr. Chairman, Mr. Maxey, if
40 you could, you and your wife and the staff come up here
41 and we'll recognize you.

42 **(PRESENTATION OF RESOLUTION)**

43 TOMMY DUNN: Mr. Graham.

44 RAY GRAHAM: Mr. Chairman, if I may.

45 Also, and I apologize for not doing it earlier, but I
46 want to recognize Ms. Hipp, the Superintendent of
47 School District 3. And also, Ms. Davis, the principal,
48 for Starr Elementary. Definitely without y'all's
49 support we would not have the teachers we have in our
50 District. And we definitely thank y'all for everything

1 you guys do as well.

2 TOMMY DUNN: Thank y'all.

3 We're going to move on now to Resolution (b)
4 Proclamation. And this will be National Safe Boating
5 Week. Couldn't come at a more fitting time. Mr.
6 Allen.

7 TOM ALLEN: I was going to say, this is
8 very apropos today that I get to read this.

9 National Safe Boating Week Proclamation.
10 For nearly 90 million Americans, boating continues to
11 be a popular recreational activity. From coast to
12 coast and everywhere in between, people are taking to
13 the water and enjoying time together boating, sailing,
14 paddling and fishing. During National Safe Boating
15 Week, the U.S. Coast Guard and its federal, state and
16 local safe boating partners encourage all boaters to
17 explore and enjoy America's beautiful waters
18 responsibly.

19 Safe boating begins with preparation. The Coast
20 Guard estimates that human error accounts for 70
21 percent of all boating accidents and that life jackets
22 could prevent more than 80 percent of boating
23 fatalities. Through basic boating safety procedures --
24 such as carrying lifesaving emergency distress and
25 communications equipment on board, wearing life
26 jackets, attending safe boating courses, participating
27 in free boat safety checks, and staying sober when
28 navigating -- we can help ensure boaters on America's
29 coastal, inland, and off shore waters stay safe
30 throughout the season.

31 National Safe Boating Week is observed to bring
32 attention to important life-saving tips for
33 recreational boaters so that they can have a safer,
34 more fun experience out on the water throughout the
35 year.

36 **WHEREAS**, on average, 650 people die each year in
37 boating-related accidents in the U.S. Approximately 80
38 percent of these fatalities caused by drowning; and

39 **WHEREAS**, the vast majority of these accidents are
40 caused by human error or poor judgment and not by the
41 boat, equipment or environmental factors; and

42 **WHEREAS**, a significant number of boaters who lose
43 their lives by drowning each year would be alive today
44 had they worn their life jackets.

45 **THEREFORE**, Anderson County Council, do hereby
46 support the goals of the Safe Boating Campaign and
47 proclaim May 19-25, 2018 as National Safe Boating Week
48 and the start of the year-round effort to promote safe
49 boating.

50 In Witness Whereof, I urge all those who boat to

1 practice safe boating habits and wear a life jacket at
2 all time while boating.

3 Resolved in a meeting duly assembled this 15th day
4 of May, 2018.

5 And I put that in the form of a motion, Mr.
6 Chairman.

7 KEN WATERS: Second.

8 TOMMY DUNN: Motion Mr. Allen, second Mr.
9 Waters. Any discussion? All in favor of the motion
10 show of hand. Show the motion carries unanimously.
11 Moving on to Item number 2(c) Proclamation of Great
12 American Clean-up. I believe Ms. Wilson's got that, if
13 you would.

14 CINDY WILSON: Thank you, Mr. Chairman.
15 This is to recognize all the wonderful people who
16 turned out to help clean up.

17 **WHEREAS**, Anderson, South Carolina recognizes the
18 importance of providing a safe, clean environment for
19 all citizens of Anderson County, and

20 **WHEREAS**, many clean-up efforts in Anderson County
21 take place throughout the year, but March begins a
22 concentrated community based program. There were 849
23 bags of roadside trash collected countywide, and

24 **WHEREAS**, the Great Anderson County Clean-up event
25 was held on Saturday, April 21, 2018 from 8 am to 12 pm
26 throughout several areas of Anderson, and

27 **WHEREAS**, staff, friends, families and various
28 volunteer groups from all over the community gathered
29 to assist in the removal of trash and debris,
30 collecting a total of 1425 bags of trash and litter and
31 75 used tires, and

32 NOW THEREFORE, we, the Anderson County Council of
33 Anderson, South Carolina, do hereby proclaim April 21,
34 2018 a successful Great Anderson Clean-up.

35 Further, we urge all citizens to unite and continue
36 cleaning up our neighborhoods and communities in
37 collective efforts of making Anderson County a clean,
38 safe and litter free environment to promote the well
39 being of our communities for future generations.

40 And, Mr. Chairman, may I put that in the form of a
41 motion?

42 TOMMY DUNN: You may. We have a second?
43 Second Mr. Allen. Any discussion?

44 I'd just like -- like I did a few meetings ago,
45 just want to again thank all the citizens that helped
46 out this Great American -- Anderson County clean up.
47 And all the employees. I think they went beyond what
48 was expected of them. Great job they done that
49 weekend, getting out and working and doing that and
50 trying to take pride in the county and keeping it

1 clean. Ms. Wilson.

2 CINDY WILSON: Well, our Ms. Porter, who is
3 our wonderful educator, came to our community clean-up,
4 brought her mother and her little daughter, Nora, and
5 that little girl outworked probably any two of us
6 adults for a while and then she commenced to picking
7 wild flowers. So -- but it was a very interesting day
8 and it looked clean for a few days and we've had people
9 out trashing us again. I don't know what the answer's
10 going to be, but I hope we can all put our heads
11 together. Perhaps a little punishment might go a long
12 ways. Thank you.

13 TOMMY DUNN: All in favor of the motion
14 show of hands. All opposed like sign. Show the motion
15 carries unanimously.

16 That will conclude this part of the meeting. We'll
17 reconvene back at 6:30.

18

19 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:15 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
MAY 15, 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 meeting of the Anderson County Council of
3 May 15, 2018 to order. Welcome everyone here.
4 Appreciate you coming out.

5 At this time I'd like to ask us all to rise for
6 Invocation and Pledge of Allegiance by Councilman Ken
7 Waters.

8 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY KEN WATERS)**

9 TOMMY DUNN: At this time, are there any
10 corrections to be made to the May 1, 2018 regular
11 Council meeting? Any? We have a motion to move
12 forward?

13 CINDY WILSON: May I make the motion that
14 we approve the minutes as written for the May 1st
15 meeting?

16 TOMMY DUNN: Have a motion Ms. Wilson
17 approval. Second?

18 TOM ALLEN: Second.

19 TOMMY DUNN: Second Mr. Allen. All in
20 favor show of hands. Got something? Sorry. Wait a
21 minute. We got something, Ms. Floyd.

22 GRACIE FLOYD: I was trying to ???. On
23 page 18 of the minutes, there is something left out
24 that I said and that should be -- the word bill should
25 go in there. And on page -- the last page of the
26 agenda, ???

27 TOMMY DUNN: Minutes, you mean.

28 GRACIE FLOYD: The minutes, yes. I think
29 the timing is wrong. It says the meeting adjourned at
30 6:32 PM. Adjourned. Am I wrong about that?

31 TOMMY DUNN: Shouldn't have been. Not at
32 6:30. We just got started at 6:30. We was pretty
33 quick, but I don't think it was two minutes quick.

34 GRACIE FLOYD: I think that needs to be
35 corrected because that is documented.

36 CINDY WILSON: That's true.

37 GRACIE FLOYD: And the fact that it was
38 left out what I said about that bill that was in the
39 House, that's standing in the House. I remember saying
40 the name of the bill because I couldn't think of ???,
41 but the number of the bill was left out and I can't
42 remember that now.

43 TOMMY DUNN: With those -- I make the
44 motion that we correct the minutes and state what Ms.
45 Floyd said. We'll get after the meeting and let Ms.
46 Floyd correct that if that's all right with everybody.
47 I put that in the form of a motion.

48 CINDY WILSON: Second.

49 TOMMY DUNN: Second Ms. Wilson. Now all
50 in favor of the motion show of hands. Thank you.

1 Thank you, Ms. Floyd.
2 Now, Citizens Comments.

3 LEON HARMON: Mr. Chairman, no one is
4 signed up at this time.

5 TOMMY DUNN: Okay. Thank you, Mr.
6 Harmon. Things happen.

7 Number 5, Presentation from the Delta Sigma Theta
8 organization. If y'all would step forward. I think it
9 might be best if you want to behind Mr. Burns. Mr.
10 Burns, make sure she gets it on and everything suits
11 her. Little bit quicker next time or you're going to
12 lose your -- we'll give that job to somebody else now.
13 It's not yours for life. Okay. Go ahead.

14 TRACY RICHARDSON: Good evening. My name is
15 Tracy Richardson. I am the Chapter President for
16 Anderson Alumnae Chapter of Delta Sigma Theta Sorority
17 Incorporated. And so, just to give you a quick
18 background. Our sorority -- our Chapter is a part of
19 the National Sorority. We have over 250,000
20 predominantly African American college educated women
21 throughout this country as well as Japan and other
22 countries. We -- our programatic thrust is to focus on
23 public service. And so we are committed to public
24 service.

25 One of the things that I wanted you all to know is
26 that the Anderson Alumnae Chapter has been around since
27 May 19, 1978. And during that time we started our
28 initiatives looking at assisting individuals, the least
29 of these in the community, with, for example, political
30 awareness and involvement. And so what that entails is
31 that we have programs that focus on registering
32 individuals to vote. And not only vote in a
33 presidential election, but to vote in the primary
34 elections as well. Because the bottom line is that
35 politics is local and it is very important for our
36 citizens to vote on a local level and not just when
37 it's time for president.

38 And so we -- our organization is in line with the
39 national organization. So we're non-partisan and so
40 what we do in educating citizens about political
41 involvement awareness is to educate them about the
42 issues. Who is running, what their views are. And so
43 we have political forums. We have legislative
44 breakfasts. Matter of fact I think several of you have
45 been invited in the past and several of you have come
46 in the past to some of our political awareness events.
47 Again, registering individuals to vote.

48 Something else that we focus on as well is
49 expungement. So we are working with our local
50 probation, pardon and parole and developing programs or

1 having programs in the community to look at the
2 expungement process and educating the community about
3 that.

4 Every year -- because South Carolina still remain,
5 I want to say in the top five as it relates to domestic
6 violence and women being killed by their intimate
7 partners, we hold domestic violence forums in the
8 community. We also have the human trafficking forums
9 and we partner with Clemson University. Clemson
10 University has a sorority on campus, Omicron Phi. And
11 so we partner with them and have our human trafficking
12 forum every year. The I-95 -- going down the
13 interstate of I-95, you have Atlanta on one side, you
14 have Charlotte on the other. South Carolina is sitting
15 right there in between and there's a lot of human
16 trafficking going on in both of those states and it
17 does matriculate its way into our area; Greenville,
18 Spartanburg, even Anderson County.

19 Something else that we focus on is physical and
20 mental health. There is a problem with increasing
21 individuals with signs or symptoms of depression.
22 Anderson, which is a part of the Upstate, also has a
23 higher prevalence of suicide completions, which is --
24 statistically has shown to be the case. And so one of
25 the things that we have done is we have held health
26 forums. We had a community health forum actually at
27 the Westside Community Center a couple of years ago and
28 that's where we educated the community on not only
29 mental health, but also physical health, and the
30 importance of eating healthy and taking care of
31 yourself, just as a shameless plug I would say.

32 But one of the things that our sorority will be
33 doing on May the 26th right here at the Anderson County
34 Library -- we will have mental health first aid
35 training for the community. And I know that United Way
36 does mental health first aids in the community right
37 now, but our chapter is having a training and this
38 particular training is free and available to the
39 community. So we will be doing that particular
40 training just to assist lay persons with understanding
41 some of the signs and symptoms of mental health, as
42 well as suicide. So if a loved one or a friend comes
43 to them, they'll know what to do and what they are
44 actually dealing with, at least some perspective on it.

45 Something else that we also do, we are part of
46 Saturday Servant and what that actually -- with
47 Saturday Servant, we feed the homeless and those who
48 need food on Saturdays in the month of October. And so
49 our sorority has taken on that. And during that time
50 we also provide hygiene items to the individuals.

1 Coats, gloves, hats, those different type of clothing
2 for them.

3 Something else that Delta does, as well, that I'm
4 real proud of is that we have an educational
5 programatic thrust and within that we have our Delta
6 gyms, and our Delta academy. And these are two
7 programs, Delta gyms focus on mentoring young ladies
8 that are high school age. And so we serve as mentors
9 to them throughout the three counties we serve. We
10 service Anderson, Oconee and Pickens County. And so we
11 mentor to young ladies. We also mentor to young girls
12 in elementary schools with our Delta Academy program.
13 And one of the things that we also do as far as helping
14 our future, which are our children. And that is that
15 we provide scholarships to our youth in the community.
16 The Jabberwock is one way that we do that and have been
17 doing that for many, many years. And we also have May
18 week, and that's another way that we give back as far
19 as scholarships to young women, as well as young boys.

20 Now, what the community may not know is that we
21 have given over, since 1978, we have given over a
22 million dollars in scholarships to students who were
23 attending higher education, whether that's two year or
24 four year colleges. So we're certainly proud of that.
25 You know, not to be so long-winded, but I just wanted
26 to give you just a snapshot of how active we are in the
27 community. We are again, doctors, lawyers, counselors,
28 business owners, we are voters, we are advocates for
29 the least of these. We are assertive women who are
30 about knowing what the issues are, educating ourselves
31 on that as well as educating others on that and so
32 that's something that we are -- I'm certainly proud of
33 being President of the chapter.

34 I will say that just on a personal note, you know,
35 I've been with the Department of Mental Health for
36 twenty-four years. And I'm also the first trained
37 Crises Counseling program trainer for the state of
38 South Carolina, which means I was trained by FEMA. I
39 am a FEMA trainer trainer in the event of a disaster
40 and I'm Department of Homeland Security trained. But
41 all of that I am a Delta. And so, certainly I'm proud
42 of that.

43 I do want to say that I appreciate the work that
44 each of you do for the community. We have to have
45 individuals who are a voice for our community and a
46 voice for people to make sure that the right thing is
47 done. The Bible states that the poor will always be
48 among us. And because of that we do have a spiritual
49 responsibility in making sure that their needs are at
50 least addressed, heard and taken care of working with

1 them. Not saying doing it for them, saying working
2 with them.

3 So in closing, I do just want to take a point of
4 special privilege to present to our soror, Gracie
5 Floyd, a small token of our appreciation for her
6 service that she's did to the Anderson community and we
7 do appreciate the work that she's doing for Anderson
8 County and we appreciate her support of Delta Sigma
9 Theta.

10 GRACIE FLOYD: Thank you.

11 TOMMY DUNN: I'd just like to say we
12 appreciate what y'all do for the community. Appreciate
13 -- I believe you've been part of our criminal justice
14 thing coming up and we really do appreciate you
15 participating in that and look forward to working with
16 you on that very much.

17 Ms. Floyd, you have anything you want to add before
18 we move on?

19 GRACIE FLOYD: I thank you for that, Tracy.
20 These are my sorors. I've heard about the work that
21 Tracy -- I can't think of your last name.

22 TRACY RICHARDS: Richardson.

23 GRACIE FLOYD: I know about the work that
24 you are doing. And Brandy is my special-- she's my
25 special. Known her for a long time. We have been in
26 the organization, but I am proud, I am proud of my
27 sorority and I am proud of the work that they do. And
28 I hope that I am an extension of it. Thank you.

29 TOMMY DUNN: Thank y'all.

30 Moving on now to Item number 6, Discussion on
31 Housing, our own Ms. Hunter. Ms. Hunter.

32 ALESIA HUNTER: Thank you, Mr. Chair. I
33 have with me this afternoon Mr. Chris Hill. He's
34 president of Scout Realty. And Mr. Hill has come to my
35 office -- came to my office maybe two weeks ago and
36 presented me with a plan of some housing that he would
37 like to propose for Anderson. I don't know if you saw
38 the paper. He made the front page of the Greenville
39 News today, I think it was today. And he's here to
40 share with you some of his visions of what he would
41 like to present to Anderson and some of the ideas in
42 terms of affordable housing. He does ??? development.

43 So I'd like to introduce Mr. Hill. Again, he's
44 with Scout Realty Group. It's a land development and
45 site acquisition company. He's based out of Greenville
46 and he specializes in residential and urban in-fill and
47 mixed use communities. They were founded in 2003 and
48 since then he's been involved with more than 20
49 communities throughout the Southeast. And in 2017,
50 Scout started and began a place to increase their focus

1 on developing and building communities for affordable
2 housing.

3 And prior to establishing Scout, Chris is a
4 graduate of University of South Carolina Law School.
5 And he's been practicing law for approximately thirteen
6 years and he's focused on real estate. Chris also owns
7 a sales and marketing company that's focused on a
8 destination of resort real estate and represented at
9 some of the largest building in the U.S. in land
10 development area. So Chris is active with the ULI and
11 has been a guest instructor at Clemson University for
12 their masters of real estate development program. So
13 at this time I will turn it over to Mr. Hill to address
14 the Council. Thank you.

15 TOMMY DUNN: Thank you, Ms. Hunter.

16 GRACIE FLOYD: Mr. Chairman, before he
17 starts would you like to go to the podium?

18 TOMMY DUNN: Whatever's comfortable for
19 you. Whatever's comfortable for you. If you're good.
20 Okay.

21 CHRIS HILL: I appreciate the
22 opportunity. I did come over I guess a few weeks ago
23 to speak with Alesia. And so in the Greenville market,
24 I'm developing market rate lots that I sell to the D.L.
25 Hortons of the world, the mongos of the world, those
26 kinds of guys. And what we have figured out is to put
27 a lot of the ground, curb, gutters, sewer, roads,
28 etcetera, you're every bit of twenty-five to twenty-
29 seven thousand dollars. And that's before you buy the
30 land, before you pay your interest for the money you
31 borrowed to do these deals. And so, we were having
32 trouble trying to bring anything to the market where we
33 could sell lots at a price where you could put a house
34 under a hundred and eighty, a hundred and ninety
35 thousand dollars.

36 Just by chance I had a property in Clemson that I
37 bought from Milliken. I sold that to a student housing
38 group and they asked, we've got some property in
39 Greenville, would you be interested in buying it? It
40 was around Judson Mill and it was some old mill
41 property with lots off of existing roads,
42 infrastructure in place, and that was sort of the
43 genesis of starting to do the affordable housing.

44 And so, I have continued that model in multiple
45 places. I'm currently selling lots that I can develop
46 without full infrastructure, but where I can find road
47 frontage in an area where DOT doesn't control the
48 roads, because DOT does not like curb cuts. But we're
49 selling lots in Woodruff; we're selling lots in Duncan.
50 We are -- as far as Mary Black Hospital area in

1 Spartanburg, I'm in Greenwood. I have two communities
2 in Anderson. However, both of those were sites that I
3 bought partially developed. I bought Oak Hill, which
4 is, I guess, right off Clemson Boulevard.

5 TOMMY DUNN: And Market Place.

6 CHRIS HILL: Eighty-two lots. And then I
7 bought a small seventeen lot subdivision in Homeland
8 Park area that we're currently selling homes starting
9 in the one twenty's, one twenty-fives.

10 So I think I'm here today really to say, I'm
11 actively looking in this market. And what I would just
12 ask is as we bring things in front of Alesia and we
13 bring, you know, hopefully opportunities in front of
14 you guys to see, help me think outside the box on ways
15 we can achieve things that will still allow us to do
16 lots that I can sell to my builder and we can, you
17 know, get something in that's not a hundred and sixty
18 and a hundred and seventy.

19 It has amazed me to watch, for instance, in
20 Woodruff I bought nineteen lots in the last subdivision
21 developed in Woodruff, 1992. And they have set there
22 every since. I bought the last nineteen lots. We went
23 in, we put them on the website, we started selling and
24 we sold all nineteen and have started all nineteen
25 homes within sixty days. And this is really not an
26 anomaly. Where we're going is a very under-served area
27 typically. Not necessarily -- you know, Homeland Park
28 area for instance, is not -- we're not going there
29 specifically because the lots are cheaper but really
30 because you've got quite a few renters and the programs
31 we're seeing with the builders I'm working with, people
32 can end up buying these homes really close to or
33 sometimes under what they're renting some really poor
34 rentals for. So I think it's a mutually beneficial,
35 you know, solution that if we can all figure out a way
36 to deliver these lots everybody wins.

37 TOMMY DUNN: Very well could be. Look
38 forward to hearing more from you.

39 Yes, sir. Ms. Wilson. I'll get you in a minute.
40 Ms. Wilson, I come to you. Ms. Wilson.

41 CINDY WILSON: Did you say you work with D.
42 R. Horton?

43 CHRIS HILL: I did some -- I have
44 actually sold them some lots and I've also done some
45 land acquisition. Yes, ma'am.

46 CINDY WILSON: Well, I'm not very fond of
47 the quality they build, but we do have a lot of
48 opportunities coming up with our neighborhood
49 improvement program with lots that have been cleaned
50 up. Those will start being available next year, I

1 believe. And we have a lot of housing over in the
2 Pelzer and Williamston area. A lot of the old mill
3 hill that if we had a good builder to go in and take up
4 some of those lots and restore some of those houses,
5 they are highly marketable and a lot of good things
6 going on. But we do want to encourage good
7 development. Be glad to help you in that regard.

8 CHRIS HILL: Thank you.

9 TOMMY DUNN: Ms. Floyd.

10 GRACIE FLOYD: Thank you. I met Mr. Hill
11 last week or the week before last, I can't remember
12 which one now. But I met him and I went on a ride with
13 him throughout the area that he is planning on having
14 these houses. He's planning on building these houses.
15 I was so -- I was just elated when I saw them. Those
16 houses are beautiful. I have been talking about them,
17 but I wanted him to come here today and talk to us
18 because this is one of the things that we need in
19 Anderson County. It's called affordable homes. I have
20 been so excited about it that -- I'm not a realtor but
21 I have carted some of my friends screaming and
22 scratching and clawing over there off of the highway
23 near the Fairgrounds to the houses that you're building
24 over there. And they were amazed. Some of the men
25 that went with me got out and looked at them and all of
26 that.

27 But I told them the part that really got to me when
28 you said that some of those houses will cost them less
29 than what they're paying for rent now. And I think
30 that's a -- I think that's the thing that's going to
31 grab a lot of people to live well, to live better, in
32 affordable homes in nice communities. And Chris --
33 that's what I've been calling you now -- Chris, thank
34 you for coming and thank you for what you're doing to
35 Anderson, not only in my area, but what could happen
36 all over Anderson.

