



**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  
July 10, 2018 at 6:00 PM  
Historic Courthouse – Council Chambers – Second Floor  
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**

2. **RESOLUTIONS/PROCLAMATIONS:**

**RESOLUTION**

- a. **2018-034**: a resolution to honor and recognize the Clemson Intercollegiate Eventing Team for their dedicated sportsmanship and outstanding performance at the USEA Intercollegiate Championship.  
Ms. M. Cindy Wilson (allotted 5 minutes)

- b. **2018-036**: a resolution to honor and applaud Berkley Bryant for her academic accomplishments; most recently claiming the title as Miss South Carolina Teen 2018.  
All Council (allotted 5 minutes)

3. **ADJOURNMENT:**

AGENDA  
ANDERSON COUNTY COUNCIL  
REGULAR MEETING  
July 10, 2018 at 6:30 PM

1. **CALL TO ORDER:**

2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Ray Graham

3. **APPROVAL OF MINUTES:** June 5, 2018 and June 19, 2018

4. **CITIZENS COMMENTS:** Agenda Matters

5. **PRESENTATION OF THE GOLDEN YEARS JAMBOREE:**

- Ms. Kelly Jo Barnwell (allotted 10 minutes)  
Ms. Gracie S. Floyd (allotted 10 minutes)

6. **THEN AND NOW:**

7. **COUNTY CONCERNS:** Ms. Gracie S. Floyd (allotted 15 minutes)

8. **ORDINANCE- THIRD READING:**

- a. **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.  
**PUBLIC HEARING-NO TIME LIMITS** Mr. Burriss Nelson (allotted 5 minutes)

- b. **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.  
**PUBLIC HEARING-NO TIME LIMITS** Mr. Jeff Parkey (allotted 5 minutes)

- c. **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.  
Mr. Jeff Parkey (allotted 5 minutes)

9. **ORDINANCE SECOND READING:** none

**10. ORDINANCE FIRST READING:**

- a. **2018-023:** an ordinance amending the Zoning Map to rezone +/- 2.5 acres from C-2(Highway Commercial) to R-MHP (Manufactured Home Park) at 1113 Beaverdam Road. **PUBLIC HEARING-NO TIME LIMITS**  
Mr. Jeff Parkey (allotted 5 minutes)
- b. **2018-024:** an ordinance authorizing the amendment of Anderson County Ordinance 2014-040, and the documents authorized thereby, in certain limited regards and particulars. Mr. Burriss Nelson (allotted 5 minutes)
- c. **2018-025:** an ordinance authorizing the sale of certain property in the Clemson Research Park pursuant to a lease agreement Between Anderson County, South Carolina and Anderson County Development Partnership dated July 14, 2006.  
Mr. Rusty Burns (allotted 5 minutes)

**11. RESOLUTIONS: none**

**12. REPORT FROM ADMINISTRATION POLICY/RULES COMMITTEE MEETING**

**HELD JUNE 21, 2018:**

Chairman Tom Allen (allotted 15 minutes)

- a. Health Insurance Plans

**13. REPORT FROM ADMINISTRATION POLICY/RULES COMMITTEE MEETING**

**HELD JULY 9, 2018:**

Chairman Tom Allen (allotted 15 minutes)

- a. Retiree Health Reimbursement Plan Restatement- (Resolution 2018-035)
- b. Salary Adjustments

**14. REPORT FROM PUBLIC SAFETY COMMITTEE MEETING HELD JULY 9, 2018:**

Chairman Ray Graham (allotted 15 minutes)

- a. Issues with County wrecked vehicles policy and procedures, possible safety actions to improve incident reporting and prevention
- b. Dispatch concerns from Municipal agencies, corrections, updates, short and long term plan
- c. EMS contract update and discussion

**15. APPOINTMENTS:**

**16. REQUESTS BY COUNCIL:**

All Districts (allotted 14 minutes)

- YMCA- Midnight Flight - D1
- Distinguished Young Women – ALL
- Widows Watchman Ministries- ALL
- Leverette-Thomas Post #44 American Legion, Iva, SC- D3

**17. ADMINISTRATORS REPORT:**

(allotted 2 minutes)

- a. Building and Codes Report
- b. Transfers

**18. DISCUSSION OF NEXT COUNTY COUNCIL MEETING:**

Mr. Tommy Dunn (allotted 10 minutes)

**19. CITIZENS COMMENTS:**

**20. REMARKS FROM COUNCIL:**

**21. ADJOURNMENT:**

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

## RESOLUTION # R2018-034

### **A RESOLUTION TO RECOGNIZE AND HONOR THE CLEMSON INTERCOLLEGIATE EVENTING TEAM FOR THEIR DEDICATED SPORTSMANSHIP AND OUTSTANDING PERFORMANCE AT THE USEA INTERCOLLEGIATE CHAMPIONSHIP; AND OTHERS MATTERS RELATED THERETO.**

**Whereas**, the Clemson Intercollegiate Eventing team was founded in 2004 by a small group of students sharing a common interest in the sport of eventing. The mission of the Clemson Intercollegiate Eventing Team is to foster education and training of event team riders and to encourage members to compete and grow their knowledge and experiences in horsemanship; and,

**Whereas**, The Clemson Intercollegiate Eventing team consisting of forty five members and is completely student run without the assistance of a coach. They are is considered a club at Clemson University and as a result they receive minimal funding. The team hold various fundraisers to raise money for team equipment, competitions at collegiate sanctioned horse trials and for costs associated with traveling to the National championship; and,

**Whereas**, the Clemson Intercollegiate Eventing team does not have a designated team barn but instead have the freedom to choose where to board their horses. Most of the horses can be found at local farms such as The Westwind Ranch and Stables, Stoneridge Equestrian Center, Twin Trees and Scott Hills; and,

**Whereas**, the Clemson Intercollegiate Eventing team holds training clinics every semester providing the opportunity for team members to receive lessons with a variety of trainers, and they hold at least two meetings a month to discuss upcoming horse trials, events and fundraisers; and,

**Whereas**, on May 24-27 the Clemson Intercollegiate Eventing team did compete in the Third Annual USEA Intercollegiate Championship held at the Virginia Horse Trial in Lexington, Virginia. The Clemson Intercollegiate Eventing team was chosen as the National Reserve Champions out of the 23 teams competing. Last year the team won the National Intercollegiate Championship; and,

**NOW, THEREFORE, BE IT RESOLVED** that, Anderson County Council wishes to commend these stellar young women who demonstrate high levels of professionalism. Developing life skills such as leadership, responsibility, dedication, and teamwork in a highly competitive environment. We are proud of your accomplishments and we wish you great success in your future endeavors.

Resolved in meeting duly assembled this 10th day of July, 2018.

#### **FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Tommy Dunn, Chairman  
County Council

\_\_\_\_\_  
Craig Wooten  
District One

\_\_\_\_\_  
Gracie S. Floyd  
District Two

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

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Tom Allen  
District Four  
**ATTEST:**

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Ken Waters  
District Six

\_\_\_\_\_  
M. Cindy Wilson  
District Seven

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

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

## **Lacey A. Croegaert**

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**From:** April Crawford <aacrawf@g.clemson.edu>  
**Sent:** Monday, July 02, 2018 10:33 PM  
**To:** Lacey A. Croegaert  
**Subject:** Clemson Intercollegiate Eventing Team

Hey there! I apologize about the delay in the email. I had a few things come up. I was able to get several girls together and we will be at the July 10th meeting at 6:00!

The Clemson Intercollegiate Eventing Team was founded in 2004. The team started out small with about 4 people on it. After a couple of years the team grew and it had about 10-15 people with only a few of them actively competing. Until 2014, USEA did not recognize Intercollegiate Eventing as a program. Everything changed once USEA created the Intercollegiate Eventing program. The team had about 20 people on it in 2014-2015. That following school year the team grew from 20 people to 40! We double in sized and had about 12-13 actively competing members. 2016 was also the first year the USEA held a Intercollegiate Eventing National championship horse trial. We ended up sending one team to this championship that was held in Lexington, VA at the end of May. This team consisted of Alex Peterson, Anna Fogerty, Sarah Pyne and Samantha Hay. With that being the first year of the championship there weren't very many colleges there. I believe there were about 10. After working hard all weekend the girls ended up finishing 2nd and earning Clemson the National Championship reserve title. The girls were less than half a point behind the winning team, University of Georgia. After this the girls vowed to themselves that they'd come back next year and win.

The 2016-2017 school year started and the girls worked hard all year long to be able to go to championships again. We held a two day clinic in September with Allison Springer along with several other dressage and jump clinics throughout the fall and spring to prepare us for championships. This time we sent two teams to the championship horse trials that was held in VA, yet again. After working even harder this entire weekend one of our teams, Clemson Tigers, ended up winning the National Championship! We were so excited and honored to be able to take this win home. It was a a great year for Clemson University because they had just won the National Championship for the football team as well!

After championships, everyone went home giddy and excited. Many of the girls worked very hard over the summer to be able to jump right into work for the next school year. Once the 2017-2018 school year started our team got even bigger. We had 45 members in the fall! These were record numbers for the team. We had many incoming freshman, all ready to be a Clemson Tiger and wear orange and purple out on that XC field! We held a 2 day clinic with Stephen Bradley in Aiken, SC to start out our season with some good prep work. As the semester went on we held a few dressage and jump clinics. As the spring semester was coming to an end we were very excited to announce that we would be sending THREE FULL teams to championships this year! That was more than any other college/university being represented at the championships! We not only had our competitors but several team members came with for cheer-leading and support!!! After a really long, hot weekend our Clemson Tigers team ended up getting National Reserve Champs again! Our Clemson Purple team ended up placing in 6th place! There were a total of 23 teams represented this yer! It was record turn out for National Championship for USEA!

The Clemson Intercollegiate Eventing team does not have a team coach and does not have a team barn. We are completely student ran. We have found it hard to have a team coach and a team barn simply because of personal preferences and differences on the team. Therefor the girls board their horses where ever they feel most comfortable. The local barns that most girls board at are the following:

Westwind Ranch and Stables (Anderson, SC)- Barn manager Kim Moss 864-61-1926  
Stoneridge Equestrian Center (Liberty, SC)- Barn Manager Chimene Evans 864-940-2838

Twin Trees (Pendleton, SC) Barn Manager Kari Tankersley 864-617-0918  
Scott Hills (Pendleton, SC) Barn Manager Chrissy Schuet 864-421-4156

As far as training goes, we hold clinics every semester to provide a way for team members to take lessons with a variety of trainers. We allow our team members to do these clinics but if the spots do not fill up all the way we open the clinic up to the public. We typically hold 2 dressage clinics and 1-2 show jump clinics each semester.

Because we are considered a club at Clemson University we receive minimal funding. Therefor the team holds various fundraisers to help raise money to allow team members to compete at collegiate sanctioned horse trials, team merchandise and to go to national champs at the end of the school year. Our biggest fundraisers by far is the bi-annual CT (schooling show) we hold every semester. It allows us to bring together the Anderson, Liberty, Pendleton and Greenville equestrian community for a horse show. The entire team gets together and runs the horseshow very smoothly. It's a great opportunity for beginner riders to get out and do a show but also a good way for riders to bring out their horse to get start of their show season! Another large fundraiser we hold are peppermint wreaths! The team members get together and make peppermint wreaths that we sell to local barns and persons in the area! They make for great treat gifts but we've also had non-equestrian community, such as teachers, buy them to hang up in their classroom!

We hold at lest 2 team meetings a month where we all get together to discuss upcoming horse trials, events, fundraisers etc. With these team meetings we also hold team dinners at team members houses/apartments. This allows for bonding moments and for all of us to really get to know one another.

As president, I can't say enough how blessed and incredibly proud I am of who and what this team is. I have met my absolute best friends on this team and I don't know where I'd be without them!

I hope this helps give a little intro to the team and what we are! If I am missing anything or if you need to know more immediately feel free to email back and let me know! There will be about 5-8 of us at the meetings next week!

Thank you for this opportunity!

**April Crawford**  
Clemson University, Class of 2019  
*Elementary Education Major/Equine Industry Minor*  
Clemson University Eventing Team President

## RESOLUTION #R2018-036

### A RESOLUTION TO HONOR AND APPLAUD BERKLEY BRYANT FOR HER ACADEMIC ACCOMPLISHMENTS; MOST RECENTLY, CLAIMING THE TITLE OF MISS SOUTH CAROLINA TEEN 2018; AND ALL MATTERS RELATED THERETO:

**Whereas**, Berkley Bryant is the daughter of Ron and Mia Bryant; and has a brother, Martin Bryant;  
and,

**Whereas**, Berkley Bryant is a rising senior at TL Hanna High School, where she is the recipient of numerous scholastic awards, and is South Carolina Junior Scholar; Selected to attend C-CATS 2017; Top 20 Female STEM Scholar; Mu Alpha Theta; Principal's Academic Honor Society; Top 3 GPA Award; National Honor Society; Duke TIP Scholar; Perfect PASS Score; Beta Club; Miss SC Teen 2014 Scholar Award; and,

**Whereas**, Berkley Bryant enjoys dance; she is a pickle Ball Champion; Berkley performed a tap dance to Bruno Mars' Runaway Baby and was a preliminary winner in talent; and,

**Whereas**, Berkley Bryant, Miss River City Teen was crowned Miss South Carolina Teen 2018 on Friday, June 29, 2014 at the state competition held in the historic Township Auditorium in Columbia, South Carolina; and,

**Whereas**, Berkley Bryant's platform as Miss South Carolina Teen is "Set the Pace for Inclusion #Strongertogether". Berkley's passion is special-needs students and advocates for a greater understanding of the differences between inclusion and diversity; she plans to focus her efforts on making a change for the betterment of all and making a difference in the lives of others; and,

**Whereas**, the Anderson County Council and its residents desires to commend and honor the outstanding youth of its community; and,

**Whereas**, the Anderson Council is pleased to acknowledge and congratulate Berkley Bryant for her personal achievements in academics, performing arts, and her being crowned Miss South Carolina Teen 2018; our best wishes are extended to Berkley Bryant as she travels and competes in the America's Outstanding Teen Pageant this July in Orlando, Florida; and,

**Whereas**, the Anderson County Council in honor of Berkley Bryant's accomplishments both academically and personally hereby declares Saturday, July 14, 2018 as Berkley Bryant Day in Anderson County; and,

**NOW, THEREFORE**, it is hereby resolved by the Anderson County Council that:

*The Anderson County Council recognizes that the key to success in a community is its people - especially those who demonstrate qualities of dedication, servant leadership and unselfish devotion to their fellowman. Anderson County is fortunate to have young men and women of vision and commitment that step forward to lead, guide, direct and energize our community.*

*Miss Bryant, the Anderson County Council congratulates and salutes your accomplishments, and wishes you much success in future endeavors.*

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

**RESOLVED** in meeting duly assembled this 10<sup>th</sup> day of July, 2018.

#### FOR ANDERSON COUNTY:

\_\_\_\_\_  
Tommy Dunn, Chairman  
County Council

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Craig Wooten  
District One

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Gracie S. Floyd  
District Two

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Ray Graham  
District Three

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Tom Allen  
District Four

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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  
JUNE 5, 2018

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

ALSO PRESENT:  
RUSTY BURNS  
LACEY CROEGAERT

1 TOMMY DUNN: We'll get started. It's a  
2 little bit after 6. At this time I'd like to call to  
3 order the part of June 5th Anderson County Council  
4 meeting Special Presentations meeting. At this time  
5 I'd like to welcome each and every one of you here  
6 and thank y'all for coming.

7 Like to move on to Resolution 2(a) 2018-029. Ms.  
8 Cindy Wilson. Ms. Wilson.

9 RAY GRAHAM: I'm going to do that one.

10 TOMMY DUNN: You going to do that one?  
11 Listen, y'all know I ain't too smart. I can only go  
12 by the script I'm given. Mr. Graham.

13 RAY GRAHAM: Mr. Chairman, we did just  
14 talk about that.

15 TOMMY DUNN: Okay. No, I said (b).

16 RAY GRAHAM: Yeah. I apologize.

17 TOMMY DUNN: Okay.

18 RAY GRAHAM: Thank you, Mr. Chairman.

19 This is in reference to Resolution 2018-029. This is  
20 a Resolution to Honor and Recognize Glenn Holliday  
21 for His Extraordinary Act of Heroism; and Other  
22 Matters Related Thereto:

23 **Whereas**, Glenn Holliday began volunteering as a  
24 firefighter in 1978 for the Three and Twenty Fire  
25 Department, where he volunteered for 14 years. In  
26 1992 he became the Anderson County District One Fire  
27 Commissioner, a role he has been serving for 24  
28 years; and,

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

35 **Whereas**, Glenn proceeded to pull the disoriented  
36 96-year old man out of the burning truck to safety  
37 just before the truck became engulfed with flames;  
38 and

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

43 **Whereas**, Glenn continues to demonstrate the core  
44 values of fire service: dependability, decisiveness,  
45 initiative, integrity, unselfishness, courage,  
46 knowledge, loyalty and enthusiasm; and  
47 The Anderson County Council honors and commends the  
48 extraordinary bravery, strength, and heroism of Glenn  
49 Holliday who single handedly saved the life of a  
50 fellow citizen. We are appreciative of your



1 willingness to sacrifice your time and self to  
2 protect the citizens of Anderson County.

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

5 Mr. Chairman, I bring this forth in the form of a  
6 motion.

7 TOMMY DUNN: Have a motion Mr. Graham,  
8 second by Ms. Wilson. Any discussion? I'd just like  
9 to say it's an honor -- find a finer gentleman than  
10 Mr. Holliday. I had the pleasure of serving with him  
11 a couple of years on the Fire Commission. Many a  
12 days I wish I was back there with you, Mr. Holliday.  
13 And also, got to work with him when I was on the  
14 Chiefs Advisory Board. And we really brought, I  
15 think done a great job service he did for the fire  
16 service in Anderson County working with the Advisory  
17 Board and making things happen and betterment not  
18 only for the fire departments, but for the citizens  
19 of Anderson County. I look forward to working with  
20 you again and kind of person Mr. Holliday is always  
21 very unselfish and always thinking of others. And  
22 Mr. Holliday, you might have -- was that in the Three  
23 and Twenty Fire Department you have them cover for?  
24 Or was that in another fire -- was it in yours?  
25 Still having to tote them, ain't you, Mr. Holliday?

26 We appreciate you and thank you very much for  
27 what all you do and your service for Anderson County.  
28 I was just thinking that I know it probably does you,  
29 it don't seem like you been on there twenty-four  
30 years. Seems like just yesterday we was talking to  
31 Mr. Garrison and all. But we really do appreciate it  
32 and all. Didn't think we'd get another Commissioner  
33 as good as Mr. Garrison, but we did with you. We're  
34 very fortunate to have you, Mr. Holliday. Mr.  
35 Graham.

36 CINDY WILSON: May I?

37 TOMMY DUNN: I'm sorry. Ms. Wilson.

38 CINDY WILSON: Well, I just wanted to say  
39 thank you to Mr. Holliday and to all of our volunteer  
40 firefighters fighting for our volunteer fire  
41 departments. We are very blessed in our county.  
42 Thank you.

43 TOMMY DUNN: Mr. Graham.

44 RAY GRAHAM: Mr. Chairman, I just want  
45 to commend Mr. Holliday as well. You know, looking  
46 at your history here, you've got right at forty years  
47 of service and I mean, that's to be commended in  
48 anything that someone puts that much time of their  
49 life in. But also know there's a lot of sacrifices  
50 for your family as well coming from the fire service.

1 Many meals missed and whatnot. I definitely thank  
2 you from my heart for the service and stuff that  
3 you've given Anderson County. Thank you so much.  
4 Mr. Chairman, at this time, if we ---

5 TOMMY DUNN: If we would, I think Mr.  
6 Waters wants to say a few words.

7 KEN WATERS: You need not think you can  
8 get away from me. One of the things I used -- Mr.  
9 Holliday, this is the type of man he is, doing stuff  
10 like this. Not only that, I use Mr. Holliday quite a  
11 bit because if somebody calls me and asks me  
12 something about the volunteer fire service, I say  
13 call Mr. Holliday, he's the one that knows about it.  
14 And I appreciate that very much because I really  
15 don't like getting in other people's business and I  
16 appreciate you doing what you do. Not only in this  
17 situation, but the other situations too. Thank you,  
18 sir.

19 TOMMY DUNN: Thank you. Mr. Allen.

20 TOM ALLEN: Yeah, I, too, would like  
21 to thank you very much for what you've done. And  
22 listen, if you have to associate with these guys like  
23 this, I give you all the honor in the world. I  
24 congratulate you, again. So a job well done. Thank  
25 you.

26 TOMMY DUNN: Mr. Graham.

27 RAY GRAHAM: Mr. Chairman, at this  
28 time, if we could have Council meet us down front.  
29 Mr. Holliday, if you and your family and -- we  
30 actually need to vote on this first. Did we?

31 TOMMY DUNN: That's right. I'm sorry,  
32 we're getting ahead of ourselves. Let's vote.  
33 Night's not starting out good. All in favor of the  
34 motion show of hands. All opposed like sign. Show  
35 the motion carries unanimously.

36 RAY GRAHAM: Mr. Holliday, if you and  
37 your family can step up along with your fellow  
38 firemen, if they want to come up as well.

39 **(PRESENTATION OF RESOLUTION)**

40 TOMMY DUNN: We're going to move on now  
41 to 2(b) Resolution to Honor Project Search High  
42 School Transition Programs and Graduates. I'm going  
43 to ask before I do this. Who's got this one? Ms.  
44 Wilson. Okay. Honorable Ms. Cindy Wilson. Ms.  
45 Wilson.

46 CINDY WILSON: Thank you, Mr. Chairman.  
47 This is a trail blazing project that has come to  
48 fruition in our county. We're real proud of y'all.  
49 This is a Resolution to Recognize and Honor the  
50 Graduates of the Project Search High School

1 Transition Program; and other Matters Related  
2 Thereto.

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

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

11 **Whereas**, the hospital provided access to an  
12 onsite classroom staffed by a special education  
13 teacher provided by the Anderson County School  
14 Districts and a job coach provided by the Vocational  
15 Rehabilitation to meet the educational and training  
16 needs of the students, with support services provided  
17 by Anderson County Disabilities and Special Needs  
18 Board; and

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

24 NOW THEREFORE, Anderson County Council does  
25 hereby congratulate the graduates of Anderson Project  
26 Search 2018 Transition Program: Demaisha Goodson,  
27 Tristan Roberts, Jamian Jenkins and Dustin Cain. We  
28 are very happy to celebrate your hard work,  
29 dedication and persistence in becoming successful  
30 graduates. We would like to wish each of you great  
31 success in your future endeavors.