37 CHRIS HILL: Yes, ma'am. And just as one
38 more point, so there's almost -- there's a niche of
39 people that really are getting left out a little bit.
40 We don't do subsidized housing. So there are the
41 people that can buy subsidized and then there's that
42 little bit above that where these guys don't have any
43 housing available and then there's the one seventies.
44 So we're trying to serve that niche in between where it
45 is a -- you know, we're not asking Anderson to help
46 give us money to ---

47 GRACIE FLOYD: I know, I know.

48 CHRIS HILL: We are asking Anderson ????
49 a little bit of help on, you know, roads, etcetera.
50 Nothing that would ever jeopardize safety or anything

1 like that.
2 TOMMY DUNN: Understand. Look forward to
3 hearing from you. Thank you for coming out tonight.
4 GRACIE FLOYD: Thank you for coming, Chris.
5 TOMMY DUNN: Moving on now. Item number
6 7(a) Ordinance Third Reading. Ordinance 2018-007 an
7 ordinance amending the Zoning map to rezone +/- 3.3
8 acres from R-M7 (Multi-Family Residential) to C-3
9 (Commercial) along Hwy 24 and Welborn Street.
10 This is third reading. We've had this, we've had a
11 public hearing on this. I'll make the motion we move
12 this forward.
13 CINDY WILSON: Second.
14 TOM ALLEN: Second.
15 TOMMY DUNN: Second Mr. Allen. Any
16 discussion? All I'd like to say is I want to
17 appreciate the work the Collins have done with the
18 community over there. I know they wasn't exactly
19 happy, but nobody's here. Going back to that first
20 meeting, it proves to show you you can work and try to
21 come to a compromise. Appreciate y'all doing that and
22 trying to work with that and I know what y'all have
23 done in the past has been blessing and good to the
24 community. Appreciate y'all very much for doing that
25 and taking the initiative to try to work with them.
26 TOM ALLEN: Mr. Chair.
27 TOMMY DUNN: Mr. Allen.
28 TOM ALLEN: I'd like to echo those
29 comments, too. I think you did a great job working
30 with the folks out there, the residents to get this
31 worked out and I want to thank you for that.
32 TOMMY DUNN: All in favor of the motion
33 show of hands. All opposed like sign. Show the motion
34 carries unanimously. Thank y'all again.
35 Moving on to Item number 8 -- I'm sorry. 7(b)
36 2018-011 this is an ordinance establishing the terms
37 and conditions upon which non-exclusive franchise may
38 be granted to private ambulance services operating.
39 This will be a public hearing. Anyone wishing to speak
40 to this, please step forward and state your name and
41 district and address the Chair please. Anyone at all?
42 Hearing or seeing no one public hearing will be closed.
43 Mr. Graham.
44 RAY GRAHAM: Thank you, Mr. Chairman.
45 This is in reference to ordinance 2018-011. This is an
46 ordinance establishing the terms and conditions upon
47 which non-exclusive franchise may be granted to private
48 ambulance services operating within Anderson County for
49 non-emergency patient transport, establishing the
50 procedures for applying for such franchises, the

1 payment of franchise fee, the period of operation
2 granted by such franchise, renewal procedures and the
3 standards applicable for such franchise, establishing
4 appeal procedures for denial of a franchise
5 application, discipline of a franchise, denial of a
6 renewal of a franchise, or the termination or
7 restriction of franchise rights, establishing penalties
8 for violation of this ordinance. Basically the only
9 thing we've added in this is the actual fee which is
10 five hundred dollars for this franchise fee. And
11 Public Safety Committee just feels that that's enough
12 for people to put some skin in the game to actually
13 request a franchise opportunity here in Anderson.

14 TOMMY DUNN: Coming from Public Safety
15 Committee doesn't need a second. Are there any
16 discussion?

17 GRACIE FLOYD: I have one, please.

18 TOMMY DUNN: Ms. Floyd.

19 GRACIE FLOYD: The five hundred dollar fee
20 that you just put in, is that a fee that was approved
21 by Council or is it one that ---

22 TOMMY DUNN: That's what we're asking to
23 vote on tonight, to approve it.

24 GRACIE FLOYD: Okay. But we voted on the
25 fee as well as the ordinance itself.

26 TOMMY DUNN: Yes, ma'am.

27 GRACIE FLOYD: Okay.

28 TOMMY DUNN: This is going to affect
29 nobody that's in Anderson now. This is just to protect
30 us -- really not only protects us but protects existing
31 ambulance providers to let somebody come in and just
32 take over our service, plus having a little bit of
33 control. Most other counties have already got
34 something in place. We're just trying to play catch-up
35 if something or other happens. All in favor of the
36 motion show of hands. All opposed like sign. Show the
37 motion carries unanimously.

38 There are no second readings at this time.

39 We'll go on to Item number 9(a) Ordinance First
40 Reading 2018-017 an ordinance authorizing the execution
41 and deliver of Fee in Lieu of Tax Agreements by and
42 between Anderson County, South Carolina and a company
43 or companies known to the County at this time as
44 Project Avocado with respect to certain Economic
45 Development property in the County, whereby such
46 property will be subject to certain payments in Lieu of
47 Taxes, including the provision of certain Special
48 Source Revenue Credits.

49 Mr. Nelson, you have anything you want to add or
50 say?

1 BURRISS NELSON: ?? (inaudible).
2 TOMMY DUNN: Yes, sir. We have a motion
3 to move this forward?
4 KEN WATERS: So moved.
5 TOMMY DUNN: Motion Mr. Allen, second Ms.
6 Wilson. Now discussion.
7 GRACIE FLOYD: Yes.
8 CINDY WILSON: Just a real quick question.
9 TOMMY DUNN: Let Ms. Floyd. She has the
10 floor. Then we'll go to you. Ms. Floyd.
11 GRACIE FLOYD: Thank you. I would like to
12 explain this as I understand it because I think it's a
13 -- from what I can see and hear today and this
14 afternoon, I think it's a good project, but you're
15 going to have trouble understanding what it is.
16 Southern -- well, you're going to have problems
17 understanding what it is. But I'm going to explain it
18 to you without going into a whole lot of details.
19 Think about the tower, the cell tower for the
20 telephone. Okay. These people are going to do the
21 same thing on these open areas agricultural land. It's
22 a solar system and the energy or whatever they call
23 what comes into the solar system will be sold to Duke
24 Power. Duke Power on -- then will -- I understand that
25 it may not lower our energy bills that much, but it's
26 hoped that it will help it from going up as it is bound
27 to be ?? (switched to next audio file) everything
28 that's going on. Did I explain that correctly? Okay.
29 Good. But you need to know what we're talking about
30 sometimes up here. And I just wanted to offer that.
31 Thank you, Mr. Chair.
32 TOMMY DUNN: Thank you. Ms. Wilson.
33 CINDY WILSON: Thank you, Mr. Chair. I
34 talked with Mr. Nelson earlier today. Did we ever find
35 out the difference in the millage rates between the
36 properties?
37 BURRISS NELSON: ?? (Inaudible).
38 CINDY WILSON: Okay. Well, we do use
39 buckets on the farms.
40 BURRISS NELSON: I'm sorry.
41 CINDY WILSON: The other question the
42 resolution and inducement agreement, which is the
43 inducement agreement listed other projects, but the fee
44 in lieu of and special source revenue credit agreements
45 didn't list all of them. And you were explaining to me
46 that by the time we get to the third reading we'll have
47 all of them.
48 BURRISS NELSON: Well, they'll be
49 incorporated in a multi-county park agreement. These
50 are large enough that they can qualify for negotiated

1 fee based on their complete -- their total size of
2 capital investment.

3 CINDY WILSON: Okay. Thank you.

4 TOMMY DUNN: Any more discussion? All in
5 favor of the motion show of hands. All opposed like
6 sign. Show the motion carries unanimously.

7 Thank you, Mr. Nelson.

8 BURRISS NELSON: Thank you. Thank you for
9 supporting this.

10 TOMMY DUNN: Moving on to Item number (b)
11 2018-018 an ordinance authorizing the amendment of the
12 Infrastructure Credit Agreement heretofore entered into
13 between Anderson County, South Carolina and One World
14 Technologies, Inc. to modify the provisions thereof
15 relating to the ownership of the existing facilities
16 and other provisions therein. Do we have a motion to
17 move this forward?

18 CINDY WILSON: So moved.

19 TOMMY DUNN: Motion Ms. Wilson. We have
20 a second? Second Mr. Graham. Any discussion?

21 Mr. Nelson, you have anything you'd like to add?

22 BURRISS NELSON: Nothing other than this is
23 just cleaning up a little bit of the language that is
24 in our previous agreement for that project and it
25 allows them to get full advantage of the incentive
26 package.

27 TOMMY DUNN: All in favor of the motion
28 show of hands. All opposed like sign. Show the motion
29 carries unanimously. Thank you.

30 BURRISS NELSON: Thank you.

31 TOMMY DUNN: Moving on now, Item number
32 (c) 2018-019 an ordinance amending Ordinance #99-004
33 the Anderson County zoning ordinance, as adopted July
34 20, 1999, by amending certain sections of the zoning
35 ordinance text, specifically Chapter {30} 70 Article
36 10, Sections 1.2, 1.3, and 3.4 to eliminate fees for
37 Zoning Ordinance or Map amendments.

38 This is coming from the Planning and Works
39 Committee -- Planning and Public Works Committee. It
40 doesn't need a second when we get to it, but this was
41 in her -- in the report for that, but this is moved up
42 here so this will not be -- we're going to cover this
43 now. Ms. Wilson.

44 CINDY WILSON: Thank you. You've basically
45 described it perfectly. Ms. Myers and Dr. Parkey
46 presented us with this item at our meeting and it had
47 already been presented to the Planning Commission.
48 It's simply eliminating the fees for the rezoning. And
49 all the verbiage and the numbers in the red print that
50 you have before you tonight will be removed. And that

1 part of our ordinance is before you if anybody has any
2 questions.

3 TOMMY DUNN: Mr. Parkey, Dr. Parkey, do
4 you have any comments you'd like to add anything to
5 that? Everything good? Okay. Again, coming from the
6 Public Safety Committee -- I mean the Public Works
7 Committee doesn't need a second. Any discussion? Any
8 more? Hearing none, all in favor of the motion show of
9 hands. All opposed like sign. Show the motion carries
10 unanimously.

11 Moving on to Item number 10 Resolutions 10(a) 2018-
12 028 a resolution inducing and identifying a proposed
13 investment under code name of "Project Avocado" that
14 Mr. Nelson has talked about numerous two times before.
15 Do we have a motion to move this forward?

16 KEN WATERS: So moved.

17 TOMMY DUNN: Motion Mr. Waters, second
18 Ms. Wilson. Any discussion? Mr. Nelson, you got
19 anything to add?

20 BURRISS NELSON: No, sir. You described it
21 perfectly. Thank you, sir.

22 TOMMY DUNN: All in favor of the motion
23 show of hands. All opposed like sign. Show the motion
24 carries unanimously.

25 Appreciate it. Keep up the good work, you and your
26 staff. Thank y'all.

27 Moving on now Item number 11 Report from Civic
28 Center Committee -- Ad Hoc Committee held May the 30th.
29 Mr. Waters.

30 KEN WATERS: Yes, I'd like to make a
31 motion that we go into Executive Session to discuss
32 contractual matters. We don't need to? Okay, I
33 apologize. We don't need to go into Executive Session.

34 Mr. Burns, would you like to go over the contract
35 that we discussed? Okay.

36 RUSTY BURNS: All members of Council have
37 had the -- this contract for around ten days. It was
38 coming out of the Civic Center Committee. It was
39 approved unanimously to go to County Council.
40 Basically it will be to hire TRC Management Company to
41 be responsible for management, ticketing, sales and
42 marketing, premium sitting programs, parking, security,
43 food, beverage, artists and promoter relations,
44 operations and everything else related to the event on
45 the day of the event at the facility. They will use
46 their best efforts to have the facility booked with
47 quality programs, ensure the facility is available to
48 all qualified promoters. And if you have any other
49 questions or any concerns ---

50 TOMMY DUNN: Mr. Burriss -- I mean, Mr.

1 Burns, if you would just touch base how this was put
2 out for requests for proposal or whatever the correct
3 term is.

4 RUSTY BURNS: We put it out nationally for
5 requests for proposal. And we received one response.
6 This was the response that we received.

7 TOMMY DUNN: Had a couple other companies
8 inquire, but nobody -- this was the only one that
9 responded. Right?

10 RUSTY BURNS: Several companies who
11 visited Anderson and we had several people who called
12 and requested information. So it was widely advertised
13 to all the major promoters in the country.

14 TOMMY DUNN: Thank you.

15 GRACIE FLOYD: Mr. Chair.

16 TOMMY DUNN: Ms. Floyd.

17 GRACIE FLOYD: Mr. Burns, I know you said
18 the Civic Center and da-da-da all around the Civic
19 Center. But this does include the amphitheater, too,
20 does it not?

21 RUSTY BURNS: There's the amphitheater,
22 Ms. Floyd, as well as the Sports Complex. Yes, ma'am.

23 GRACIE FLOYD: Thank you.

24 TOMMY DUNN: Coming from the committee
25 doesn't need a second. Any more discussion? All in
26 favor of the motion show of hands. All opposed like
27 sign. Show the motion carries unanimously.

28 Now moving on to Item number 12, Report from
29 Capital Projects Committee Meeting held May the 7th.
30 Chairman Graham. Mr. Graham.

31 RAY GRAHAM: Mr. Chairman, at this time
32 we don't really have anything to report. We are going
33 to continue with the meetings first of the week, and
34 hopefully by next Council meeting we'll have some
35 recommendations back from the committee.

36 TOMMY DUNN: Thank you, Chairman.

37 Moving on to Item number 13, Report from the Parks
38 and Recreation Committee meeting held May the 9, 2018.
39 Chairman Wooten. Chairman Wooten.

40 CRAIG WOOTEN: Thank you, sir. We met last
41 Wednesday, I believe. It was the first Parks and
42 Recreation Committee meeting. And the purpose of it
43 was to sort of tell where we wanted to go with Parks
44 and Rec. And Anderson is a collection of communities.
45 And I grew up in the Pendleton community and we were
46 always involved on the Square, we were always involved
47 with recreation. We knew the community members. The
48 community members knew us. We knew the police, they
49 knew us. We didn't everything right, but we -- it
50 allowed us to have a sense of community where people

1 took pride. And I'm a big believer that we provide
2 public safely and that's probably the most important
3 thing we can help work on.

4 But through that and working with the school
5 systems, those things go together to create economic
6 development. And once economic development is created,
7 we go to work so that we can get off work to live our
8 lives. You know, I go to work so I can come home and
9 spend time with my children. And so when we talk about
10 things like crime, we talk about trash, we talk about
11 all the things that are challenges, a lot of it comes
12 down to our sense of community and how people are
13 connected with each other, how people are respectful to
14 each other. And that's the memories that you make and
15 that's what we want to be a part of. And you know,
16 some folks said I was a little bit too idealistic and I
17 said, well, we're just chasing idealism through small
18 realistic steps.

19 And with that we discussed a number of things, but
20 you know, we have a trail that's going through Anderson
21 from the Connector, it's going to go across to the
22 Civic Center. It's going to go behind AnMed. It can
23 possibly connect to the walking areas within the city,
24 through Linley Park and downtown.

25 And I spoke with the city. I would like for us to
26 sort of form a working group where we can brand that.
27 You know the Swamp Rabbit Trail in Greenville. You
28 know the trail in Easley. We need to name our trail.
29 We need to let people know what's going on with that.

30 Also we talked about corporate sponsorship for
31 parks. And we have a lot of companies that we've done
32 a lot of work with. We've given them tax breaks. And
33 they've come and provided wonderful jobs and they're
34 recruiting people to this area. We have some
35 corporations that would like to be involved with making
36 our parks nicer. But it's incumbent upon us to make --
37 bring the parks up to speed. We're not asking them to
38 fix a problem. We need to take care of our own
39 deferred maintenance and then allow the corporations to
40 come in and make it nicer for the community.

41 With that, also, we had a proposed master plan from
42 Mr. Brill and Mr. Schell where they're constantly
43 updating where do we want to go with this. And
44 finally, in talking about the accommodations fee, we
45 talked about areas where we can go in and start to make
46 current improvements and have an impact in the short
47 run.

48 So with the proposed accommodation fee, and I like
49 this fee for one reason, it's paid for by folks outside
50 of the county. These are people who come in and stay

1 at a hotel and they pay a fee and we collect that fee
2 jointly with the city and then we work on projects to
3 make Anderson nice for the citizens.

4 So with that, we're proposing one hundred thousand
5 dollars for Broadway Lake for improvements to the
6 center there. We're proposing a hundred and twenty-
7 five thousand dollars to KidVenture at the
8 Entertainment Center where kids play to make it safe
9 and accessible to everybody. We're proposing a hundred
10 thousand dollars for a baseball field at Dolly Cooper
11 Park. We're also proposing two hundred and eighteen
12 thousand dollars for restrooms and ADA compliance and
13 parking and straightening of a road, which is a match,
14 I may add, for a grant for Green Pond. And then we're
15 proposing two hundred and fifty thousand dollars to
16 resurface the Anderson Sports and Entertainment Center
17 which is desperately needed as that's our center place
18 to host events and we need to maintain it and
19 especially with this new management group that's going
20 to try to bring in regional and national acts that we
21 maintain it in a way that it looks appropriate and it
22 helps facilitate business.

23 So with those recommendations we're bringing it
24 from the committee for Council approval.

25 And I put that in the form of a motion.

26 TOMMY DUNN: Coming from the Finance -- I
27 mean, I'm sorry, coming from the Ad Hoc Parks and
28 Recreation Committee it doesn't need a second. Now,
29 discussion?

30 GRACIE FLOYD: Yes.

31 TOMMY DUNN: Ms. Floyd.

32 GRACIE FLOYD: Okay. Mr. Wooten, excellent
33 report.

34 CRAIG WOOTEN: Thank you.

35 GRACIE FLOYD: Excellent report. I have
36 one question, though. You said that the proposed
37 master plan is a proposal. Nothing is written in stone
38 yet, right? But are -- or can we -- or may we have
39 some input in that proposed plan as far as the funds
40 are concerned? May I attend a meeting, please, before
41 we just go ahead and sign off on it to discuss the
42 parks, since Broadway Lake is in it.

43 CRAIG WOOTEN: Most definitely. Yes,
44 ma'am. And that's one of the things I asked of Mr.
45 Brill and Mr. Schell. I said, for any plans that
46 you're making for any parks in anybody's area, if
47 you're proposing any kind of substantial changes from a
48 funding standpoint or a functionality standpoint, I
49 said, I would like for you to get with that Council
50 member individually so that if it moves forward it's

1 with them knowing about it and with their approval.

2 GRACIE FLOYD: Good. Well, I have -- I
3 know I haven't heard anything from anybody. I guess
4 they were waiting on tonight so we could vote on this
5 before we move on. But I thank you.

6 TOMMY DUNN: All in favor of the motion
7 show of hands. All opposed like sign. Show the motion
8 carries unanimously.

9 Moving on, Mr. Chairman. Mr. Wooten, you got
10 anything else?

11 CRAIG WOOTEN: No, sir. No, that's it.

12 TOMMY DUNN: I just want to thank you and
13 your committee for your hard work. Keep on and bring
14 anything else to our attention that y'all have seen
15 necessary. Thank you very much.

16 CRAIG WOOTEN: I appreciate it.

17 TOMMY DUNN: Moving on now Item number 14
18 Report from Personnel Committee meeting held on May 9,
19 2018. Chairman Allen. Chairman.

20 TOM ALLEN: Yes, thank you, Mr. Chair.
21 As stated, the Personnel Committee met on May 9th to
22 study a survey that was done by the Segal Waters firm
23 of Austin, Texas. And that was to look at our overall
24 personnel structure here in the county. And there were
25 approximately four major areas that they keyed in on.

26 And that was doing a wage comparison of what the
27 county pays employees here versus other counties in the
28 area versus private industry in the area. So wages was
29 one thing looked at. The quality and quantity of job
30 descriptions and how they were written and did they
31 really pinpoint the work, the jobs that were actually
32 being done. They looked at those to make sure they
33 were correct or if they needed some reworking. They
34 also looked at the need for annual appraisals, employee
35 appraisals so that we know where employees stand when
36 it does come time for promotions or raises or whatever.
37 And they also looked at how comp time, vacation time,
38 sick time and so on is compiled and how that compares
39 with outside industry both public and private here in
40 the area. So they looked at numerous things.

41 And what we would like to do then at this time,
42 those were the four key areas that they looked at. And
43 the Personnel Committee then voted to bring this to the
44 full Council tonight with the recommendation that the
45 administration and staff review these suggestions and
46 come up with the appropriate fixes, in conjunction with
47 the Personnel Committee, and then that can then be
48 brought back to the full Council for final vote and
49 implementation.

50 So I would put that recommendation in the form of a

1 motion. Mr. Chair.

2 TOMMY DUNN: Have a motion, doesn't need
3 a second coming from the Personnel Committee. Any
4 discussion? Any more discussion? Hearing none, all in
5 favor of Mr. Allen's motion show of hands. All opposed
6 like sign. Show the motion carries unanimously.

7 Chairman Allen, anything else?

8 TOM ALLEN: That's all. Thank you.

9 TOMMY DUNN: Thank you.

10 Moving on to Item number 15, Report from the
11 Planning and Public Works Committee meeting held May
12 11, 2018. And keep in mind, we've already done Item
13 (b) so Madam Chairlady, Ms. Wilson.

14 CINDY WILSON: Thank you, Mr. Chairman.
15 Ms. Alesia Hunter, our Development Standards and Zoning
16 Director, presented a very important result of county's
17 audit by FEMA, which was conducted April 26, 2018.

18 The purpose of FEMA's visit was to assist community
19 officials with the implementation and administration of
20 the local Flood Plain Management Program and to
21 evaluate Anderson County's status as a participant in
22 the National Flood Insurance Program.

23 In addition to being our Zoning and Development
24 Standards Director, Ms. Hunter is now our certified
25 Flood Plain Administrator, having completed the courses
26 necessary to qualify.

27 The following is an excerpt which you have in front
28 of you from the report, which I'll quickly read. The
29 administrative permit process includes application,
30 review, inspection, record keeping, enforcement and
31 substantial improvement in damage. The Flood Plain
32 Manager, Alesia, is part of the development standard
33 section. She works very closely with the building code
34 section. The county has several checks and balances in
35 place to ensure proper enforcement of their flood
36 ordinance. Alesia reviews all three elevations
37 certificates that are required and she inspects
38 structure with a final elevation certificate. The
39 final plat for subdivision is required to have a FEMA
40 flood plain zone boundary and states which parcels will
41 be required to submit elevation certificates. Majority
42 of the permitted structures within the special flood
43 hazard area have a lowest adjacent grade that is above
44 the base flood elevation, making them eligible to be
45 removed from the flood zone.

46 Our county has a hundred and thirteen of the
47 insurance policies totaling a total amount of thirty-
48 two million two hundred and eighty-six thousand
49 dollars. The administrative and enforcement
50 procedures, there were found to be no issues. The

1 follow-up, there is no need for a follow up by the
2 state or FEMA. And we are just so proud of Ms. Hunter
3 for doing all of this work and our good professionals
4 in staff who contributed to this effort.

5 You'll see a list of projects that were audited.
6 There were thirteen projects or requirements that have
7 been met. It was a very, very complex evaluation. And
8 thank you, Ms. Hunter. And I was reading what SC D&R
9 stated of her efforts there. So we're very proud.
10 This puts our county way ahead in that realm.

11 The next item that we had to deal with was we
12 continued the review of the capital improvement plan,
13 which by state law is required to be approved by County
14 Council in five year cycles. The capital improvement
15 plan list has also been provided as part of our backup
16 here and part of our budget considerations. The list
17 for fiscal year '18-'19 identifies the need, estimates
18 costs and we are in discussion of possible funding
19 resources. And at our next Planning and Public Works
20 Committee meeting, we'll have additional input from the
21 department heads for each request and we will return to
22 County Council with a prioritized list for Council's
23 final approval.

24 And that is the report from the Planning and Public
25 Works Committee. Thank you.

26 TOMMY DUNN: Thank you, Ms. Wilson.
27 Appreciate the work you and your committee is doing. I
28 also want to thank Ms. Hunter and her department. I
29 know it's mostly her doing this and we really do
30 appreciate what all you've done for us in keeping us up
31 to date on this stuff because if it wasn't -- you think
32 this ain't important, but if it wasn't, when people go
33 to get permits or to do this, that or the other, we'd
34 be hearing from it. So we appreciate what all you did
35 for us. Thank you very much.

36 We're moving on now to the Road Acceptance into the
37 County Inventory. We have three roads tonight. Any
38 objection to doing all three of these at one time? We
39 have a motion to take all three of these in and meeting
40 county requirements.

41 KEN WATERS: So moved.

42 TOMMY DUNN: Motion Ms. Wilson, second
43 Mr. Waters. Any discussion? All in favor of the
44 motion show of hands. All opposed like sign. Show the
45 motion carries unanimously.

46 Item number 17 is just something that was brought
47 to my attention and I said I would bring this up for
48 full discussion with Council and see what their wishes
49 was. Doesn't matter to me one way at all. But there
50 was some discussion about the primary day is June the

1 12, 2018 election day, about being off that day for
2 county holiday. Make that a county holiday for that
3 one time. Does anybody got any thoughts? Yeah, nay on
4 this?

5 CINDY WILSON: Should we meet another date
6 and free that up? Does anyone have a suggestion?

7 TOMMY DUNN: This ain't a must meeting.
8 This is discussion concerning -- is this Council
9 meeting? No, this is for a county -- county workers
10 being off that day, is why I understood it. For the
11 primary. June 12. It's not for a Council meeting.

12 CINDY WILSON: Well, should we have a
13 Council meeting that night?

14 TOMMY DUNN: It don't fall on that night,
15 does it?

16 LEON HARMON: No. The Council meetings in
17 June would be the 5th and the 19th. This is the second
18 Tuesday in the month.

19 CINDY WILSON: Oh, okay. Thank you.

20 TOMMY DUNN: You got something, Mr.
21 Graham?

22 RAY GRAHAM: Have we done this in the
23 past?

24 TOMMY DUNN: Don't think so, but let me
25 ask. Don't want to speak out of turn. Has this been
26 done in the past, does anybody know?

27 RUSTY BURNS: I don't remember.

28 TOMMY DUNN: Do you know, Ms. Floyd?

29 GRACIE FLOYD: I don't think we have had to
30 do this in the past because the primaries, as well as
31 the general elections, are always held at a time when,
32 you know, when it was convenient. I don't think we've
33 ever let the employees have a vacation day that day.

34 TOMMY DUNN: Okay. What do you think,
35 Mr. Allen?

36 TOM ALLEN: Mr. Chair, yeah, I was going
37 to say I don't think we need a holiday, either.
38 There's plenty of time before work, after work and we
39 could just have a liberal leave policy during the day
40 if somebody has to take off work to go and do it. But
41 I can't see taking a whole day off to go.

42 RAY GRAHAM: I agree.

43 TOMMY DUNN: You make that a motion just
44 no action.

45 TOM ALLEN: Yeah, I'd make a motion that
46 that not be used as a holiday.

47 RAY GRAHAM: I'll second that.

48 CINDY WILSON: I'll second that ---

49 TOMMY DUNN: Second Mr. Graham.

50 Discussion, Ms. Wilson.

1 CINDY WILSON: Is there -- the reason this
2 is on here, is there an issue with some of our
3 employees working as poll workers? Is that ---
4 RUSTY BURNS: ?? at the polls. No harm.
5 TOMMY DUNN: Thank you. All in favor of
6 the motion show of hands. All opposed like sign. Show
7 the motion carries unanimously.
8 Moving on number 18, Appointments. Mr. Waters, you
9 got any?
10 KEN WATERS: I don't have any at this
11 time.
12 TOMMY DUNN: Does anybody have any?
13 Appointments?
14 Okay. Moving on Requests by Council members. Mr.
15 Waters, you have any?
16 KEN WATERS: I don't have any.
17 TOMMY DUNN: Mr. Allen.
18 TOM ALLEN: I have none at this time.
19 TOMMY DUNN: Ms. Floyd.
20 GRACIE FLOYD: I have two.
21 TOMMY DUNN: Ms. Floyd, if you would, get
22 that part there.
23 GRACIE FLOYD: I want my mike back Mr.
24 Dunn. I mean Mr. Burns. I want my mike. Stationary
25 mike back. The -- I have two appointments, please.
26 TOMMY DUNN: Appointments or requests?
27 GRACIE FLOYD: No, excuse me. I'm having a
28 bad day, y'all, so you have to just bear with me.
29 Okay. Today's the 15th, right?
30 TOMMY DUNN: Yes, ma'am.
31 GRACIE FLOYD: Today's the day I buried my
32 husband, nineteen years ago and I always have a bad day
33 on this day, so ... Where are we now?
34 TOMMY DUNN: You got two requests.
35 GRACIE FLOYD: No. Requests. I have two
36 requests. I know what I'm doing. From District 2.
37 District 2 have allocated -- would like to allocate ten
38 thousand dollars to the YMCA for our children in
39 District 2 to attend the camp. The YMCA camp is one of
40 the best camps that we have. And I don't like to see
41 children out in the streets playing or watching TV in
42 the house. So every year, I think this is the fourth
43 or fifth year, District 2 has sent kids to camp with
44 the recreational money. So I'm allocating ten thousand
45 dollars for that, please. And that's in the form of a
46 motion.
47 TOMMY DUNN: Ms. Floyd makes a motion to
48 allocate ten thousand dollars out of District 2's rec
49 account for the YMCA camp for the kids in her district.
50 KEN WATERS: Second.

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

5 GRACIE FLOYD: Okay. Let me put these two
6 together. District 2 was able to secure passes to the
7 fair. We're going to talk about that one later on.
8 But we sent a lot of kids this year to the Anderson
9 County Fair. And I was out with my rollator, and a
10 helper when I could get one, passing out Fair tickets.
11 Not only did we pass out tickets, we passed out free
12 fair rides. I think I said that right. We passed out
13 coupons for fair rides free. And it went over big.

14 But while I was at Nevitt Forest passing them out,
15 I had a chance to talk with the principal there and she
16 told me of a project that they are doing with their
17 kids to encourage good behavior and all the other kind
18 of stuff. I don't believe in paying a child to be
19 good. I'm from the old school. You be good or we got
20 something good for you. But the thing is, what she's
21 doing will probably help a lot. And she needs some
22 money in order to get it done. It lays in the
23 recreational arena. So I would like to give one
24 thousand seven hundred forty-eight dollars and ninety-
25 nine cents to Nevitt Forest Elementary school to go
26 into their recreational behavior fund for their
27 children. And that's in the form of a motion.

28 TOMMY DUNN: Have a motion from Ms.
29 Floyd. Have a second?

30 TOM ALLEN: Second.

31 TOMMY DUNN: Second Ms. Wilson. Any
32 discussion? All in favor of the motion show of hands.
33 All opposed like sign. Show the motion carries
34 unanimously.

35 GRACIE FLOYD: Thank you, Mr. Chair.

36 TOMMY DUNN: That it?

37 GRACIE FLOYD: Yes.

38 TOMMY DUNN: Mr. Graham.

39 RAY GRAHAM: Thank you, Mr. Chairman.

40 This is in reference to my paving account. I would
41 like to bring this forth in the form of a motion.
42 There's fifty-five thousand two hundred fifty dollars
43 for grading and drainage for the city of Belton. They
44 have come to me and asked that this be allocated
45 towards the paving of the armory, which they basically
46 secured it and have completely remodeled and turned it
47 into a recreational facility. There should be a little
48 bit of money left over with this paving and with the
49 remainder amount that they're going to have left over,
50 they're going to put toward paving a spot behind the

1 Square that needed to be paved. I bring this forth as
2 a motion this money be allocated.
3 TOMMY DUNN: Have a motion Mr. Graham.
4 KEN WATERS: Second.
5 TOMMY DUNN: Second Mr. Waters. Any
6 discussion? All in favor of the motion show of hands.
7 All opposed like sign. Show the motion carries
8 unanimously. Anything else, Mr. Graham?
9 RAY GRAHAM: Nothing, Mr. Chairman.
10 Thank you.
11 TOMMY DUNN: Mr. Wooten.
12 CRAIG WOOTEN: None.
13 TOMMY DUNN: Ms. Wilson.
14 CINDY WILSON: Nothing for me.
15 TOMMY DUNN: Neither does District 5.
16 Moving on, Administrator's Report.
17 RUSTY BURNS: Nothing at this time, Mr.
18 Chairman.
19 TOMMY DUNN: Citizens Comments. Mr.
20 Harmon calls your name, state your name and district
21 for the record. Address the Chair and you got three
22 minutes.
23 LEON HARMON: Mr. Chairman, we have one
24 citizen signed up. Elizabeth Fant.
25 ELIZABETH FANT: Good evening. Good evening,
26 friends. Elizabeth, District -- I'm a little bit
27 confused as to why you had a meeting yesterday. Special
28 -- start over. Elizabeth, District 3. I'm a little
29 bit confused as to why you had a meeting yesterday,
30 special called meeting, ordinance first reading of the
31 budget, why that wasn't tonight. But if you needed a
32 special meeting yesterday, at 11 o'clock in the middle
33 of the day when nobody is going to attend, why that
34 couldn't wait for tonight. Want that question answered
35 by somebody.
36 We've had a lot of events here lately. In Anderson
37 County particularly we have a lot of outdoor events
38 starting in April. You know, we have the Pendleton
39 Fest, the Chili Cook-off. I was pleased to go to the
40 Westside Community Center Gala which I'd never been to.
41 Then this week we had an accolade for an outdoor track
42 that's going to go from the Belton Library all the way
43 to the Leda Poore Park and a bench there was dedicated
44 to Ms. Hattie Green who has been on the Belton City
45 Council for something like sixty years. We have Ms.
46 Bea Thompson who is responsible really for the Westside
47 Community Center and we have Ms. Gracie Floyd who has
48 gotten an accolade tonight. Isn't it nice to recognize
49 those people in the community that tirelessly try to
50 make the community a better place to live.

1 Anderson County is blessed because we're not -- we
2 don't have a lot of huge crime. We have people that
3 get along with each other. I do want to say that one
4 event this last two weeks has really troubled me and
5 that was the firing or retiring of a District 1 teacher
6 who did just what District 1 has been sending their
7 teachers to a workshop to tell them how to keep the
8 kids interested. And one of the things they told them
9 was that if they're not paying attention to get up on
10 the desk. And that teacher did that. And that teacher
11 got fired or retired.

12 Now there's something really wrong with that. This
13 teacher was trying to encourage a black young fellow to
14 stay awake. It was not a racial event. She was just
15 trying to get his interest and wake him up. And was
16 doing it with good humor. He was playing along. We
17 don't need such stuff as this to happen any more.
18 We're beyond that as people. We don't care about what
19 race you are, what color, what religion, how old you
20 are, fat, slim, or whatever. Let's just get along.
21 But let's do the right thing by people. That teacher
22 was exemplary. Something like 28 years and now it's
23 gone.

24 LEON HARMON: Time, Mr. Chairman.

25 TOMMY DUNN: Thank you, Mr. Harmon.

26 LEON HARMON: No one else is signed up.

27 TOMMY DUNN: Thank you, Mr. Harmon.

28 Moving on now, comments from Council members. Ms.
29 Wilson.

30 CINDY WILSON: Oh, thank you, Mr. Chairman.
31 It was really interesting to read the April Metrics
32 report from the Sheriff's department. Couple of
33 highlights that were really astonishing and do confirm
34 our good low cost, low income thing, a neutering
35 program. I'm sorry I'm tripping up over words tonight.
36 There were only a hundred and forty animals collected
37 and transported this month. Our average daily
38 population at the detention center was 375. That's of
39 great concern. But amazingly the litter crew cleaned
40 twenty-six point four miles. They picked up thirteen
41 hundred and eighty-two bags of garbage and a total
42 number of two hundred and eighty-two tires. So there's
43 a lot of work in addition to the regular police work
44 that they've done that's going on and I want to commend
45 all of our staff and our Council members for the hard
46 committee work that everybody's doing. I'm trying to
47 attend as many of y'all's meetings, too. There's so
48 much happening right now, along with the budget and
49 things that are transitioning, that it's really
50 important for all of us to learn as much as we can.

1 And I appreciate all the hard work everybody's doing.
2 Thank you.

3 TOMMY DUNN: Thank you. Mr. Wooten.
4 CRAIG WOOTEN: I would just like to relay I
5 attended Anderson County Fair this past week and my
6 kids really enjoyed it and it was a wonderful
7 experience. I'm always amazed at how popular it is.
8 It's packed every night.

9 Ms. Fant, I believe, because I had the same
10 question you did about meeting yesterday and I believe,
11 Mr. Burns, correct me if I'm wrong, it's due to state
12 ordinance or state law that we have to -- or county
13 ordinance ---

14 TOMMY DUNN: County ordinance.
15 RUSTY BURNS: County ordinance that we
16 have to have the meeting before the 14th, on or before
17 the 14th.

18 CRAIG WOOTEN: Okay. So we had gone
19 through a lot of these items in committee meetings,
20 going through like the different sections and then they
21 alerted us that we were running up against the county
22 ordinance that we have to have the first reading by a
23 certain time. So it wasn't -- we couldn't bring it
24 till tonight. And so that was the reason. It wasn't
25 to try to put it at a time inconvenient to folks.

26 TOMMY DUNN: Thank you. Mr. Graham.
27 RAY GRAHAM: Thank you, Mr. Chairman.
28 Just want to commend, kind of touch what Ms. Wilson had
29 stated and also Councilman Wooten. You definitely want
30 to commend the Council. This is a busy time of the
31 year for each and every one of us. I know each one has
32 individual meetings with different department heads,
33 different divisions, different committees to try to get
34 this budget moving forward. And Ms. Fant, I appreciate
35 your comments every week, but I mean, it definitely is
36 not a convenience for us to meet at 11 o'clock either.
37 I own a restaurant. That's my busiest time of the day.
38 So I mean, it's definitely not necessarily always at
39 our convenient time, either. I mean it's just
40 sacrifice that we as Council has to make. And I mean I
41 definitely appreciate what each and everyone of my
42 fellow Council members does, especially this time of
43 year, because it is a very trying time to try to get an
44 understanding on, you know, what the requests are. Are
45 they valued, are they a benefit to the citizens, are
46 they a benefit to the county. And we truly try to make
47 the best decisions to move forward with the budget.
48 And a lot of tough decisions at times on saying, no, we
49 don't need to do that or yeah, we do need to stand our
50 ground and do that. But definitely appreciate what

1 everybody does. Thank you, Mr. Chairman.
2 TOMMY DUNN: Thank you. Ms. Floyd.
3 GRACIE FLOYD: Thank you. I'm going to
4 talk about the fair first. It was absolutely awesome.
5 Council members, I don't see why I don't ever run into
6 you guys at the fair. Don't y'all like the fair? I
7 missed you, Mr. Wooten. But don't the rest of y'all
8 like the fair? I mean, I don't go out there to ride
9 everything, but I surely do go to see the smiles on the
10 faces of the children and the worried look of the
11 parents. They have been very accommodating to me and
12 for me. I go out there. I see everything. I don't
13 ride anything. I talk to the people. It just feels
14 good to be out there. And for us not to attend, that
15 kind of sends the wrong message. Somebody ought to see
16 us out there.

17 Also, the Westside High. We had that gala last --
18 Friday night before last. It was good. I have gone
19 every year they've had it except two and I have never
20 had a full table with Council members. Why won't y'all
21 go to the Westside gala sometimes to see what happens
22 out there? You Council members, the Council pays over
23 two thousand dollars for that table, but you're not
24 there. And that disappoints me because I would go to
25 things that you guys have. But anyway, next year let's
26 try to all fill that table. Just like Ms. Fant just
27 got through saying, let's support each other. Let's
28 support the things that are happening in our community.

29 All right. I asked for -- I'm hearing of how
30 wonderful the economic situation is here in Anderson
31 and it is phenomenal here in Anderson. I think the
32 unemployment rate is three point three for Caucasian,
33 for white is nine point seven (verbatim). What's wrong
34 with this picture?

35 At the Westside Gala you would have heard Mr. Burns
36 talk about a program he and I are going to implement to
37 try to increase those numbers. But it's going to take
38 it all. Folks, if we all aren't employed then we've
39 got a problem here in Anderson County. We're getting
40 new things. We're getting housing. We're getting
41 companies coming to Anderson. We've got a plan for our
42 parks and other stuff. But you know, if you guys just
43 sit back on certain things, that means they're right.
44 Thank you.

45 TOMMY DUNN: Mr. Allen.
46 TOM ALLEN: Yeah, Mr. Chair. I just
47 want to remind everybody we have an air show coming up
48 this weekend, the 19th and 20th. It's all free. And
49 it's going to be a fantastic show. We've got the
50 Canadian Snowbirds coming in. We've got the A-10

1 attack team coming in. Going to have several static
2 displays, including an F-18 Hornet and a lot of other
3 things, along with some pyrotechnics. So it's going to
4 be pretty darn exciting if the weather holds out for
5 us. But I would just encourage everybody. It's all
6 free. If you get a chance and the weather holds out
7 for us, Saturday and Sunday at the airport. And that's
8 all I have.

9 TOMMY DUNN: Thank you, Mr. Allen. Mr.
10 Waters.

11 KEN WATERS: Yeah, just to add to Mr.
12 Allen's comments there, I think this is the largest
13 event in Anderson County. Is that not correct, Mr.
14 Burns?

15 RUSTY BURNS: It has been. Last year we
16 had over thirty thousand people attend that event for a
17 one day event.

18 KEN WATERS: That's all I have, Mr.
19 Chairman. Thank you.

20 TOMMY DUNN: Thank you, Mr. Waters.
21 Just a couple of things, housekeeping. Want to
22 reaffirm that's absolutely correct, county ordinance.
23 And I don't know why, hope somebody who's been on
24 Council a while can figure out, because after we get
25 through this budget process, I'd like to change that.
26 No reason whatsoever. The ordinance says you got to
27 have a budget by first reading by the 14th, on or
28 before the 14th. Somebody can tell me what the reason
29 is behind that, that started way before I got on
30 Council, and I just think it's a hindrance sometime
31 when you don't get this information from the state and
32 all.

33 Another thing about the time, just keep in mind,
34 Anderson County is growing a diverse group of workforce
35 now. Everybody don't work. It ain't the same old
36 Anderson County. People don't work, everybody don't
37 work from eight to five or eight to four. We got
38 people's off, we got twelve hour shifts. So 11 o'clock
39 is a great time for some folks. So just keep that in
40 mind. What might be inconvenient for you is convenient
41 for somebody else.

42 Also like to echo Mr. Allen about the air show
43 coming up. Let's all pray for good weather. And we've
44 got some tough decisions to make if we don't, I know
45 the staff does. And I want to commend the staff for
46 the job they've done. Some of them have worked
47 tirelessly on this. Not only the staff but the airport
48 committee, especially Mr. Butch Jones, and what he's
49 done and put this thing together and really appreciate
50 what all he's done on that.

1 Another thing, each Council member got a report
2 this week in their box about the Moody report. Hope
3 Mr. Burns get that out and make sure the public knows
4 that. We got an excellent, if you read that, excellent
5 credit rate and financial statement for Anderson
6 County. And it goes back if you look it says when the
7 year started and when it turned and what it got to. I
8 think that's something to be real proud of.

9 KEN WATERS: Tommy, what report?

10 TOMMY DUNN: The Moody Report.

11 KEN WATERS: Moody?

12 TOMMY DUNN: Moody. Everybody should
13 have a copy of that. Thank y'all very much. Look
14 forward to working with you. Dismissed.

15

16

(MEETING ADJOURNED AT 7:40 P.M.)

ORDINANCE NO. 2018-012

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK.

WHEREAS, pursuant to Ordinance No. 2010-026 enacted October 19, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the "Agreement"); and

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

WHEREAS, in connection with certain incentives being offered by Greenville County, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include property located in Greenville County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

DONE in meeting duly assembled this ____ day of _____, 2018.

(SEAL)

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Lacey Croegaert
Clerk to Anderson County Council

APPROVED AS TO FORM:

By: _____
Leon C. Harmon
County Attorney

First Reading: April 17, 2018
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

[Project Stryker Description to Come]

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 20__, _____, 20__ and _____, 20__, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: _____, 2018

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

ORDINANCE NO 2018-016

AN ORDINANCE TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2018, AND ENDING JUNE 30, 2019, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS FOR COUNTY ORDINARY PURPOSES AND FOR OTHER COUNTY PURPOSES FOR WHICH THE COUNTY MAY LEVY A TAX OTHER THAN FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERSONAL AND REAL ESTATE PROPERTIES IN ANDERSON COUNTY FOR SUCH COUNTY ORDINARY PURPOSES, INCLUDING SUFFICIENT TAX TO PAY THE PRINCIPAL AND INTEREST ON OUTSTANDING INDEBTEDNESS OF ANDERSON COUNTY MATURING DURING SAID FISCAL YEAR; TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2018, AND ENDING JUNE 30, 2019, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS, FOR TRI-COUNTY TECHNICAL COLLEGE; TO PROVIDE FOR THE LEVY OF TAXES ON ALL PERSONAL AND REAL PROPERTIES IN ANDERSON COUNTY ON WHICH SCHOOL TAXES MAY BE LEVIED FOR SUCH TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY, ASSESSMENT AND COLLECTION OF CERTAIN OTHER TAXES AND FEES; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES COMING TO THE COUNTY DURING SAID FISCAL YEAR; AND TO PROVIDE FOR OTHER MATTERS RELATING TO ANDERSON COUNTY.

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

The following operating and capital budgets for Anderson County for the fiscal year beginning July 1, 2018, and ending June 30, 2019, are hereby adopted and directed to be implemented by the Anderson County Administrator and staff.

SECTION I-ADOPTION OF OPERATING AND CAPITAL BUDGETS FOR COUNTY ORDINARY AND OTHER PURPOSES

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended (the "Code"), the operating and capital budgets of Anderson County (the "Anderson County Budgets"), for County ordinary purposes and for other County purposes for which the County may levy a tax

other than for Tri-County Technical College purposes, as hereinafter set forth, by reference and otherwise, are hereby adopted for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

SECTION II-LEVYING OF A SUFFICIENT TAX FOR COUNTY ORDINARY AND OTHER PURPOSES

A tax of sufficient millage to fund the appropriations for the Anderson County Budgets, herein made, for the fiscal year beginning July 1, 2018 and ending June 30, 2019, after crediting against such appropriations all other revenue anticipated to accrue to Anderson County during said fiscal year, not designated for any other specific purpose, is hereby directed to be levied upon all taxable property of Anderson County upon which the County may levy County ordinary taxes, for County ordinary purposes and for other County purposes for which the County may levy a tax, other than for the Anderson County Library, Tri-County Technical College purposes, County sewer, Countywide Emergency Medical Service, Solid Waste fees, Sewer fees, Civic Center fees, Animal Shelter fees, 9-1-1 tariffs, and road encroachment fees, all as separately levied in this Ordinance, such tax to fund the following amounts or millage, which shall be separately identified, levied, collected, and accounted for, as millage, for the purposes shown, as required by subsequent sections of this Ordinance (excluding Fee-In-Lieu of Taxes), with the total millage so levied, exclusive of debt service millage to be set by the Anderson County Auditor, not to exceed 81.7 mills. This Ordinance shall serve as Anderson County Council's written certification to the Anderson County Auditor required under Section 12-43-285 of the South Carolina Code of Laws (1976, as amended).

| | | |
|-------------------------------|--------------|------------|
| County Ordinary | \$45,150,000 | 64.0 Mills |
| 2007 General Obligation Bonds | \$705,000 | 1.0 Mills* |
| 2008 General Obligation Bonds | \$842,000 | 1.2 Mills* |

*Debt service levies are statutorily set by the Auditor in the fall. This is an estimate for budget purposes.