32 RESOLVED in meeting duly assembled this 5th day  
33 of June, 2018. And may I put that in the form of a  
34 motion, sir.

35 TOMMY DUNN: We have a motion. We have  
36 a second?

37 TOM ALLEN: Second.

38 TOMMY DUNN: Second Mr. Allen. Any  
39 discussion?

40 CINDY WILSON: It also needs to be noted  
41 that AnMed did such a wonderful -- played such a  
42 wonderful role. And we have Ms. Slade here with us  
43 tonight. I haven't had the honor of meeting the  
44 other lady. But we'd like for everybody to come  
45 forward after we vote.

46 TOMMY DUNN: Any more discussion? I'd  
47 just like to say it's wonderful to have y'all and  
48 what all y'all have done and support y'all any way  
49 Council can help. Appreciate y'all and the joy and  
50 privilege to be able to recognize y'all here tonight.

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

4 **(PRESENTATION OF RESOLUTION)**

5 TOMMY DUNN: That will conclude this  
6 part of the Council meeting. We'll be reconvening  
7 back at 6:30.

8

9 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:14 PM)**

10

State of South Carolina    )  
County of           Anderson    )

ANDERSON COUNTY COUNCIL

COUNTY COUNCIL MEETING

JUNE 5, 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: We'll call the June 5th,  
2 Regular Council meeting to order. Want to welcome  
3 each and everyone of you here.  
4 At this time I'll ask Ms. Floyd if she'll lead us  
5 in Invocation and Pledge of Allegiance. If we would  
6 all rise, please.  
7 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY GRACIE FLOYD)**  
8 TOMMY DUNN: At this time, I would, too,  
9 like to ask everyone on Council and staff and  
10 everyone else, please keep in mind, thoughts and  
11 prayers the Acevedo family. Mr. Acevedo  
12 has been along standing member of the Airport  
13 Commission and Chairman for many years and he lost --  
14 they lost their son, past few days ago in a tragic  
15 accident. So keep our thoughts and prayers with  
16 their family.  
17 Moving on now, are there any changes or  
18 corrections to be made to the minutes of the May 15th  
19 Regular Council meeting? Ms. Wilson.  
20 CINDY WILSON: Yes, sir, if I may. On  
21 Page 13, line 24, it should D.R. Hortons of the  
22 World. And the next line it should mungos, M-U-N-G-  
23 O-S. And let's see. And on page 31, line 34, it  
24 should be, instead of low income there was a word  
25 that didn't make sense. Supposed to be spaying and  
26 neutering. And one of our citizens was trying to  
27 point another one out that I missed. I don't know  
28 which one it was, I couldn't hear what you were  
29 saying. But anyway, those are the ones that I  
30 spotted.  
31 TOMMY DUNN: Does anyone have anything  
32 else? We have a motion to approve with those  
33 corrections?  
34 KEN WATERS: So moved.  
35 TOMMY DUNN: Motion Mr. Waters. Have a  
36 second?  
37 RAY GRAHAM: Second.  
38 TOMMY DUNN: Second Mr. Graham. All in  
39 favor of the motion show of hands. All opposed like  
40 sign. Show the motion carries unanimously.  
41 We'll be moving on to Citizens Comments. Mr.  
42 Harmon calls your name please state your name and  
43 district for the record. You have three minutes.  
44 Please keep items on agenda matters this first go  
45 around. Mr. Harmon.  
46 LEON HARMON: Mr. Chairman, we have one  
47 citizen signed up. Elizabeth Fant.  
48 ELIZABETH FANT: Elizabeth Fant, District  
49 3. That other correction is on page 30, line 45.  
50 Says Ms. Haddie Green had been on the Council for

1 something like 60 years. Sixteen years.  
2 We've had a lot of economic development. I'm  
3 sure you've read this in the Anderson magazine. All  
4 the highlights of the places that we've added  
5 economic development. This is all good, adding jobs  
6 and so forth. But I just wonder when you're going to  
7 give the taxpayers a break. It just doesn't look  
8 like it's going to happen. Ever. I have looked in  
9 the book and comparing last year's budget 2017 to  
10 '18, total revenues were one hundred and eighty  
11 thousand three hundred and twenty-three da-da-da.  
12 And budgeted for this year a hundred and ninety-four  
13 million.

14 What happens is, every time you do a budget,  
15 miraculously the expenses match up to the income. So  
16 it doesn't matter how much more income is coming in,  
17 you always find a way to spend it, rather than giving  
18 it back to the taxpayer.

19 Some of you may be well off where you have two or  
20 three salaries, you've got social security, maybe  
21 military, got a stipend for doing County Council.  
22 You may have another job. Some of you have four or  
23 five incomes. Have a spouse, have all of that. But  
24 there are a lot of people out here that don't have  
25 that. They can barely make ends meet.

26 I understand that one of the people who's running  
27 for Tom Allen's seat has publicly said he's going to  
28 add a three percent fee -- not a hospitality tax,  
29 but a three percent fee -- that somehow or another is  
30 going to fly below the radar and be permitted. He's  
31 going to add that to his district restaurants,  
32 etcetera, etcetera. I'm here to tell you, if he's  
33 running on that, he needs to go home right now.

34 Now you're talking about people to come over from  
35 Georgia. Yeah, they've got a little extra money to  
36 spend. But you talking about the majority of what is  
37 spend, is spend by our citizens. They can't afford  
38 any ---

39 LEON HARMON: Time, Mr. Chairman.

40 TOMMY DUNN: Thank you, Mr. Harmon.

41 Anyone else?

42 LEON HARMON: No one else is signed up.

43 TOMMY DUNN: Thank you.

44 Moving on to Item number 5, Budget Information.  
45 Ms. Floyd. Ms. Floyd.

46 GRACIE FLOYD: Okay. I spent the last  
47 two weeks going through the budget. Department by  
48 department. It was a very informative thing that I  
49 did. I was really disappointed to see that not one  
50 other Council member cared about what the department

1 heads had to say. I've heard that you talked to one  
2 or two. I've talked to them all. And I've heard  
3 what they all had to say. I've gone through their  
4 budget line by line.

5 And I have a couple of things I want to tell you.  
6 I don't want to tell you about notes and suggestions  
7 because you can put in as many notes and suggestions  
8 as you want to. But until you've talked to the  
9 people you just flying by the pants of your seat.  
10 The biggest thing in the budget this year was raises.  
11 Raises. We have several people working on below the  
12 poverty level. They've got a job that they go every  
13 single day and work, but they are still below the  
14 poverty level. And I'm hearing that, oh, they're  
15 going to get a raise this year. They're going to  
16 take them up from twenty-three to twenty-four  
17 thousand dollars and take them up to twenty-six.  
18 Guess what else is going up this year? Insurance is  
19 going up. Gas is going up. Taxes going up. But  
20 yet, we're going to give them a whole twenty-six  
21 thousand dollars and they will still be on the  
22 poverty level.

23 My -- the part that bothers me is there is no way  
24 they can get up. If you have a person who is a  
25 secretary, they can go to school and they can take a  
26 class in Typing II and we'll bump them up somehow.  
27 But there's no way those on the low scale can go to  
28 school to take a class in Sweeping 101 and come back  
29 and get a raise. This year, I think that we ought --  
30 this year we ought to be looking at raises this year.  
31 They are complaining about it, big time. They need  
32 more income. They need more money. And if we have  
33 not addressed that, if we have not figured out what  
34 we are going to do about that, we're going to run  
35 into some big problems, partly due to us and due to  
36 the economic development.

37 You've been reading in the papers that, oh, how  
38 great we're doing in economic development. We have  
39 companies and industries pouring down upon us. But  
40 do you realize that we're only hurting ourselves  
41 because when these companies and these industries  
42 throw their doors open to hire, guess who is going to  
43 be first in line. Some of the people who have worked  
44 with us for years. Some of the people that have  
45 trained, that we have trained for years.

46 You don't understand that? Then go look through  
47 the people that have left us already. We have an  
48 exodus going out of our front doors to companies  
49 right now, to other counties right now, to other  
50 industries in other towns right now. But when these



1 companies -- the IIT and the this and the that that  
2 we have brought to Anderson, open their doors for  
3 jobs, high level jobs, some of these people will be  
4 leaving, going as well. You don't believe me, talk  
5 with some of the department heads. See, look at the  
6 people they have lost. And these people are going to  
7 counties like Oconee and Pickens. And they're  
8 leaving. If they can get higher prices or higher  
9 wages there, they're going to leave us. And we're  
10 really going to have a problem.

11 Some folks have even started looking, testing the  
12 waters already. Heard a lady on television said that  
13 in order to keep your employees, you got to keep them  
14 happy. You got to give them fair wages. We have a  
15 thing here in Anderson County where we don't give  
16 wages fairly. We get somebody to write us a letter  
17 and tell us how wonderful somebody is and then we all  
18 go meet in the back and then we grant these certain  
19 people favorite -- our favorite folks, we give them  
20 raises. But the everyday Joe, or the everyday Julie,  
21 who comes to work, works hard, and do what they're  
22 supposed to do, they have to wait.

23 I know that the taxpayers need a break, too. But  
24 how are we going to ever see what's going on with the  
25 taxpayers and the money if we don't have workshops?  
26 We don't have budget workshops. This is the second  
27 night we are going to vote on a budget where each one  
28 of us supposedly have taken a look at what they see.  
29 But as far as us getting together as a team, as a  
30 county, as a board, to look over the work, to look  
31 over those numbers together and talk about them, we  
32 have not done that. But we're going to vote tonight.

33 Also, tonight is the night for a public hearing.  
34 That's you folks. Public hearing means that you can  
35 come up and talk about what you've read and what you  
36 see. Well, how in the world can you do that if you  
37 haven't heard anything, if you haven't seen anything,  
38 if you have not seen one sheet of paper that said  
39 anything about a budget. You have not sat in a  
40 budget meeting. You have not been able to call  
41 anybody to ask them what this line means. How can  
42 you be expected to sit in a public hearing tonight?  
43 The second reading of a budget that none of us only  
44 know about -- or that they only know about what they  
45 have seen or what they have read. How can you do  
46 that? But some of you come week after week after  
47 week and you say nothing.

48 The budget is a serious thing. It's done by  
49 every county in our state. But in Anderson County we  
50 don't take it and work it as it should be. We have a

1 few people that get together and come up with notes  
2 and suggestions. I have plenty of suggestions on the  
3 budget. But at a meeting like this is not the time  
4 to bring it up. We need to have a budget workshop.  
5 This is when you bring up your suggestions. This is  
6 when you have time to discuss what you've heard or  
7 what you've learned.

8 Anderson County, I have been fighting for the  
9 past eight or nine years to have budget workshops to  
10 take this budget thing seriously. To look at it,  
11 case by case, department by department. Let's see  
12 what we can take out. Year before last I remember  
13 somebody wanted a big machine that picked up rocks.  
14 Yeah, that picked up rocks. Come on. Come on. We  
15 need to take it seriously. I have plenty of  
16 suggestions. I have plenty of them, but sit up here  
17 and go through. Now turn to page 15 line 6 and I  
18 think that we ought to do it. That is not the way to  
19 do it.

20 Have you looked around lately and seen what we've  
21 been losing? Do you see a camera over there anymore?  
22 Look. You see a camera over there any more? No.  
23 Look around you. Do you see a newspaper man down  
24 there now? No. No. I'm talking about the county  
25 newspaper. I'm talking about a newspaper from the  
26 county that goes to every creek corner and door knob  
27 in the county. I'm talking about have you seen one  
28 lately? No. Have you read the Greenville News  
29 lately, have you read the Anderson Independent  
30 lately? No. Folks, something is wrong. I'm not  
31 trying to paint a negative picture, but I'm just  
32 telling you what I see. And giving you my notes and  
33 my suggestions. We better get together. We better  
34 start working with the people who work for us. Or  
35 we're going to lose some good people. Week after  
36 week you get up here and tell them how wonderful they  
37 are and you thanked them for the hard work and  
38 everything. Thank them for the hard work through the  
39 ????. And I thank you.

40 TOMMY DUNN: Moving on to Item number  
41 6, Notes and Suggestions on the Budget, Ms. Wilson.  
42 Ms. Wilson.

43 CINDY WILSON: Thank you, Mr. Chairman.  
44 Some good news. The solid waste contract has  
45 increased the funds for the Solid Waste department  
46 probably about three hundred and eighty-five thousand  
47 dollars. Those funds can go towards the convenience  
48 center upgrades and other needs that are very  
49 pressing over there. I think we'll have a C&D  
50 landfill issue to work through soon. The perennial

1 winner of bringing in revenue and working under  
2 budget is the Register of Deeds. They bring in about  
3 one point four million a year from the transfers, and  
4 their budget is about four hundred and ninety  
5 thousand dollars. And guess what, Emergency  
6 Preparedness, they have done a splendid job the last  
7 year. They are way under budget from what it used to  
8 be. They have accomplished really incredible things  
9 with the county.

10 We've got a lot of things that we can work on.  
11 Our debt service is going to increase slightly this  
12 year due to the seventeen million dollar sewer bond  
13 that will help bring upgrades and build out lines so  
14 that the county can grow appropriately. We are going  
15 to have to provide vehicles for school resource  
16 officers. I don't think anyone will deny that there  
17 is a need for that. And the way it was explained  
18 earlier this week is that the school districts will  
19 pay for the resource officers and the county will  
20 spend, what was it, about one point nine million for  
21 new vehicles. I'm not sure of the numbers there. In  
22 other words, it's a very appropriate, logical  
23 transition there.

24 Now for the salary increases. It is definitely  
25 well known that we have a number of employees who  
26 need and deserve salary bumps. I'm going to suggest  
27 that the twenty people who have been paid greater  
28 than the consultant's pay scale indicates, that they  
29 do not need to get a salary increase or even a  
30 payment. They've been well paid for all this time.  
31 More than the industry average around here. And I  
32 really am very grateful for the hard work that Mr.  
33 Allen is doing on the benefits issues, where we're  
34 having to increase insurance for health and other  
35 matters having to deal with pay-outs when we have  
36 employees who retire or resign. Those are issues.

37 Mr. Graham has been working real hard on the  
38 Sheriff's public safety expenditures and that's where  
39 we will know more about those numbers shortly.

40 Now I do have a concern with our animal shelter.  
41 They have gone from a total disaster crises mode.  
42 The County Council has been supportive in funding.  
43 Our new veterinarian out there is nothing short of a  
44 miracle worker. But when we have less than one half  
45 intake now than what we had in '08 and yet the budget  
46 has literally tripled, I think it's time to kind of  
47 bring things in a little bit. We don't have the  
48 three hundred animals that were seized and that we  
49 have to pay upkeep for and hire more people to take  
50 care of. So Mr. Allen is working on those numbers

1 soon.

2 We have to purchase a five hundred thousand  
3 dollar software package. We've budgeted two point  
4 seven million with carry forwards to help pay for  
5 that. Our Sheriff's support services, they've got a  
6 slight increase. Our environmental enforcement will  
7 have a new part time and a new position. That's  
8 where we are spending money to go out and pick up  
9 litter and try to get the county cleaned up. Those  
10 are all supportable positions. However, I'm hoping  
11 we can start getting more involved in enforcement.  
12 It seems that the perpetrators should pay a dear  
13 price for trashing our county.

14 The Communications Center continues with huge  
15 overtimes. Hopefully the new management there will  
16 make that better organized and more cost efficient.  
17 Our PRT division has been folded into the PRT  
18 department.

19 We've got some special appropriations. One is  
20 for the Anderson Free Clinic, which was budgeted  
21 nothing last year and the recommendation is thirty  
22 thousand dollars. It's my recommendation that pro  
23 rata of that go to the Honea Path Free Clinic.  
24 There's a lot of people in that end of the county  
25 that go. And we were also promised appropriations  
26 for the towns for matching funds for paving going to  
27 the Transportation Committee. Surely looking forward  
28 to having that. The airport mechanics division is  
29 running a pretty heavy loss. I hope we can work on  
30 that. I know we have to have personnel on hand at  
31 the airport to really repair planes when it is  
32 needed, but hopefully we can work out a better  
33 approach to that.

34 Overall, the general fund will increase a little  
35 less than six million and our overall budget,  
36 including special revenues and enterprise funds  
37 added, we're running a fourteen million three hundred  
38 and twenty-four thousand and thirty-five dollar  
39 increase. We have building projects and I'm going to  
40 hold feet to the fire on keeping our paving that  
41 we've promised because we had no paving money last  
42 year at all. So it's very imperative for a  
43 government that is tasked with public safety and  
44 infrastructure to be able to repair those roads.

45 And we certainly have addressed the sewer system.  
46 It's just amazing how we've improved that and it's  
47 brought in good industry and development to the  
48 county.

49 Thank you very much. I hope we will go forward  
50 and review these and other things. There are a

1 number of committees that are working really hard and  
2 the public's invited to all of our committee  
3 meetings. And your input is valued. And there's a  
4 lot to cover. And it's good to have everyone working  
5 so hard. Thank you.

6 TOMMY DUNN: Thank you.

7 Moving on, Item number 8 second reading. Item  
8 number 8(a)2018-012 an ordinance to amend an  
9 agreement for the development of a Joint County  
10 Industrial and Business Park (2010 Park) of Anderson  
11 and Greenville Counties so as to enlarge the park.  
12 Second reading. We have a motion to move this  
13 forward?

14 KEN WATERS: So moved.

15 CINDY WILSON: Second.

16 TOMMY DUNN: Motion Mr. Waters and  
17 second by Ms. Wilson. Any discussion? Think Mr.  
18 Nelson's here. Do you have anything you want to add?  
19 Put you on the spot, Mr. Nelson. You step on up if  
20 you got anything you want to say you're more than  
21 welcome to.

22 BURRISS NELSON: Nothing else, Mr.  
23 Chairman. Thank you for your support.

24 TOMMY DUNN: Appreciate it. Don't have  
25 anything else? Hearing none, all in favor of the  
26 motion show of hands. All opposed like sign. Show  
27 the motion carries unanimously.

28 Moving on to Item number 2(b) 2018-016 An  
29 Ordinance to adopt the operating and capital budgets  
30 of Anderson County for the fiscal year beginning July  
31 1, 2018 and ending June 30, 2019. This will be a  
32 public hearing. Anyone wishing to speak to this  
33 matter, please step forward and state your name and  
34 district for the record. Address the Chair. Anyone  
35 at all?

36 ELIZABETH FANT: Elizabeth Fant again. I  
37 haven't seen that sheet where the organizations are  
38 all getting money. I've looked for it. Guess it's  
39 in the budget book somewhere, but I haven't found it.  
40 Again, what Ms. Floyd is saying is correct. And I've  
41 heard it from several other people, too. Department  
42 heads. I've heard it from the Assessor. Different  
43 people. About losing employees, going to Greenville  
44 County, some of our employees who are retiring here  
45 are retiring and then they're going to Greenville  
46 County and getting the same sort of job plus they're  
47 getting their retirement.

48 I wish that every single person that worked could  
49 be rewarded for the work that they did. But  
50 government, despite the fact that we've got very good

1 employees, government can't be the all in all place  
2 where we put all our money. We have too many people  
3 out here in Anderson County that end up being like --  
4 there's a bulletin board that says one in six  
5 children go to bed hungry every day. And then we  
6 have government assistance and we have this and we  
7 have that. Surely good jobs with good paying  
8 salaries helps a lot of people to get on their feet  
9 and get a good job and pay for some of those services  
10 that we used to have to pay through government. But  
11 if what happens is we just keep increasing the price  
12 of everything, they never make any headway. It's  
13 just like when we had the lottery. Decided to have  
14 the lottery. All of a sudden there's this influx of  
15 money that people were going and buying the lottery  
16 tickets. What happened? Was the price of college  
17 suddenly jacked up skyrocketed out of sight. So it's  
18 those kind of plays with the money that we need to  
19 think about.

20 And the other thing that I'm really concerned  
21 with is when we have all these nice ITT, Ryobi,  
22 whatever and the places that we're getting the  
23 economic development, at the same time it doesn't  
24 look to me like we're planning ahead for the  
25 infrastructure and the need that's going to result  
26 from having more people, more cars on the road, more  
27 houses, need more police, need better water  
28 facilities and all that.

29 When I was -- my first year from out of college,  
30 got a job. Read in the Kiplinger Magazine, Changing  
31 Times, it always said, no matter whatever your salary  
32 is, you always should operate on the last salary.  
33 Don't operate on your new salary, operate on the  
34 last, put saving, put ahead, go ahead, plan for the  
35 head. We're not doing that.

36 TOMMY DUNN: Anyone else at all?  
37 Hearing none and seeing none, public hearing will be  
38 closed. Now discussion. We have a motion on the  
39 floor. I make the motion we move the budget forward.

40 KEN WATERS: Second.

41 TOMMY DUNN: Second Mr. Waters. Now is  
42 there any discussion?

43 I'd like to start off by saying a few things.  
44 There are a -- Council last year invested in a  
45 Consultant group to come in to look at our employees.  
46 We've known for some time about our employees, we're  
47 doing the best we can do. We went through a very  
48 terrible, very bad recession. We got through this,  
49 couldn't do. Employees stuck with us. We know we  
50 was losing some employees in certain speciality



1 fields. This past year, that's the reason so-called  
2 we had executive sessions and went in the back room  
3 and tried to adjust these salaries to keep from  
4 losing them and getting these people fixed on the  
5 recommendation of the Administrator and his  
6 department heads that come. Then we contacted this  
7 consultant group to come in and done a very, very  
8 thorough study, not only of counties around us of  
9 like size but also private companies and private  
10 sector thing. And they made a recommendation.  
11 Personnel committee has been meeting and they still  
12 hope to finish up and start back meeting next week, I  
13 believe, according to Mr. Allen, Mr. Graham to  
14 further recommendations to get some pay adjustments  
15 and get our salaries up where they need to be and  
16 competitive as we can.