Other taxes and uniform assessments levied by this Ordinance are:

| | | |
|------------------------------|---------------------------|-------------------------------------------------|
| Anderson County Library | \$4,815,000 | 6.9 Mills |
| Infrastructure Reserve Fund | \$1,005,000 | 1.4 Mills |
| Capital Fund | \$1,860,000 | 2.8 Mills |
| Tri-County Technical College | \$2,805,000 | 4.1 Mills |
| Anderson County Sewer | \$1,665,750 | 3.0 Mills |
| County EMS | \$4,565,000 | 6.6 Mills |
| Solid Waste/Recycling Fees | As set in Section XV | \$71.68 per household \$82.49 per commercial |
| Sewer Fees | As set in Section XVI | |
| Civic Center Fees | As set in Section XXXIV | |
| Animal Shelter Fees | As set in Section XXXV | |
| 911 Tariff | As set in Section XXXVII | |
| Road Encroachment Fees | As set in Section XXXVIII | |

SECTION III-GENERAL FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2018 and ending June 30, 2019, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

GENERAL FUND APPROPRIATIONS

| <u>FUNCTION</u> | <u>AMOUNT</u> |
|------------------------------------------|----------------------------|
| | <u>APPROPRIATED</u> |
| County Government Administration | \$24,996,440 |
| Health and Welfare | 2,964,165 |
| Public Safety | 35,195,290 |
| Public Works | 11,691,730 |
| Culture and Recreation | 2,428,465 |
| Transfer Out | 740,960 |
| Contingency | 100,000 |
| Total Appropriations-General Fund | <u>\$78,117,050</u> |

GENERAL FUND REVENUE

LOCAL SOURCES-4100

| | | |
|---------|-------------------------------------|--------------|
| 100-101 | Property Taxes-RPC Current | \$38,750,000 |
| 100-102 | Property Taxes-RPC Delinquent | 3,350,000 |
| 100-103 | Property Taxes-Vehicles | 6,400,000 |
| 100-105 | Property Taxes-Fee-In-Lieu of Taxes | 2,000,000 |
| 000-110 | Catering-Civic Center | 1,500 |
| 000-115 | Concessions-Civic Center | 3,000 |
| 000-125 | Facility Fee-Civic Center | 5,000 |
| 000-140 | Rent of Property-Civic Center | 175,000 |
| 000-180 | Vendor Fees | 4,000 |
| 001-105 | Baseball-Sports Complex | 4,000 |
| 001-106 | Soccer-Sports Complex | 30,000 |
| 001-107 | Softball-Sports Complex | 5,000 |
| 001-108 | Tennis-Sports Complex | 450 |
| 001-115 | Concessions-Sports Complex | 3,000 |
| 001-125 | Rental-Sports Complex | 7,200 |
| 003-115 | Concessions-Amphitheatre | 10,000 |
| 003-120 | Facility Fee-Amphitheatre | 24,000 |
| 200-110 | Fees/Fines-Court Division | 170,000 |
| 200-120 | Fees/Fines-Family Court | 465,000 |
| 200-121 | Fees/Fines-Family Court Filing Fees | 24,000 |
| 200-125 | Fees/Fines-Worthless Check Unit | 15,000 |
| 200-135 | Fees/Fines-Register of Deeds | 1,400,000 |
| 200-140 | Fees/Fines-Judge of Probate | 500,000 |

| | | |
|-----------------------------|---------------------------------|-------------------|
| 200-150 | Fees/Fines-Master-in-Equity | 225,000 |
| 200-155 | Fees/Fines-Sheriff | 25,000 |
| 200-158 | Fees/Fines-Magistrates | 800,000 |
| 200-162 | Decal Fees | 150,000 |
| 200-165 | Oconee County Master-in-Equity | 36,055 |
| 200-166 | Oconee County Drug Lab Match | 89,390 |
| 200-168 | Medical Examiner Reimbursement | 75,000 |
| 200-169 | Local Contributions-TCTC | 50,000 |
| 200-175 | School Crossing Guards | 135,000 |
| 200-176 | School Resource Officers | 1,400,000 |
| 300-105 | Fees-Animal Shelter | 50,000 |
| 300-110 | Fees-Cablevision Franchise | 1,600,000 |
| 300-120 | Fees-Maps and Plats | 2,500 |
| 300-125 | Fees-Municipal Collection | 28,000 |
| 300-132 | Fees-Delinquent Tax Posting Fee | 27,000 |
| 300-140 | Permits-Building | 650,000 |
| 300-145 | Permits-Electrical | 260,000 |
| 300-150 | Permits-Heating and Air | 80,000 |
| 300-155 | Permits-Land Use | 22,000 |
| 300-157 | Fees-Plan Reviews | 120,000 |
| 300-160 | Permits-Plumbing | 55,000 |
| 300-165 | Permits/License-Mobile Homes | 22,000 |
| 300-174 | Permits-Encroachment | 35,000 |
| 300-180 | Fees-Re-inspections | 4,000 |
| 300-181 | Sex Offender Registry | 11,000 |
| 300-182 | Inspections-Engineering | 3,000 |
| 300-190 | Miscellaneous | 130,000 |
| 400-160 | Library Security Reimbursement | 90,500 |
| 600-140 | Rent of Property | 15,000 |
| 600-143 | Booth Rental-Farmer's Market | 7,000 |
| 600-144 | Farmer's Market-Event Rental | 3,500 |
| 600-145 | Broadway Lake Rental | 37,000 |
| 900-120 | Interest Income | 120,000 |
| 3700-000-101 | Fund Balance | <u>7,372,010</u> |
| | Total Amount of Local | <u>67,076,105</u> |
| STATE SOURCES-4200 | | |
| 400-218 | Flood Control | 145,000 |
| 400-220 | Health and Environmental | 10,000 |
| 500-115 | Registration and Elections | 117,660 |
| 500-125 | Local Government Fund | 7,259,400 |
| 500-135 | Merchants Inventory | 273,260 |
| 500-150 | Homestead Exemption | 2,255,000 |
| 500-160 | Salary Assistance | <u>7,875</u> |
| | Total Amount of State | <u>10,068,195</u> |
| FEDERAL SOURCES-4300 | | |
| 500-165 | DSS Reimbursement | <u>225,000</u> |

| | | |
|------------------|--------------------------------------|----------------------------|
| | Total Amount of Federal | <u>225,000</u> |
| TRANSFER IN-6400 | | |
| 100-168 | Transfer In-Documentary | 300,000 |
| 100-175 | Transfer In-State ATAX | 47,750 |
| 100-177 | Transfer In-Local Accommodations Tax | <u>400,000</u> |
| | Total Amount of Transfer In | <u>747,750</u> |
| | Total Revenue-General Fund | <u>\$78,117,050</u> |

No amount of the Local Government Fund revenue shall be used for lobbying purposes.

SECTION IV-SPECIAL REVENUE FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2018 and ending June 30, 2019, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

| | |
|--------------------------------------------|----------------------------|
| SPECIAL REVENUE FUND APPROPRIATIONS | |
| Total Appropriated | <u>\$63,041,150</u> |

SPECIAL REVENUE FUND REVENUE

Sheriff's Special Revenue Funds

| | | |
|-----|--------------------------------------------|---------------------------|
| 152 | DSS Incentive Payments | 35,000 |
| | Fund Balance | 50,000 |
| 173 | Detention Center Canteen-Concessions | 180,000 |
| | Detention Center Canteen-Fund Balance | 180,000 |
| 181 | Office of Justice Programs-Federal Grant | 372,065 |
| | Transfer In-General Fund | 26,840 |
| 195 | Sheriff Forfeiture Fund | 862,140 |
| 198 | Sheriff Forfeiture Non-Drug Fund | 20,000 |
| | Fund Balance | <u>85,000</u> |
| | Total Sheriff Special Revenue Funds | <u>\$1,811,045</u> |

Special Revenue Funds Other Than Sheriff's Office

| | | |
|-----|---------------------------------------------|-------------|
| 102 | Grants-Local Contributions | \$2,945,610 |
| | State Grants | 4,550,000 |
| | Federal Grants | 500,000 |
| | Transfer In-Accommodations Tax | 10,000 |
| | Fund Balance | 62,050 |
| 106 | Clerk of Court-Bondsmen-Local Contributions | 3,000 |
| | Fund Balance | 11,500 |
| 108 | Water Recreation-State Grants | 135,235 |
| 114 | Public Defender-Local Contributions | 200,000 |
| | State Revenue | 1,100,000 |
| | Municipal Funding | 55,000 |
| | Transfer In-General Fund | 350,000 |
| | Fund Balance | 312,705 |

| | | |
|-----|----------------------------------------------------------|-----------|
| 117 | TTI-Local Contributions | 807,255 |
| | State Grant | 50,000 |
| | Federal Grant | 3,000,000 |
| | Transfer In-“C” Funds | 600,000 |
| | Transfer In-Infrastructure | 207,215 |
| 118 | HOME Program-Federal Grant | 782,355 |
| | Transfer In-General Fund | 165,690 |
| 125 | Assessor Mapping Project-Fund Balance | 19,180 |
| 126 | Textile Communities Revitalization-Brownsfield Loan | 450,000 |
| | State Grant | 205,000 |
| | Fund Balance | 3,150 |
| 127 | CDBG Rehabilitation | 600,000 |
| 137 | Fund Balance | 2,000 |
| 139 | “C” Funds | 3,225,000 |
| | Fund Balance | 5,202,000 |
| 140 | Tri-County Technical College-Millage Delinquent Taxes | 2,805,000 |
| | Fee-In-Lieu of Taxes | 80,000 |
| | Merchants Inventory | 125,000 |
| | Homestead Exemption | 5,000 |
| | Fund Balance | 105,805 |
| 142 | Airport | (15,005) |
| 143 | Anderson County Library-Millage Delinquent Taxes | 9,981,750 |
| | Fee-In-Lieu of Taxes | 4,815,000 |
| | Homestead Exemption | 195,000 |
| | Fund Balance | 211,485 |
| 150 | Title IV-D/Family Court-Incentive Payments | 255,815 |
| | Transfer In-General Fund | 4,000 |
| 156 | Victim Bill of Rights (excluding Sheriff) | 360,000 |
| | Transfer In-General Fund | 191,225 |
| 163 | HAZMAT-Local Contributions | 187,900 |
| | Fund Balance | 45,740 |
| 165 | Federal Emergency Management Agency-Federal Grant | 50,000 |
| 168 | Documentary Stamps | 26,905 |
| | Fund Balance | 240,725 |
| 174 | E-911 Revenues | 2,100,000 |
| | Fund Balance | 300,000 |
| 175 | State Accommodation Tax | 4,122,860 |
| 176 | Infrastructure-Transfer In-Infrastructure Reserve | (962,165) |
| 177 | County Accommodations Tax | 480,000 |
| | Fund Balance | 994,000 |
| 180 | PARD/Recreation-State Grants | 1,000,000 |
| | Transfer In-General Fund | 633,500 |
| | | 80,000 |
| | | 20,000 |

| | | |
|-----|-------------------------------------------------|----------------------------|
| | Fund Balance | 300,000 |
| 191 | Duke Energy-EPD | 15,000 |
| | Fund Balance | 28,755 |
| 193 | EMS-Millage | 4,565,000 |
| | Delinquent Taxes | 180,000 |
| | Fee-In-Lieu of Taxes | 205,000 |
| | State Grant | 17,000 |
| | Homestead Exemption | 233,000 |
| | Fund Balance | (71,640) |
| 194 | Animal Shelter Donations | 40,000 |
| | Fund Balance | 25,000 |
| 196 | Infrastructure Reserve Fund-Millage | 1,005,000 |
| | Delinquent Taxes | 41,000 |
| | Fee-In-Lieu of Taxes | 43,000 |
| | Homestead Exemption | 51,000 |
| | Fund Balance | <u>559,505</u> |
| | Total Special Revenue Funds (Excluding Sheriff) | <u>61,230,105</u> |
| | Total Special Revenue Fund Revenue | <u>\$63,041,150</u> |

SECTION V-DEBT SERVICE AND OTHER FINANCING APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2018 and ending June 30, 2019, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

GENERAL OBLIGATION BOND DEBT SERVICE APPROPRIATIONS

| <u>BOND</u> | <u>APPROPRIATED</u> |
|------------------------------|---------------------|
| 2007 General Obligation Bond | \$838,750 |
| 2008 General Obligation Bond | <u>955,680</u> |

| | |
|---------------------------------------------------------|--------------------|
| Total General Obligation Bond Debt Service Appropriated | <u>\$1,794,430</u> |
|---------------------------------------------------------|--------------------|

GENERAL OBLIGATION BOND DEBT SERVICE REVENUE

| <u>SOURCE OF REVENUE</u> | <u>AMOUNT</u> |
|----------------------------------------------------|--------------------|
| Property taxes | \$1,610,500 |
| Fee-In-Lieu of Taxes | 65,650 |
| Merchants Inventory | 74,800 |
| Homestead Exemption | 78,500 |
| Fund Balance | <u>(35,020)</u> |
| Total General Obligation Bond Debt Service Revenue | <u>\$1,794,430</u> |

REVENUE BOND DEBT SERVICE APPROPRIATIONS

| <u>BOND</u> | <u>APPROPRIATED</u> |
|-------------|---------------------|
| Michelin | \$737,150 |
| Walgreen's | 740,770 |

| | |
|----------------------------------------------|--------------------|
| Special Source Revenue Bonds | <u>720,260</u> |
| Total Revenue Bond Debt Service Appropriated | <u>\$2,198,180</u> |

REVENUE BOND DEBT SERVICE REVENUE

| | |
|-----------------------------------------|--------------------|
| <u>SOURCE OF REVENUE</u> | <u>AMOUNT</u> |
| Transfer In-Economic Development Fund | <u>\$2,198,180</u> |
| Total Revenue Bond Debt Service Revenue | <u>\$2,198,180</u> |

SPECIAL TAX DISTRICT APPROPRIATIONS

| | |
|-------------------------------------------|-----------------|
| SPECIAL TAX DISTRICT | AMOUNT |
| Whispering Oaks | \$12,685 |
| Cedar Glen | 11,615 |
| Hidden Brooks | 7,975 |
| Knight's Bridge | 5,840 |
| Supreme Industrial Park | 7,510 |
| Ashwood Subdivision | 7,935 |
| Sharen Ridge | 8,745 |
| The Farm | <u>5,160</u> |
| Total Special Tax District Appropriations | <u>\$67,465</u> |

SPECIAL TAX DISTRICT REVENUE

| | |
|------------------------------------|-----------------|
| SOURCE OF REVENUE | AMOUNT |
| Special Tax District Fees | <u>\$67,465</u> |
| Total Special Tax District Revenue | <u>\$67,465</u> |

LEASE PURCHASE FINANCINGS ANNUAL APPROPRIATIONS

| | |
|-------------------------------------------------------|--------------------|
| Equipment Lease Purchase | |
| Total Lease Purchase Financings Annual Appropriations | <u>\$2,635,095</u> |
| Total Lease Purchase Financings Annual Appropriations | <u>\$2,635,095</u> |

LEASE PURCHASE FINANCINGS REVENUE

| | |
|---------------------------------------------------------------|---------------------------|
| <u>SOURCE OF REVENUE</u> | <u>AMOUNT</u> |
| Transfer In-CDBG | \$3,150 |
| Transfer In-E-911 | 420,165 |
| Transfer In-Infrastructure Reserve Fund | 705,505 |
| Transfer In-Capital | <u>1,506,275</u> |
| Total Lease Purchase Financings Revenue | <u>\$2,635,095</u> |
| Total Debt Service and Other Financings Appropriations | <u>\$6,695,170</u> |
| Total Debt Service and Other Financings Revenue | <u>\$6,695,170</u> |

To the extent that any monies remain in any debt service funds of the County, upon complete satisfaction of the debt for which such funds were collected, the County Administrator may transfer all such excess and otherwise unused funds to, and utilize such funds for any other Anderson County debt service fund which has been lawfully created by Anderson County Council to pay debt service on any lawful debt obligation of the County. Further, to the extent that any monies remain in the capital project accounts of the County, upon complete satisfaction of the stated purposes for which such funds were initially authorized, the County Administrator may transfer all such excess and otherwise unused funds to, and utilize such funds for any other Anderson County activity or purpose which has been duly authorized by Anderson County Council and for which debt funds of the County may be lawfully used.

SECTION VI-CAPITAL PROJECTS FUNDS APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2018 and ending June 30, 2019, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

| CAPITAL PROJECTS FUNDS APPROPRIATIONS | | |
|----------------------------------------------|-------------------------------------|----------------------------|
| <u>FUND</u> | <u>ACTIVITY</u> | <u>APPROPRIATED</u> |
| 312 | Green Pond Landing Event Center | \$1,200,005 |
| 346 | 2018 SSRB | 17,000,000 |
| 360 | Capital Reserve Fund | 9,022,800 |
| 368 | Economic Development | 2,198,180 |
| Total Capital Funds Appropriations | | <u>\$29,420,985</u> |
| CAPITAL PROJECTS FUNDS REVENUES | | |
| <u>FUND</u> | <u>SOURCE OF REVENUE</u> | <u>AMOUNT</u> |
| 312 | Green Pond-Local Contributions | \$63,175 |
| | State Grant | 350,000 |
| | Transfer In-AFEE | 218,275 |
| | Fund Balance | 568,555 |
| 346 | Special Source Revenue Bond | 17,000,000 |
| 360 | Capital Reserve Fund-Property Taxes | 1,935,000 |
| | Fee-In-Lieu of Taxes | 90,000 |
| | Homestead Exemption | 90,000 |
| | State Grant | 1,700,000 |
| | Federal Grants | 500,000 |
| | Sale of Capital | 350,000 |
| | Lease Proceeds | 1,600,000 |
| | Insurance Proceeds | 50,000 |
| | Fund Balance | 2,707,800 |
| 368 | Economic Development-Property Taxes | 985,000 |
| | Fee-In-Lieu of Taxes | 1,675,000 |
| | Fund Balance | <u>(461,820)</u> |
| Total Capital Funds Revenue | | <u>\$29,420,985</u> |

SECTION VII-ENTERPRISE FUNDS APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2018 and ending June 30, 2019, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein; provided, however that to the extent, only, that revenues for Enterprise Fund activities exceed the revenue projections shown below, the Appropriations shown for Enterprise Funds herein may be adjusted by the Administrator to match the

increased revenues, subject to the requirements of Section XXVIII, hereof. Provided, further, that the Administrator is authorized to write off, discharge, or otherwise adjust uncollectible and otherwise unenforceable debt owed to the enterprise funds of the county, utilizing the same standards used by the Anderson County Treasurer to adjust nulla bona debt of the County.

ENTERPRISE FUNDS APPROPRIATIONS

| <u>ACTIVITY</u> | <u>APPROPRIATED</u> |
|----------------------------------------------|----------------------------|
| Sewer | \$9,437,395 |
| Stormwater | 659,830 |
| Solid Waste/Recycling | 7,342,980 |
| Total Enterprise Funds Appropriations | <u>\$17,440,205</u> |

ENTERPRISE FUNDS REVENUES

| <u>REVENUES</u> | <u>AMOUNT</u> |
|------------------------------------------------------|----------------------------|
| Sewer Property Taxes, State Revenue, Fees & Interest | \$9,348,205 |
| Sewer-Federal Grant | 1,000,000 |
| Sewer-Fund Balance | (910,810) |
| Stormwater-Fees | 151,315 |
| Stormwater-Transfer In from Sewer | 508,515 |
| Solid Waste/Recycling | 7,381,220 |
| Solid Waste/Recycling State Grant | 129,750 |
| Solid Waste Fund Balance | (167,990) |
| Total Enterprise Funds Revenues | <u>\$17,440,205</u> |

SECTION VIII-LEVYING OF A SUFFICIENT TAX FOR ANDERSON COUNTY LIBRARY PURPOSES

A tax of sufficient millage to fund the appropriations in the amount of \$4,815,000 (excluding delinquent taxes totaling approximately \$195,000, fee-in-lieu of taxes totaling approximately \$211,485, homestead exemption totaling approximately \$255,815 and usage of fund balance totaling approximately \$4,000), for the Anderson County Library budgets, herein made, for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby directed to be levied on all personal and real property in Anderson County, and shall be identified as such on Anderson County tax bills. To the extent such levy results in excess revenues, above those stated above, all such revenues shall be placed and maintained in the Anderson County Library fund balance. Any funds in the Anderson County Library fund balance at any point in time in excess of those required for the Anderson County Library budgets herein made, may be utilized by the Anderson County Library Board of Trustees; provided, however, the expenditures of said surplus funds shall never exceed the amount of the most recent approved budget of the Library. There shall be credited against said appropriations all other revenues anticipated to accrue to Anderson County during said year for Anderson County Library. All such taxes and other revenues shall be levied, collected, deposited, disbursed and accounted for in the Anderson County Library Fund, with a specific levy and account for the library appropriation category listed herein.

SECTION IX-ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2018 and ending June 30, 2019,

the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS

| <u>ACTIVITY</u> | <u>APPROPRIATED</u> |
|----------------------------------------------------------|---------------------------|
| Anderson County Library Fund | <u>\$5,481,300</u> |
| Total Anderson County Library Fund Appropriations | <u>\$5,481,300</u> |

ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS

| <u>SOURCE OF REVENUE</u> | <u>AMOUNT</u> |
|---------------------------------------------------|---------------------------|
| Property Taxes | \$4,815,000 |
| Delinquent Taxes | 195,000 |
| Fee-In-Lieu of Taxes | 211,485 |
| Homestead Exemption | 255,815 |
| Fund Balance | <u>4,000</u> |
| Total Anderson County Library Fund Revenue | <u>\$5,481,300</u> |

The Anderson County Auditor is hereby directed to levy as separately identified County ordinary millage and the Anderson County Treasurer hereby directed to collect, disburse monthly (if funds are available), and account for as a separate fund the sums identified herein for the Anderson County Library Fund.

SECTION X-ADOPTION OF OPERATING AND CAPITAL BUDGETS FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES

Pursuant to Section 4-9-70 of the Code, the operating and capital budgets of Anderson County specifically for Tri-County Technical College as hereinafter set forth, by reference and otherwise, are hereby adopted for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

SECTION XI-LEVYING OF A SUFFICIENT TAX FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES

A tax of sufficient millage to fund the appropriations in the amount of **\$2,805,000** (excluding delinquent taxes totaling approximately \$80,000, fee-in-lieu of payments totaling approximately \$125,000, merchants inventory payments totaling \$5,000, homestead exemption payments totaling \$105,805, and addition to fund balance totaling approximately \$15,005) for the Tri-County Technical College Budgets, herein made, for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby directed to be levied on all personal and real property in Anderson County on which school taxes may be levied, and shall be identified as such on Anderson County tax bills. To the extent such levy results in excess revenues, above those stated above, all such revenues shall be placed and maintained in the Tri-County Technical College fund balance. There shall be credited against said appropriations all other revenues anticipated to accrue to Anderson County during said year for Tri-County Technical College. All such taxes and other revenues shall be levied, collected, deposited, disbursed and accounted for in the Tri-County Technical College Fund, with a specific levy and account for the special education appropriation category listed herein.

SECTION XII. TRI-COUNTY TECHNICAL COLLEGE FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set

forth verbatim herein, for the fiscal year beginning July 1, 2018 and ending June 30, 2019, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

TRI-COUNTY TECHNICAL COLLEGE APPROPRIATIONS

| <u>ACTIVITY</u> | <u>APPROPRIATED</u> |
|----------------------------------------------------------|---------------------------|
| Tri-County Technical College | <u>\$3,105,800</u> |
| Total Tri-County Technical College Appropriations | <u>\$3,105,800</u> |

TRI-COUNTY TECHNICAL COLLEGE REVENUES

| <u>SOURCE OF REVENUE</u> | <u>AMOUNT</u> |
|----------------------------------------------------|---------------------------|
| Property Taxes | \$2,805,000 |
| Delinquent Taxes | 80,000 |
| Fee-In-Lieu of Taxes | 125,000 |
| Merchants Inventory | 5,000 |
| Homestead Exemption | 105,805 |
| Fund Balance | <u>(15,005)</u> |
| Total Tri-County Technical College Revenues | <u>\$3,105,800</u> |

SECTION XIII-TAX FOR ANDERSON COUNTY SEWER

There is hereby directed to be levied a tax of three (3) mills on all county ordinary taxable and real property in all unincorporated areas of Anderson County, pursuant to Anderson County Ordinance Number 164 of 1986, in order to provide sewer service in the County.

SECTION XIV. LEVYING OF A TAX FOR COUNTYWIDE EMERGENCY MEDICAL SERVICES

There is hereby directed to be levied a tax of six and six-tenths mills (6.6 mills) to provide such emergency medical services in the County; to be subject to and dependent upon the approval by County Council, prior to the levy of County taxes, of: the creation and organization of an oversight and governance board for County emergency medical services not addressed elsewhere; bylaws and agreements and other organizational documents for such board; applicable minimum standards for County providers of emergency medical services; oversight rules and agreements for County providers of emergency medical services; approval by County Council of funding for such emergency medical services including any required levy of County taxes; and a plan and procedure for the distribution of such levied funds to the County providers of emergency medical services on a fair and equitable basis.

SECTION XV-SOLID WASTE/RECYCLING FEES

There shall be a uniform \$71.68 Residential Solid Waste/Recycling Fee annually imposed upon the owner of record of each residence in the County, including all single and multi-family homes, mobile homes, and all lease and rental properties, and a uniform Commercial \$82.49 Solid Waste/Recycling Fee annually imposed upon every business, excepting industries, located in a municipality in the County, and to be collected by such municipality not less frequently than annually and remitted to the County within thirty (30) days from the deadline imposed by the municipality for such collections. Together, these fees, plus the Starr C&D Landfill usage fee of \$28/ton and revenues received from the sale of recycled materials, interest income, state grant and tire revenue are currently estimated to produce approximately \$7,342,980 for this fiscal year, and

constitute the total anticipated fiscal year 2018-2019 revenues of the Solid Waste and Recycling Department.

The residential Solid Waste and Recycling Fees shall be levied as a uniform assessment by the Anderson County Auditor and placed upon the annual real estate tax notice and collected by the Anderson County Treasurer, pursuant to state law. The fiscal officers of the County shall have the authority to nulla bona or abate these fees to the same extent and under the same conditions as they do for a comparable tax.

Further, there shall be imposed a late fee and supplemental processing charge of \$6.00, for all Solid Waste/Recycling Fees not timely remitted to the County Treasurer by March 16 of the year when due. For all past due accounts in excess of one year, the County shall impose an additional annual penalty of \$12.00. The County shall pursue all legal remedies available to it to recover past due amounts, and shall hold the property owner responsible for all costs of collection, including reasonable attorney fees, as a part of such collection efforts and as a part of the fees imposed by County Council pursuant to state law, in order that lawful tax-paying citizens not be forced to subsidize those taxpayers who do not pay this lawful fee in a timely manner. Failure by a municipality to collect the uniform Commercial \$84.98 Solid Waste/Recycling Fee or to remit such collected fees to the County in accordance with this section may result in the County terminating solid waste disposal privileges for such municipality until all such collections and/or remittances are made current.

All proceeds collected from these fees shall be accounted for in a separate fund to be used solely to account for solid waste operations in the County, including but not limited to, the collection, disposal, transfer, and recycling of solid waste, including, without limitation, the purchase or construction of machinery, equipment, and facilities for such operations, as well as the administrative expenses incurred in the operation of the Anderson County Solid Waste and Recycling Department and collection of the annual solid waste/recycling fee. The County is authorized to issue appropriate legal obligations, including bonds, as appropriately authorized by normal County processes to pay for all of the foregoing costs, utilizing the proceeds from these fees to pay for such costs, including, without limitations, to pay the debt service for such bond obligations. The fees addressed in this section may be set or changed by simple vote of County Council, and will be adjusted by the County Administrator and the Public Works Division Director of the County accordingly to reflect these changes by County Council. The provisions of this Section shall be codified in a separate ordinance of the County pertaining to Solid Waste/Recycling Fees, which shall include provisions for enforcement, including civil and criminal penalties for non-payment.

Because empirical evidence indicates that senior citizens generate less Solid Waste, by consuming less, than younger residents, the Anderson County Auditor shall only levy and collect a \$40 Residential Solid Waste/Recycling Fee for every household which qualifies for and is granted the State Homestead Exemption.

SECTION XVI-SEWER FEES

The County is party to multiple agreements with the City of Anderson, South Carolina (the "City"), which have been in effect for many years and are of indefinite duration. Those agreements require the County to pay a pro rata share of the cost of certain upgrades to the City's sewer system, based on the volume of discharge and the nature of the discharge. Because the County does not set

the amount of such costs and because the costs are based on actual use by customers using the system, the only equitable method to use for paying the cost of increase charged by the City, pursuant to contractual agreements of long standing, is to increase the County sewer use charges affected, by the respective percentage or amount of increase charged by the City, i.e., to treat the amount charged by the City as a "pass-through" charge to the system users. In addition, the County has certain debt instruments in effect, with the South Carolina State Revolving Fund and others, which require the County to set sewer user charges in such an amount as will generate sufficient funds to pay all debt service on such debt instruments. The County Administrator and the Public Works Division Director may effect such "pass-through" charges by insuring that amounts charged by the City are correct and then passing those charges along, pro rata, to the users of the County sewer system impacted by the City charges, in the form of adjusted sewer use charges, based on the same cost increase factors utilized by the City, and may otherwise adjust such sewer use charges as required to adequately meet all debt service requirements of sewer system debt instruments and obligations duly authorized by County Council.

SECTION XVII-STORMWATER REQUIREMENTS AND PERSONNEL

Federal and state law mandates the management of stormwater runoff by Anderson County. Accordingly, certain Public Works employees have been assigned to the management of Anderson County's Stormwater Runoff management program. Anderson County Council may utilize funds from the Sewer Fund for the Stormwater Runoff management program, to the extent such funds are available and sufficient for that purpose and exceed stormwater fees collected for that purpose, rather than impose additional federally and state mandate-created fees for such purposes.

SECTION XIII-CREATION AND APPROPRIATION OF PUBLIC INFRASTRUCTURE FUND

There has heretofore been established, and shall be maintained as a separate budgetary and operational fund of the County, the Anderson County Public Infrastructure Fund (the "Fund"). The County shall deposit into such Fund those revenues of the County derived from fee-in-lieu-of-tax ("FILOT") payments from the several joint county industrial and business parks of the County ("multi-county parks" or "MCIPs"), which are designated to be so deposited by this Ordinance or other ordinances of Anderson County, including, without limitation, Ordinance #2004-041, as amended from time to time ("Ordinance #2004-041"). Moneys deposited into the Fund shall be utilized for the costs of infrastructure serving economic development purposes in Anderson County ("Infrastructure") in accordance with the provisions of 4-1-170, et seq., Code of Laws of South Carolina, 1976, as amended, and as directed by Anderson County Administrator. Such expenditures are hereby authorized by Anderson County Council. Deposits into such Fund shall include, without limitation, those revenues from the Anderson County-Greenville County multi-county park which are allocated to that purpose by Ordinance #2004-041, (exclusive of such revenues as are being utilized for separate special source revenue bonds issued to fund Infrastructure). Moreover, Anderson County Council affirms that distribution of the FILOT revenues received by Anderson County pursuant to the multi-county park agreements with Clarendon County and with Abbeville/McCormick Counties for park premises under those two agreements which are located in Anderson County shall be distributed in the same manner and pursuant to the same allocation methodology as set forth in Ordinance #2004-041. All monies and revenues received by Anderson County pursuant to Ordinance #2004-041 and this Section shall be accumulated in, accounted for, and distributed from such Fund as provided in such Ordinance and in this Section. Expenditures may be made from such Fund to pay

the cost of such Infrastructure directly or to make debt service payments on bonds or notes payable issued by the County to fund such Infrastructure.

SECTION XIX-SPECIAL TAX DISTRICT REVENUES AND APPROPRIATIONS

The County Finance Department shall receive and account for those revenues of the County levied and collected for the special tax districts of the county, as authorized, required, and levied by the County ordinances creating such special tax districts. The County Finance Department will disburse moneys from such funds in accordance with the County ordinances creating the special tax districts, including, without limitation, for reimbursements of the County Public Works Division in accordance with such ordinances. Such monies are hereby appropriated for those purposes.

SECTION XX-FUNDING OF COUNTY ORGANIZATIONS

All dependent boards, agencies, commissions, and organizations of the County, funded by these budgets, except for County Rescue Squads shall be disbursed funds on a quarterly basis upon a letter of request to the County Administrator any time after the beginning of the first month of the quarter. A brief report shall be submitted along with the letter of request, detailing how County funds were expended in the previous quarter. An audit report shall be presented to the County Administrator within six months following the end of the respective fiscal year for each organization addressed by this Section following receipt of request by the County Administrator.

SECTION XXI-SETTING OF A MILLAGE RATE

The Anderson County Council, working in cooperation with the Anderson County Auditor and Treasurer and in accordance with the laws and Constitution of the State of South Carolina, shall calculate and fix the amount of the millage necessary, not to exceed 81.7 mills total, exclusive of debt service millage to be set by the Anderson County Auditor, as set forth herein, to support the appropriations herein made, with the exception of those appropriations and portions thereof supported by revenues other than property taxes, and shall so advise the Auditor and Treasurer of Anderson County who shall levy and collect said millage, respectively, as hereby directed by the County Council, in addition to any millage (for debt service or otherwise) for which the statutory authority to determine and levy is granted to the Anderson County Auditor and the authority to collect is given to the Anderson County Treasurer. All such levies of taxes authorized herein by Anderson County Council for County of Anderson purposes shall be set forth, stated, and mailed to the taxpayers of Anderson County on a tax notice showing such levies separate and independent of levies of taxes by any other legal entity or political subdivision of the State of South Carolina, whether on a two-sided tax notice or a multi-page tax notice or any other form of tax notice accomplishing the purpose set forth in this paragraph. Anderson County Council will provide forms for such tax notices and no funds appropriated by this budget ordinance are authorized for the procurement or preparation of any other form of tax notice.

SECTION XXII-COMPLIANCE WITH COUNTY CODE AND ACCOUNTABILITY

All funds for County ordinary purchases and procurements shall be obligated in accordance with the County Code through the County Central Purchasing Department and will be disbursed by the Finance Department so as to provide for necessary auditing, unless specifically exempted by County Council in public session.

All State and Federal Grants will be administered, coordinated, and accounted for by the Anderson County Finance Department.

Use of funds appropriated by County Council district or otherwise, to reimburse members of County Council for reimbursable expenses (that is, for lodging, travel, registration fees, training, meals, and telephone usage) incurred in the discharge of their official duties shall be in accordance with the terms and provisions of the County Code.

SECTION XXIII-DEPOSITS

All service charges, reimbursements, fees, fines, other funds received by county departments shall be deposited with the County Treasurer as soon as possible after collection; but in no case shall the time lapse between collection and deposit with the Treasurer exceed thirty (30) days. The Treasurer is authorized and directed to deposit all funds received into the appropriate interest-bearing accounts, and any surplus funds and all accumulative interest shall be deposited into the General Fund of Anderson County.

SECTION XXIV-SURPLUS FUNDS

Except as otherwise noted herein, any surplus in the General Fund of the County or any moneys accruing therefrom shall be used as a contingency fund and shall be spent as authorized and directed by the Anderson County Council during the fiscal year addressed by this Ordinance, only. At the end of such fiscal year those funds shall be accounted for as addressed in the next succeeding Section. Any surplus in other funds of the County or any monies accruing therefrom shall be retained and accounted for in such other fund or funds and shall be carried forward from year to year as fund balances in such funds.

SECTION XXV-END OF FISCAL YEAR ACCOUNTING

All appropriations made by this Ordinance for which monies have not been obligated or encumbered by the end of June 30, 2019, shall lapse and expire at that time. All appropriations made by this Ordinance for which the funding monies have been obligated or encumbered by June 30, 2019 shall remain on the books of Anderson County at June 30, 2019 for matching of the applicable expenditure for year-end accrual purposes. Once the ledgers are closed for year-end accrual purposes, the unused encumbrance amount will be removed from the encumbrance system. Unobligated General Fund budgetary appropriations and monies received by County departments and existing without obligation at the close of the fiscal year addressed by this Ordinance shall revert to the General Fund of Anderson County to be accounted for as fund balance; no existing appropriation or actual revenues on hand at the end of the fiscal year may be expended by any department during the succeeding fiscal year without new appropriation by County Council. Any surplus in other funds of the County or any moneys accruing therefrom shall be retained and accounted for in such other fund or funds and shall be carried forward from year to year as fund balances in such funds.

SECTION XXVI-TRANSFERRING OF FUNDS

The Administrator may approve changes in a department budget from one line item to another in an amount up to and including \$10,000 at any one time; provided, however, the total department budget shall not increase, no new positions may be created, or capital expenses, may be accomplished by such a transfer without County Council approval. No transfer for any one type

of good or services may be subdivided, split or “stacked” for purposes of evading the requirements of this section.

Aggregate transfers within the fiscal year within a department which exceed \$20,000 shall require County Council approval thereafter. All transfers shall be included in the “Administrator’s Report” section of the County Council agenda for Council’s review.

SECTION XXVII-DISBURSEMENTS

The County Administrator, based on financial conditions and cash-flow considerations, shall determine the proper rate of disbursement of the above-enumerated appropriations during the fiscal year. Transfers from fund to fund in order to properly account for and manage County funds and appropriations in accordance with generally accepted accounting standards continue to be explicitly approved notwithstanding any other language of this Ordinance, subject always to the reporting requirements of this Ordinance. All out of state travel for official County government business shall be approved in advance by the County Administrator to include any lodging, registration fees or meals associated with the trip. The County Administrator and the County Treasurer are hereby granted authority to enter into agreements with the Anderson County Board of Education and the School Districts of Anderson County, consistent with this Ordinance, to make accelerated disbursements of Anderson County school tax receipts to the School Districts of Anderson County and to the Anderson County Board of Education.

SECTION XXVIII-PAUPER BURIALS

Pauper burials shall be funded in the budget of the Coroner (5131) at the rate established by sealed bid. Documentation for each such burial will be maintained at the Coroner’s Office and, as further, the Coroner is hereby authorized to arrange for the disposition of deceased indigent persons in accordance with state law including, but not limited to, Title 32, Chapter 8 of the South Carolina Code of Laws (1976, as amended).

SECTION XXIX-RETIREMENT OF AUTOMOTIVE AND HEAVY EQUIPMENT

Unless otherwise directed by County Council, automotive and heavy equipment will be retired from service by any department receiving replacement equipment on a one for one basis as the replacement equipment is received. Retired equipment will be appropriately evaluated for reassignment or disposition by the Public Works Division Director and the County Administrator for those departments under the director of the County Administrator and the Sheriff for those vehicles used by those departments reporting to this elected official.

SECTION XXX-TAX ANTICIPATION NOTES

As permitted by Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended and Section 11-27-40, Code of Laws of South Carolina, 1976, as amended, County Council is hereby empowered to authorize the issuance of tax anticipation notes in the aggregate principal amount of not exceeding \$10,000,000 (the “TANS”) in anticipation of the collection of taxes imposed and levied by this Ordinance. The TANS may be issued at any time or from time to time during the fiscal year beginning July 1, 2018 and ending June 30, 2019; shall be issued pursuant to a Resolution adopted by County Council; may be issued in bearer form or fully registered upon terms and conditions prescribed in such Resolution; shall be issued in the principal amounts, mature and bear interest as prescribed in such Resolution; may be sold by negotiated or public sale upon such terms and conditions as County Council prescribes in the Resolution.

SECTION XXXI-CREDIT CARD PAYMENTS

To the maximum extent authorized by and in accordance with law, and in accordance with County procurement policies, all Anderson County offices, including those of elected officials, are authorized to adopt and implement uniform procedures, through the County Central Administrative Services Division, to accept credit card payments for all payments due to the County or processed by County offices.

SECTION XXXII-CREDIT CARD POLICY

All Anderson County credit card charges and purchases made utilizing an Anderson County credit card, to include purchasing cards, are to be reported to the Finance Office, and accompanied by a detailed receipt and a written report, the format of which is to be designed and determined by the County Administrator or his designee. The written report shall contain sufficient detail to show who made the charge, what the charge was for, when the charge was made, where the charge was made, and why the charge was incurred. Charges incurred for or associated with economic development projects must still be reported, as addressed above, and accompanied by the receipt and report described above, but may be reported by project codename, until such time as the project is publicly announced or finally terminated.

SECTION XXXIII-GRANTS AND GRANT MATCHING FUNDS

The Anderson County Administrator, or his duly authorized representative, is hereby authorized to apply for all grants of any nature whatsoever where no County matching funds are required, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by Anderson County Council through the annual Anderson County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of Anderson County, and to receive and expend such grant funds for the purposes authorized in the respective grant applications. Notwithstanding the foregoing, County staff shall conduct an analysis identifying any recurring expense or monetary obligation for which the County may be responsible in the future where said expense or obligation will be payable from funding sources other than the grant being applied for. Any grant opportunity which involves such expenses or obligations shall require County Council approval prior to the submission of the grant application.

No funds appropriated by this Ordinance may be utilized as matching funds for any parks and recreation grant, including, without limitation, grants received from the South Carolina Department of Parks, Recreation, and Tourism, except for Anderson County Council District Recreation Funds appropriated hereby, except as otherwise provided herein.

SECTION XXXIV-APPLICABLE CIVIC CENTER RATES

Rates as set forth on rate sheets as may be in effect during the fiscal year (subject to amendment) shall be applied by the Civic Center of Anderson for all rental contracts entered into between July 1, 2018 and June 30, 2019.

SECTION XXXV-APPLICABLE ANIMAL SHELTER RATES

Rates as set forth on Animal Shelter rate sheets dated July 1, 2018 shall be applied by the Anderson County Animal Shelter for all services rendered between July 1, 2018 and June 30, 2019.

SECTION XXXVI-APPLICABLE JUROR REIMBURSEMENT RATES

There shall be paid unto the Grand Jurors in Circuit Court the sum of \$20 per diem and Petit Jurors shall be paid the sum of \$12 per diem. There shall be paid unto Jurors in Summary Court the sum of \$10 per diem Jurors. In addition to the aforesaid sum, jurors shall be reimbursed twenty-five, \$.25, cents per mile per day from their home to the Anderson County Courthouse for the term for which they are drawn to serve. These rates shall be effective for all services rendered between July 1, 2018 and June 30, 2019.

SECTION XXXVII-FUNDING OF E-911 SERVICES

In order to provide all citizens of Anderson County with the best emergency dispatch services available and to fund those services in the most effective, efficient manner possible, the County Administrator is hereby directed to utilize and apply the maximum E-9-1-1 tariff funds available by current South Carolina law to the County's E-9-1-1 system, in accordance with County procurement policies and state law.

SECTION XXXVIII-ROAD ENCROACHMENT PERMITS

The Anderson County Public Works Division is authorized to charge fees for encroachments on County roads and rights-of-way and for encroachment permits for such encroachments in accordance with an encroachment fee schedule prepared, from time to time, by the Anderson County Public Works Division, and approved by Anderson County Council by appropriate Council action. Such fees for encroachments on Anderson County roads and rights-of-way and for encroachment permits for such fees shall be sufficient to fully reimburse the County for all costs of supervising, inspecting, and repairing, as necessary, all damage to County roads and rights-of-way caused by such encroachments.

SECTION XXXIX-FUND BALANCE POLICY

Maintenance of an adequate and appropriate fund balance is critical to an overall sound fiscal policy and practice of the County. Maintenance of such fund balance not only protects the County against emergencies and unexpected contingencies, it actually saves the County significant amounts of money, through less reliance on tax anticipation notes and through lower interest rates for borrowing money and issuing debt. A fund balance policy is looked upon favorably by rating agencies and investors. County Council, therefore, and hereby, establishes a policy that the County will maintain a general fund balance of approximately six (6) months of current budget expenditures, including operating transfers out, but not less than two (2) months of such expenditures.

SECTION XXXX-REASONABLE ACCOMMODATION POLICY

Anderson County is a participant in the Federal Community Development Block Grant Program for the purpose of undertaking various important community and economic development activities throughout the County. The Community Development Block Grant Program requires a reasonable accommodations policy for Section 504 regulations. Anderson County, acting by and through the Anderson County Council, desires to comply with all necessary Grant requirements. Anderson County, acting by and through the Anderson County Council, is hereby willing to make reasonable accommodations for the known physical or mental impairments of an otherwise qualified participant, applicant or employee, providing it does not cause undue financial or

administrative burden on the County or cause a fundamental alteration of the County's program. Anderson County Council hereby recognizes that the policy created hereunder includes employees, applicants for employment, and the public when the public is involved in County activities. The Anderson County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary or appropriate in connection with this Policy.

SECTION XXXXI-SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESS ENTERPRISES

To promote free competition and equal opportunity, Anderson County is committed, within the parameters of the County procurement code, to assisting small, minority-owned and woman-owned businesses in becoming active vendors with the County. Anderson County encourages and invites small, woman, and/or minority owned businesses located inside and outside of the County to participate in the County's procurement process. It is the policy of the County to prohibit discrimination against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation or gender.

SECTION XXXXII-SOLICITOR CASE FACILITATOR

Funding for the temporary Case Facilitator in the Solicitor's Office is budgeted for an additional year and is intended to provide representation for Anderson County in the Magistrates Courts of Anderson County. This is a temporary position only. In order for this position to be considered in future budget years, the Solicitor's Office must provide the Administrator with quarterly reports indicating the number of new cases referred each quarter, the number of court appearances each quarter, and a certification from the Solicitor that this position was only used for representation in Magistrate Court on Anderson County cases during the quarter.

SECTION XXXXIII-SEVERABILITY

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION XXXXIV-EFFECTIVE DATE

This Ordinance shall become effective and enforced from and after July 1, 2019.

ADOPTED in meeting duly assembled this ____ day of June, 2018.

ATTEST:

Rusty Burns
Anderson 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
Anderson County Attorney

First Reading:

May 14, 2018

Second Reading:

June , 2018

Third Reading:

June , 2018

Public Hearing:

June , 2018

ORDINANCE NO. 2018-017

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF FEE IN LIEU OF TAX AGREEMENTS BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT AVOCADO WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the "*County*"), acting by and through its County Council (the "*County Council*"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "*FILOT Act*"), Title 4, Chapter 1 (the "*Park Act*"), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the "*State*") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, a private partnership (the "*Sponsor*"), whose identity is being withheld at Sponsor's request until it is in a position to make a public announcement, is considering making five individual investments (each a "*Project*" and collectively, "*Project Avocado*") on land owned by various landlords in order to produce and supply to the public electricity by conversion of solar energy at a site in Anderson County, South Carolina; and

WHEREAS, Project Avocado consists of the following Projects:

- An investment of not less than \$7,616,000 ("*Project Webster*")
 - An investment of not less than \$2,800,000 ("*Project Adams*")
 - An investment of not less than \$2,800,000 ("*Project Whitt*");
 - An investment of not less than \$2,800,000 ("*Project Indigo*")
 - An investment of not less than \$2,800,000 ("*Project Ace Pelzer I*");
- and

WHEREAS, the Company has represented that the Projects will involve an investment in each of the Projects in at least the amounts detailed above within the Investment Period (as such term is defined in the hereinafter defined Fee Agreements); and

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

WHEREAS, pursuant to the authority granted to the County under Section 4-1-170 of the Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause each Project, to the extent not already therein located, to be placed in a joint county industrial and business park (a “*Park*”) such that each Project will receive the benefits of the FILOT Act; and

WHEREAS, the County has agreed to, among other things, enter into a separate Fee in Lieu of Tax and Special Source Revenue Credit Agreement with the Company for each Project (each a “*Fee Agreement*” and collectively, the “*Fee Agreements*”), whereby the County would (a) provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain special source revenue credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the applicable FILOT Project pursuant to Section 4-1-175 of the Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreements which the County proposes to execute and deliver; and

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

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

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Projects will each constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Projects are anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) Neither the Projects, nor any documents or agreements entered into by the County in connection therewith, will give rise to any pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Projects, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

- (e) The benefits of each Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreements presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreements were set out in this Ordinance in their entirety. The Chairman of County Council or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreements in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreements to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreements are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council or the County Administrator, upon advice of counsel, such official's execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The County shall use its best efforts and endeavor to work with one or more adjoining counties (and, to the extent any portion of any Project site is located within the corporate limits of a municipality, to work with such municipality) to cause the Project sites to be located within a Park, through amendment of an existing Park or creation of a new Park in accordance with the Park Act. The County shall undertake those procedures and documents necessary for the creation or expansion of such Park and shall use its best efforts to maintain the Project sites in such Park during the term of the incentives provided for pursuant to the Inducement Agreement and the applicable Fee Agreement or subsequent ordinances or agreements.

Section 4. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreements and the performance of all obligations of the County thereunder.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

[signature page follows]

ENACTED in meeting duly assembled this ____th day of _____ 2018.

ATTEST:

ANDERSON COUNTY, SOUTH CAROLINA

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert, Interim Clerk to Council
Anderson County Council

(SEAL)

APPROVED TO FORM

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

First Reading: May 15, 2018
Second Reading: _____
Public Hearing: _____
Third Reading: _____

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

WEBSTER SOLAR, LLC, AS SPONSOR

ELIHU WIGINGTON JR. & BESSIE WIGINGTON, as SPONSOR AFFILIATE

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2018

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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("**Fee Agreement**") is entered into, effective, as of _____, 2018, between Anderson County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Anderson County Council ("**County Council**") as the governing body of the County, and Webster Solar, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("**Sponsor**"), and Elihu Wigington Jr. & Bessie Wigington (as individuals and collectively, the "**Sponsor Affiliate**"), collectively previously identified as Project Avocado.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "**Act**") of the Code of Laws of South Carolina 1976, as amended (the "**Code**") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, 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; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated at TMS # 190-00-08-002 (the "**Land**") in Anderson County, South Carolina (the "**Project**");

WHEREAS, the Sponsor Affiliate owns the Land;

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for *ad valorem* taxation purposes, of not less than \$7,616,000 within the time period required under the Act ("**Project Commitment**"), meeting the minimum investment requirement under the Act;

WHEREAS, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on May 15, 2018, (the "**Resolution**"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

WHEREAS, the County Council adopted an ordinance on _____, (the "**Fee Ordinance**"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax agreement with the Sponsor and the Sponsor Affiliate which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor and Sponsor Affiliate subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I PROJECT OVERVIEW

Section 1.1. Agreement to Waive Requirement of Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor's noncompliance that are within the County's control.