17 As we started this process we said we probably  
18 wouldn't be able to do this all in one swoop. We'll  
19 probably take a little bit of time. Maybe as much as  
20 two years, do half one year and half another year.  
21 What we can afford and what we can do to try to take  
22 care of our employees and keep them. As several  
23 Council members have said in the past, our employees  
24 are one of our most precious commodities we got and  
25 we try to hang on to them and we're doing the best we  
26 can do and look forward to that.

27 Also in this budget is a public safety budget  
28 also. This will have school resource officers, I  
29 believe, in every school district from the Sheriff's  
30 office but District 3 who does their private thing  
31 also. And it's also, you know, we have to do the  
32 training and furnish the gear for this stuff here.  
33 And we've had a partnership for the Sheriff, Mr.  
34 Burns, Ms. Davis, going into the school district and  
35 working with them and coming up with I think a pretty  
36 good thing. We've been able to come up with so far  
37 to hold this together and nail it down.

38 Also in this is the Sheriff is wanting to put a  
39 team, and Mr. Graham will talk more about that, a  
40 team on the Interstate. That's going to be a  
41 recommendation I think, coming through is what the  
42 Sheriff is to help. And it will I think -- what  
43 would you say, Mr. Graham, in a year's time probably  
44 pay for itself and then some.

45 RAY GRAHAM: Yes.

46 TOMMY DUNN: This team very much would  
47 help to make our streets safer, too, as far the drugs  
48 getting out. So there is several things. As the  
49 budget is now also there is some paving money in it.  
50 We tried to come up, we know that desires. And plus

1 we hope we can leverage this with what we get from  
2 our local DOT commission here, with Representative  
3 Ronnie Townsend, former Representative Ronnie  
4 Townsend. Hopefully we can match and leverage that  
5 and even make a bigger splash on our paving and our  
6 road thing. And this is still a work in progress.  
7 Nothing about any Council member when I get through  
8 talking can make a motion to do something. You know,  
9 I'm not the senior Council member by no means on  
10 here, but you know, you can make motions and do,  
11 that's the way this government works. You make  
12 motions and get seconds and debate them and vote on  
13 them. But time has changed and we get on. In years  
14 past criticized for having too many workshops, didn't  
15 accomplish anything. Never had them because I think  
16 what I call the new Council come on, before that  
17 there wasn't no budget workshops. We started  
18 workshops and trying to get things going and now.  
19 And now we're trying to get things in committee.

20 We've gotten -- as I said to somebody the other  
21 day, in my opinion, we got where all the nuts,  
22 pencils and screwdrivers and nickels and dimes is, we  
23 got to look at the big picture and get some things in  
24 committee. Everybody's more than welcome. And also,  
25 anybody wants to have a budget workshop, let me know  
26 and I'll do it. Get everybody together and we can  
27 have one and call one. And just because I can't make  
28 it or don't come don't mean you can't have one.  
29 There's seven of us. Anyway we can do.

30 But the bottom line is the Administrator, the  
31 Finance Department headed by Ms. Davis, is willing to  
32 answer any question, give you any information you  
33 want to get. If you ain't got it, it's your own  
34 fault. Try to get something or other. I still want  
35 to talk a little bit.

36 GRACIE FLOYD: Excuse me.

37 TOMMY DUNN: Yes, ma'am. I'm still  
38 talking. That's where we're at, that's where we're  
39 headed. And like I said, there's still work to be  
40 done. And I still got things. I said that from the  
41 get go. There was things to be done and all things.  
42 We all I would wish take an active role in the budget  
43 and try to take things, talk to Administrator and the  
44 Finance Department. I think each and every one of us  
45 has got their own thing been doing some stuff and  
46 talking to people. But you know, you can talk, I  
47 think we all do talk to the department heads and the  
48 Administrator and Finance Department. Bottom line  
49 is, ain't got but so much money and it's up to us to  
50 decide how you're going to divide it up because



1 everybody can't get everything they want. Just can't  
2 happen. And whatever in the past we tried to be very  
3 frugal and do without, but this Council has -- people  
4 won't talk about it and give it up -- has decreased  
5 millage and taxes in the past. Now Ms. Floyd.

6 GRACIE FLOYD: Yes, Mr. Chairman, excuse  
7 me, but I didn't understand what you were saying  
8 about before. Were you saying that we used to have  
9 budget workshops before?

10 TOMMY DUNN: I said ever since I got on  
11 Council we've had budget workshops. But my  
12 understanding, and I don't remember none before I got  
13 on Council. But we was criticized when I got on  
14 Council for having too many budget workshops. So you  
15 know trying to make things happen.

16 GRACIE FLOYD: Okay. Well, ever since  
17 I've been on Council for the first 8 years we always  
18 had budget workshops. And I remember asking you one  
19 year if we could have one and that didn't go over  
20 well. That was year before last.

21 But Mr. Chairman, may I ask that we have a budget  
22 workshop this year please where we can all get  
23 together and go through the budget on a equal level.  
24 Not as the Finance Committee, but as the County  
25 Council commission if we could all get together and  
26 go over the Administrator's workshop together. And  
27 if I need to I'll put that in the form of a motion.

28 TOMMY DUNN: That's up to you about  
29 putting it in the form of a motion, but I'll get with  
30 other Council members and if they want to have one,  
31 we'll have one. And I'll get a date when we can have  
32 one.

33 GRACIE FLOYD: So we're not going to vote  
34 on it, having one?

35 TOMMY DUNN: That's up to you to vote  
36 on. If you want to put it in the form of a motion.  
37 You said that was you. I'm not going to make a  
38 formal motion to vote on it, no ma'am.

39 GRACIE FLOYD: Mr. Harmon, could you  
40 advise me, please?

41 LEON HARMON: Well, I think what the  
42 Chairman has indicated is that ---

43 GRACIE FLOYD: I know what he's saying,  
44 but in order to -- shouldn't that be a motion if it's  
45 going to involve everybody? Shouldn't that be put in  
46 the form of a motion according to the Robert's Rule?

47 LEON HARMON: Well, you can certainly  
48 make a motion. And if you can get a second, then it  
49 can be debated and voted on.

50 GRACIE FLOYD: Okay. All right. I put

1 it in the form of a motion, please.  
2 TOMMY DUNN: What's your motion?  
3 GRACIE FLOYD: My motion is that we get  
4 together to have a budget workshop on the budget  
5 before the third reading so that we can all be on the  
6 same level, the same information for the budget. And  
7 I also stipulate that it not be in the form of a  
8 Finance Committee meeting, but as a budget workshop.  
9 TOMMY DUNN: Okay. You heard the  
10 motion. Got a second?  
11 CRAIG WOOTEN: I'll give a second.  
12 TOMMY DUNN: Second Mr. Wooten. Now  
13 discussion. I plan on, like I said, if everybody  
14 wants to have -- got no problem having a budget  
15 workshop meeting. But there's committee work to be  
16 done to get some stuff out to make recommendations  
17 and stuff. But that's up to how y'all want to do it.  
18 My biggest thing is, you going to have a meeting,  
19 let's be productive and get something accomplished  
20 and not just come and look at one another.  
21 TOM ALLEN: Yeah. And I'd like to add  
22 to that, too, I have no problem with having a  
23 meeting, maybe get us all on the same sheet, because  
24 there is some questions come up towards the end and  
25 somebody will have a different number from somebody  
26 else.  
27 TOMMY DUNN: And keep in mind, in the  
28 past we've had budget workshops and budget workshops  
29 and that's still going to happen. Like I said, you  
30 cannot stop the process. Up to third reading, any  
31 Council member's got a right to make motions and  
32 change stuff. And that's going to happen. And if  
33 you're going to tell somebody they can't make a  
34 change on third reading, just can't that way. Any  
35 more discussion? All in favor of the motion? All  
36 opposed? All abstentions. Motion fails for lack of  
37 majority. And I want to say, that's not to say we  
38 will not have a budget workshop meeting.  
39 TOM ALLEN: Mr. Chair, may I make a  
40 comment?  
41 TOMMY DUNN: Yes, sir.  
42 TOM ALLEN: Something that came up  
43 earlier was there was some talk about, you know, why  
44 isn't money going back to taxpayers. And I'd just  
45 like to take this back to when I ran for office here  
46 in 2008, the population of Anderson County at that  
47 time was around a hundred and seventy or seventy-five  
48 thousand. We're probably at two hundred thousand now  
49 or a little bit over. And somebody already -- they  
50 asked the question and then answered it too. Out

1 here in the county, we've got more people. When you  
2 have more people it takes more money to run that  
3 county. The budget of New York City is quite a bit  
4 bigger than our budget. Mainly because they've got a  
5 whole lot more people to take care of. But as this  
6 county grows we have businesses coming in we do pick  
7 up more revenue from the tax base. That's fine and  
8 we need it. Because every time this happens we look  
9 at what we need, everything from paper clips to paper  
10 to Sheriff's deputies to Sheriff's vehicles. I think  
11 when I came on Council here -- Rita, maybe you can  
12 help me -- the RSOs I think was costing us somewhere  
13 less than maybe five hundred thousand dollars a year  
14 and now we're up to what? One point four million or  
15 something for RSOs. Trying to put people, you know,  
16 in the schools. Everything, it just takes more.  
17 You've got more cars on the road so you need more  
18 repairs. We've talked about raises. The people need  
19 raises. We talked about personnel. As the Chairman  
20 said, we've had a study come in here and there are  
21 going to be some serious changes made in the  
22 personnel system, the way it's done, the way annual  
23 appraisals are done on people. Whether they deserve  
24 a raise or not. Right now, after this study was  
25 done, we've got to put some money in to our personnel  
26 in the way of pay raises because we're way out of  
27 wack with other counties in the vicinity and with  
28 other private businesses in the vicinity. So all of  
29 these things cost money.

30 And bottom line, that's why we can't really -- if  
31 you want to look at it this way -- give it back to  
32 the taxpayer. And we've not increased taxes. I  
33 think our millage rate is still the same that it was  
34 back in 2010 or earlier. It hasn't changed. But we  
35 need that money to operate the county and to pay  
36 employees. So there is -- there's uses for that  
37 money. And that's all I wanted to say, Mr. Dunn.

38 TOMMY DUNN: Thank you, Mr. Allen. I'd  
39 just like to echo what you said. The Sheriff's  
40 department calls in the 911 intake calls alone  
41 tripled. Just like the animal shelter. The animal  
42 shelter surgeries have tripled since 2016, 2017, have  
43 tripled. The surgeries. Anyone else? Ms. Wilson.

44 CINDY WILSON: May I? Forgive me for  
45 digging up old dirt, but when our Council came in in  
46 '09, this county was so close to bankruptcy by June  
47 of '09 it was scary. We had debt service payments  
48 one half million dollar budget -- I mean half million  
49 dollar debt service payment that was not even in the  
50 budget, even though I had asked about it. We were

1 literally fleeced of about a quarter of a billion  
2 dollars from the previous regime's contractual  
3 arrangements. Every year we're running about a  
4 million dollars in legal bills. We had consulting.  
5 We even had lobbyists in Washington. It was just  
6 unbelievable. And this county and its  
7 administration, Council and citizens deserve a big  
8 thank you for working hard and being patient. And it  
9 must be added that we had literally no economic  
10 development from mid '04 until First Quality in late  
11 '09. And that was during the biggest boom of my  
12 lifetime. And then, of course, the biggest bust of  
13 my lifetime at this same time by 2009 to 2012  
14 businesses were going out of business. People were  
15 losing jobs. It was a tough time.

16 So I'm just so grateful for our citizens being  
17 patient and trying to stay in tune and for good  
18 people running for office and doing the homework,  
19 because prior to '09 I was the only one apparently  
20 reading the stuff. But anyway, I'm glad to have some  
21 help amongst other Council members doing homework,  
22 too. I'm still learning a lot. Thank you.

23 TOMMY DUNN: Thank you, Ms. Wilson.

24 GRACIE FLOYD: Mr. Chair.

25 TOMMY DUNN: Ms. Floyd.

26 GRACIE FLOYD: Okay. Folks, I don't mean  
27 to be argumentative, but I cannot let that statement  
28 go as it was just stated. That's not the truth. I  
29 was here. I have been here since 1999. I was here  
30 before she got on. We were not near whatever it was  
31 she said, we were bankrupt. We were not. We were  
32 going through a hard time because it was when the  
33 economy tanked. We had businesses closing. We had  
34 businesses moving away. But we did have some  
35 companies coming in. It wasn't like it was now. But  
36 we did have -- we did -- we didn't have everything we  
37 have now, but we were not, we were not going under  
38 any kind of bankruptcy.

39 One thing that's different now is that -- it's  
40 not anymore -- then everybody was on the same page  
41 about what was going on. We didn't have little  
42 committees for this person and that person and we  
43 didn't have the same people on the same committees  
44 all of the time doing everything and the others not  
45 know what was going on. We all were on the same  
46 page.

47 Okay. So now is the time for you to decide what  
48 you're going to believe. Nobody cares that about  
49 that but you. What you're going to believe. But I  
50 know that if we had to bring up factual information

1 on what was what on a given day, it could be done.

2 I thank you.

3 RAY GRAHAM: Mr. Chairman.

4 TOMMY DUNN: Mr. Graham.

5 RAY GRAHAM: I'm going to make this  
6 brief, but I personally feel that as Council member  
7 we've been criticized multiple times over the past  
8 few meetings for not attending said budget workshops  
9 or budget meetings. First and foremost, it is each  
10 and every member to represent their own district.  
11 You're elected to represent the people in your  
12 district. It is also your responsibility to attend  
13 meetings. Just because a committee has a meeting --  
14 Ms. Fant, I personally thank you for attending just  
15 about every meeting that we have. You take that  
16 initiative on yourself. That's your choice. It's  
17 also the Council member's choice.

18 Ms. Wilson, even though you're not on several  
19 committees, you are always at the meetings attending  
20 to stay informed on what's going on. I can assure  
21 each and every citizen in Anderson County, I myself,  
22 along with several other members, have made numerous  
23 meetings to address this budget. We are not nowhere  
24 near completed with it. But to start over with a  
25 budget workshop is a smack in the face from the hard  
26 work that our employees, our finance department, our  
27 Administrator, our department heads. Just because we  
28 did not attend one meeting, I assure you, I attend  
29 more meetings at this county, along with my fellow  
30 Council members than -- I mean, it's unreal how many  
31 meetings we have. But we're making headway.

32 I've also realized in business in my lifetime,  
33 you get much more accomplished in a smaller setting  
34 than you do when you've got a mass of people in  
35 there. Today was a prime example. We had a meeting  
36 today and we got a lot accomplished, but we did not  
37 finish the agenda that was on that meeting. And I  
38 commend Ms. Wilson for holding that meeting, but I  
39 mean we had so many people and so much going on we  
40 were not able to finish that agenda. And that's a  
41 prime example of what we would be looking at on that.

42 Mr. Chairman, that's all I've got to say.

43 TOMMY DUNN: Thank you, Mr. Graham.

44 Anyone else?

45 CRAIG WOOTEN: I had a couple of things.

46 TOMMY DUNN: Mr. Wooten.

47 CRAIG WOOTEN: I guess maybe I'll put  
48 this in the form of a motion. I agree wholeheartedly  
49 on taking care of the folks that we have. It  
50 concerns me that it was proposed earlier to maybe

1 wait three months or wait a certain amount of time or  
2 say we're going to make it right for you over a two  
3 year period. If that's the case, I mean, I'd like to  
4 propose or make a motion that we have a hiring freeze  
5 until we implement the study that Mr. Allen had  
6 performed and evaluated.

7 Now, obviously I'd put a caveat to that, if there  
8 was a critical need by the Administrator, we'd make  
9 sure that that need was filled. But I mean I would  
10 be highly discouraged if I was a county employee and  
11 I felt like I had not been paid appropriately for a  
12 long time and I saw other folks getting hired around  
13 me at certain wages. So, you know, if we had that  
14 hiring freeze in place, then we just -- we can hold  
15 that freeze until we implement the study and when we  
16 implement the study then we open it back up.

17 TOMMY DUNN: You make that motion, Mr.  
18 Wooten and put that in some language that -- to give  
19 the Administrator some wiggle room as you said on  
20 critical need positions.

21 CRAIG WOOTEN: Sure. I'll make a motion  
22 that we have a hiring freeze until the personnel  
23 study is implemented, with exceptions made by the  
24 Administrator, with approval of Council, for critical  
25 need positions.

26 TOMMY DUNN: Get that motion?

27 CRAIG WOOTEN: Yes, sir.

28 TOMMY DUNN: We have a second? I  
29 second that. Any discussion?

30 CINDY WILSON: It does need to be noted  
31 in our salary and benefits consideration, that our  
32 county gives the best package of benefits. I think  
33 only Arthrex can excel beyond what we give. And that  
34 is an important component when someone takes a job  
35 with our county. You have good insurance, you have  
36 good retirement. We really go overboard for our  
37 employees. So I wanted to make sure that is  
38 mentioned, too. Thank you.

39 TOMMY DUNN: Mr. Graham, you got  
40 something?

41 RAY GRAHAM: How are we going to -- I  
42 guess my biggest question on that is first and  
43 foremost I'm a hundred percent for getting our  
44 employees the wages that is credited to them. I  
45 guess my biggest question is how do we determine what  
46 position -- I mean we're looking at positions right  
47 now and I guess it depends on who you talk with on  
48 whether or not it's critical.

49 TOMMY DUNN: Well, I believe the  
50 Administrator would have to make a recommendation.

1 That's what we're paying him for. That's what the  
2 motion -- if I heard Mr. Wooten right. And I would  
3 just like to amend that motion. I want to make it  
4 perfectly clear, if it's alright. At this time I'll  
5 make a motion we'll amend yours that with the  
6 exception of the Sheriff's office.  
7 CRAIG WOOTEN: Yes.  
8 TOMMY DUNN: We're not ---  
9 CRAIG WOOTEN: The school resources  
10 officer and that.  
11 TOMMY DUNN: The Sheriff's Office are  
12 not -- he's an elected official. I'll make a motion  
13 to add that amendment to that.  
14 CINDY WILSON: And I'll second that. How  
15 long will we anticipate the freeze be in place?  
16 TOMMY DUNN: We can implement it.  
17 Hopefully here in the budget. That's what the new  
18 what you call it. That's what we're going for.  
19 CINDY WILSON: The new budget?  
20 TOMMY DUNN: We're debating my  
21 amendment now of excluding the Sheriff's office.  
22 Anyone about that?  
23 GRACIE FLOYD: I'd like to speak on the  
24 last thing that Mr. Wooten said before we decided we  
25 were going to amend it.  
26 TOMMY DUNN: That's already been on the  
27 floor about amending it. So, we're coming back to  
28 talk about that, but right now we're talking the  
29 motion on the floor is the amendment and that's what  
30 we're debating now, is the amendment.  
31 GRACIE FLOYD: We haven't to vote on the  
32 first one.  
33 TOMMY DUNN: We can't, Ms. Floyd, we're  
34 going by Roberts Rules of Order.  
35 GRACIE FLOYD: On the first one.  
36 TOMMY DUNN: Got to do the amendment  
37 first.  
38 TOM ALLEN: Mr. Chair.  
39 TOMMY DUNN: Ms. Floyd's got the floor.  
40 I got to explain the Robert's Rules to her.  
41 GRACIE FLOYD: I don't know what you're  
42 saying but what I'm saying is, I wanted to speak to  
43 Mr. Wooten's amendment.  
44 TOMMY DUNN: And that will be ---  
45 GRACIE FLOYD: And what I'm saying now is  
46 that Mr. Wooten, that's not a bad idea.  
47 TOMMY DUNN: Ms. Floyd, that's not  
48 time. That will come up next. We're going to debate  
49 that next. We do the amendment first. As you said a  
50 while ago, going by Robert's Rules of Order. And

1 that's what we going by is Robert's Rules of Order.  
2 That will be it. Exactly. Mr. Allen.

3 TOM ALLEN: Mr. Chair, based on that  
4 amendment, but there might still be critical needs in  
5 other departments, too.

6 TOMMY DUNN: Yeah. That's what we're  
7 talking about. Yeah. The Sheriff's office -- my  
8 amendment, the Sheriff's office is totally exempt  
9 from this. And his motion is the critical, if  
10 there's a critical need the Administrator makes that  
11 recommendation to come to Council.

12 TOM ALLEN: Okay. Because I know  
13 Roads and Bridges are complaining heavily about  
14 losing people. So okay.

15 TOMMY DUNN: Anyone else have anything  
16 on the amendment? All in favor of the amendment show  
17 of hands. All opposed. Show the amendment carries  
18 with Mr. Waters, Mr. Allen, Mr. Dunn, Mr. Graham, Ms.  
19 Wilson, and Mr. Wooten in favor and Ms. Floyd  
20 opposes.

21 Now we go back to the original motion. Ms.  
22 Floyd.

23 GRACIE FLOYD: Mr. Wooten, as I was  
24 saying, that might be something, you know, good to  
25 look at because I, too, looked at that. But I don't  
26 think -- I think that we should have put more time in  
27 discussion because what we're saying here is going to  
28 impact a lot of the departments not just Roads and  
29 Bridges. What we need to do is go back and look at  
30 the critical employees that were asked for first.  
31 And then decide on the demotion -- on the motion, are  
32 we going to let this and this department do something  
33 or are we going to just cut it off at the board. It  
34 doesn't seem like that's the right thing to do, just  
35 to go ahead and say well, we're going to do this.  
36 All except the police department. And that's what I  
37 have to say about it.

38 RAY GRAHAM: Mr. Chairman.

39 TOMMY DUNN: Mr. Graham.

40 RAY GRAHAM: Correct me if I'm wrong.  
41 The motion is not only for new positions, it is also  
42 for vacancies that comes up in that time frame;  
43 correct?

44 TOMMY DUNN: From now till we can  
45 implement the thing which hopefully will be by the  
46 first of July.

47 RAY GRAHAM: With that being said, we  
48 really can't address a critical position until that  
49 position is brought before us.

50 TOMMY DUNN: That's right. Any one



1 else? All in favor of the motion show of hands. All  
2 opposed like sign. Show the motion carries Mr.  
3 Waters, Mr. Allen, Mr. Dunn, Mr. Wooten, Mr. Graham,  
4 and Ms. Wilson in favor and Ms. Floyd opposes.

5 Any more discussion on the budget? All in favor  
6 of the motion on the budget as amended show of hands.  
7 All opposed. Show the motion carries, Mr. Waters,  
8 Mr. Allen, Mr. Dunn, Mr. Graham, Mr. Wooten and Ms.  
9 Wilson in favor, Ms. Floyd opposes.