Section 1.2. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Sponsors and Sponsor Affiliate of eligible economic development property under the Act.

"Abandonment" shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

"Administrative Expenses" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Fee Agreement.

"Authorized Sponsor Representative" shall mean any person designated from time to time to act on behalf on the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President,

one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this Fee Agreement.

“Chairman” shall mean the Chairman of the County Council of Anderson County, South Carolina.

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

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

“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

“County” shall mean Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors and assigns, acting by and through the Anderson County Council as the governing body of the County.

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

“County Council” shall mean the Anderson County Council, the governing body of the County.

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2018 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

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

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments there to (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of \$17,408 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds 5.44 megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of 5.44 megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Non-Qualifying Property” shall mean that portion of the Project consisting of: (i) property as to which the Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any released property or other property which fails or ceases to qualify for FILOT Payments, including without limitation property as to

which the Sponsor has terminated the FILOT pursuant to Section 4.19(a) hereof. The Sponsor agrees that the real estate improvements on the Real Property as of the date of this Agreement shall constitute Non-Qualifying Property for purposes of this Agreement.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2053, unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.

“Project” shall mean the Real Property, Structure, and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Fee Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements now or hereafter situated thereon and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Webster Solar, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Sponsor Affiliate” shall mean Elihu Wigington Jr. & Bessie Wigington and any surviving, resulting, or transferee entity in any transfer of assets; or any assignee hereunder which is designated by the Sponsor Affiliate and approved or ratified by the County.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations of the County.* The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on May 15, 2018, by adopting an Inducement Resolution, as defined in the Act.

(d) By proper action of 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.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) 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 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.

Section 2.2. *Representations of the Sponsor.* The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

Section 2.3. *Representations of the Sponsor Affiliate.* The Sponsor Affiliate hereby represents and warrants to the County as follows:

(a) The Sponsor Affiliate owns good, marketable fee simple title to the Land.

(b) The Sponsor Affiliate has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor and the Sponsor Affiliate have acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Pursuant to the Act, the Sponsor, the Sponsor Affiliate and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

Section 3.2. Diligent Completion. The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV PAYMENTS IN LIEU OF TAXES

Section 4.1. Special Source Revenue Credit. The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor's aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) In order to receive the Special Source Revenue Credit on the Non-Qualifying Property, the Sponsor agrees to waive the tax exemptions that otherwise may be applicable if the Non-Qualifying Property were subject to ad valorem taxes, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(c) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Law of South Carolina 1976, as amended, as allowed under the FILOT Act.

Section 4.2. Negotiated FILOT Payments. Pursuant to Section 12-44-50 of the Act, the Sponsor and Sponsor Affiliate are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor and Sponsor Affiliate anticipate the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor and the Sponsor Affiliate have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor and Sponsor Affiliate shall make payments in lieu of *ad valorem* taxes on all the Equipment, Structures and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2023, said payments to be made annually and to be due and

payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

- Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor and the Sponsor Affiliate for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor and the Sponsor Affiliate also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.
- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 3: Use a millage rate of 309.1 mills, or the combined millage rates set for the tax year 2018 by the County and Anderson County School District (or the applicable school district) (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor and the Sponsor Affiliate with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor and the Sponsor Affiliate an inducement to locate the

Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor and the Sponsor Affiliate shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor and the Sponsor Affiliate with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor and the Sponsor Affiliate to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor and Sponsor Affiliate with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor and the Sponsor Affiliate to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor and Sponsor Affiliate to the County in property taxes if the Sponsor and Sponsor Affiliate had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2023, the Fee Agreement shall terminate and the Sponsor and Sponsor Affiliate shall owe the County a retroactive tax payment in an amount equal to the difference between *ad valorem* property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor and Sponsor Affiliate, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter “**Retroactive Tax Payment**”). The repayment obligations arising under this Section survives termination of this Fee Agreement.

Section 4.3. Payments in Lieu of Taxes on Replacement Property. If the Sponsor and Sponsor Affiliate elect to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor and the Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the “**Replacement Value**”) is less than or equal to the original income tax basis of the Removed Components (the “**Original Value**”) the amount of the payments in lieu of taxes to be made by the Sponsor and the Sponsor Affiliate with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor and the Sponsor Affiliate for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the “**Excess Value**”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess

Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4. *Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.* In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

Section 4.5. *Place and Allocation of Payments in Lieu of Taxes.* The Sponsor and Sponsor Affiliate shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.6. *Removal of Equipment.* The Sponsor and Sponsor Affiliate shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “**Removed Components**”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor and the Sponsor Affiliate, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.7. *Damage or Destruction of Project.*

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor and Sponsor Affiliate shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor and Sponsor Affiliate have not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor and Sponsor Affiliate shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor and Sponsor Affiliate do not elect to terminate this Fee Agreement, the Sponsor and Sponsor Affiliate may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor and the Sponsor Affiliate. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof,

including, but not limited to any amounts due by the Sponsor and the Sponsor Affiliate to the County under Section 4.2 hereof.

(c) *Election to Remove.* In the event the Sponsor and the Sponsor Affiliate elect not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.8. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor and the Sponsor Affiliate may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor and Sponsor Affiliate have not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

Section 4.10. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor and Sponsor Affiliate shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary "state-of-the-art" trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor's operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information ("Confidential Information."). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County's police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor and the Sponsor Affiliate agree to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, "Filings").

Notwithstanding any other provision of this Section 4.12, the Sponsor and Sponsor Affiliate may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor or the Sponsor Affiliate believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor or the Sponsor Affiliate with respect to maintaining confidentiality of such designated segments.

Section 4.13. *Payment of Administrative Expenses.* The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.14. *Collection and Enforcement Rights of County.* The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County's right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 4.15. *Assignment and Subletting.* This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor or the Sponsor Affiliate so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor or Sponsor Affiliate in which the Sponsor or the Sponsor Affiliate requests the release of the Sponsor or the Sponsor Affiliate from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. *County's Estoppel Certificates for Sponsor's Financing Transactions.* The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor and Sponsor Affiliate, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator's knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor, Sponsor Affiliate or any lender of the Sponsor and Sponsor Affiliate from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor and Sponsor Affiliate as contemplated under Section 12-44-120 of the Act.

Section 4.17. *Sponsor's Continuing Obligations After Termination by Sponsor.* In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.18. *Events of Default.* The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor or the Sponsor Affiliate to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor and Sponsor Affiliate shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor or Sponsor Affiliate to perform any of the other material terms, conditions, obligations or covenants of the Sponsor or the Sponsor Affiliate, respectively, hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor and Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.19. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor and Sponsor Affiliate (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Fee Agreement.

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.21. Primary Responsibility of the Sponsor. The Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

Section 4.22. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor’s Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this Fee Agreement.

ARTICLE V MISCELLANEOUS

Section 5.1. Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Anderson County, South Carolina
Attn: Anderson County Administrator
101 S Main St.
Anderson, SC 29624

WITH COPIES TO: Leon Harmon
Anderson County Attorney
101 S Main St.
Anderson, SC 29624

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, SC 29601
(864) 282-1164

AS TO THE SPONSOR: Webster Solar, LLC
c/o Southern Current, LLC
1634 Ashley River Road
Charleston, South Carolina 29407
ATTENTION: Greg S. K. Ness, General Counsel
(843) 277-2090

WITH COPIES TO: W. Ford Graham
K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, South Carolina 29401
(843) 579-5600

AS TO THE SPONSOR
AFFILIATE: Elihu Wigington Jr. & Bessie Wigington
207 Wigington Rd
Piedmont, SC 29673

Section 5.2. Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor, the Sponsor Affiliate and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4. Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 5.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6. Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 5.7. Further Assurance. From time to time the County agrees to execute and deliver to the Sponsor and Sponsor Affiliate such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8. Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

Section 5.9. Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. Force Majeure. Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor and Sponsor Affiliate shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

Section 5.11. Execution Disclaimer. Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor and Sponsor Affiliate 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 Fee Agreement in reliance upon representations by the Sponsor and Sponsor Affiliate that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[Signature page follows]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by its Chairman and to be attested by the County Manager; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert, Interim Clerk to Council
Anderson County Council

SPONSOR:

WEBSTER SOLAR, LLC

By: Paul Fleury
Its: Manager

SPONSOR AFFILIATE:

Elihu Wigington Jr.

Bessie Wigington

Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 190-00-08-002.

Exhibit B

Illustration of Special Source Revenue Credit Calculation

Negotiated FILOT Payment

(Fair Market Value (as adjusted for depreciation) x 6% Assessment Ratio x 309.1 mils)

-

Net FILOT Payment

(\$17,408 (as adjusted for increases in power production))

=

The Special Source Revenue Credit

(for the applicable year)

ORDINANCE NO. 2018-018

AN ORDINANCE AUTHORIZING THE AMENDMENT OF THE INFRASTRUCTURE CREDIT AGREEMENT HERETOFORE ENTERED INTO BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND ONE WORLD TECHNOLOGIES, INC. TO MODIFY THE PROVISIONS THEREOF RELATING TO THE OWNERSHIP OF THE EXISTING FACILITIES AND OTHER PROVISIONS THEREIN; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “Council”), pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code (collectively, the “Infrastructure Credit Act”), and Article VIII, Section 13 of the South Carolina Constitution, and Ordinance No. 2015-012 duly enacted by the Council on May 8, 2015 (the “Infrastructure Credit Ordinance”), entered into an Infrastructure Credit Agreement, dated as of May 8, 2015 (the “Infrastructure Credit Agreement”), with One World Technologies, Inc. (“OWT”), pursuant to which the County agreed to provide OWT certain incentives related to OWT’s existing facilities located in the County (the “Existing Facilities”); and

WHEREAS, the Existing Facilities comprise all the real property bearing Tax Map Number 951402002 with improvements thereon or to be located thereon;

WHEREAS, by County Ordinance dated May 8, 2015, and a subsequent companion County Ordinance, the Existing Facilities were placed in a multi-county industrial park with Greenville County (“Park”) as previously formed by that “Agreement for the Development of a Joint County Industrial and Business Park” dated December 1, 2010, as subsequently amended (“Park Agreement”);

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a situs in a Park, are exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a “Fee Payment”);

WHEREAS, the Infrastructure Agreement provided, among other things, an Infrastructure Credit (“Credit”) to OWT against each Fee Payment for a period of seven (7) years (“Credit Period”) in an amount equal to fifty percent (50%) of such Fee Payment in connection with any real or personal property comprising the Existing Facilities (“Existing Assets”) to be calculated and applied after payment of the amount due to Greenville County under the Park Agreement;

WHEREAS, OWT and the County entered into an agreement whereby the County purchased the Existing Facilities from OWT and OWT leased the Existing Facilities back from the County pursuant to (i) a lease agreement for the real property at the Existing Facilities and

(ii) a lease agreement for the personal property at the Existing Facilities;

WHEREAS, to the extent that the classification of the Existing Facilities for property tax assessment purposes pursuant to the laws of South Carolina results in an increase in the assessment ratio above the assessment ratio then applicable to the Existing Facilities due to any change in the use of the Existing Facilities by OWT or ownership of the Existing Facilities by the County, the County agreed to grant OWT additional credits to be in amounts that would offset the increase in the Fee Payments as a result of the increase in the assessment ratio;

WHEREAS, OWT and the County now wish to amend the definition of the Existing Facilities to allow OWT to continue receiving the Credits contemplated in the Infrastructure Credit Agreement against *ad valorem* taxes assessed against OWT's leasehold interests in the real and personal property previously owned by OWT and being sold to the County in connection with the above-referenced matter (the "Amendment"); and

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

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

Section 1. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Amendment which is before this meeting and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amendment was set out in the Ordinance in its entirety. The Chair of the County Council be and he is hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to the Company. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not be materially adverse to the County and as shall be approved, upon advice of counsel, by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amendment now before this meeting.

Section 2. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment and the performance of all obligations of the County under and pursuant to the Amendment.

Section 3. The consummation of all transactions contemplated by the Amendment is hereby approved and authorized.

Section 4. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent

jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and revoked and rescinded, or amended as provided in the Amendment, as necessary to carry out the intent and substance of this Ordinance, and this Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]

DONE, RATIFIED AND ADOPTED this ____ day of _____, 2018.

ATTEST:

ANDERSON COUNTY COUNCIL

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

First Reading: May 15, 2018
Second Reading: _____, 2018
Public Hearing: _____, 2018
Third Reading: _____, 2018

Ordinance #2018-019

AN ORDINANCE AMENDING ORDINANCE #99-004, THE ANDERSON COUNTY ZONING ORDINANCE, AS ADOPTED JULY 20, 1999, BY AMENDING CERTAIN SECTIONS OF THE ZONING ORDINANCE TEXT, SPECIFICALLY CHAPTER 70, ARTICLE 10, SECTIONS 1.2, 1.3, AND 3.4 TO ELIMINATE FEES FOR ZONING ORDINANCE OR MAP AMENDMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson Zoning Ordinance (the "Ordinance"), which has been amended from time to time;

WHEREAS, Anderson County Ordinance No. 99-004 contains provisions providing for amendment of the Ordinance;

WHEREAS, Anderson County Council desires to amend the Ordinance to remove the requirement of fees for rezoning or map amendments;

WHEREAS, the Anderson County Planning Commission has held a duly advertised Public Hearing on May 8, 2018, during which it reviewed the proposed zoning text amendment and found it in compliance with the Anderson County Comprehensive Plan, and recommended it to County Council as an amendment to the Anderson Zoning Ordinance; and,

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

1. The Anderson County Council hereby finds that this proposed text amendment is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Zoning Ordinance as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 as follows:
 - (a) That Chapter 70, Section 10:1.2 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended such that the second paragraph reads as follows:

All requests for amendments to the zoning map require that the County provide that applicant or his designated representative with an adequate number of notice of public hearing signs to allow the applicant or his designated representative to properly post and maintain on the property a notice of public hearing at least 15 days prior to the date of the Planning Commission meeting and must remain posted through the County Council

public hearing. Only such signs as provided by the County shall be used, and such signs must be placed in a conspicuous place or places on the affected premises. In additions, at least 15 days prior to the date of the Planning Commission meeting, the Planning and Community Development Department shall send letters notifying current owners of record of all properties adjacent to and/or within 2,000 feet in any direction of the subject property and provide proof of such mailing. Failure to comply with the posting requirements will result in the removal of the application from the County Council public hearing agenda. All signs must be removed within 30 days after the County Council public hearing or the date of withdrawal of the application.

- (b) That Chapter 70, Section 10:1.3 of the Code of Ordinances, Anderson County, South Carolina is hereby removed in its entirety and this Section is reserved for future use.
- (c) That Chapter 70, Section 10:3.4 of the Code of Ordinances, Anderson County, South Carolina is hereby amended such that the final paragraph of this Section reads as follows:

Anderson County Council or Council's Planning/Public Works committee shall have the option to defer action on any rezoning request in order to gain additional facts or to seek the resolution of any disputes surrounding the rezoning case. If the County Council has not taken final action on a rezoning request within four months from the date of the original public hearing, the request shall be placed on the next available public hearing agenda. The request will be readvertised and the subject property will be re-posted. This requirement may be waived by action of the Council if active negotiations are under way between the applicant and the opposition in an attempt to reach a compromise.

3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked and rescinded.

5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

Ordained in meeting duly assembled this _____ day of _____, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
Anderson County Attorney

First Reading: May 15, 2018

Second Reading: _____

Third Reading: _____

Public Hearing: _____

**Anderson County Planning Commission
Staff Report
May 8, 2018**

| | |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Applicant: | Justin Chriscoe |
| Current Owner: | Justin and Katie Chriscoe |
| Property Address: | 1215 Brown Rd. |
| Precinct: | Bowling Green |
| Council District: | 7 |
| TMS #(s): | p/o 198-00-05-054 |
| Acreage: | +/- 64.17 |
| Current Zoning: | R-20 (Single Family Residential, at least 20,000 sf lots) |
| Requested Zoning: | R-A (Residential Agricultural) |
| Surrounding Zoning: | North: R-20 South: R-20 East: R-A West: C-2, R-20 |
| Evaluation: | <p>This request is to rezone the parcel of property described above from R-20 (Single Family Residential 20,000 sf lots) to R-A (Residential Agricultural). The applicant's stated purpose for the rezoning is to construct a barn and greenhouse.</p> <p>The purpose of the R-A district is to provide for a full range of agricultural activities in a residential setting.</p> <p>The parcel has dual zoning due to the property lying in two voting precincts.</p> <p>The Future Land Use Map in the County's Comprehensive Plan (2016) identifies this area as agricultural.</p> |
| Staff Recommendation: | Due to the compatibility with the Future Land Use Map and surrounding uses, staff recommends approval of this request. |

Zoning Advisory

Group Recommendation: The District 7 Zoning Advisory Group met on May 2, 2018 and recommended **approval** of a request to rezone from R-20 to R-A. The vote was 4 in favor, 0 opposed, and 2 absent.

Planning Commission

Recommendation: The Anderson County Planning Commission met on May 8, 2018 and after a duly noted public hearing recommended **approval** of a request to rezone from R-20 to R-A. The vote was **7** in favor, **0** opposed, and **0** absent.



Rezoning Application

4/12/18
Date of Application Completion _____ Application Status (Approved or Denied) _____

Applicant's Information

Name: Justin Chriscoe
Mailing Address: 104 Cedar Ridge Ln Simpsonville SC 29681
Telephone and Fax: 843 425 4073 E-Mail: jchriscoe1@gmail.com

Owner's Information

(If Different from Applicant)

Name: Justin & Katie Chriscoe
Mailing Address: 104 Cedar Ridge Ln Simpsonville SC 29681
Telephone and Fax: 843 425 4073 E-Mail: jchriscoe1@gmail.com

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

I (We) hereby appoint the person named the Applicant as my (our) agent to represent me (us) in this request for rezoning.

[Signature]
Owner's Signature

4/12/18
Date

Project Information

Property Location: 1215 Brown Rd Belton SC
Parcel Number(s)/TMS: 1980005054
County Council District: 7 School District: 1
Total Acreage: 64.17 Current Land Use: Residential
Current Zoning: R20 Requested Zoning: RA
Purpose of Rezoning: Construct barn & green house

Private Covenants or Deed Restrictions on the Property: Yes _____ No ✓
If you indicated no, your signature is required.

[Signature]
Applicant's Signature

4/12/18
Date

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

Comments: _____

Please attach an accurate plat (survey) of the property to this application.

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

Please refer to the Anderson County Planning & Community Development Fee Schedule for amount due.

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

[Signature]
Applicant's Signature

4/12/18
Date

Page 2 of 2

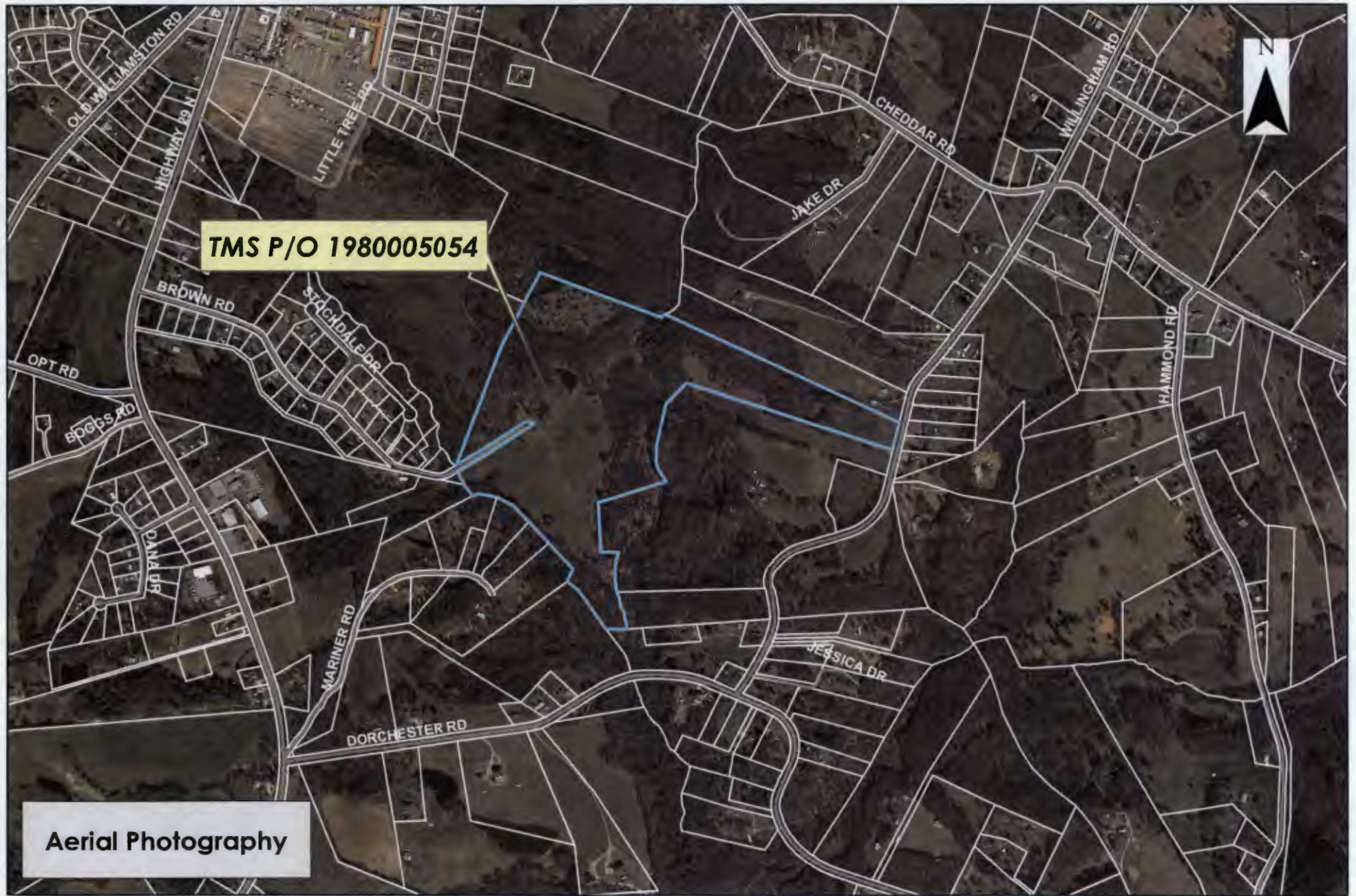
For Office Use Only:

Application Received By: R. Sloan Date Complete Application Received: 4-12-18
Application Fee Amount Paid: \$ 250.00 Check Number: Credit card
Scheduled Advisory Public Meeting Date: 5-2-18 Zoning Advisory Recommendation: _____
Scheduled Commission Public Hearing Date: 5-8-18 Planning Commission Recommendation: _____
Scheduled Council Public Hearing Date: 6-5-18 County Council Decision: _____



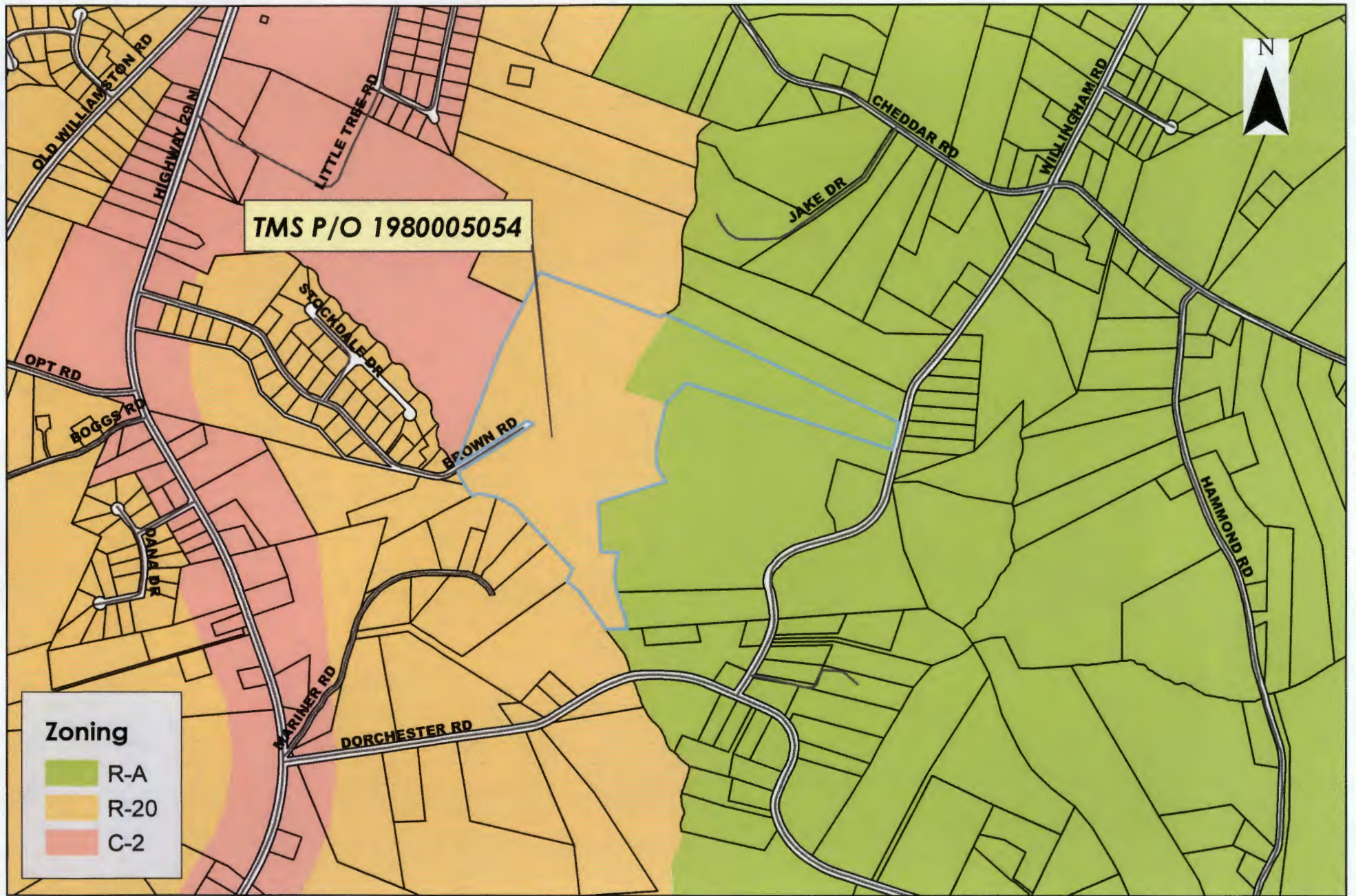
Rezoning Request
1215 Brown Rd.
R-20 to R-A

0 500 1,000 2,000 Feet



Rezoning Request
1215 Brown Rd.
R-20 to R-A

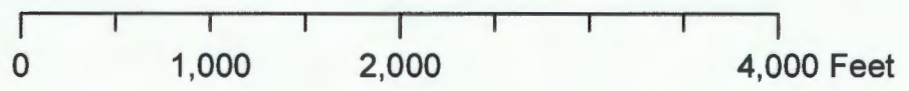
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Rezoning Request
1215 Brown Rd.
R-20 to R-A









END STATE
MAINTENANCE

LAURENCE COUNTY
PLANNING & ZONING DEPARTMENT

**REZONING PUBLIC
HEARING NOTICE**

 800-240-1720







ORDINANCE NO. 2018-022

AN ORDINANCE TO AMEND SECTION 38-69 (CERTIFICATE OF COMPLIANCE REQUIRED; USES EXEMPT FROM CERTIFICATE REQUIREMENTS) OF THE ANDERSON COUNTY, SOUTH CAROLINA CODE OF ORDINANCES TO PROVIDE FOR AN EXEMPTION WHEN AN EXISITING RESIDENTIAL STRUCTURE IS REPLACED WITH A RESIDENTIAL STRUCTURE; AND OTHER MATTERS RELATED THERETO.

RESOLUTION R2018-030

**A RESOLUTION EXPRESSING INTENT TO CEASE
COUNTY MAINTENANCE ON AND TO AUTHORIZE
COUNTY CONSENT TO JUDICIAL ABANDONMENT AND
CLOSURE OF A PORTION OF AN UNNAMED ROAD
DESIGNATED AS C-01-0047A; AND OTHER MATTERS
RELATED THERETO.**

WHEREAS, an unnamed road designated as C-01-0047A (the “Road”) is currently a graveled Anderson County (the “County”) public road, and,

WHEREAS, the Road extends 821 feet from C-01-0047A None to a dead end, and exists on one parcel of property identified as Anderson County tax map numbers 237-00-01-001 of which has common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on May 17, 2017 attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the property owners (hereinafter collective the “Petitioners”) have requested that the County abandon said Road for future development. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

WHEREAS, the County has complied with all of its Ordinances and Regulations pertaining to cessation of County maintenance and County consent to judicial abandonment and closure of County public roads, in the case of the above referenced Road;

WHEREAS, none of the procedures undertaken by the County have revealed or reflected a need for said Road to remain under County maintenance or to remain a public road, and the County staff have recommended that the County consent to the requested abandonment and judicial closure;

WHEREAS, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) desires to express its intent to cease County maintenance on, and to authorize County consent to judicial abandonment and closure of the Road;

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

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of a portion of unnamed road (C-01-0047A) by the property owners.
2. In the event a portion of an unnamed road(C-01-0047A) is closed by a Judicial Order, the county shall immediately cease all maintenance of this Road.

Anderson County Resolution R2018-030

3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
4. 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.
5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 5th day of June, 2018, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Lacey A. Croegaert
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: May 28, 2018

TO: Mr. Rusty Burns, County Administrator

FROM: Matt Hogan, Roads and Bridges Manager

SUBJECT: Proposed abandonment of end section of C-1-47A None, Council District Six

Please find attached information regarding the proposed abandonment of the end section of C-1-47A, an unnamed road previously known as Westchester Way. Property owners have requested abandonment so that that road improvements can be made due to future development.

A signed petition by the landowners is enclosed. Owners were provided a copy of Anderson County Ordinance regarding abandonment and closure of public roads policies and procedures and notified in writing of their responsibilities for obtaining legal title to the road if Council approves abandonment by resolution.

Notification signs were posted on the road on April 26, 2018. Signs were in place for 30 days on May 26, 2018.

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District One Transportation Department. No response was received from either.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There were two inquiries
- Section of road is in general public use
- Road runs from C-01-0047A None to dead end
- The gravel road is 821 linear feet and 12 feet wide
- Prescriptive right-of-way
- Average Daily Traffic Count is 20 cars per day

Photographs and location map are enclosed for your convenience.

Enclosures

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Tom Allen
Council District 4

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Ray Graham
V. Chairman, District 3

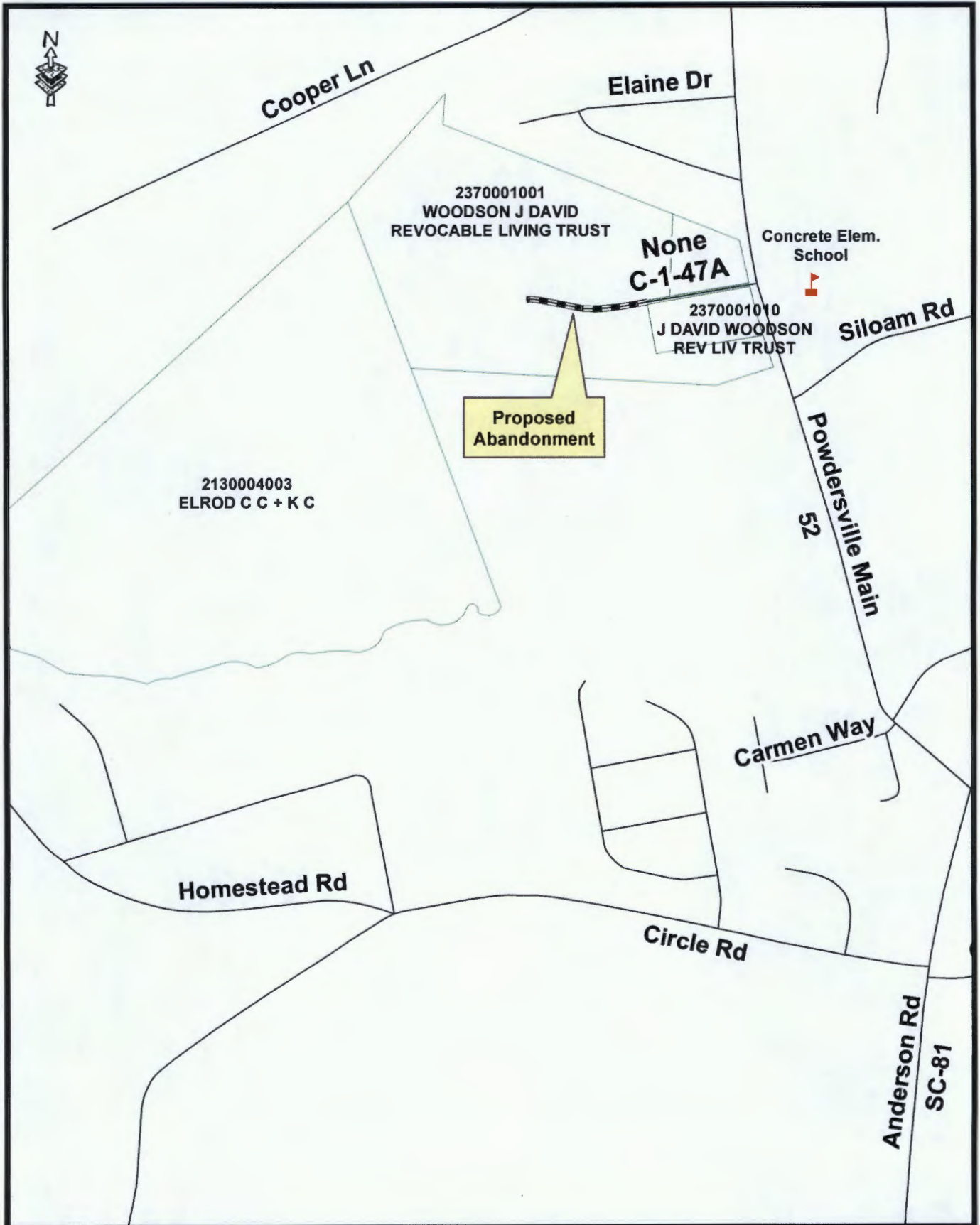
Gracie Floyd
Council District 2

Ken Waters
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Proposed Abandonment of
C-1-47A None



C-01-0047A, None C-17-18B
View from beginning of abandonment



View from End of County Maintenance sign



C-01-0047A, None (Unnamed Road)
Public Comments / Inquiries

| Date | Name | Address | Phone | Comments |
|-------------|-------------|----------------|--------------|-----------------|
| 5/1/2018 | Anonymous | N/A | 864-505-7172 | Inquiry |
| 5/3/2018 | Jean Oliver | N/A | 864-455-1600 | Inquiry |

Prepared By and Return To:
McAngus, Goudelock and Courie, LLC
1320 Main Street 10th Floor
Columbia, South Carolina 29201
Attention: David A. Ross, Esq.

(Space above this line for Recorder's Use)

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

**RELEASE OF CLAIMS AND TERMINATION
OF ACCESS EASEMENTS; TEMPORARY AND
PERMANENT ACCESS-INGRESS/EGRESS
EASEMENT**

THIS RELEASE OF CLAIMS AND TERMINATION OF ACCESS EASEMENTS; TEMPORARY AND PERMANENT ACCESS-INGRESS/EGRESS EASEMENT (the "Agreement") for consideration of Five Dollars (\$5.00) and no/100 and other valuable consideration, is given this 15 day of April, 2018 by Mungo Homes Inc. ("Grantor") for the temporary and permanent benefit of The Estate of C. C. Elrod and K. C. Elrod (the "Elrods") (Grantor and the Elrod's are herein collectively referred to as the "Parties").

RECITALS

WHEREAS, Grantor is the record title holder of approximately 43.7 acres, more or less, located on Powdersville Main Road, in the County of Anderson and State of South Carolina, designated and shown as TMS Nos. 2370001001 and 2370001011 (the "Grantor's Property"); and

WHEREAS, The Elrods are the record title holders of approximately 49.53 acres, bearing Anderson County Tax Map Number 2130004003 (the "Elrods' Property"); and

WHEREAS, The Elrods' Property is landlocked and the Elrods have previously used a portion of the Grantor's Property to access the Elrods' Property, as generally shown and identified as "Westchester Way - Right of Way by Prescription" (the "Current Access") on that Survey For James D. Woodson & Gail W. Keever, prepared by Jay Dunn, Land Surveyor, recorded in the ROD for Anderson County in Book 1588, Pages 5 and 6 (the "Current Access Plat"). However, there is no known recorded easement providing legal access to the Elrods' Property over the Grantor's Property; and

WHEREAS, The Grantor's Property will be developed to create a residential subdivision, generally shown on the Preliminary Plat, prepared by Gray Engineering, attached hereto as Exhibit "A" (the "Preliminary Plat"), which shall have county maintained roads and will contain a gravel drive which can be used to provide access to the Elrods' Property; and

WHEREAS, Until those roads and gravel drive have been constructed, Grantor wishes to also grant to the Elrods, a temporary access-ingress/egress easement over the Grantor's Property, for the purpose of access to the Elrods' Property; and

WHEREAS, the Parties hereto have agreed to the establishment of this Release and Termination and Temporary and Permanent Access-Ingress/Egress Easement as set forth herein for the benefit of both the Grantor's Property and the Elrods' Property.

NOW, THEREFORE, the Parties, for themselves, and their respective successors, successors in title, and assigns, and for valuable consideration, the receipt and sufficiency of which is acknowledged by both Grantor and the Elrods, do hereby, establish, grant, convey, provide and agree as follows:

1. The foregoing Recitals are incorporated and made a part of this Agreement.
2. **Release.** The Elrods do hereby terminate and release any rights that they may have acquired in and to the Grantor's Property. This release shall cover all rights and interests claimed by the Elrods to use the Grantor's Property, but specifically any easement claims, recorded or otherwise, including, but not limited to, easement by plat, easement by prescription, easement by prior use and easement by necessity. The Elrods hereby grant, transfer, quitclaim and release all of their rights, title and equitable or legal interest in and to the Grantor's Property to the Grantor.
3. **Permanent Access-Ingress/Egress Easement.** Grantor does hereby, grant and establish for the benefit of the Elrods and their successors, assigns, tenants, invitees, and guests, a permanent, perpetual, irrevocable, Access-Ingress/Egress Easement for vehicular and pedestrian ingress and egress, over an area, measuring at least 30 feet in width, which will provide access to the Elrods' Property, on, over and across that portion of the Grantor's Property, shown and described on the Preliminary Plat and referenced as "Ex. Drive. /Access to Property/Gravel Drive". The easement itself is shown on the Preliminary Plat, and will begin at the entrance to the Grantor's Property from the Existing Drive and shall terminate on the Elrods' Property approximately at the existing drive. Grantor herein reserves the subjective right to move or relocate the location of this Permanent Access- Ingress/ Egress Easement, should the need arise during the development of the Grantor's Property, as reasonably determined by the Grantor, but not more than thirty feet to the right or left of its location defined herein, provided that the origin and terminus of the easement remain the same.. Grantor also reserves the right to move or relocate the easement, during development of the Grantor's Property, by any state or local municipality, provided the origin of the Permanent Access-Ingress Easement remains the same and its terminus is not moved more than ten feet to the right or left of its location defined herein . With the exception of the easement rights transferred herein, nothing here shall be construed as dedication of any roads shown on the Preliminary Plat or any subdivision plat of the Grantor's Property.
4. **Restrictions on Permanent Access-Ingress/Egress Easement.** The rights herein granted to the Elrods and their successors, assigns, tenants, invitees, and guests, shall be limited for the use of a single family residential owner of the existing single family dwelling , unless approved in writing by the Grantor, its successors and assigns, which approval can be withheld in its sole discretion. The easement may not be used to access any property other than the Elrods' Property and it may be terminated by Grantor, its successors and assigns, if it is used by another property or owner or if combined with or subdivided into sub parcels, without the prior written consent of the Grantor, which consent may be withheld at its sole discretion. Notwithstanding the foregoing, the immediate and extended family of C.C. Elrod and their successors, assigns, tenants, invitees, and guests shall have the right to access the Elrods' Property and shall be permitted to use the easement granted herein if they so choose to subdivide or partition the property amongst themselves, but not into more than 8 parcels. However, any commercial use of the easement, including, but not limited to, residential development of the Elrods' Property shall be strictly prohibited, without the prior written consent of the Grantor, its successors and assigns, which consent shall be at the sole discretion of the Grantor, its successors and assigns. Notwithstanding the foregoing, the Elrods shall be permitted to continue to conduct the standard commercial farming activities that are currently being conducted on the Elrods Property.

The easement shall be exclusive, but may be used by the Grantor and its successors and assigns for public service emergency purposes only. Grantor shall construct the gravel road which shall be installed over the easement granted herein and the Elrods and their successors and assigns shall thereafter maintain the easement in a good, commercially reasonable, condition and appearance, acceptable to the Grantor and its successors and assigns, as determined in the reasonable discretion of the Grantor, its successors and assigns. The easement may be terminated by Grantor, its successors and assigns, if any of the foregoing restrictions are violated, if written notice is given and no correctable action has been taken within 30 days, by filing a Notice of Termination in the Anderson County ROD Office .
5. **Temporary Access-Ingress/Egress Easement.** Grantor does hereby, grant and establish for the benefit of the Elrods and their successors, assigns, tenants, invitees, and guests, a temporary easement for access to the Elrods' Property, including ingress and egress over the area generally shown on the Current Access Plat as "Westchester Way - Right of Way by Prescription". At no point shall grantee ever be restricted access to the Elrod property.
6. **Termination of Temporary Access-Ingress/Egress Easement.** The rights granted herein under Section 5 above, shall automatically and irrevocably terminate, once Grantor has constructed the permanent access road as described in Section 3 above, to be generally located as shown on the Preliminary Plat as "Ex. Drive. / Access to Property/Gravel Drive".
7. **Legal Effect.** The rights of the Permanent Access-Ingress/Egress Easement declared hereby: (a)

shall be an estate prior to any existing or future lease, lien, deed, estate, or encumbrance whatsoever; (b) shall be perpetual (except as defined herein or as hereinafter provided with respect to mortgagees) and shall run with the land, be binding upon, and inure to the benefit of, the parties hereto, their respective successors and assigns and, subject to the limitation stated hereinafter, all existing and future mortgagees having an interest in any properties described herein, provided, however, that the rights of any mortgagee having an interest in either all or part of the aforesaid properties shall cease and terminate at such time as the respective mortgage or mortgages of said mortgagee are satisfied and discharged of record, unless such mortgagee shall become successor in title to owner of such parcel by reason of foreclosure or voluntary conveyance of such owner's interest to such mortgagee;

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

8. **Captions, Gender and Number.** Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

9. **Binding Effect.** Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and assigns of the parties to this Agreement.

10. **Waiver.** Any consent to or waiver of any provision hereof shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of either party to complain of any act or failure to act of the other party, irrespective of the duration of such failure, shall not constitute a wavier or modification of rights hereunder. No waiver or modification hereunder shall be effective unless the same is in writing and signed by the party against whom it is sought.

11. **Severability.** If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The parties agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the parties consent to an interpretation by the court which will provide enforcement to the maximum extent permitted by law.

12. **Entire Agreement; Amendment.** This Agreement is the entire agreement and understanding of the parties with respect to the matters contemplated herein, and hereby supersedes and replaces any prior agreements, oral or written, concerning rights of the Elrod Property to use the Grantor's Property for access, whether recorded or not. This Agreement may be amended only by a written instrument executed by the party against whom enforcement is sought and recorded in the ROD Office for Anderson County.. The parties agree to execute any documents necessary to carry out the terms of this Agreement.

13. **Governing Law, Jurisdiction and Enforcement.** This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. For purposes of any litigation arising from or related to this Agreement, the parties hereby submit to the jurisdiction of the appropriate state court located in Anderson County, South Carolina. Any of the parties to this Agreement, and any homeowners association, may enforce this Agreement by appropriate legal action, at law or in equity, and the prevailing party in such legal action shall recover as part of its costs a reasonable attorney's fee.

IN WITNESS WHEREOF, Grantor has duly executed and delivered this Agreement under seal on the date first written above.

WITNESSES TO ALL:

Estate of C. C. Elrod

Karen E. Martin
Witness No. 1

Tommy A. Spoon
Witness No. 2 / Notary Public

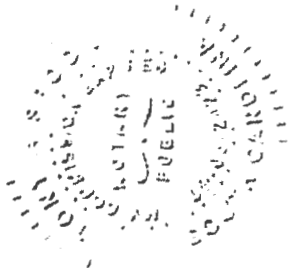
By: Julie Hooper
Its: personal Representative

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

ACKNOWLEDGMENT

On this Sunday day of Apr. 15, 2018, before me personally appeared Julie Hooper, Personal Representative of the Estate of C.C. Elrod, who acknowledged to me that she executed the foregoing **RELEASE OF CLAIMS AND TERMINATION OF ACCESS EASEMENTS; AND TEMPORARY AND PERMANENT ACCESS-INGRESS/EGRESS EASEMENT;** and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Tommy A. Spoon
(Signature of Notary Public)
Name: Tommy A. Spoon
Notary Public for the State of South Carolina
My Commission expires: 9-5-2023



IN WITNESS WHEREOF, Elrod has duly executed and delivered this Agreement under seal on the date first written above.

WITNESSES TO ALL:

John E. Martin
Witness No. 1

Lenny A. Sporn
Witness No. 2 / Notary Public

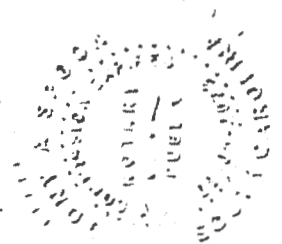
Kay C. Elrod

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

ACKNOWLEDGMENT

On this 15 day of March 2018, before me personally appeared K.C. Elrod, who acknowledged to me that he executed the foregoing **RELEASE OF CLAIMS AND TERMINATION OF ACCESS EASEMENTS; AND TEMPORARY AND PERMANENT ACCESS-INGRESS/EGRESS EASEMENT;** and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Lenny A. Sporn
(Signature of Notary Public)
Name: Lenny A. Sporn
Notary Public for the State of South Carolina
My Commission expires: 9-5-2023



THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATIONS
500 5TH AVENUE
NEW YORK 17, N.Y.

conducted a laboratory-based study that showed that a 30-minute, low-impact aerobics program can improve the heart rate and blood pressure of sedentary individuals. The study also found that a 30-minute, low-impact aerobics program can improve the heart rate and blood pressure of sedentary individuals.