10 Moving on to Item number (c) 2018-017 an  
11 ordinance authorizing the execution and delivery of  
12 Fee in Lieu of Tax Agreement by and between Anderson  
13 County, South Carolina and a company or companies  
14 known to the County at this time as Project Avocado  
15 with respect to certain Economic Development property  
16 in the County, whereby such property will be subject  
17 to certain payments in Lieu of Taxes, including the  
18 provision of certain Special Source Revenue Credits.  
19 We have a motion to move this forward?

20 KEN WATERS: So moved.

21 CINDY WILSON: Second.

22 TOMMY DUNN: Motion Mr. Waters, second  
23 Ms. Wilson. Mr. Nelson, you have anything to add to  
24 this?

25 BURRISS NELSON: Thank you, Mr. Chairman.  
26 Appreciate you allowing me to present tonight. This  
27 is a better set of maps of each individual site so  
28 you'll know exactly where they are. The numbers  
29 haven't changed. They're all still the same. The  
30 spread sheet is the last page. This is, of course, a  
31 ?? project and brings capital investment to the  
32 county and does not create any jobs other than  
33 construction jobs, but is a big increase in the  
34 amount of property tax based on those agricultural  
35 rates at each one of those sites.

36 TOMMY DUNN: Anyone have any questions  
37 for Mr. Nelson?

38 BURRISS NELSON: Thank you, Sir.

39 TOMMY DUNN: All in favor of the motion  
40 show of hands. All opposed like sign. Show the  
41 motion carries unanimously. Thank you, Mr. Nelson.

42 Moving on to Item number (d) 2018-018 an  
43 ordinance authorizing the amendment of the  
44 Infrastructure Credit Agreement heretofore entered  
45 into between Anderson County, South Carolina and One  
46 World Technologies, Inc. to modify the provisions  
47 thereof relating to the ownership of the existing  
48 facilities and other provisions therein. We have a  
49 motion to move this forward?

50 RAY GRAHAM: Motion.

1 TOMMY DUNN: Motion Mr. Graham, second  
2 by Ms. Wilson. Are there any discussion? All in  
3 favor of the motion show of hands. All opposed like  
4 sign. Show the motion carries unanimously.  
5 Moving on to Item number (e) 2018-019 an  
6 ordinance amending Ordinance #99-004 the Anderson  
7 County zoning ordinance, as adopted July 20, 1999, by  
8 amending certain sections of the zoning ordinance  
9 text, specifically Chapter 70, Article 10, Section  
10 1.2, 1.3 and 3.4 to eliminate fees for Zoning  
11 ordinance or map amendments. We have a motion to  
12 move this forward?  
13 KEN WATERS: So moved.  
14 TOMMY DUNN: Motion Mr. Waters, second  
15 Ms. Wilson. Are there any discussion? All in favor  
16 of the motion show of hands. All opposed like sign.  
17 Show the motion carries unanimously.  
18 Moving on to Item number 9, Ordinance First  
19 Reading 9(a) 2018-021 an ordinance amending the  
20 Zoning Map to rezone +/- 64.17 acres from R-20 (Single  
21 Family Residential) to R-A (Residential Agricultural)  
22 at 1215 Brown Road. Before we go into public  
23 hearing, I asked Dr. Parkey if he'll speak on this  
24 just a minute and then we'll go into a public hearing  
25 if you have any questions or whatnot.  
26 JEFF PARKEY: Thank you, Mr. Chair. The  
27 applicant is making this request to change the zoning  
28 so as to build a barn and a greenhouse on the  
29 property. Staff recommended approval. Zoning  
30 Advisory Group recommended approval and Planning  
31 Commission recommended approval.  
32 TOMMY DUNN: Thank you. Any one have  
33 any questions or comments for Dr. Parkey before we go  
34 into public hearing? Hearing none, we'll go into  
35 public hearing. Anyone wishing to speak to this  
36 matter, state your name and district. Anyone at all?  
37 Hearing and seeing none, public hearing will be  
38 closed. We have a motion to move this forward?  
39 KEN WATERS: So moved.  
40 CINDY WILSON: So moved.  
41 TOMMY DUNN: Motion to move this  
42 forward Mr. Waters, second Ms. Wilson. Any  
43 discussion?  
44 CINDY WILSON: Just a quick comment.  
45 TOMMY DUNN: Ms. Wilson.  
46 CINDY WILSON: It's so nice to see active  
47 farmers or active farming efforts in our county.  
48 This is a very supportable application. Thank you.  
49 TOMMY DUNN: Thank you. We have any  
50 more discussion? All in favor of the motion show of

1 hands. All opposed like sign. Show the motion  
2 carries unanimously. Thank you, Dr. Parkey.  
3 Moving on to Item number 9(b) 2018-022 an  
4 ordinance to amend Section 38-69 (Certificate of  
5 Compliance required; uses exempt from certificate  
6 requirements) of the Anderson County, South Carolina  
7 Code of Ordinances to provide for an exemption when  
8 an existing residential structure is replaced with a  
9 residential structure. This is in title only. Be  
10 worded for the second thing. I put this in the form  
11 of a motion.  
12 CINDY WILSON: Second.  
13 TOMMY DUNN: Second. Fellow  
14 Councilmen, what this is for, we've run into this  
15 couple of times over the last year or so. What this  
16 is doing, somebody is trying to get a -- removing an  
17 old mobile home to build a house on it and they can't  
18 do it without going to the zoning board to get this  
19 thing up. This was supposed to be worked on by Mr.  
20 Forman. He left. They've been re-doing this and  
21 this just keeps coming up so I talked with Mr. Harmon  
22 and Ms. Hunter and they recommend this. And Mr.  
23 Harmon is getting Ms. Hunter to write language for  
24 second reading. So that's what this is about. Any  
25 more discussion?  
26 GRACIE FLOYD: Mr. Dunn, I don't  
27 understand this. It doesn't -- it provides for an  
28 exemption when an existing residential structure is  
29 replaced with a residential structure. What is this  
30 all about? This is in your district, I'm assume.  
31 TOMMY DUNN: No ma'am. Definitely not.  
32 GRACIE FLOYD: Okay. But I don't  
33 understand it. What is it all about?  
34 TOMMY DUNN: I'll let Mr. Harmon talk.  
35 You couldn't understand what I talked. I just  
36 explained it and you didn't hear.  
37 GRACIE FLOYD: Yeah. I can understand it  
38 better.  
39 LEON HARMON: Ms. Floyd. What this does  
40 it amends section 38-69 so to place a new exception  
41 into that part of the ordinance to allow for what Mr.  
42 Dunn was explaining already. For example, if a  
43 mobile home is going to be replaced with a stick  
44 built home, it does not require that it go through  
45 the Planning Commission in order to get a certificate  
46 of compliance. That's what it would do. It would  
47 shorten up the time for residents to be able to  
48 replace a mobile home or replace a smaller home with  
49 a larger home, that type thing.  
50 GRACIE FLOYD: Okay. Still doesn't make

1 any sense, but okay. Thank you.  
2 TOMMY DUNN: Any one else? All in  
3 favor of the motion show of hands. Mr. Harmon is  
4 going to be writing, if y'all would -- we'll all be  
5 -- putting language on this for second reading and I  
6 would ask my Council members, the ones that could, to  
7 have a meeting and get this passed on second reading  
8 so we can vote on it third reading at our next  
9 Council meeting. Have to have seven days in between.  
10 And this is trying to speed the process up. Citizens  
11 shouldn't be penalized because of our ineptness. So  
12 I'll just leave it at that.  
13 This is right now, he put in for this a little  
14 over a week ago and they told him it would be July  
15 12th before they would have his hearing. So you can  
16 imagine how long it would take something or other.  
17 And you know the weather we're having now, time is  
18 money. Thank y'all.  
19 Mr. Harmon, did you have something you wanted to  
20 say? You looked like you were about to jump right  
21 out of your seat.  
22 LEON HARMON: No, sir.  
23 TOMMY DUNN: Okay. Moving on to number  
24 10, Resolutions, 2018-030 a resolution expressing  
25 intent to cease county maintenance on and to  
26 authorize county consent to judicial abandonment and  
27 closure of a portion of an unnamed road designated as  
28 C-01-0047A. This is in Mr. Waters' district. And as  
29 y'all know we can't close a road, all we can do is  
30 ask for it, pull back and pull back. Mr. Waters, you  
31 have any comment?  
32 KEN WATERS: Yeah, everyone that uses  
33 the road has signed a petition and everyone's okay  
34 with the abandonment of this road. And just like you  
35 said, it's just something -- a formality for us and  
36 then I think the courts have to take care of the rest  
37 of it. And I bring this in the form of a motion.  
38 TOMMY DUNN: Have a motion Mr. Waters,  
39 have a second by Mr. Allen. Any discussion? All in  
40 favor of the motion show of hands. All opposed like  
41 sign. Show the motion carries unanimously.  
42 Moving on to Item number 11 Report from the  
43 Planning and Public Works Committee meeting held June  
44 5th, 2018. Ms. Wilson.  
45 CINDY WILSON: Thank you, Mr. Chairman.  
46 I hope y'all will bear with me. I didn't have time  
47 to write up a report. And Mr. Graham and Mr. Wooten,  
48 if I leave something out or you need to add, please  
49 feel free to jump in.  
50 Our first item was an executive session involving

1 the Duke Energy Solar Proposal. This is an eight to  
2 ten million dollar ---

3 KEN WATERS: Point of order, Mr.  
4 Chairman. Do I need to excuse myself from this?

5 CINDY WILSON: Right. So sorry.

6 TOMMY DUNN: Thank you, Mr. Waters.  
7 Chairman Wilson, go ahead.

8 CINDY WILSON: Thank you. This is an  
9 eight to ten million dollar project. This provides  
10 free backup power for emergencies at the Civic Center  
11 which is our main congregate point for emergencies.  
12 There will be a fifteen year lease on a small area of  
13 property with five year renewals that will come  
14 before Council as a separate vote.

15 But our committee voted to recommend to Council  
16 to approve this project going forward and then coming  
17 back to us with the specific contract and paperwork.  
18 It's a very good win/win project. Duke is getting  
19 some funding from the federal government toward this  
20 and it's a pilot project for the state, or at least  
21 the upstate. Y'all have anything else to add to  
22 that?

23 TOMMY DUNN: I think it's a great idea.  
24 Hope we can work it out. I think it would be a  
25 win/win for everyone. One of the situations, be a  
26 win/win for everybody.

27 RAY GRAHAM: Mr. Chairman, if I may.  
28 Just one thing. One of the biggest benefits is this  
29 is basically our shelter, whether it's in the event  
30 of we have a weather related incident down the lower  
31 part of the state and we shelter people from  
32 Charleston up this way or whatever. Regardless, in  
33 doing so, in the event that we have a power outage,  
34 it basically provides power still to that facility.  
35 The battery backup will actually provide it for  
36 several hours and then the solar panels actually  
37 regenerate the power in the event that they're not  
38 able to get the grid back up. So it's basically  
39 something that Duke Energy is bringing to the county  
40 for our citizens. So it's a great opportunity for  
41 us, I think.

42 TOMMY DUNN: Thank you. Ms. Wilson.

43 CINDY WILSON: Our committee recommends  
44 that Council approve letting this project go forward.

45 TOMMY DUNN: Y'all will come back with  
46 a contract and now, but Council vote on this move it  
47 forward for the next thing. Coming from the  
48 committee it doesn't need a second. Are there any  
49 more discussion? All in favor of the motion show of  
50 hands. All opposed. Abstentions. Show the motion

1 carries with Mr. Waters abstains, Mr. Allen in favor,  
2 Dunn in favor, Mr. Graham in favor, Mr. Wooten in  
3 favor, Ms. Wilson in favor and Ms. Floyd abstains.  
4 We can bring Mr. Waters back in now. Ms. Wilson.  
5 CINDY WILSON: Okay. Thank you, Mr.  
6 Chairman. The next item was basically a round table  
7 discussion on how to approach the very large issue of  
8 affordable housing. It seems that it would be very  
9 good for us to look at renovation, rehabilitation,  
10 redevelopment. And Mr. Burns provided us some  
11 resources. There are numerous resources. We had a  
12 great group. We had Habitat for Humanity, Lot  
13 Project, some of our small municipalities sent their  
14 mayor or their planning person. But basically we  
15 shared some information and Mr. Burns and our  
16 planning department are going to put together a list  
17 of resources that these different entities can use to  
18 help projects in their neighborhood like the Farmers  
19 Home, I mean the Rural ---  
20 TOMMY DUNN: Yeah, Rural Farmer.  
21 CINDY WILSON: --- Farmer.  
22 TOMMY DUNN: Ms. Wilson.  
23 CINDY WILSON: DBG.  
24 TOMMY DUNN: If I may, what would be  
25 the chance, Mr. Burns, you know some of the land that  
26 we've got that's forfeited?  
27 CINDY WILSON: That's in there, too.  
28 TOMMY DUNN: I just saying, you know,  
29 every once in a while there might be a lot there  
30 somewhere somebody like Habitat for Humanity. I mean  
31 they do exceptional work. They're really truly the  
32 thing of affordable housing.  
33 RUSTY BURNS: We had the treasurer and  
34 the assessor there today and we discussed in detail  
35 the Forfeited Land Commission and how you access that  
36 property and the availability of it. So everyone  
37 there ---  
38 TOMMY DUNN: That would get it back on  
39 the tax books for somebody and it would be a win/win  
40 for everybody.  
41 CINDY WILSON: That's what precipitated  
42 our discussing that. Dr. Bea Thompson joined us and  
43 had some very good input. But anyway, we will be  
44 probably asking for you to help us with an ad hoc  
45 committee so we can really get deep into the  
46 information here. But the initial meeting is  
47 encouraging and our planning staff will come up with  
48 resources and information that will help the  
49 different interest groups.  
50 Now the next item was the due diligence and

1 continued discussion on the dispersal of Anderson  
2 County properties. Those were the Forfeited Land  
3 Commission properties and other properties that the  
4 county has; some of which would be excellent for  
5 these type considerations. Our committee recommends,  
6 by way of motion, that our assessor package these  
7 lots together and send them out for bids. And that  
8 comes to you in the form of a motion that we do that.

9 TOMMY DUNN: We have a motion coming  
10 from the Public Works committee doesn't need a  
11 second. Any discussion? All in favor of the motion  
12 show of hands. All opposed like sign. Abstentions?  
13 Show the motion carries Mr. Waters, Mr. Allen, Mr.  
14 Dunn, Mr. Graham, Mr. Wooten and Ms. Wilson in favor  
15 and Ms. Floyd abstains. Ms. Wilson.

16 CINDY WILSON: Now the next item is the  
17 capital improvement plan. And we are deferring to --  
18 after we discussed a great deal of this, we are going  
19 to defer to the CIP ad hoc committee which will come  
20 up with a final recommendation shortly.

21 TOMMY DUNN: And they've scheduled a  
22 meeting for next week.

23 CINDY WILSON: So we defer to them. So  
24 thank you, everyone. We had a great turnout, great  
25 staff input, great citizens, and thank you, Council  
26 members for sitting a long time.

27 TOMMY DUNN: Thank y'all. We're going  
28 to be now -- we have a motion to go into executive  
29 session to take legal advice regarding opioid  
30 litigation thing for Mr. Harmon.

31 CINDY WILSON: So moved.

32 TOMMY DUNN: Motion Ms. Wilson. We  
33 have a second Mr. Graham. All in favor of the motion  
34 show of hands. All opposed like sign. Abstentions.  
35 Show Ms. Floyd abstains. Mr. Waters, Mr. Allen, Mr.  
36 Dunn, Mr. Graham, Mr. Wooten, Ms. Wilson in favor.  
37 Be back shortly.

38 **(EXECUTIVE SESSION)**

39 CINDY WILSON: ... having received legal  
40 advice regarding the opioid litigation.

41 TOMMY DUNN: We got a motion Ms. Wilson  
42 come out of executive session receiving legal advice  
43 on the opioid situation and taking no action. We  
44 have a second?

45 RAY GRAHAM: Second.

46 TOMMY DUNN: Second Mr. Graham. All in  
47 favor of the motion show of hands. All opposed like  
48 sign. Abstentions. Show the motion carries Mr.  
49 Waters, Mr. Allen, Mr. Dunn, Mr. Graham, Mr. Wooten,  
50 Ms. Wilson in favor. Ms. Floyd abstains.

1 Moving on.  
2 TOM ALLEN: Mr. Chairman ---  
3 TOMMY DUNN: Can I have a motion?  
4 TOM ALLEN: Yeah. I'd like to make a  
5 motion -- based on legal advice that we just received  
6 I'd like to make a motion to authorize the filing of  
7 a complaint in state court in Anderson County in the  
8 opioid matter. And I put that in the form of a  
9 motion.  
10 CINDY WILSON: Second.  
11 TOMMY DUNN: Motion Mr. Allen. Second  
12 Ms. Wilson. Any discussion? All in favor of the  
13 motion show of hands. All opposed like sign. Show  
14 the motion carries unanimously.  
15 Moving on now to appointments. Does anyone have  
16 any appointments? Hearing and seeing none, we'll  
17 move on to Requests by Council members. Mr. Waters.  
18 KEN WATERS: I do. I would like to  
19 request one thousand five hundred dollars to Parks  
20 and Rec Department, I think that was for the Saluda  
21 River Rally this weekend.  
22 TOMMY DUNN: Have a motion Mr. Waters.  
23 Have a second by Ms. Wilson. Any discussion? All in  
24 favor of the motion show of hands. All opposed like  
25 sign. Show the motion carries unanimously.  
26 Anything else, Mr. Waters?  
27 KEN WATERS: That's all, thank you.  
28 TOMMY DUNN: Mr. Allen?  
29 TOM ALLEN: None at this time.  
30 TOMMY DUNN: Thank you. Ms. Floyd?  
31 GRACIE FLOYD: I don't have any  
32 allocations at this time.  
33 TOMMY DUNN: Mr. Graham?  
34 RAY GRAHAM: I don't have any at this  
35 time, either, Mr. Chairman.  
36 TOMMY DUNN: Thank you, Mr. Graham.  
37 Mr. Wooten.  
38 CRAIG WOOTEN: None.  
39 CINDY WILSON: Seven's broke.  
40 TOMMY DUNN: District 5 appropriates  
41 out of its recreation account thirty-five hundred  
42 dollars to Homeland Park Fire Department for its 4th  
43 of July festival it puts on. Put that in the form of  
44 a motion.  
45 TOM ALLEN: Second.  
46 TOMMY DUNN: Second Mr. Allen. Any  
47 discussion? All in favor of the motion show of  
48 hands. All opposed like sign. Show the motion  
49 carries unanimously. Administrator's Report.  
50 RUSTY BURNS: Nothing at this time, Mr.



1 Chairman.

2 CINDY WILSON: May I? Regarding the  
3 Administrator's Report.

4 TOMMY DUNN: Ms. Wilson.

5 CINDY WILSON: On the transfers, let me  
6 call your attention to the Voter Registration and  
7 Elections request for almost twenty-four hundred  
8 dollars for tents to cover the patio in front of the  
9 building for primary election night. Do you have any  
10 idea how ridiculous that is? There's no lighting.  
11 The security will be difficult. And the reason given  
12 is that the Civic Center is unavailable due to a  
13 conflict. I spoke with Mr. Burns earlier. There is  
14 no conflict. And the crowds that come to that, both  
15 media, citizens and party people, Democratic,  
16 Republican, all. There's no way you can fit them all  
17 on that patio and put tables out with wind blowing,  
18 papers everywhere. If it rains, heaven help us. Our  
19 county employees have been charged with assisting  
20 moving stuff wherever it is needed. There's no  
21 reason for that. And I think it is pure folly, and  
22 it will represent a terrible problem that night.

23 TOMMY DUNN: Let me just say, if I can,  
24 just add. When this was brought to our attention,  
25 the Director of the Election Commission knows the  
26 Civic Center wasn't a conflict. It was offered to  
27 them. Me and Mr. Burns met with members of their  
28 board. They have a self governing board and the  
29 member we met with was Farley. Me and Mr. Burns  
30 showed great concern -- my concern is safety,  
31 somebody falling and getting hurt. And we let it be  
32 known. My suggestion is you got a thing, they're  
33 appointed by the delegation members and talk to them  
34 about it. But we did when this come to our attention  
35 did have a meeting and did express our concerns. Mr.  
36 Graham.

37 RAY GRAHAM: Well, I guess my question  
38 is the scheduling with the rain and football. It's  
39 been cancelled for the remainder of the year. And  
40 the graduations, there should be no other  
41 graduations. So I mean, I'm having a little bit of  
42 ---

43 CINDY WILSON: Tuesday night.

44 TOMMY DUNN: Yeah, but as soon --  
45 listen, this was -- to be perfectly clear. This was  
46 some miscommunication from somebody. There never was  
47 a conflict at the Civic Center, it would have been  
48 fixed. And as soon as Mr. Burns found it out, he got  
49 it straight. And this was offered. But now, to be  
50 fair, on some of their side is, about having to haul

1 stuff to the Civic Center and unload it. They feel  
2 like it'd be more convenient for them. That's their  
3 side. I'm not in that thing. I'm just saying, we  
4 expressed our things, did we not, so that's where  
5 we're at.  
6  
7 RAY GRAHAM: So they're going to do it  
8 at the election office?  
9 TOMMY DUNN: Yep.  
10 RAY GRAHAM: So we need to get with the  
11 fire marshal. I mean there's no way they're going to  
12 accommodate the crowd that normally is there.  
13 CINDY WILSON: On that patio.  
14 RUSTY BURNS: We expressed this to the  
15 Chairman of Voter Registration. We expressed that to  
16 them. We also expressed, wondered if we have bad  
17 weather what are you going to do about that  
18 situation? He informed us that this is their  
19 decision and this is what they chose to do. But we  
20 pointed this out in detail. And the minute that  
21 there was some miscommunication about the Civic  
22 Center, which I don't know if there was, that was  
23 corrected by me. So that's what they want to do.  
24 Traditionally that election, all of our elections  
25 have been held at the Civic Center.  
26 TOMMY DUNN: They have had one down  
27 there.  
28 RUSTY BURNS: One down there. But that  
29 was that small municipal election when winner and  
30 loser, the votes combined a hundred. This is a  
31 statewide election. But we are definitely, or at  
32 least from me and from Mr. Dunn, that we didn't think  
33 that this was the right -- really great idea. But  
34 they chose to do it, the Chairman said this is what  
35 they want to do.  
36 TOMMY DUNN: And my suggestion, again,  
37 like I said, would be talking to delegation members.  
38 I've talked with several of them about other issues  
39 down the road.  
40 CINDY WILSON: I have two questions. One  
41 is, who is going to be liable if someone trips out  
42 there? That is not the smoothest patio. And the  
43 second question is can we make a motion not to fund  
44 the tent? I just don't think it's right to do what  
45 they're doing.  
46 TOMMY DUNN: I don't think it is  
47 neither. But at the same time, I respect their  
48 decision and their process not this late in the game  
49 and the thing. Like I said, because I felt very  
50 strongly against it and had the meeting and talked to

1     them and Mr. Burns. We let him know, you know, our  
2     concerns. Let them know the Civic Center was fully  
3     there and everything and they choose otherwise.

4             RAY GRAHAM:             Still at the end of the  
5     day, is the county not the one that's responsible?

6             TOMMY DUNN:            If somebody got hurt down  
7     at that building, we're the ones getting sued I'm  
8     sure. County property. But I can assure you if  
9     something comes up now at this junction, we'll take  
10    the blame for it. I say let them -- you know, some  
11    times you have to let cow horns hook, as my daddy  
12    used to say, and I don't think they'll be having a  
13    second one.

14            CINDY WILSON:          Well, the problem is the  
15    liability. There's no parking adequate for the  
16    hoards of people that come in there. There are  
17    usually three or four hundred people there some  
18    nights, especially a state election. The lighting is  
19    terrible. How are you going to read all the forms?  
20    How are they going to get all the tables around?

21            TOMMY DUNN:            Ms. Wilson, you're  
22    preaching to the choir. I understand.

23            CINDY WILSON:          Anyway, I'm sorry.

24            TOMMY DUNN:            No. Valid concerns.

25            Moving on now, Citizens Comments. Mr. Harmon.

26            LEON HARMON:           Mr. Chairman, no one has  
27    signed up.

28            TOMMY DUNN:            Remarks from Council  
29    members. Ms. Wilson.

30            CINDY WILSON:          I have some more good  
31    news. I understand that the Kinder Morgan case will  
32    go forward in court and that would be very  
33    encouraging for the people in Cheddar. So that's  
34    really good. And the extra patrols over there, Mr.  
35    Graham, are bringing great comfort to a lot of people  
36    over there. So that is really good news. Thanks.

37            TOMMY DUNN:            Thank you, Ms. Wilson.

38            Mr. Wooten?

39            CRAIG WOOTEN:          Initially I didn't have a  
40    comment, but my microphone is broken and so whether  
41    it's at the budget workshop or the third reading, I  
42    am going to make a motion that we put money in the  
43    budget to get new microphones and that we can work  
44    with the Clerk of Council to pick out which one works  
45    best for us. And I hope that's something we can all  
46    agree on.

47            TOMMY DUNN:            I think they're working  
48    on. Evidently yours didn't -- I come through the  
49    halls one day this week -- what day is this? Tuesday  
50    -- must be yesterday or today one and somebody was in

1 here fooling with them. But that's a good thing.  
2 Mr. Burns, can you see that happening, get Mr.  
3 Carroll and them about these microphones. This is  
4 enough of this. Thank you.

5 Mr. Graham.

6 RAY GRAHAM: Thank you, Mr. Chairman.  
7 Just one brief statement. I agree one of the other  
8 Council members had mentioned about Anderson  
9 Independent not showing up for any of the meetings or  
10 doing any reporting as much as they used to. But I  
11 do want to complement Mr. Wilson and Mr. Welch. They  
12 are faithful followers and I mean they always seem to  
13 report the truth regardless of whose feelings it  
14 hurts or whose toes they step on. And I appreciate  
15 that. I appreciate you guys standing up and giving  
16 the citizens what they need to hear. Thank you.

17 TOMMY DUNN: Thank you.

18 Ms. Floyd.

19 GRACIE FLOYD: Yes, first of all, I want  
20 to talk about the animal shelter for a second.  
21 Yesterday, Sunday -- no yesterday -- on Sunday we  
22 made a right turn off of Main Street going to  
23 Greenville -- onto Greenville Street and what do we  
24 see in the street? A little kitty. Little kitty.  
25 And it was the strangest thing, he'd been hit and he  
26 was writhing around in the street and there were  
27 birds like I've never seen before out there with the  
28 kitty as if they were trying to help him. It was  
29 really terrible on one hand, but the birds were  
30 actually there, on the pavement, in the middle of the  
31 street, several birds around him. I think that we  
32 need to look at this thing about releasing these cats  
33 again because I don't think it's working. I'm seeing  
34 too many dead cats in the middle of the street. And  
35 if you haven't seen them, you might not want to.

36 I spent the entire weekend, Saturday and Sunday  
37 passing out home grants. There's no need to even  
38 mention this because the news can't get out here.  
39 But anyway, that's what I did. Went to the churches  
40 and funeral homes on Saturday, passing out the  
41 sheets, letting folks know that the home grant is  
42 back.

43 Something I would like to say to the Council  
44 member who is saying about the meetings -- they have  
45 all the meetings, how many meetings he goes to and  
46 all of that. That Council member has not been here  
47 long enough to know that there was a time when I was  
48 going to meetings that I was not asked to come but I  
49 knew I could get there. And when I got there half of  
50 them would not let me speak, they told me I could not

1 speak and Mr. Burns can attest to that. And then  
2 when they would really get to talking and it really  
3 appears as if I was going to speak, they'd go into  
4 executive session, which I understand that I cannot  
5 go. So before you sit down and say, well, you could  
6 have done this and you could have done that, check  
7 the facts first. See what has happened before you  
8 got there. But I have tried to go to several  
9 meetings, but I'm not welcomed once I get there. One  
10 newspaper writer even wrote that I stormed out of the  
11 room. And all I did was picked up my stuff and left  
12 quietly. Mr. Burns, you remember that.

13 Also, the -- there are some things that we need  
14 to be cognizant of and I don't know how we're going  
15 to do it since we can't all get into the same  
16 meeting, and there has been questions raised about  
17 that. And I will be calling some folks up telling  
18 them what you said and I did bring it up and we'll  
19 see what happens. I still stand by what I said about  
20 let's cutting out all the new hirees other than the  
21 Sheriff's people until we take a look at what new  
22 hirees we're going to be cutting out.

23 For example, you've been talking about how trashy  
24 Anderson is, and in the budget was some folks hired  
25 to help pick up the trash to help keep Anderson  
26 clean. But I guess these things are not important to  
27 you, but they are to me. And with that, I will say  
28 good night.

29 TOMMY DUNN: Mr. Allen.

30 TOM ALLEN: I have nothing at this  
31 time.

32 TOMMY DUNN: Mr. Waters.

33 KEN WATERS: I don't have anything.

34 Thank you.

35 TOMMY DUNN: Also would like to ask all  
36 the Council members and staff they want to keep Ms.  
37 Phyllis White in thoughts and prayers. She lost her  
38 brother this past week and keep her and her family in  
39 our thoughts and prayers.

40 Also, want to commend Duke Energy. They had a  
41 lot of -- Anderson County had a lot of outages in  
42 power this past week. People don't realize, you  
43 know, some of the outages and want to thank all the  
44 outside providers that come in. There was probably  
45 -- and I want to thank the county staff for helping  
46 especially at the Civic Center. They was staged out  
47 at the Civic Center. The staff out there opened the  
48 building up. I think they fed about three hundred  
49 energy employees out there, coming through Saturday  
50 and Sunday on short notice. And I want to thank the

1 staff for being ready. And thank Mr. Burns for  
2 allowing that to happen and being in good  
3 partnerships with Duke Energy as we just went to the  
4 thing Friday in Williamston about the Lee Steam Plant  
5 and talking about our good relationship we have with  
6 Duke Energy and working with them. And want to keep  
7 that up.

8 Want to thank each and everyone of my fellow  
9 Council members for putting Anderson County first and  
10 doing it as a team and not always me and I appreciate  
11 it. Look forward to getting this budget worked on.  
12 Thank y'all very much. Meeting be adjourned.  
13

14 **(MEETING ADJOURNED AT 8:02 P.M.)**

State of South Carolina    )  
County of           Anderson    )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
JUNE 19, 2018

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

ALSO PRESENT:  
RUSTY BURNS  
LACEY CROEGAERT

1 TOMMY DUNN: ... the Special Presentations  
2 part of the June 19th County Council meeting to order.  
3 Like to welcome each and every one here. Thank y'all  
4 for coming. At this time I'd like to -- we'll do  
5 resolutions and proclamations 2(a) 2018-028. Vice  
6 Chairman Graham. Chairman Graham.

7 RAY GRAHAM: Thank you, Mr. Chairman.  
8 This is in reference to Resolution 2018-028. This is  
9 a Resolution to Recognize and Honor Ms. Hattie Green  
10 for many years of Dedication and Service to the  
11 Communities of Anderson County; and Other Matters  
12 Related Thereto.

13 **Whereas**, Mrs. Hattie Green was born on September  
14 10, 1928. Hattie moved to Belton, South Carolina at  
15 the age of nine and has remained a resident for 80  
16 years. She attended Rosenwald School and was a  
17 graduate of Geer High School after the eleventh grade;  
18 and,

19 **Whereas**, Hattie was married to the late Gilbert  
20 Green, having 6 children, 30 grandchildren, 35 great  
21 grandchildren, 12 great great grandchildren, as well  
22 as numerous "adopted children" claiming her as their  
23 role model of guidance and support; and

24 **Whereas**, Hattie has been a member of the Mt. Zion  
25 Baptist Church for over 50 years. She has served many  
26 roles within the church such as a Sunday School  
27 teacher, a secretary of Sunday School, the Outreach  
28 Festival Committee Chair, a senior choir member,  
29 Deaconess, a missionary member and Flower Committee  
30 member; and

31 **Whereas**, Hattie is a longtime member of the Ladies  
32 Auxiliary to Foreign Wars, Thomasena Order of Eastern  
33 Stars and the Belton Lions Club. Hattie served as a  
34 Girls Scout Leader and volunteered at the Zion Street  
35 Community Center and Senior Solutions. In 1996 Hattie  
36 was named Anderson County NAACP Woman of the Year; and

37 **Whereas**, in 2002 Hattie was the first African  
38 American elected to the Belton City Council  
39 representing Ward 2. She still continues to serve on  
40 the Council today, missing only one regular scheduled  
41 council meeting in 16 years; and

42 **Whereas**, Hattie has worked diligently to make many  
43 improvements in Belton such as improving sidewalks,  
44 water, the remodeling of the Belton Armory for a  
45 community center, renovations at the Leda Poore Park,  
46 and refurbishing the Standpipe Landmark of Belton.  
47 Hattie continues her efforts for more improvements to  
48 take place in the downtown area of Belton; and,

49 **Whereas**, in 2006 Hattie was honored as a lifetime  
50 member of the Veterans of Foreign Wars and in 2010 she



1 received the Boy Scout Appreciation Award; and  
2 **Whereas**, although she is semi-retired she can be  
3 found working with her children to prepare meals for  
4 numerous organizations, senior citizen groups,  
5 elderly, sick and those in need; and

6 **Whereas**, on May 10, 2018 in Belton, South Carolina  
7 a ceremony was held for the Dedication and Ribbon  
8 Cutting for the extension of the Belton Rail Trail  
9 featuring the special recognition of Mrs. Hattie  
10 Green. During the event Hattie was recognized with a  
11 bronze plaque and bench that will be placed in her  
12 honor near the library. Following the ceremony a  
13 reception was held with a special presentation where  
14 Hattie was presented with the state's highest civilian  
15 honor The Order of the Silver Crescent; and

16 Now Therefore, be it resolved, the Anderson County  
17 Council commends and honors Mrs. Hattie Green who  
18 passionately serves our community, county and state  
19 with unyielding dedication and passion. Her efforts  
20 of harmony and unity bring a positive impact to all  
21 the residents of Anderson County.

22 RESOLVED in meeting duly assembled this 19th day  
23 of June, 2018.

24 Mr. Chairman, I'd like to bring that forth in the  
25 form of a motion.

26 TOMMY DUNN: Have a motion. Have a  
27 second?

28 CINDY WILSON: May I say something?

29 TOMMY DUNN: Second by Mr. Allen. Ms.  
30 Wilson.

31 CINDY WILSON: When we were writing and  
32 proofing this resolution, we all agreed this surely  
33 must be five different people and not one dear lady.  
34 So it's just incredible what Ms. Hattie's accomplished  
35 in her life. Thank you.

36 TOMMY DUNN: Thank you. Anyone else?  
37 I'd just like to echo Ms. Wilson's sentiments. You  
38 have definitely led a full life in Anderson County and  
39 the community of Belton I know is better off for your  
40 service. We really do appreciate it. Mr. Graham.

41 RAY GRAHAM: Thank you, Mr. Chairman.  
42 Ms. Hattie, I definitely want to commend you for all  
43 the work that you have done in Belton over the years.  
44 Growing up in Belton, actually a member of the city of  
45 Belton fire department for many years, I definitely  
46 seen first hand the hard work that you've committed to  
47 through your church and through the community. And  
48 Belton is definitely a better place on your behalf for  
49 all the hard work you've done.

50 Mr. Chairman, after we vote, if it would be

1 possible maybe ask Ms. Green and also her co-workers  
2 and family to step down front.

3 TOMMY DUNN: Yes, sir. All in favor of  
4 the motion show of hands. All opposed like sign.  
5 Show the motion carries unanimously. If you would,  
6 y'all just come on down.

7 **(PRESENTATION OF RESOLUTION)**

8 RAY GRAHAM: Ms. Hattie, on behalf of  
9 Anderson County Council, I'd definitely like to  
10 present this resolution. And again, we definitely  
11 appreciate all the hard work you have done for the  
12 city of Belton and also for Anderson County. At this  
13 time I'm going to turn the mike over to you and let  
14 you talk and tell us about whatever you want to talk  
15 about tonight.

16 HATTIE GREEN: Well, I'd just like to  
17 thank everyone for presenting me this honor. And it's  
18 an honor and a pleasure because I love people. That's  
19 one reason I got on the Council to keep myself busy.  
20 And I really love cooking. So a lot of times I don't  
21 get to cook like I want to. There's nothing no better  
22 than getting in the kitchen and relaxing yourself.  
23 Because I made some cream cheese crunch today. But I  
24 really do appreciate this. And I'm so happy that  
25 y'all and everybody's doing this while I'm living.  
26 Because you know, if I'm dead I don't know anything  
27 about it. My mother always said give me my flowers  
28 while I yet live. That's one thing she always taught  
29 me to treat people like you want to be treated and  
30 nobody wants to be treated bad. And I've got to teach  
31 that to my children and I always teach people to let  
32 them know that I love them. Because I love people and  
33 I love to talk, but I guess I'm going to stop now.  
34 Thank you.

35 RAY GRAHAM: Thank you so much.

36 **APPLAUSE**

37 TOMMY DUNN: Moving on, we're moving on  
38 now to Item 2(b) **2018-032** A Resolution. Ms. Wilson.

39 CINDY WILSON: Thank you, Mr. Chairman. I  
40 will read this into our record and get a vote of  
41 approval and it will be presented Sunday at a special  
42 celebration over in Williamston.

43 This is a Resolution to Honor and Recognize  
44 Caroline Community Center for Their Dedication and  
45 Service to Anderson County Citizens for 32 years; and  
46 other matters related thereto.

47 **Whereas**, the Williamston Action Community Club is  
48 held at Caroline Community Center in Williamston,  
49 South Carolina. It was established in 1985 and has  
50 been a strong, diverse, supportive center for the

1 community for 32 years; and

2 **Whereas**, the mission of this organization is to  
3 improve the quality of life by providing safe,  
4 accessible services, programs and facilities; and

5 **Whereas**, the Williamston Action community Club is  
6 a meeting place for individuals to experience art,  
7 recreation and community building activities; and

8 **Whereas**, the community club features senior  
9 programs offering Bible studies, nutrition and  
10 exercise programs, Bingo and line dancing; and

11 **Whereas**, the community club provides youth  
12 programs geared for student success and achievement.  
13 Children can participate in sports, art and crafts,  
14 attend summer camps and field trips; and

15 **Whereas**, Anderson County Council and the residents  
16 of Anderson County are pleased to recognize and  
17 celebrate the Caroline Community Center and  
18 Williamston Action Community Club for thirty-two years  
19 of dedicated service to the community. We are  
20 appreciative of your compassion, support and  
21 willingness to improve the quality of lives in our  
22 community.

23 RESOLVED in meeting duly assembled this 19th day  
24 of June, 2018.

25 And may I put that in the form of a motion?

26 TOMMY DUNN: Have a motion Ms. Wilson.

27 We have a second?

28 RAY GRAHAM: Second.

29 TOMMY DUNN: Second Mr. Graham. Any  
30 discussion? All in favor of the motion show of hands.  
31 All opposed like sign. Show the motion carries  
32 unanimously.

33 Meeting will be adjourned. We'll reconvene here  
34 for regular start of Council meeting at 6:30.

35

36 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:13 P.M.)**

State of South Carolina    )  
County   of           Anderson    )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
JUNE 19, 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  
2 call the Regular Anderson County Council meeting of  
3 June 19th to order. At this time I'd like to ask the  
4 Honorable Councilman Craig Wooten if he'd lead us in  
5 the Invocation and Pledge of Allegiance. If we'd all  
6 rise, please.

7 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY CRAIG WOOTEN)**

8 TOMMY DUNN: Are there any changes or  
9 corrections to be made to the minutes of the regular  
10 Council meeting of June the 5th? Not received. I'm  
11 sorry. We'll take care of that next time.

12 At this time, before we go on to Item number 4,  
13 I'd just like to recognize, I believe Ms. -- our  
14 librarian, Ms. Faith Line is here. I want to Kudos to  
15 her. I think she just received an award from the  
16 Chamber of Commerce last week. Our library just got  
17 some awards here back a couple of months ago. So we  
18 appreciate the fine work and what all you're doing and  
19 we're very lucky to have you, Ms. Line. Thank you  
20 very much. Let's all give her a big hand. Thank you  
21 for being here.

22 Moving on now, we're going to Citizens Comments.  
23 As Mr. Harmon, our attorney, calls your name, you have  
24 three minutes on agenda matters at this time. Please  
25 state your name and district for the record and  
26 address the Chair.

27 LEON HARMON: Mr. Chairman, we have one  
28 citizen signed up. Elizabeth Fant.

29 TOMMY DUNN: Thank you, sir.

30 ELIZABETH FANT: Elizabeth Fant, District 3.  
31 I'm referring to number 6 and number 8; both on  
32 budget. I wasn't able to come to the budget workshop  
33 that you had. Glad to see you finally had one. That  
34 is one thing that does concern me about the budget  
35 process this year. I've heard somebody say, well, you  
36 can come to any of the meetings you want to. And any  
37 of us can. But I get those announcements from Ms.  
38 Lacey. I get those announcements from Ms. Lacey about  
39 different committee meetings and in no way have any of  
40 those meetings up until this one said anything about  
41 budget.

42 Now, you may be discussing items that have to do  
43 with capital projects or other issues that affect the  
44 budget, but you're not telling the people that those  
45 are budget meetings. And this is the first year that  
46 we've done the budget this way. I know it saved you  
47 all a lot of time and I know Mr. Dunn will say, oh,  
48 you can call anybody you want to and ask any questions  
49 you want to. But the whole thing about government  
50 process is supposed to be that we do it out in the

1 open and we do it when the constituents can hear what  
2 is going on and not that it's already decided in a  
3 committee and then brought forth. And as Mr. Dunn  
4 will say, if it came from the Finance Committee or if  
5 it came from the so and so committee, it needs no  
6 second. We're the second. We're the ones that need  
7 to approve it. I'm going to be watching tonight to  
8 see what's in the budget.

9 LEON HARMON: No one else is signed up.

10 TOMMY DUNN: Thank you, Mr. Harmon.

11 Moving on to Item number 5, Then and Now. Ms.  
12 Floyd.

13 GRACIE FLOYD: Thank you. I'm going to  
14 speak on the last Council meeting. We don't have our  
15 minutes. I tried to get the secretary to find it but  
16 she was unable to do so. But it was a comment that  
17 was made at the last Council meeting about the  
18 previous Council had almost left Anderson County in  
19 bankrupt or the previous county left Anderson County  
20 in bankruptcy or something that the previous county  
21 (verbatim) did to get Anderson County close to  
22 bankruptcy.

23 At the last Council meeting, Ms. Wilson made a  
24 statement that I objected to. That statement was that  
25 the previous Council had left or whatever I just said  
26 the county bankrupt. I disagreed with her assessment  
27 at that meeting. I told her so. And tonight I want  
28 to elaborate a little more on that topic. I will  
29 demonstrate that Anderson County was not near  
30 bankruptcy during that period of time. And I can not  
31 just sit there as I was on Council at that time and  
32 not say anything. That's a total untruth. I can't do  
33 that to the people of Anderson County. I can't do it  
34 to my constituency. And I can't do it to myself. I  
35 will demonstrate with facts, not just opinions, that  
36 Anderson County was not near bankruptcy at that period  
37 of time.

38 In fact, Anderson County was not near bankruptcy  
39 then, not now and likely will not be in the future.  
40 Anderson County has had a very stable and secure  
41 financial past and is likely to continue to have firm  
42 financial footing.

43 To make my point I did some long, hard  
44 researching. I researched some old financial  
45 information. I researched with people. I researched  
46 with -- my research also include people who are in the  
47 county at this particular time. This information is  
48 available to anyone on the county's website and comes  
49 from the published audited financial statements.  
50 Again, these are published facts. Not conjectures,

1 not my opinion, but facts.

2 First, when you use the word bankrupt, that means  
3 you are unable to pay your bills. It means that your  
4 liabilities exceed your assets. It means in simple  
5 terms that you are broke. Anderson County was not  
6 broke then, nor is it broke now.

7 The first fact I want to talk about is the  
8 county's fund balance. Fund balance means the  
9 difference between your assets and your liabilities.  
10 It could be construed to mean the net worth of the  
11 county. At June the 30th, 2008, the county had a fund  
12 balance of forty million three hundred forty-seven  
13 thousand eight hundred and seventy-five dollars. I'm  
14 going to repeat that. June 30th, 2008, the county had  
15 a fund balance of forty million three hundred forty-  
16 seven thousand eight hundred and seventy-five dollars.  
17 In case you want to see this for yourself, you can go  
18 to the June 30th, 2017 website and this information  
19 can be found on page 31. On page 31 -- that's 131.  
20 On page 131, you will find a table that lists the  
21 county's fund balance for the past ten fiscal year.

22 My point is that you, the county, cannot be  
23 bankrupt or near bankrupt with forty million dollars  
24 of fund balance, can they?

25 The second fact that I want you to know about what  
26 is -- about something called net position. Net  
27 position is the calculation that is used to show  
28 changes in the county's financial position. It is a  
29 useful indicator of governmental's financial  
30 condition. Going back to the same day, June 30th,  
31 2008, the county's net position was increased by five  
32 million seven hundred and nine nine hundred and  
33 seventy-eight dollars. This is all calculated by  
34 taking all the revenues of the government and  
35 subtracting all the expenses. Again, you cannot be  
36 bankrupt when your revenues exceed your expenses by  
37 over five point seven million dollars. You can find  
38 this information on 128 to 130 in the audited  
39 financial statement.

40 The last fact I wish to discuss is this. This  
41 county has been issued a clean or modified audit  
42 opinion for every year that I have been on Council.  
43 That's nineteen years, folks. That's nineteen years I  
44 have been on Council that this Council has received a  
45 clean audit. I believe that if Anderson County was  
46 bankrupt, going bankrupt, or had been close to  
47 bankruptcy, then the county would not have earned  
48 these clean audit opinions all these years. If there  
49 was evidence of bankruptcy the auditors would have  
50 expressed that in the audit report.

1 To close, I again say and support it with facts,  
2 that Anderson County was not broke, and was not  
3 bankrupt while the previous Council was seated. What  
4 I presented tonight is based on fact and not off the  
5 cuff remarks and rambling. Look for yourself. Go to  
6 these financial website that I had to go through. Go  
7 through your trash cans if you have trash related to  
8 Anderson County and is audited as I have. I have --  
9 and I think you will come to the undeniable conclusion  
10 that Anderson County was in excellent financial health  
11 then and health now.

12 There is no conflict, folks, between the old and  
13 the new. The conflict is between liars. People who  
14 use the means as a platform to say things that they  
15 know aren't true, but they say them anyway to convince  
16 you that they know what they're talking about. The  
17 conflict is between the false and the true.

18 And I thank you.

19 TOMMY DUNN: Moving to Item number 6,  
20 Report from the Administration Policy/Rules Committee,  
21 which is the Personnel Committee held June 12, 2018.  
22 Chairman Allen. Chairman Allen.

23 TOM ALLEN: All right. Yes. Thank  
24 you, Mr. Chair. As most of you know, we've had a  
25 survey done here over the past several months in the  
26 county by an outside personnel firm to look at where  
27 we stand as far as our personnel policies, pay scales,  
28 vacation time, etcetera. And there are about six  
29 major points that came up in this survey and these are  
30 things that we, on the Personnel Committee, are going  
31 to be looking at and working on to see how we can  
32 rectify some of the problems in order to bring us into  
33 balance with other surrounding counties of our same  
34 size and population, as well as with the private  
35 industry.

36 So one of the first things we looked at, of  
37 course, was the salary market adjustments. In other  
38 words, what they did was they went out here and looked  
39 at the counties around us. They also looked at  
40 private industries. They weighted this sixty percent  
41 of their evaluation was based on the counties pay, in  
42 other words counties around us, and forty percent of  
43 the weight was based on what private industry is  
44 paying. So in other words, if the county has a truck  
45 driver and a private industry has a truck driver doing  
46 exactly the same thing, what does the pay scale look  
47 like? So, we're looking at that now to see what kind  
48 of adjustments we may need to make on that.

49 And in most cases of all of the various fields of  
50 labor, if you will, that were looked at, the county



1 tended to be somewhat below what the civilian -- I'll  
2 call it civilian side of the house is paying. Old  
3 military coming out in me; can't help it.

4 The next thing we looked at was employee  
5 evaluations. There are supposed to be annual  
6 evaluations done on all employees. And I think in  
7 some cases that's kind of slipped over the years. I  
8 admit I don't like doing evaluations on people. It's  
9 a headache and it's sometimes not a fun thing to do.  
10 But we have to have those done if we're going to make  
11 this process work so that we know how to promote  
12 people and whether somebody deserves a raise or not.  
13 So we've got to have those evaluations done. And  
14 we're looking at having those done by the end of July,  
15 to have everybody up to date on their evaluations.

16 Also, we're looking at, I was going to say, I  
17 forgot to mention one other thing on the salary  
18 adjustments. We hope to have those -- well, we will  
19 have those in place 1 July. If the budget passes  
20 tonight, we'll have those in place 1 July.

21 Job descriptions need to be updated. In order to  
22 do these annual evaluations you've got to have a  
23 decent job description. And we found out we had a lot  
24 of job descriptions in this county that were  
25 duplicates in a way. You know, you'd have a -- I'll  
26 use the truck driver again. In one department it was  
27 called a truck driving engineer and in another  
28 department that same truck driver was just called a  
29 truck driving laborer or something. It was the same  
30 thing. So we've reduced the number of job  
31 descriptions in the county and those need to be made  
32 uniform and brought up to date. So that's another  
33 thing that we're working on.

34 The question came up about retirees retaining  
35 years of service. And this is another thing that  
36 we're in discussion on. But let's say you retire from  
37 Anderson County and you're off the payroll for 30  
38 days, I think it is, and then you can come back to  
39 work. Where do you start? If you come back into the  
40 same job, for instance, should you start at the same  
41 salary with all the vacation build-up? We're looking  
42 at this and saying, no. If you're going to retire and  
43 come back, you're going to start off at ground zero  
44 and work your way up. That's one of the -- again, one  
45 of the things we're discussing.

46 The Personnel Policy Handbook. The one I have is  
47 dated 1998 and I think there were maybe some  
48 adjustments made in early 2000's. But with all these  
49 things that we're doing here, we need to update the  
50 Personnel Policy handbook so that people coming on

1 board to work for the county will know exactly what  
2 they're getting into.

3 And a final thing we're looking at is the possible  
4 modification to vacation, sick and compensatory time  
5 going into the future. Right now we allow people  
6 something like four hundred and sixty hours of  
7 vacation build-up time towards retirement that you can  
8 get paid out for. Greenville County allows two  
9 hundred and forty hours. I think ours was four  
10 eighty, maybe, and theirs is two forty. And we're  
11 looking at reducing our down to three sixty. Because  
12 what we're running into is people are not taking their  
13 vacation in many cases, which they should. You need  
14 that break time, you need to recharge the batteries.  
15 But also, all of a sudden, we get hit with big bill  
16 because somebody is retiring and they've got four  
17 hundred and some hours of vacation time and we've got  
18 to then turn around and find twenty, thirty, forty  
19 thousand dollars to pay them out for vacation. So our  
20 vacation policy here in the county is extremely  
21 lenient. Most organizations around, you get your  
22 vacation, if you don't use it the year that you're  
23 eligible to use it, it's gone. And you start over  
24 again.

25 So somewhere back in the past, this decision was  
26 made. And maybe at that time it was a good thing to  
27 do. I don't know what the economic situation was in  
28 Anderson County when this was done. I'm not saying  
29 anybody was terrible or did a really nasty thing.  
30 It's just that it may have been the thing to do at  
31 that time. But now, we can't afford it.

32 So those are some of the things that we're looking  
33 at. We're going to have more Personnel Committee  
34 meetings. And over the next couple of months we hope  
35 to have this settled. And we want to hear -- I'm  
36 Chairman of the Personnel Committee. I want to hear  
37 from employees, too. I want to know what your opinion  
38 is.

39 So with that, Mr. Chair.

40 TOMMY DUNN: Chairman, I believe ---

41 TOM ALLEN: Did I miss something?

42 What, your pay raise?

43 TOMMY DUNN: Mr. Chairman, I believe the  
44 Personnel Committee made a recommendation to full  
45 Council to implement the pay adjustments effective  
46 July 1st and do it half this year and half next year.  
47 So we need to make that recommendation.

48 TOM ALLEN: Oh, yeah.

49 TOMMY DUNN: So that's coming from the  
50 Personnel Committee doesn't need a second. Now, open

1 the floor for discussion.

2 GRACIE FLOYD: Mr. Chair.

3 TOMMY DUNN: Ms. Floyd.

4 GRACIE FLOYD: Okay. I was there when

5 that -- I was at the meeting when that suggestion was

6 made. It was made quickly. It wasn't discussed. And

7 then it was voted on by the committee to bring it to

8 the Council. I have a different opinion on that. Our

9 folks have been down so long, without an adequate

10 raise, and this year we're going to do it. But to

11 give them half of it this year and half of it next

12 year, would be a situation that's not good.

13 Next year, you don't know what's going to go up

14 higher. This year they could use that money to get

15 ahead a little bit. Pay off some bills a little bit

16 and have a substantial income. Half this year won't

17 do it. That's just like giving them what they already

18 -- what you've already given them in the past. Wait

19 until next year would call maybe for another impact on

20 that same income. Maybe the insurance will go up

21 again next year. Or maybe gas will go up again next

22 year. And you are depleting the impact of that

23 insurance. I am recommending that we give the

24 employees the pay raise that we said that they deserve

25 all at one time. With a total of seventeen -- with a

26 total of the growth that we expect for this year, I

27 think that is going to be in the millions of dollars

28 that we expect to bring in this year. I think that we

29 could well afford it. Why would we want to give them

30 half of it now and half of it next year when it won't

31 make the same impact. Thank you.

32 TOMMY DUNN: You put that in the form of

33 a motion by amendment, Ms. Floyd?

34 GRACIE FLOYD: Well, I can. I'll put that

35 in the form of a motion that we give the employees the

36 full raise this year.

37 TOMMY DUNN: We have a second?

38 CRAIG WOOTEN: I second that.

39 TOMMY DUNN: Second Mr. Wooten. Now any

40 discussion?

41 TOM ALLEN: Mr. Chair.

42 TOMMY DUNN: Mr. Allen.

43 TOM ALLEN: I was going to -- Mr.

44 Harmon, is this -- or Rita -- are we as far as the

45 monetary aspect of this goes, are we good with half

46 this year and half next year? Because I know there

47 was a question about trying to find the money to do it

48 all at once.

49 RITA DAVIS: It would take about

50 approximately two more mil increase to implement all

1     them at once. ??

2             TOM ALLEN:             Okay. So it would take

3     another two mil increase if we were to try and do it

4     all at once. Okay. Thank you.

5             TOMMY DUNN:           Mr. Wooten, did you have --

6     or Ms. Wilson, I'm sorry. Ms. Wilson.

7             CINDY WILSON:        Just a quick point that I

8     need a little clarification on. We also had some

9     employees that had been paid for a number years far

10    higher than ---

11            TOMMY DUNN:           That's not in this.

12            CINDY WILSON:        That's not in this. Okay.

13    Thank you.

14            GRACIE FLOYD:        I have a question.

15            TOMMY DUNN:           Wait a minute, Ms. Floyd.

16    Anybody else got anything this go around here? Mr.

17    Wooten.

18            CRAIG WOOTEN:        I guess my question is, and

19    this is where I do agree with Ms. Floyd. You know, we

20    did a market study to say, you know, what in the

21    market is the value of these people's jobs. And I see

22    where it would be frustrating to say, you know, your

23    market value is this, and we're going to pay it for

24    you twenty-four months from now, or twelve months from

25    now. If that's what they're worth and that's the job

26    they're doing, you know, if we do need to spread it

27    over two years, I think, you know, it would behoove us

28    to look at, you know, will we go back and pay them for

29    what they're worth? I understand the budget

30    constraints on it, but I also understand, you know,

31    there's a real life aspect to somebody who's working

32    and if they felt like they haven't been paid market

33    pay or had cost of living adjustments in ten years,

34    that can be awfully frustrating.

35            TOMMY DUNN:           Thank you, Mr. Wooten. We

36    have had some adjustments over the last few years. In

37    fact, last year. But when we started down this road

38    with this process and hired this company, we said that

39    even the company come in, we couldn't afford all this

40    in one year. We just simply can't. Doing the best we

41    can trying to get caught up. And we said do it in a

42    two year -- looking at all, with the study group and

43    Ms. Davis and her staff, two years would get us not

44    behind no more than we be able to do it in two years.

45            Ms. Floyd, you got a question?

46            GRACIE FLOYD:        Yes, I do. Thank you.

47            Ms. Davis, would you please come back to the

48    microphone? I have a question, please. Okay. Ms.

49    Davis, we talked a lot today and one of the things I

50    asked you, well, what was the general fund balance for

1 last year. You told me it was sixty-six million  
2 dollars. My question -- second question was, well,  
3 what do you project the general fund to be this year?  
4 You told me seventy-one million dollars. I asked you  
5 where does the money go, the seventy-one million?  
6 Would you please tell them what you told me where the  
7 money goes?

8 RITA DAVIS: I think you're talking  
9 about the total general fund budget?

10 GRACIE FLOYD: Yeah, the seventy-one  
11 million dollars that you projected that we --  
12 projected that we could end up with.

13 RITA DAVIS: Yes, ma'am. I think we're  
14 talking about the general fund. If the changes are  
15 implemented, we'd have a seventy-nine point three  
16 million dollar general fund and we talked about using  
17 over eight million dollars of the fund balance.

18 However we said that we would have about two point  
19 seven months of general fund balance left at six ???  
20 nineteen if we used every bit of that fund balance,  
21 which we never have historically. We budget it, but  
22 due to constraint and revenue coming in better than  
23 anticipated. So I think that's what we talked about.

24 GRACIE FLOYD: You told me that the money  
25 goes to different -- you told me it goes to salaries,  
26 you told me that it goes to insurance, and you told me  
27 -- I wish I had written all that down. But I remember  
28 salaries and insurance.

29 RITA DAVIS: This is insurance and  
30 retirement ??.

31 GRACIE FLOYD: Retirement, that's what you  
32 told me it goes to. But with all of that, seventy-  
33 nine -- I said seventy-one -- but seventy-nine million  
34 dollars, that's still would not give us enough to  
35 provide the employees, you know, on what they need.  
36 You know, every time somebody comes up and they give  
37 us a scratch of paper, we say, oh, you did a good job;  
38 I pat you on the back and we're so appreciative of all  
39 the hard work that you do.

40 TOMMY DUNN: We got time? Over time?

41 GRACIE FLOYD: I'll ask for another five  
42 minutes, please.

43 TOMMY DUNN: Ms. Floyd makes a motion to  
44 extent the time for five more minutes. Have a second?

45 KEN WATERS: Second.

46 TOMMY DUNN: Second Mr. Waters. All in  
47 favor show of hands. All opposed. Show the motion  
48 carries Mr. Waters, Mr. Allen, Ms. Floyd, Mr. Graham  
49 and Mr. Wooten and Ms. Wilson in favor. Mr. Dunn  
50 opposes. Go ahead, Ms. Floyd.

1 GRACIE FLOYD: Thank you. But when the  
2 time comes to show them the money, we can't do that.  
3 I just don't understand that. And the only thing I'm  
4 saying is that let's not do this to them. Let's give  
5 them what we -- what they need in order for some of  
6 them to get off of the poverty role, or the poverty  
7 list and let's give those who deserve a good raise a  
8 good raise. Let's not play this game with our people  
9 that work so hard and that we appreciate so much.  
10 Thank you.

11 RAY GRAHAM: Mr. Chairman.  
12 TOMMY DUNN: Mr. Graham.  
13 RAY GRAHAM: Ms. Rita, I apologize.  
14 Correct me if I'm wrong. In the event we do the full  
15 salary adjustment this year, the only way we can do  
16 that is by millage increase, regardless of the money  
17 that Ms. Floyd is stating that we have.

18 RITA DAVIS: Yes, sir.  
19 RAY GRAHAM: I mean, that money is  
20 spent.

21 RITA DAVIS: That is what I would  
22 recommend to Council.

23 RAY GRAHAM: With the understanding that  
24 if we go into more, we're going to basically be  
25 dipping into the reserve.

26 RITA DAVIS: Correct.  
27 RAY GRAHAM: And just like at home,  
28 you're basically dipping into what you've got sitting  
29 there just in case of emergency.

30 RITA DAVIS: Savings account. That's  
31 correct.

32 RAY GRAHAM: Exactly. So, in your  
33 recommendation, as finance manager, your  
34 recommendation would be for us not to do that unless  
35 we're willing to do a millage increase, am I correct?

36 RITA DAVIS: That's correct, sir.  
37 RAY GRAHAM: Thank you for your expert  
38 opinion on that.

39 GRACIE FLOYD: Mr. Chairman.  
40 TOMMY DUNN: Yes, ma'am.  
41 GRACIE FLOYD: You know, folks, we could  
42 have had a budge workshop as I requested. This could  
43 have been discussed and worked out in a budget  
44 workshop. That's why you have these things. There  
45 are -- if the county needed a big old backhoe, they  
46 would get together, come up with the money to buy it.  
47 I've seen it done. But now, all of a sudden, this is  
48 going to run us into another -- of course it is,  
49 because look at everything else you've got in the  
50 agenda -- I mean in the budget. And some things I



1 just found out about yesterday. My fault? Everybody  
2 else's fault.

3 But the thing is this, there is a way this could  
4 have been worked out if we had done what some like to  
5 call our due diligence and had the workshop, talked  
6 about the budget, get people in on the budget, talk to  
7 these department heads about the budget. I'll bet you  
8 money, they would have been willing to cut back  
9 something for us to get the money to pay these people.

10 CINDY WILSON: May I?

11 TOMMY DUNN: Yes, ma'am.

12 CINDY WILSON: It needs to be recognized  
13 that with our standing committees that were never  
14 appointed prior to 2009, and the ad hoc committees  
15 cover a world of subject matter. Our county budget is  
16 comprised of so many different components, everything  
17 from personnel to enterprise funds, infrastructure.  
18 It runs the gamut.

19 We had a budget workshop after we had a chance for  
20 each committee to do their homework. And there was a  
21 lot of study that went on. So I will not complain  
22 about this other than there's some things I might not  
23 vote for here. But there's been a lot of homework.

24 And especially Mr. Allen and Mr. Graham should be  
25 commended for their hard work on the policy and salary  
26 work and the public safety. There's been so much  
27 that's been going on. There's been a lot of study on  
28 the capital projects that need to be done in the  
29 county. We're very blessed to be able to put up a new  
30 terminal and our -- widen our runway. A lot of folks  
31 don't realize our airport, for example, is one of the  
32 busiest upstate airports. And we've had the benefit  
33 of about six and a half, almost seven million in  
34 grants and we took out about three million in fund  
35 balance to make those accomplishments.

36 So it's not like you can go in and sit down for  
37 two or three hours and hammer all of this out at one  
38 time. I do appreciate taking it section by section so  
39 we can fully develop an understanding and get a lot of  
40 questions answered. Thank you.

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

42 TOMMY DUNN: Mr. Graham.

43 RAY GRAHAM: I know we need to move on.  
44 Back to a couple of the comments. We have had  
45 multiple committee meetings that is made public. It  
46 is, I mean, naturally when you're discussing capital  
47 improvements for the incoming year, actually that's  
48 considered budget items.

49 As far as the personnel goes, number one, I am in  
50 a hundred percent support of our personnel in Anderson

1 County. That is what makes the clock tick. That's  
2 what makes the world go around. That's what makes  
3 Anderson County what it is. It's basically the staff  
4 that we have working diligently on a daily basis.

5 However, numerous times, and Ms. Rita, she was  
6 involved in the personnel meeting, along with some of  
7 the other Council members, numerous times we advised  
8 department heads, look at your budget, come back with  
9 some suggestion on what you can do. I am not a Roads  
10 and Bridges expert. I did not state that when I was  
11 running for Council. I'm not a finance expert. I'm  
12 literally here to hold these people accountable and  
13 ensure that we get the biggest bang for the buck. We  
14 literally have to take the information that is shared  
15 with us. We advise the department heads, cut your  
16 positions, cut what your wants are and let's go with  
17 what our needs are. I know I've worked first hand  
18 with Sheriff McBride. Him and Mark have done numerous  
19 cuts to get that in line where we can basically afford  
20 to move on with this budget without impacting these  
21 same people that works for Anderson County that we're  
22 trying to give a raise for that we're going to impact  
23 them with a tax increase if we're not careful.

24 In a nutshell, we have come down to the wire on  
25 this. We have met numerous meetings time in and time  
26 out and we're basically where we are today. I would  
27 love to say let's give every one of our employees the  
28 raise at once. We cannot afford to do that unless  
29 we're going to do a mil increase. So the question is,  
30 do we want to do a millage increase or do we want to  
31 do it half this year and half next year.

32 Yesterday, budget workshop that we were not going  
33 to have, but yet we had a budget workshop yesterday.  
34 I apologize. When I got home I scratched my head and  
35 wondered if we got anything accomplished because I  
36 don't think we did. However, we did do a budget  
37 workshop yesterday. Last night I'm sure -- I know  
38 several other Council members were up till 12:30, 1  
39 o'clock looking at budgets, trying to take some last  
40 minute cuts. Yesterday we was at two mils. I think  
41 that we're less than that today, due to some cuts  
42 that's going to be proposed here shortly. We've done  
43 the best we can do.

44 But the question on the personnel is do we want to  
45 do a millage increase to pass that salary adjustment  
46 all in one year. It's not whether or not our  
47 employees is worth it. It's whether or not the county  
48 can afford it.

49 TOMMY DUNN: Mr. Harmon, what's the  
50 time?



1                   LEON HARMON:           You're over the five  
2 minutes.  
3                   TOMMY DUNN:           Okay. We'll be voting on  
4 ---  
5                   GRACIE FLOYD:       May I ask for another  
6 extension, please. Whether or not I get it. But may  
7 I ask for another extension because this is important.  
8                   TOMMY DUNN:           You can. You can. Ask for  
9 it.  
10                  GRACIE FLOYD:       Okay. I know what that  
11 means, but ---  
12                  TOMMY DUNN:           Yep.  
13                  GRACIE FLOYD:       --- anyway, I will ask for  
14 another extension so we can continue to discuss this  
15 ---  
16                  TOMMY DUNN:           And put time on it.  
17                  GRACIE FLOYD:       I would like to put ten  
18 minutes on it, please.  
19                  TOMMY DUNN:           Got a motion from Ms. Floyd  
20 to extend this ten minutes. We have a second?  
21                  GRACIE FLOYD:       That's what I thought.  
22                  TOMMY DUNN:           Have a second? Die for  
23 lack of motion. Now we'll vote on Ms. Floyd's motion.  
24 All in favor of Ms. Floyd's motion, show of hands.  
25                  GRACIE FLOYD:       I knew that, y'all.  
26                  TOMMY DUNN:           All opposed. Show that Ms.  
27 Floyd's motion fails in favor Ms. Floyd. Opposed Mr.  
28 Waters, Mr. Allen, Mr. Dunn, Mr. Graham, Mr. Wooten  
29 and Ms. Wilson.  
30                  Now moving on back to the original motion. All in  
31 favor of the original motion from the Personnel  
32 Committee full Council show hands.  
33                  CRAIG WOOTEN:       Do you need to repeat it?  
34                  TOMMY DUNN:           Motion is to implement, as  
35 we talked about, staff's recommendation the salary  
36 market adjustment effective July 1st, half this year  
37 and some it will be a little bit more than half. But  
38 the whole big picture of things, half of it this year  
39 and half of it next year. All in favor of the motion  
40 show hands. All opposed. Show the motion carries  
41 with Mr. Waters, Mr. Allen, Mr. Dunn, Mr. Graham, Mr.  
42 Wooten, Ms. Wilson in favor and Ms. Floyd opposes.  
43                  Moving on now to Item number 7, Report from the  
44 Capital Projects Committee. Chairman Graham.  
45                  RAY GRAHAM:           Thank you, Mr. Chairman.  
46 As far as on capital projects requests, basically what  
47 we came down to, as far as the committee's  
48 recommendation to full Council is -- as far as on the  
49 roofs, we're looking at doing the Clyde Stone  
50 building, the Meals on Wheels building, which is the

1 old McCants, that section of the roof over it.  
2 There's actually about thirty-five to forty thousand  
3 dollars that's going to be left after these two roofs  
4 are completed and our hopes is to be able to utilize  
5 that money toward the Economic Development Building  
6 roof. That comes with a full recommendation from that  
7 committee that we approve that.

8 As far as on the recommendations from -- Ms. Rita,  
9 do you want to cover the rest of the capital projects  
10 or do you want -- I know we made some changes today,  
11 but I think all that is still ---

12 RITA DAVIS: What we talked about today  
13 was -- we're going to issue a five point three million  
14 dollar lease. That, of course, will come back before  
15 the Council for your approval. And then we are  
16 wanting a one mil increase. And in order to get that  
17 other mil that we'll need to have a steady uniform  
18 replacement plan for Joseph Stone, our fleet manager,  
19 we have cut some items in the general fund that we  
20 will share with the Council. And then we have about  
21 eight hundred and fifteen thousand of what we call  
22 capital cash, our other equipment. Included in that  
23 are seven new vehicles for the Sheriff's seven new  
24 officers. We have one for Parks and Rec, we have one  
25 for the new building and grounds. When I say  
26 replacement plan for Mr. Stone, that's truly  
27 replacement, vehicles and equipment. That five point  
28 three will last him over two years. And by the time  
29 we get to our third year, the property tax revenue  
30 will match that and so you'll have two million two  
31 hundred and fifty thousand for six years that he can  
32 use for replacement only.

33 And let's see, what else do we have in that? We  
34 provided for the debt service. We have one point six  
35 million for the financial management software in  
36 there. Of course, carry over from ??? new courthouse  
37 roof we have to do. We have our three point five  
38 million for the terminal. Two hundred and fifty  
39 thousand like you said for building and grounds roof  
40 and that ????.

41 TOMMY DUNN: Ms. Davis, in a nutshell,  
42 this will be coming out of -- the recommendation  
43 coming from the committee would be sliding two mil  
44 wherever they come from over to Mr. Stone for him to  
45 start a replacement fund.

46 RITA DAVIS: That's right. One mil from  
47 general fund, one mil from ---

48 TOMMY DUNN: That's right. But it's two  
49 mils. That'll be voted on later where it's coming  
50 from.

1                   RITA DAVIS:           That's right. Any other  
2       questions?  
3                   RAY GRAHAM:           Mr. Chairman, with that  
4       being said, as far as in the meeting, there's been  
5       some changes, so with that recommendation, I think  
6       we'd need to do a motion and a second.  
7                   TOMMY DUNN:           I think, if I'm not  
8       mistaken, our recommendation was -- that committee was  
9       the two mils slide over to ---  
10                  RAY GRAHAM:           To commit that.  
11                  TOMMY DUNN:           --- and then we will,  
12       during the budget process, where that's coming from.  
13       We're just committing two mils for our capital  
14       projects. That was the recommendation. Not so much  
15       less item by item where that would be spent on. That  
16       would have to come back before full Council as it's  
17       been done anyway.  
18                  CINDY WILSON:        The capital project and the  
19       other things that have been discussed that was going  
20       to represent a two mil increase as of our budget  
21       meeting yesterday. And what you'll propose during our  
22       budget discussion will reduce it by one mil?  
23                  TOMMY DUNN:           I think the staff -- in  
24       talking to staff today, Ms. Wilson, that's exactly  
25       right.  
26                  CINDY WILSON:        Okay.  
27                  TOMMY DUNN:           Regardless of whatever,  
28       this is the recommendation to get that capital  
29       projects thing going sliding two mils. He has no  
30       millage now, it's to put two mils over there for him  
31       to get it.  
32                  CINDY WILSON:        All right. So do we vote  
33       on the capital projects list now or do we wait until  
34       the budget process at third reading to reduce some of  
35       that.  
36                  TOMMY DUNN:           Vote on it now. If you  
37       don't like it when the budget, we won't vote -- you  
38       know budget what you call it, make changes during the  
39       budget process.  
40                  CINDY WILSON:        Okay.  
41                  GRACIE FLOYD:        Mr. Chair, have you put  
42       this on the floor for discussion, yet? I don't think  
43       that you have put it ---  
44                  TOMMY DUNN:           No, I haven't.  
45                  GRACIE FLOYD:        I didn't think you had.  
46                  TOMMY DUNN:           Trying to get some  
47       clarification here for them. They have a right --  
48       that's why I'm giving a little latitude to get some  
49       clarification. Mr. Graham still has the floor.  
50                  RAY GRAHAM:           Mr. Chairman, with that

1 being said, the committee did recommend that we did  
2 follow through with the capital and ensuring that  
3 Stone and them would have the funding for the plan  
4 that he had in place for the vehicles. And the  
5 committee did vote on that for a hundred percent  
6 support to bring forth or forward to full Council with  
7 their recommendation.

8 TOMMY DUNN: Thank you. Now discussion.  
9 Ms. Floyd.

10 GRACIE FLOYD: Yeah. Thank you, Mr.  
11 Chairman. Folks, I owe you an apology. I owe my  
12 constituency an apology. Because I did not know about  
13 this two mil increase until yesterday. You didn't  
14 know about it until today. So from my point of it, I  
15 owe you an apology.

16 And let me tell you why. I have been so busy with  
17 the budget trying to fight for information, I don't  
18 hear everything everybody else hears. I have been  
19 busy with the budget trying to get some money in there  
20 for the Y who will work with any and every child in  
21 Anderson County. I have been so busy trying to get  
22 some money in the rec fund -- in our rec account  
23 because we don't have enough money anymore to go  
24 around. The population is now a hundred and ninety-  
25 eight thousand people and you can double that with  
26 children. We have more organizations now working with  
27 children. We need a bigger recreation fund. I have  
28 been so busy working trying to get the employees what  
29 they needed. I had a meeting with Ms. -- I sat at a  
30 meeting with our financial advisor, our financial  
31 person. We went over this list. She said, oh, yeah,  
32 these are all our capital projects here. Not one time  
33 was it said we're getting the increase -- we're asking  
34 for an increase in millage. It was never said.

35 I call our Administrator every chance I get and I  
36 always say, is there anything I need to be aware of  
37 that's happening in the county? No, everything's  
38 quiet. Nothing has been said to me about a tax mil  
39 increase. I asked our county person, our Council, to  
40 please let's have a budget workshop. And if we had a  
41 budget workshop yesterday, then it was illegal because  
42 once you vote not to do something, you can't go back -  
43 - Chairman can't go back and say, oh yeah, we're going  
44 to do it. So that was -- if that was a budget  
45 workshop yesterday then it was an illegal meeting.

46 But never did anybody in this whole place, I'm  
47 just as guilty, saw anything in there about the  
48 millage being increased.

49 Now I would have tried to support that because I  
50 know how important it is. I know what Stone has to do

1 as far as keeping us on the road, all the vehicles on  
2 the road. I know that over six years this could be  
3 something that could really have helped us. But darn  
4 it, I would have liked to have had the opportunity to  
5 discuss other ways this may or could have been done.  
6 I would not -- I would have liked to not be shut out.  
7 This man said all you have to do is come to the  
8 meeting. Well, darn it, that means I will be going to  
9 a meeting every day of my life, two and three  
10 meetings. He only has to go -- well, he's over every  
11 thing. He would be there a lot, but not as many -- as  
12 much as I would have had to be there to attend all the  
13 meetings I need to go to. I asked for a budget  
14 workshop. They wouldn't even do that. What were they  
15 hiding? The two point mil -- two mil increase? Did  
16 you hear about it until today? No. You didn't know  
17 about it until Anderson Independent printed it this  
18 morning. I knew yesterday. Is that why we couldn't  
19 have a budget workshop? Thank you.

20 RAY GRAHAM: Mr. Chairman.

21 TOMMY DUNN: Yes, sir.

22 RAY GRAHAM: I want to clarify the  
23 committee's recommendation due to it being some  
24 misunderstanding apparently. The two mills that we are  
25 recommended is basically allotting Stone the  
26 opportunity to do -- to basically follow through with  
27 the plan, along with the other capital improvements  
28 requests. We are not recommending that we increase  
29 any millage from the committee.

30 TOMMY DUNN: That's right.

31 RAY GRAHAM: So I just wanted to clarify  
32 that.

33 TOMMY DUNN: All in favor of the motion  
34 from the committee show of hands. All opposed like  
35 sign. Show the motion carries Mr. Waters, Mr. Allen,  
36 Mr. Dunn, Mr. Graham, Mr. Wooten, Ms. Wilson in favor  
37 and Ms. Floyd opposes.

38 Moving on to Item number 8, Budget Concerns. Ms.  
39 Floyd.

40 GRACIE FLOYD: Okay. Again, I asked for a  
41 budget workshop. Not only for me, but for you, too.  
42 There are some people out there that would have  
43 appreciated knowing what's going on with the Council,  
44 what's happening.

45 It was said something about the previous Council.  
46 We had a budget workshop every year. Some of you may  
47 have remembered going to the Museum because we had  
48 them there. We had a budget workshop every year. And  
49 every year, you knew what was going to be in your --  
50 what you're going to be paying taxes on before it hits

1 the newspaper. I'm not saying that was good, I'm not  
2 saying it was bad. I'm not talking about which one  
3 had it and which one didn't. I'm talking about being  
4 fair. Being -- giving the taxpayers what they are  
5 supposed to get. They are supposed to know what is  
6 going on in the budget. It's their money. They're  
7 supposed to be at the table when we are discussing  
8 these things. They're supposed to have time to go to  
9 a public hearing. You had a public hearing -- it was  
10 the craziest thing I ever heard. We had a public  
11 hearing here when nobody knew anything at all about  
12 the budget. We didn't know anything about the budget.  
13 But we had a public hearing. What were you supposed  
14 to say? They didn't give you the opportunity to say  
15 anything. Why? Why folks? Why aren't you here at  
16 these meetings? Why don't you ask your council people  
17 what's going on? How come we don't know anything?

18 Anderson County, wake up. It's not supposed to be  
19 like this. The two part -- that two mil tax increase,  
20 I don't care what you try to shoot it up to be. I  
21 don't care what you try to fix it up to be. You're  
22 going to get a two mil tax increase to pay for what we  
23 need. Two mils.

24 Folks, you need to take your matters in your  
25 hands. These people aren't -- they don't lord over  
26 you. They're supposed to do what you ask them to do.  
27 Are they doing that? Are you satisfied? Are you  
28 satisfied? I don't see how you can be. I wouldn't  
29 be. And not because I'm sitting up here. I wouldn't  
30 be because I don't have a voice. I represent twenty-  
31 two plus thousand people, but I don't have a voice.

32 I went to the capital project meeting. The  
33 capital meeting. You should have been there. You  
34 should have been there. The question was asked, how  
35 do you think we ought to pay the salary? Half now,  
36 half later? All at once? You knew it was discussed  
37 because the hands flew up. I think that we ought to  
38 go ahead and pay it one year and then the next year.  
39 No discussion. No thinking went into it, just hands  
40 straight up. Loud and clear. Wasn't any discussion.  
41 Is this what you go to the polls and vote for? Is  
42 this what you want your County Council who represent  
43 you to do? That's not fair. Now you may have some  
44 issues with me. I've got some issues with me, too.

45 But the thing is, right is right. Wrong is wrong.  
46 We've got to get it together, folks, we've got to get  
47 it together.

48 I have something else I'm researching, but I won't  
49 go into it at this time. But as far as the other day,  
50 I was talking about in this budget whatever it was, if

1 it was a meeting, then I'm going to file a complaint  
2 because Mr. Lawyer, it was an illegal meeting. We  
3 voted against it. And once you vote against  
4 something, you can't just go ahead and say, we're  
5 going to do it anyway.

6 But anyway, I mentioned that we needed to have  
7 five thousand more for our recreational account.  
8 Somebody set here and added it all up. That'll be  
9 forty thousand dollars. Yeah, what's forty thousand  
10 compared to everything else and those two tax mills I  
11 keep hearing about. But what happened was my fault.  
12 I saw it on there. But I didn't question it. Next  
13 time I won't be so -- what's the word? I won't be so  
14 trusting. I'll question everything. Even the comma  
15 and period.

16 It was the finance department's fault for not  
17 bringing that up. It was the Council's fault. It was  
18 the Administration fault. Because when I asked him  
19 what's happening in the county? Is there anything  
20 that I need to be aware of? And he tells me no. It  
21 was the Council's fault. I asked for a workshop. No.  
22 And it's your fault because you sit there meeting  
23 after meeting and you come and you don't say nothing.

24 Thank you, Mr. Chair.

25 TOMMY DUNN: Moving on now to Item  
26 number 9, Ordinance Third Reading, 2018-012 an  
27 ordinance to amend an agreement for the development of  
28 a Joint County Industrial and Business Park (2010  
29 Park) of Anderson and Greenville Counties so as to  
30 enlarge the park.

31 Be a public hearing. Anyone wishing to speak to  
32 this matter, please step forward and state your name  
33 and district and address the Chair. Anyone at all?  
34 Seeing and hearing none, public hearing will be  
35 closed. We have a motion to move this forward on  
36 third reading?

37 CINDY WILSON: So moved.

38 KEN WATERS: So moved.

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

43 Moving on to Item number (b) 2018-016 an ordinance  
44 to adopt the operating and capital budgets of Anderson  
45 County for the fiscal year beginning July 1, 2018 and  
46 ending June 30, 2019. Before we go into public  
47 hearing I want to ask Ms. Davis if you would come, Ms.  
48 Davis, and bring up recommendations.

49 RITA DAVIS: Thank you, Mr. Chairman.

50 After much discussion and budgets workshops and input

1 from Council, we're pleased to present the budget for  
2 your consideration. The general fund, as we stated,  
3 will be about seventy-nine point three million. Total  
4 budget will be south of almost two hundred and ???.  
5 Of course, keep in mind that's a lot of grant money  
6 involved. Your sewer, solid waste, all funds, as has  
7 been pointed out. And we did have, you know, those  
8 changes that we need to advise Council before you  
9 vote.

10 TOMMY DUNN: That's right. And the new  
11 recommendations of the new cuts. Staff's  
12 recommendation. New cuts. New cuts.

13 RITA DAVIS: Yes.

14 TOMMY DUNN: We got them. Staff got --  
15 I mean has Council got them?

16 RITA DAVIS: No, sir.

17 TOMMY DUNN: Give it to Council.

18 GRACIE FLOYD: Ms. Davis, does this also  
19 contain ???

20 RITA DAVIS: Yes, ma'am. It's on that  
21 one. That's why I'm handing this one out.

22 GRACIE FLOYD: Okay. Thank you.

23 TOMMY DUNN: As Council looks over this,  
24 we're going into a public hearing now for anyone  
25 wishing to speak on the budget. Please step forward  
26 and state your name and district and address the  
27 Chair. Anyone at all? Seeing and hearing none,  
28 public hearing will be closed. Do we have a motion to  
29 get this on the floor so we can discuss it?

30 KEN WATERS: So moved.

31 TOMMY DUNN: Motion Mr. Waters.

32 TOM ALLEN: Second.

33 TOMMY DUNN: Second Mr. Allen. Now,  
34 discussion.

35 Ms. Davis, will you go over first and foremost,  
36 led you to get this to the changes that you come up  
37 with today that Council is just now seeing on these  
38 cuts.

39 RITA DAVIS: Yes, sir. Be happy to.  
40 That second sheet I handed out, it has the  
41 recommendation from yesterday's budget workshop to add  
42 five thousand to each district recreation account.  
43 There's a consensus that we want to call that special  
44 projects. That's on page 2 at the top. And that  
45 would be lines 32 to 41 and the next two items. So  
46 that would add five thousand dollars. Keep in mind  
47 you typically get thirty now and then so that will be  
48 thirty-five thousand annually for each Council member.

49 There also was talk about not decreasing the Y.  
50 So on page 2 still, we have added on -- you'll see



1 line 47 out to the left, we've added five thousand  
2 back to the Y. However, we have taken it out of --  
3 twenty-five hundred out of District 1's rec and  
4 twenty-five hundred out of District 5 to basically  
5 offset that five thousand dollar additional.

6 CINDY WILSON: May I make a suggestion?  
7 TOMMY DUNN: Yes, ma'am.  
8 CINDY WILSON: On the recreation account,  
9 it might work better if any District that has less  
10 than a thousand dollars in balance carry forward, they  
11 should get the five thousand dollars. And those that  
12 have a larger amount carry forward would not need it  
13 since they've not used that money.

14 TOMMY DUNN: Perfectly in your right to  
15 make a motion to do that, Ms. Wilson.

16 CINDY WILSON: I'll make the motion.  
17 TOMMY DUNN: Would you state it again,  
18 for the -- so everybody get it.

19 CINDY WILSON: Any district that has less  
20 than a thousand dollars carry forward unspent in this  
21 budget year, they would get the five thousand dollars.  
22 But anyone who had above a thousand dollars to carry  
23 forward, they would not need it because they have  
24 unspent funds.

25 TOMMY DUNN: Ms. Wilson puts that in the  
26 form of a motion? We have a second? Have a second?  
27 Dies for lack of a second, Ms. Wilson.  
28 Now, Ms. Davis, anything?

29 RITA DAVIS: Yes, sir. That second  
30 sheet I handed out, everything else is exactly as we  
31 discussed yesterday that Council has seen. The only  
32 thing I added the five thousand to the Y, five  
33 thousand to each district rec.

34 GRACIE FLOYD: I have a question, please.  
35 TOMMY DUNN: Ms. Floyd.  
36 GRACIE FLOYD: Okay. Ms. Davis.  
37 RITA DAVIS: Yes, ma'am.  
38 GRACIE FLOYD: The two thousand dollars --  
39 the two -- how much came out of District 1's account,  
40 rec account?

41 RITA DAVIS: Twenty-five hundred.  
42 GRACIE FLOYD: And the other twenty-five  
43 hundred came from where?

44 RITA DAVIS: District 5's recreation --  
45 or special projects account.

46 GRACIE FLOYD: Okay, okay. I think, I  
47 think we need to take a look at that. Let me explain.  
48 The Y needs funds. Every year we give the Y money to  
49 help with the children. Okay. A Council member  
50 suggested that we don't give the Y anything this year.

1 The Council member suggested he will out of his rec  
2 fund give the Y money. And what he was going to give,  
3 I was told, three thousand dollars. I asked that they  
4 put the Y back in the budget, the five thousand  
5 dollars. And I said, we can still give money out of  
6 our rec account to the Y which will increase the  
7 amount they get. I give the Y ten thousand dollars  
8 every year. Okay. But what they did was they took  
9 money out of District 1's rec and District 2's rec  
10 which may it five thousand dollars, which is the same  
11 thing.

12 TOMMY DUNN: No, ma'am. Correction.  
13 Out of District 5.

14 RITA DAVIS: District 5; not 2.

15 GRACIE FLOYD: No, 2 wouldn't do that.  
16 But District 5. Which is the same thing. The money  
17 is still not coming out of the general fund. The Y  
18 could have had a total of ten thousand dollars if they  
19 would just leave it in the budget. When you take  
20 money out the district -- out of your rec account and  
21 give it to the Y, you should be doing that anyway  
22 because it is a recreational fund. (BREAK IN AUDIO).  
23 Take the Y completely out of the budget and you put  
24 the money in there for them, you're cheating. You're  
25 cheating the Y out of funds. And let me tell you  
26 something, okay, Every year I spend the rec money you  
27 give me for my district, I spend it wisely. I'm not  
28 broke by -- on the -- by December. I'm not broke. I  
29 use that money for children. For old people. For  
30 people who need recreational activities for better  
31 quality of life. That's what I use that money. I  
32 don't spend it on the fire department. I don't spend  
33 it on other little nicety things around the county  
34 that has nothing to do with recreation. I don't do  
35 that.

36 So, yes, this year, I transferred ten thousand  
37 dollars over, with everything else I did. And I did  
38 it because I've got a big thing coming up next year.  
39 If you had voted to give those who spend their money  
40 on everything else because they don't have but a  
41 thousand and cut anybody else out, you see what you  
42 would have gotten. Was that fair? Thank you.

43 RAY GRAHAM: Mr. Chairman.

44 TOMMY DUNN: Mr. Graham, I just want to  
45 clear up one point real quick. The Y's getting the  
46 same amount of money it always gets. It's coming out  
47 of general fund. Me and Mr. Wooten just decided to  
48 reduce ours to fund that. That's all out of that  
49 right there. But the Y's getting their money.

50 RITA DAVIS: That's correct.

1 TOMMY DUNN: Yes, ma'am. Mr. Graham.

2 CINDY WILSON: Quick point.

3 TOMMY DUNN: Mr. Graham, he was next and  
4 then we'll go to you, Ms. Wilson.

5 RAY GRAHAM: Thank you, Mr. Chairman.

6 You know, number one, we're sitting here trying to  
7 figure out how we're going to pay for everything we've  
8 got associated with this budget and keep the millage  
9 as low as possible as far as what we're going to have  
10 to go up on. Number one, the Y is a great program.  
11 However, Starr Iva both has rec departments. The city  
12 of Belton has a rec department. And that's where my  
13 money from the rec account goes to the students -- the  
14 kids in that area. To the senior groups in that area.  
15 To the different activities.

16 Another thing, speaking of the fire department,  
17 the fire department in Homeland Park, which is in Ms.  
18 Floyd's district, it's in Mr. Dunn's district, and  
19 also it's in my district. They put on an event July  
20 the 4th -- it's not for the firemen. It's for the  
21 community. The rec account is set up to basically  
22 benefit the community.

23 Now whether or not it's recreation by we bring in  
24 families out to celebrate the 4th, enjoy a good time,  
25 watch some fireworks, have balloon bounce activities  
26 for the kids in the community. Last time I checked,  
27 that's still a rec program. Now whether or not a  
28 Council member decides to give that money toward that,  
29 that's their prerogative. But I mean, in the same  
30 respect, the account goes back. And from day one  
31 since I got on Council, I've questioned why do we call  
32 it a rec account anyway? Because technically it's a  
33 slush fund. It's a fund -- I've got the floor --  
34 technically it is a fund for the Council members to be  
35 able to share some money throughout their district.  
36 The key there, is that money is coming from the  
37 citizens in that district through a tax base. Okay.  
38 So we're basically nothing more than having hands pass  
39 through. Some districts have more activities as far  
40 as rec programs. Just right off the top I give five  
41 thousand dollars to each one of my rec programs before  
42 I do anything. Again, that's my choice on how I do  
43 that.

44 People criticizes every meeting seems like on how  
45 we spend this money. When in the same respect, road  
46 paving is not meant to give to the Free Clinic either.  
47 And there was money taken from a basketball court in  
48 Homeland Park and re-aligned and given to the Free  
49 Clinic. I love the Free Clinic. I think it's a great  
50 program. It's very easy for us to sit up here and

1 designate money to these volunteer organizations,  
2 these non-profit organizations, when guess what. The  
3 money is not ours. We're doing tax paying dollars.

4 If your heart is so much into helping these  
5 volunteer organizations, which it should be, then  
6 share that money with your own checkbook, not with  
7 someone else's dollars. I question sometime whether  
8 or not we should even have this rec account. We need  
9 to have a rec program for Anderson County for these  
10 kids to give them something to do in the summer time  
11 when they get out of school when they get out -- the  
12 smaller kids before they get into the programs at  
13 these school districts, as far as the middle school,  
14 the high school. We need to have rec programs for  
15 them. It needs to be across the board for Anderson  
16 County, not for certain areas. The Y is a great  
17 program. The Free Clinic is a great program. Let  
18 none of this conversation put down any of the programs  
19 we support.

20 But at the end of the day we're responsible for  
21 what we're doing with our tax dollars. We're still  
22 questioning on whether or not we're going to go up a  
23 millage or two millage or whatever. We just voted not  
24 to do but half of the pay salary. And the reason why  
25 is because we didn't want to go up on millage. So I  
26 scratch my head and say, well, should we go up on a  
27 millage to cover some of this other stuff? When yet,  
28 we're setting here trying to determine whether or not  
29 we're going to go up five thousand dollars apiece for  
30 the rec accounts that I disagree completely with.  
31 Could we use it? Absolutely. I ran out of my money  
32 this past year because I gave it back to my  
33 communities. But giving us five thousand more dollars  
34 when we're putting it back on the taxpayers that we're  
35 literally talking about having to go up a millage on.  
36 Is that being conservative? Is that being efficient  
37 with our money? Absolutely not.

38 Thank you, Mr. Chairman.

39 TOMMY DUNN: Ms. Wilson.

40 CINDY WILSON: Very quickly. While the Y  
41 and all these other programs are awesome and they do a  
42 lot of good, it must be pointed out as commendable  
43 that several districts are using their rec funds to  
44 help the indigent children have an opportunity at the  
45 Y. But a lot of people pay -- I know I had to pay for  
46 my child ninety dollars a month. So it's not free.

47 And I hope we'll get back on course here now. I  
48 don't think it's appropriate to have another five  
49 thousand dollar in funds, though my district could  
50 certainly use it. I think our primary mission --

1 isn't it roads, infrastructure, public safety? I  
2 think we're getting off course here. Thank you.

3 TOMMY DUNN: I make the motion that we  
4 adopt this sheet that Ms. Davis give us, including --  
5 this is the one with all the changes we went over  
6 yesterday, excluding the five thousand dollars  
7 increase on the rec thing. That'll be voted on  
8 separately.

9 RITA DAVIS: Okay.

10 TOMMY DUNN: Ms. Wilson seconds. Any  
11 discussion on my amendment? All in favor of motion  
12 show hands. All opposed. Show the motion carries  
13 with Mr. Waters, Mr. Allen, Mr. Dunn, Mr. Graham ---

14 RAY GRAHAM: No.

15 TOMMY DUNN: You voted against? Mr.  
16 Wooten in favor. Ms. Wilson in favor. Mr. Graham  
17 oppose, Ms. Floyd oppose.

18 Now, make a motion to increase the recreation  
19 account or the special purpose district five thousand  
20 dollars. Put that in the form of a motion. I pulled  
21 that out so it's on the table, so we need to vote on  
22 it and dispose of it. I make the motion one way or  
23 the other we need to get this settled. Add the five  
24 thousand dollars to the -- increasing the rec account.  
25 Put that in the form of a motion.

26 GRACIE FLOYD: May I ask a question?

27 TOMMY DUNN: Get a second first, then  
28 we'll go to questions. Get a second? Second Mr.  
29 Allen. Now Ms. Floyd.

30 GRACIE FLOYD: Okay. Mr. Harmon, tell me  
31 about the rec fund account. What does our code of  
32 ordinances say about the rec account?

33 LEON HARMON: Well, our code says, it  
34 calls it a procedure for recreation fund  
35 appropriations. That's in section 2-6.

36 GRACIE FLOYD: I don't understand. I  
37 can't hear you well, I really don't -- I really can't.

38 LEON HARMON: Our code section on  
39 recreation, on the recreation fund is code section 2-  
40 6. It's entitled Procedure for Recreation Fund  
41 Appropriations. We do not have a definition in that  
42 section of what constitutes recreation. But we do  
43 have a procedure that's set out in some detail about  
44 how the funds are allocated, that they go to a non-  
45 profit status entity that makes the request. Then we  
46 have a procedure whereby the Clerk to Council gets  
47 receipts for those funds to ensure that they are spent  
48 in the way that the Council appropriates the funds.  
49 That's a brief outline of that section of the code.

50 GRACIE FLOYD: Okay. But does the code

1 say anything about -- I think that you mentioned this  
2 one time. Does the code say anything about the  
3 recreation fund should be spent on recreation  
4 purposes?

5 LEON HARMON: No. It just talks about  
6 any entity requesting an appropriation of recreation  
7 funds from any County Council district shall make a  
8 written application. That -- and then it goes on the  
9 way I outlined.

10 GRACIE FLOYD: Okay. All right. But I  
11 guess the code assumes that we should know what  
12 recreation is. We know riding a horse is recreation  
13 -- is recreation account. But buying a fire truck is  
14 not a recreation account. We should know that some  
15 other things I just don't want to call any names right  
16 now. But we should know that other things that we  
17 give money to are not recreation account. It could  
18 have been recreation at the beginning but when it  
19 ended up it wasn't recreation. We should know that.

20 I think that you said one time that you had a  
21 problem with that and that you were going to find some  
22 directions on the recreation account. Now you can  
23 call it a slush fund, some of it is being used as a  
24 slush fund, but District 2 doesn't use it as a slush  
25 fund. It's money that I need for my kids in District  
26 2. My kids, the green ones, the yellow ones, the  
27 white ones, black ones and the blue ones. Money that  
28 I need for my kids in my district to provide them  
29 recreational opportunities that they would not  
30 ordinarily get. You call yours a slush fund. I call  
31 mine recreational fund. And I'm prepared to vote on  
32 it.

33 TOMMY DUNN: Any more discussion?  
34 Motion is vote on increasing recreation fund five  
35 thousand dollars or not. All in favor of increasing  
36 it five thousand dollars show hands.

37 GRACIE FLOYD: I'm not surprised.

38 TOMMY DUNN: All opposed. Show the  
39 motion is defeated and Ms. Floyd was in favor.  
40 Opposed is Mr. Waters, Mr. Allen, Mr. Dunn, Mr.  
41 Graham, Mr. Wooten, and Ms. Wilson.

42 I make the motion to amend the budget with this  
43 second sheet that Ms. Davis has passed out to us on  
44 cuts. And in voting for this and voting for the  
45 budget, what this entails, only thing will be a one  
46 mil tax increase. No ifs, ands or buts about it.

47 GRACIE FLOYD: What did you say about the  
48 one mil tax increase? I'm sorry.

49 TOMMY DUNN: If you vote on the budget,  
50 with these changes, it will be a one mil -- it will

1 equate to a one mil tax increase, Ms. Floyd.  
2 GRACIE FLOYD: Okay. So that means taxes  
3 will go up.  
4 TOMMY DUNN: That's right, one mil.  
5 Understand?  
6 GRACIE FLOYD: Thank you.  
7 TOMMY DUNN: You're more than welcome.  
8 Ms. Wilson. I thought you asked for the floor. I'm  
9 sorry.  
10 CINDY WILSON: I just wanted to make a few  
11 comments.  
12 TOMMY DUNN: Go ahead.  
13 CINDY WILSON: This has been a tough  
14 budget because we've had the health insurance and the  
15 salary adjustments and all to make. And it's very  
16 important, we've been able to take -- the federal  
17 grant at the airport was curtailed to a hundred feet  
18 wide so we had to dip into our fund balance to go a  
19 hundred and fifty feet wide to keep the airport going.  
20 And we were blessed with funding for a new airport  
21 terminal, so we did dip into fund balance to make  
22 those accomplishments.  
23 This budget has the five hundred thousand plus  
24 financial accounting software that we've desperately  
25 needed for a number of years. The vehicle replacement  
26 program through a five point three million capital  
27 lease deal will be helpful. I choked when I read it,  
28 but I think it will finally make more uniform the  
29 annual replacement needs instead of having to cough up  
30 hundreds of thousands unexpectedly. We've been kind  
31 of kiting checks on that one. The pay raises for many  
32 underpaid employees will finally be accomplished.  
33 It's staggered over two fiscal years, which if you  
34 think about it in calendar years, it's less than that.  
35 There's been increases in retirement costs. We've had  
36 an incredible increase in health insurance costs. Mr.  
37 Allen and others have been touring other counties  
38 trying to come up with ways to make our health  
39 insurance work better for our employees and hopefully  
40 not cost quite as much. We, in our county, actually  
41 give the best benefit package of anyone around. I  
42 think Arthrex, a private industry coming in, will be  
43 the only one that supersedes us in that department.  
44 Our increase in debt service, the seventeen  
45 million dollar special source revenue bond goes to  
46 sewer upgrades, building out lines that need to be put  
47 into place very badly and replacing lines. We finally  
48 have some paving money. We had zero in our current  
49 budget year for paving. Zero. I don't think you have  
50 to look very far to see streets and roads that

1 desperately need attention. Mr. Burns indicated to us  
2 that the transportation committee is going to add this  
3 year one point nine million towards road needs and we  
4 have a million and a half in our budget for roads. So  
5 that will give us three point four million for roads  
6 which we haven't had in about I guess two or three  
7 years now. It's a drop in the bucket. We still have  
8 a long ways to go.

9 We're doing this mostly through a five million  
10 dollar roughly increase in the value of the mil in our  
11 county and using about eight point three million  
12 dollars of fund balance. I still think we could have  
13 squeezed some dimes and dollars a little bit tighter  
14 so that we wouldn't have to do a one mil increase, but  
15 at least we're down to something that's workable. And  
16 yes, we have had to absorb a lot of needs that were  
17 not done for decades because of priorities not being  
18 what they are now. Thank you.

19 TOMMY DUNN: Thank you. Anyone else?

20 CRAIG WOOTEN: I guess from the standpoint

21 ---

22 TOMMY DUNN: Mr. Wooten.

23 CRAIG WOOTEN: I just want to make one  
24 clarification. I initially said that I would take  
25 care of out of my rec account more for the YMCA in an  
26 effort to cut thirty-four hundred dollars out of the  
27 general fund. I regret that that caused so much  
28 consternation, because it was just an attempt to help  
29 because I'm a big fan of the Y. I wanted to do more.  
30 So however that shakes out is okay with me.

31 From my standpoint in looking at the budget, one  
32 of the things that concerns me, and I don't want to  
33 oversimplify the budget because it's a large one and  
34 there's a lot going on with it. But you know, I was  
35 at QT on the way over here and there's two officers in  
36 there and they were talking about the training that  
37 they were starting this summer for school safety. And  
38 for someone with young kids and this environment that  
39 we find ourselves in in the country, I don't believe  
40 it's the school district's sole responsibility for  
41 school safety. I think it's county, I think it's  
42 city, I think it's all hands on deck. We've got to do  
43 whatever we can to help with school safety. And  
44 that's one thing I am encouraged that this budget  
45 includes. It's going to be helping the Sheriff's  
46 department who has come to us and said we've got to  
47 plan for this. And I want to make sure that's in  
48 there. That's very important to me.

49 I agreed with Ms. Floyd that if I was a worker, I  
50 wouldn't want my pay raise over two years, I'd want it



1 now. But the reason I went and voted with the rest of  
2 the Council is because our finance lady said we'd have  
3 to do two more mils to increase it and I don't think  
4 that's possible tonight. I don't think we have the  
5 votes to do that tonight. If they can find a way to  
6 do it without the two mil increase, I'll be number one  
7 for it because I know money means something to people  
8 and people work hard for it and they deserve to be  
9 appropriately compensated. So if two years is the  
10 best we can do, it's the best we can do and I regret  
11 that I can't do it in one year.

12 But for me, tonight, if we're making our best  
13 effort to take care of our people, and I think we are,  
14 I'll be the first one to try to find another way to  
15 take care of them faster. And this school safety  
16 thing for me is got to be a priority in the forefront,  
17 and if this millage increase helps the school safety,  
18 then I think it's something that's the right thing to  
19 do and that we're obligated to do.

20 TOMMY DUNN: Thank you, Mr. Wooten.

21 RAY GRAHAM: Mr. Chairman.

22 TOMMY DUNN: Mr. Graham.

23 RAY GRAHAM: I just wanted a couple of  
24 comments as well towards the budget. First and  
25 foremost, Ms. Rita and your staff, I greatly  
26 appreciate all the hard work and the many, many  
27 questions that you answered on my behalf and I'm sure  
28 the other Council members are as well. We definitely  
29 appreciate you guys putting this budget together,  
30 bring it before us.

31 Just a couple of things on the budget. I am not  
32 for a tax increase. That should be the last thing we  
33 do and that's part of the reason, I guess on the rec  
34 account prime example, as Council members I think it's  
35 our duty not to increase something that we do have  
36 control over when we're fixing to have to go up on a  
37 millage. So I mean, that's the very reason I  
38 supported not doing that. I think it'd be great to  
39 have five thousand more dollars in my budget as far as  
40 for my district for the rec account. It's not  
41 feasible this year. Especially when we're turning  
42 down an opportunity of giving our employees a full  
43 salary adjustment that they so much deserve and we're  
44 only doing it half this year and half next year.

45 The other thing on that, something I want the  
46 employees to realize, that adjustment has nothing to  
47 do with the cost of living raise that you would  
48 receive next year or nothing like that. That  
49 adjustment is in place and it's strictly based on the  
50 study that was presented to us from the group that we

1 hired for that. So even though you're going to get an  
2 increase this year and an increase next year, you  
3 know, next year, there might be a cost of living  
4 involved in it. That has no -- that's two separate  
5 functions on that. So I want you to understand that.  
6 That's something that's already entitled to you. We  
7 just cannot afford to do it at one time. It's just  
8 that simple. Without doing a millage increase. And  
9 while Anderson County is doing great right now with  
10 economic development, jobs, people's getting on their  
11 feet that has good paying jobs that literally  
12 lifestyle, changing their families ability to provide  
13 for themselves. So I mean we're having major impacts  
14 across Anderson County. We can't slap a continued tax  
15 burden on them.

16 The other thing, it's very important as far as the  
17 SROs for the school districts and for everyone to  
18 realize just like Councilman Wooten stated, the SROs  
19 is being paid for by the school district. However, we  
20 are still responsible for paying for their vehicles,  
21 paying for their equipment that they're having to  
22 have. So that's an added cost to the Sheriff's  
23 department. Again, I'm going to toot Sheriff McBride  
24 and Mark's horn again. I mean, you guys have done  
25 great by trying to curb y'all costs in and reel some  
26 of your expenses in. But as Council, we feel it is  
27 very important that we support this project. Can we  
28 afford to put the SRO in there at no cost to the  
29 school district? Absolutely not. But we can partner  
30 with the school districts, which is what the Sheriff's  
31 department has done, to ensure our children are safe  
32 in Anderson County. Guys, we've done had the wake up  
33 call. It's happened here in Anderson. We have no  
34 choice. And you look at the different factors that --  
35 across the board with this budget, we have no option  
36 but to go up a mil to sustain this and continue moving  
37 Anderson County forward.

38 Mr. Chairman, thank you for your time.

39 GRACIE FLOYD: Mr. Chairman.

40 TOMMY DUNN: Thank you. Ms. Floyd.

41 GRACIE FLOYD: Okay. First of all, I  
42 think that we could have made other decisions. I  
43 think that when we refused to have a budget workshop  
44 that we hurt ourselves. When we refused to get  
45 together to work things out as a team, as a committee,  
46 everybody up here except me voted against a budget  
47 workshop. I want you to take the time to ask them  
48 why. What was the harm in having a budget workshop?  
49 I honestly believe that if we had gotten a chance to  
50 get together we could work out -- we could have worked

1 out a way where we could have gotten the salaries this  
2 year. I feel honest down to my soul, to my nineteen  
3 years experience, I feel that we wouldn't have had to  
4 have this millage increase. We would have worked it  
5 out. I've seen it done, had it done, did it. So I  
6 know what I'm talking about. It didn't have to be  
7 this way. With the help of our department heads, our  
8 Administrator and the other members with some sort of  
9 -- well, I won't go there -- but I know we could have  
10 done it. I have that much faith in this system,  
11 rather than the first thing you do, you raise the  
12 taxes. You cut this out, you don't do that. It could  
13 have worked. We have always been responsible for  
14 seeing that the law enforcement have what they need.  
15 There have not been a day on Council, a year on  
16 Council, that we didn't see -- we didn't give the law  
17 enforcement officers what they need. When they needed  
18 extra help, we gave them their own millage. When they  
19 needed more money, we gave them the extra money that  
20 they needed. There have never been a time. So it's  
21 not like, oh, this is brand new, this is something  
22 that we're just starting; didn't know. We have always  
23 done that.

24 I feel that we're not working together. In fact,  
25 I don't think I have ever been a part of this Council  
26 since they came on in 2008 because they came on with a  
27 vengeance, especially against me because I was left  
28 over from the old school. But that was all right,  
29 too. I am here. I am here. I cannot be bullied, I  
30 cannot be turned around, and I won't let you block me.  
31 You can tell me I'm wrong and I will listen to you.  
32 You can't hurt me. I'm a child of God. He put me  
33 here.

34 I think that we're putting a lot of excuses on  
35 now. We could have, we wish, we did -- no, no. The  
36 five thousand dollars for the recreation fund. We  
37 haven't had an increase since 19 -- in the late  
38 1980's. We have not had an increase in the rec fund.  
39 But yet, the population goes up, the children come  
40 more, we bring in more people, we bring in more  
41 children. We don't have a recreational program. I  
42 say, take all the money and let's do a recreational  
43 program for Anderson County that's going to benefit  
44 all children. That's what I say. But they haven't  
45 done it, they won't do it.

46 I have one other thing that I want to say, but I  
47 need to ask a question first.

48 TOMMY DUNN: Go ahead.

49 GRACIE FLOYD: Are we going to go into  
50 Executive Session?

1 TOMMY DUNN: It's on the agenda, right  
2 there, Ms. Floyd. Executive Session, Item number 13.  
3 GRACIE FLOYD: Okay. In that Executive  
4 Session, are you going to talk about the pay raise?  
5 TOMMY DUNN: Yes, ma'am.  
6 GRACIE FLOYD: Are we going to vote on the  
7 budget before we go into the Executive Session?  
8 TOMMY DUNN: We're fixing to vote on the  
9 budget, Ms. Floyd.  
10 GRACIE FLOYD: I beg your pardon.  
11 TOMMY DUNN: We're fixing to vote on the  
12 budget. It's on the floor right now. That's what  
13 you're supposed to be talking about.  
14 GRACIE FLOYD: Okay. Then let me talk  
15 about this. They're going to vote on tonight. There  
16 are twenty people in Anderson County that are making  
17 more money than they are supposed to make. They are  
18 above their pay grade. They are above their pay  
19 level, what they're supposed to be making. They're  
20 not at the bottom. Wherever they're supposed to be,  
21 they are above that. Folks, tonight, they're going to  
22 get -- they have voted already in committee to bring  
23 it to you that they're going to raise those people a  
24 thousand dollars. Each one of those people that are  
25 making more money that's above their pay raise, are  
26 going to get an increase of a thousand dollars. I  
27 have begged for an increase of money for those who are  
28 working but are still on the poverty level. They said  
29 no, they're going to give them three thousand dollars  
30 but still they will still be on the poverty level.  
31 But those who are