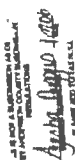
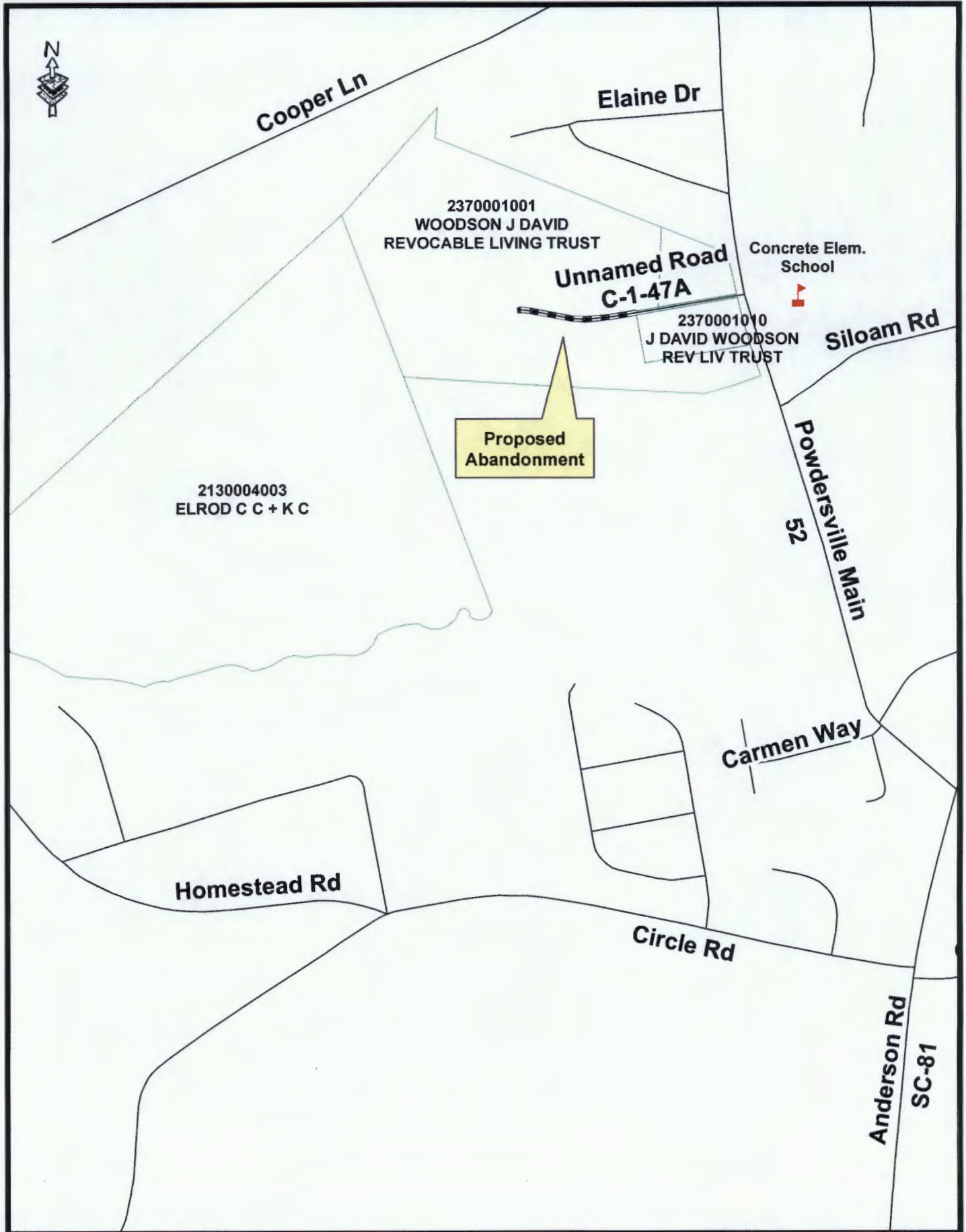
[illegible]

Exhibit A



735 Michelin Boulevard, Anderson, SC 29625
(864) 260-4190

Date: April 17, 2018

We, the undersigned landowners, do petition Anderson County Roads & Bridges to abandon the road, or portion of road, named above.

Signature (Do not print)

Address

29642

Phone Number

[illegible]



**ANDERSON
COUNTY**
SOUTH CAROLINA

Tommy Dunn
Chairman
Council District 5

Ray Graham
Vice Chairman
Council District 3

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Thomas F. Allen
Council District 4

Ken Waters
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Crosgaert
Clerk to Council

Rusty Burns
County Administrator

AGENDA
Planning and Public Works Committee Meeting
Tuesday, June 5, 2018 at 12pm
Anderson Historic Courthouse
101 South Main Street, Anderson, South Carolina 29622

M. Cindy Wilson, Presiding

Planning/Public Works Committee

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

1. Call to Order: Chairman M. Cindy Wilson
2. Invocation and Pledge: Mr. Craig Wooten
3. Executive Session: Duke Energy Solar Proposal Ms. Emily DeRoberts
4. Affordable Housing: Renovation, Redevelopment, Resources:
starting the conversation Mr. Rusty Burns
5. Due diligence and continued discussion on dispersal of
Anderson County Properties Mr. Mike Freeman
6. Capital Improvement Plan: Ms. Celia Meyers
7. New Business
8. Citizens Comments
9. Adjournment

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

Lacey A. Croegaert

From: Homeland Park Fire <hpfd3@charter.net>
Sent: Monday, May 14, 2018 3:32 PM
To: Lacey A. Croegaert
Subject: Funds request for Independence Day Event

Homeland Park Fire Dept.

PO Box 13138

Anderson, SC 29624

www.facebook.com/HomelandParkFireDepartment

www.homelandparkfire.com

864-296-9716

We would like to request funds for our event this year that will be held on Saturday, June 30, 2018.

Last year we received \$5500.00 from council. Our budget for the event is:

| | |
|----------------------------------|-----------|
| Fireworks, shooter and insurance | \$4000.00 |
| Music, DJ and band | 1000.00 |
| Blow up toys for kids | 800.00 |

Please let us know via Email with any amount that you can help us with.

David Rodgers

Chairman

Board of Directors

HPFD

864-940-0113

**TRANSFERS FOR COUNCIL MEETING
JUNE 05, 2018**

Co mtg on 6/5/18

BUDGET TRANSFER

DIVISION:

Administrator

DEPARTMENT:

Administrator

FROM:

TO:

AMOUNT:

TITLE Fuel
ACCT.# 001-5013-000-216

TITLE Awards & Recognitions
ACCT# 001-5013-000-217 97.28

TITLE Supplies - Photo
ACCT.# 001-5013-000-271

TITLE Telephone
ACCT# 001-5013-000-275 149.93

Total 247.21

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

REASON:

217 - Transfer need to cover imprint and/or shipping & handling of AC items for employees.

275 - Allocation for account is negative as result of changes in plans, line add-ons, equipment, etc.

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: 6/21/2018

Journal Entry # _____

DATE: _____

6/15/18

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: MAGISTRATE

| FROM: | | TO: | | AMOUNT: |
|--------|--------------|-------|-----------------|----------|
| TITLE | TELEPHONE | TITLE | PHOTOCOPY EQUIP | |
| ACCT.# | 5057-000-275 | ACCT# | 5057-000-347 | \$300.00 |
| TITLE | _____ | TITLE | _____ | |
| ACCT.# | _____ | ACCT# | _____ | |
| TITLE | _____ | TITLE | _____ | |
| ACCT# | _____ | ACCT# | _____ | |
| TITLE | _____ | TITLE | _____ | |
| ACCT.# | _____ | ACCT# | _____ | |
| TITLE | _____ | TITLE | _____ | |
| ACCT.# | _____ | ACCT# | _____ | |

Total \$ 300.00

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

REASON:

CONTRACT 020-0037627-001 CONTINUED MAINTENANCE WORK ORDER FOR BOND COURT XEROX EQUIPMENT

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: 4 27 18

DATE: 5-1-18

DATE:

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: MAGISTRATE

| FROM: | | TO: | | AMOUNT: |
|--------|------------|-------|-----------------------|---------|
| TITLE | TELEPHONE | TITLE | PROFESSIONAL SERVICES | |
| ACCT.# | 5057000275 | ACCT# | 5057000304 | 400.00 |
| TITLE | _____ | TITLE | _____ | _____ |
| ACCT.# | _____ | ACCT# | _____ | _____ |
| TITLE | _____ | TITLE | _____ | _____ |
| ACCT.# | _____ | ACCT# | _____ | _____ |
| TITLE | _____ | TITLE | _____ | _____ |
| ACCT.# | _____ | ACCT# | _____ | _____ |
| TITLE | _____ | TITLE | _____ | _____ |
| ACCT.# | _____ | ACCT# | _____ | _____ |

Total

\$ 400.00

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

UNFORSEEN MAINTENANCE COST OCCURED WITH OFFICE MACHINES LEFT THE PROFESSIONAL SERVICE

ACCOUNT SHORT FOR THE DOCUMENT SHREDDING SERVICE

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:

4-30-2018

5-2-18

5-2-18

Co 6518

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Development Standards

| FROM: | | TO: | AMOUNT: |
|--------|----------------------|-------|------------------|
| TITLE | Training | TITLE | Lodging |
| ACCT.# | 5089-000-000-277 | ACCT# | 5089-000-000-293 |
| | | | 507.48 |
| TITLE | Travel | TITLE | Lodging |
| ACCT.# | 5089-000-000-279 | ACCT# | 5089-000-293 |
| | | | 341.32 |
| TITLE | Dues & Subscriptions | TITLE | Registration |
| ACCT# | 5089-000-000-204 | ACCT# | 5089-000-000-293 |
| | | | 588.10 |
| TITLE | Fuel & Oil | TITLE | Registration |
| ACCT.# | 5089-000-000-218 | ACCT# | 5089-000-000-293 |
| | | | 61.00 |
| TITLE | | TITLE | |
| ACCT.# | | ACCT# | |

Total \$1,477.90 0.00

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

REASON:

Funds are needed for National Training with FEMA/National Conference. Funds were allocated in original budget for Manager. The Board of Zoning Appeals and Citizens Advisory Committees (7) were required to take additional training from the State of SC/Legal Aspect as well as attend the SCAPA Conference that incurred additional expenses.

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

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

DEPT. HEAD:

Alesia A. Hunter *Alesia Hunter*

DATE: May 15, 2018

DIVIS HEAD:

10/11/18

DATE: *5/12/18*

FINANCE:

5/23/18

DATE: *5/23/18*

ADMINISTRATOR:

5/30/18

DATE: *5/30/18*

Journal Entry #

DATE:

Co. 6-5-18

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Development Standards

| FROM: | | TO: | AMOUNT: |
|--------|----------------------|-------|-------------------------|
| TITLE | Computer Software | TITLE | Advertisement |
| ACCT.# | 5089-000-000-209 | ACCT# | 5089-000-000-201 800.00 |
| TITLE | Printing | TITLE | Insurance |
| ACCT.# | 5089-000-000-245 | ACCT# | 5089-000-000-228 60.00 |
| TITLE | Fuel & Oil | TITLE | Telephone |
| ACCT# | 5089-000-000-216 | ACCT# | 5089-000-000-275 200.00 |
| TITLE | Books & Publications | TITLE | Postage |
| ACCT.# | 5089-000-000-204 | ACCT# | 5089-000-000-243 200.00 |
| TITLE | Fuel & Oil | TITLE | Safety |
| ACCT.# | 5089-000-000-216 | ACCT# | 5089-000-000-284 88.00 |

Total \$ 1149.00 0.00

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

Advertisement Budget- Cancellation of numerous meetings due to lack of quorum and also 2 Special Called Meetings were held.

Safety items for illegal signage removal.

Postage- Cancellation of numerous meetings due to lack of quorum-Special Called Meetings-Additional postage required.

Telephone- Needed funds taken to the end of FY

Insurance-State purchase of vehicle. rates higher than anticipated.

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: May 15, 2018

DIVIS HEAD:

DATE:

FINANCE:

DATE:

ADMINISTRATOR:

DATE:

Journal Entry #

DATE:

Co 6-5 18

BUDGET TRANSFERDIVISION: Public WorksDEPARTMENT: Development Standards

| FROM: | | TO: | AMOUNT: |
|--------|----------------------|-------|--------------------------|
| TITLE | Office | TITLE | 5069-000-000-102 |
| ACCT.# | 5069-000-000-269 | ACCT# | Part Time- Office 484.88 |
| TITLE | Books & Publications | TITLE | 5069-000-000-102 |
| ACCT.# | 5069-000-000-204 | ACCT# | Part Time-Office 200.00 |
| TITLE | | TITLE | |
| ACCT# | | ACCT# | |
| TITLE | | TITLE | |
| ACCT.# | | ACCT# | |
| TITLE | | TITLE | |
| ACCT.# | | ACCT# | |

Total \$664.68 0.00Explain, in COMPLETE DETAIL, the reason for the transfer.**REASON:**

Department is in great need of additional resources with work load. Staff members are currently working until 7:00PM/Manager until 8:00PM to keep up with the work load. In addition, two staff members are having medical issues and have missed time from work.

I do not know when they will be out again. Employees will be taking vacation time off and we will need to be able to cover scheduled vacation time off. Manager will be working with The City of Belton and the Town of Williamston to complete their FEMA Audit in which we are under contract with to complete and will require working at their office.

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

DEPT. HEAD:

Alesia A. Hunter

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE: May 15, 2018

DATE:

DATE:

DATE:

Journal Entry #

DATE:

MEMORANDUM

To: Holt Hopkins, Deputy Administrator
Megan Young, Operations Analyst

From: Alesia Hunter 

Date: May 15, 2018

RE: Transfers Needed for Part-Time (Internship)

I currently have an intern that is working to help with general clerical and also with the Board Meetings with packages, filling, scanning, in for individuals on vacation and sick leave. We are very busy and we cannot handle the work load without staff (intern) working additional hours.

Two staff members are working until 6:00-7:00pm during the week to keep up. I am working until 8:00PM to keep major projects on schedule and the office moving forward without delays.

For example today, I have two employees that have Dr's. Appointments today and will not return to the office. If a person wanted to have a vacation day off, this would only leave two people in the office and they cannot handle the work load. With the intern, it allows them to issue permits without interruption.

In addition, I have two employee's that are having major medical issues and are missing time from work. I do not know when they will be out again. I need to be prepared moving forward to be able to keep us moving forward while not sacrificing other tenure employees from the joy of taking vacation and the stress if they are out on sick leave.

I am also getting ready to start with the FEMA Audit for the Town of Williamston and the City of Belton that we are in contract for so it will require me to be down at each office to get them through their audit.

Thank you for your time and consideration.

BUDGET TRANSFERDIVISION: Voter Registration and ElectionsDEPARTMENT: 5081-Voter Registration and Elections

| FROM: | | TO: | AMOUNT: |
|--------|-----------------------------|-------|-----------------------------|
| TITLE | <u>Supplies</u> | TITLE | <u>Rent-Equipment</u> |
| ACCT.# | <u>5081-000-269</u> | ACCT# | <u>5081-000-247</u> |
| | | | <u>2,386.10</u> |
| TITLE | <u> </u> | TITLE | <u> </u> |
| ACCT.# | <u> </u> | ACCT# | <u> </u> |
| TITLE | <u> </u> | TITLE | <u> </u> |
| ACCT# | <u> </u> | ACCT# | <u> </u> |
| TITLE | <u> </u> | TITLE | <u> </u> |
| ACCT.# | <u> </u> | ACCT# | <u> </u> |
| TITLE | <u> </u> | TITLE | <u> </u> |
| ACCT.# | <u> </u> | ACCT# | <u> </u> |
| Total | | | <u>2,386.10</u> |

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

Rent Tent to provide cover over patio to building for Election Central. Where voters, citizens, media, and candidates can view equipment being returned, results being tabulated and reported. Civic Center of Anderson was unavaiaabe due to conflict in scheduling with new arena football and graduations.

Having Election Central at the office also provides more security and centralized location for returns.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

Katy Smith

DIVIS HEAD:

Katy Smith

FINANCE:

[Signature]

ADMINISTRATOR:

[Signature]

Journal Entry #

DATE:

5/9/18

DATE:

5/9/18

DATE:

5-14-18

DATE:

5-18-18

DATE:



Standard Order

Job # 507607

Active

Event Rentals

529 Camson Rd | Anderson, SC 29625

864.965.9100 | www.event-rentals.com

Monday - Friday 8:30 AM- 5:00 PM

Invoice to:

Delivery Address:

Job # 507607

Anderson County Election Commission
PO BOX 8002,
Anderson , SC 29622

Anderson County Election Commissions Office
301 N. Main St.,
Anderson SC 29621

Contact: Katy Smith
Phone: (864) 260-4035
Cell: (864) 934-601

Contact: Beth Keaton
Phone: (864) 260-4058

Order Status: Active
Order Date: 04/27/2018
Sales Person: Rachel Coley
Job Modified: Apr 27 2018 8:13AM

Balance Due: \$1,193.05

PO #
Payment Type:

| Delivery | Event Time | Pickup |
|------------------------------|-----------------------------|-----------------------------|
| 6/26/2018 8:00 AM - 10:00 AM | 6/26/2018 5:00 PM - 8:00 PM | 6/27/2018 8:00 AM - 5:00 PM |

JOB DESCRIPTION: Anderson County Election Commission

| Quantity | Description | Duration | Price | Subtotal |
|----------|-------------------------------------------------------------------|----------|----------|------------|
| 1 | Tent Frame 15x50 Future Lite* | 1 Days | \$525.00 | \$525.00 |
| 330 | Mini Lights - per foot | 1 Days | \$1.00 | \$330.00 |
| 80 | Tent Sides 8' Window (per ft) <i>Note: Does not roll down.</i> | 1 Days | \$2.00 | \$160.00 |
| Total | | | | \$1,015.00 |

Delivery/Misc

| Quantity | Description | Price | Subtotal |
|---------------------|--------------------|----------|----------|
| 1 | Delivery & Pick Up | \$100.00 | \$100.00 |
| Total Delivery/Misc | | | \$100.00 |

Notes:

| | |
|-----------------|------------|
| Product Total: | \$1,015.00 |
| Service Charge: | \$0.00 |
| Damage Waiver: | \$0.00 |
| Labor: | \$0.00 |
| Delivery/Misc: | \$100.00 |
| Tax: | \$78.05 |

Job Total: \$1,193.05

Disclaimer:

Payment is due one week prior to delivery or customer pick up. All adjustments made within 5 days of the delivery date cannot be guaranteed and are based on availability. Delivery does not include setup of tables, chairs, or linens, unless otherwise stated on the rental order. A replacement fee will be charged for any items that have been damaged or have not been returned. We do not accept checks within a week of the rental date. A copy of our rental policies may be provided upon request.



Standard Order

Job # 507597

Active

Event Rentals

529 Camson Rd | Anderson, SC 29625

864.965.9100 | www.event-rentals.com

Monday - Friday 8:30 AM- 5:00 PM

Invoice to:

Delivery Address:

Job # 507597

Anderson County Election Commission
PO BOX 8002,
Anderson , SC 29622

Anderson County Election Commissions Office
301 N. Main St.,
Anderson SC 29621

Contact: Katy Smith
Phone: (864) 260-4035
Cell: (864) 934-601

Contact: Beth Keaton
Phone: (864) 260-4058

Order Status: Active
Order Date: 04/27/2018
Sales Person: Rachel Coley
Job Modified: Apr 27 2018 7:50AM

Balance Due: \$1,193.05

PO #
Payment Type:

| Delivery | Event Time | Pickup |
|------------------------------|-----------------------------|-----------------------------|
| 6/12/2018 8:00 AM - 10:00 AM | 6/12/2018 5:00 PM - 8:00 PM | 6/13/2018 8:00 AM - 5:00 PM |

JOB DESCRIPTION: Anderson County Election Commission

| Quantity | Description | Duration | Price | Subtotal |
|----------|-------------------------------------------------------------------|----------|----------|------------|
| 1 | Tent Frame 15x50 Future Lite* | 1 Days | \$525.00 | \$525.00 |
| 330 | Mini Lights - per foot | 1 Days | \$1.00 | \$330.00 |
| 80 | Tent Sides 8' Window (per ft) <i>Note: Does not roll down.</i> | 1 Days | \$2.00 | \$160.00 |
| Total | | | | \$1,015.00 |

Delivery/Misc

| Quantity | Description | Price | Subtotal |
|---------------------|--------------------|----------|----------|
| 1 | Delivery & Pick Up | \$100.00 | \$100.00 |
| Total Delivery/Misc | | | \$100.00 |

Notes:

| | |
|-----------------|------------|
| Product Total: | \$1,015.00 |
| Service Charge: | \$0.00 |
| Damage Waiver: | \$0.00 |
| Labor: | \$0.00 |
| Delivery/Misc: | \$100.00 |
| Tax: | \$78.05 |

Job Total: \$1,193.05

Disclaimer:

Payment is due one week prior to delivery or customer pick up. All adjustments made within 5 days of the delivery date cannot be guaranteed and are based on availability. Delivery does not include setup of tables, chairs, or linens, unless otherwise stated on the rental order. A replacement fee will be charged for any items that have been damaged or have not been returned. We do not accept checks within a week of the rental date. A copy of our rental policies may be provided upon request.

Co mts 6/5/18

BUDGET TRANSFERDIVISION: Public WorksDEPARTMENT: Fleet Services

| FROM: | | TO: | AMOUNT: |
|--------|-------------------------|-------|--------------------------------------------|
| TITLE | TELEPHONE | TITLE | FUEL & OIL |
| ACCT.# | <u>001-5226-000-275</u> | ACCT# | <u>001-5226-000-216</u> \$ <u>1,000.00</u> |
| TITLE | TRAINING | TITLE | FUEL & OIL |
| ACCT.# | <u>001-5226-000-277</u> | ACCT# | <u>001-5226-000-216</u> \$ <u>1,000.00</u> |
| TITLE | REPAIRS TO EQUIPMENT | TITLE | FUEL & OIL |
| ACCT.# | <u>001-5226-000-303</u> | ACCT# | <u>001-5226-000-216</u> \$ <u>1,000.00</u> |

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

REASON:

Increase in fuel prices along with increase in loaner vehicle usage and increase in highway repairs has
caused this account to exceed the budgeted amount.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE: 05/08/2018DATE: 5/14/18DATE: 5/15/18DATE: 5/30/18

Journal Entry #

DATE:

Co mtg 6-5-18

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Transportation Committee

| FROM: | | TO: | AMOUNT: |
|--------|------------------------------|-------|---------------------------------------|
| TITLE | <u>Bank Fees and Charges</u> | TITLE | <u>Supplies - Office</u> |
| ACCT.# | <u>137-5985-000-203</u> | ACCT# | <u>137-5985-000-269</u> \$ <u>100</u> |
| TITLE | <u>Travel</u> | TITLE | <u>Supplies - Office</u> |
| ACCT.# | <u>137-5985-000-279</u> | ACCT# | <u>137-5985-000-269</u> \$ <u>300</u> |

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

REASON:

increase in supplies needed to create and send packets to committee members after our Division began
administering the program again

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:

Mary
H. H. Hopkins
Pressley

5/23/18
5/23/18
5-29-18
5-30-18

6-5:18
18

BUDGET TRANSFER

DIVISION: EMS

DEPARTMENT: EMS

| FROM: | | TO: | AMOUNT: |
|--------|--------------------|------------------------|----------|
| TITLE | Repairs | TITLE Telephone | |
| ACCT.# | 193-5972-000-252 | ACCT# 193-5972-000-275 | 5,000.00 |
| TITLE | Supplies - Medical | TITLE Lodging | |
| ACCT.# | 193-5972-000-283 | ACCT# 193-5972-000-293 | 800.00 |
| TITLE | Supplies - Medical | TITLE Registrations | |
| ACCT.# | 193-5972-000-283 | ACCT# 193-5972-000-294 | 160.00 |
| TITLE | | TITLE | |
| ACCT.# | | ACCT# | |
| Total | | | 5,960.00 |

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

REASON:

- 1) Verizon is averaged at 1,800 monthly. This also includes AT & T, and Sprint
- 2) Training classes and National EMS Convention
- 3) Training classes and National EMS Convention

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

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

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

Co. mtg 6-5-18

BUDGET TRANSFER

DIVISION: Administration

DEPARTMENT: Employee Benefits

| FROM: | | TO: | AMOUNT: |
|--------|------------------|-------|------------------------|
| TITLE | Health Insurance | TITLE | Insurance Reserve Fund |
| ACCT.# | 001-5831-000-160 | ACCT# | 001-5831-00-118 |
| | | | 2,385.00 |
| TITLE | | TITLE | |
| ACCT.# | | ACCT# | |
| TITLE | | TITLE | |
| ACCT# | | ACCT# | |
| TITLE | | TITLE | |
| ACCT.# | | ACCT# | |
| TITLE | | TITLE | |
| ACCT.# | | ACCT# | |
| Total | | | 2,385.00 |

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

REASON:

Increase in Tort Liability for General fund employees

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: [Signature] DATE: 5-21-18

Journal Entry # _____ DATE: _____

Co 6-518

BUDGET TRANSFER

DIVISION: PUBLIC WORKS

DEPARTMENT: SOLID WASTE

| FROM: | | TO: | | AMOUNT: |
|--------|------------------|-------|----------------------|---------|
| TITLE | ASPHALT | TITLE | DUES & SUBSCRIPTIONS | |
| ACCT.# | 420-5954-000-261 | ACCT# | 420-5954-000-211 | \$25.00 |
| 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:**

During the budget process, budget was slightly underestimated.

American Public WorksSWANA

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

Darryl P. Davis

DIVIS HEAD:

John A. Smith

FINANCE:

[Signature]

ADMINISTRATOR:

[Signature]

Journal Entry #

DATE:

5/17/18

DATE:

5/22/18

DATE:

5/30/18

DATE:

DATE: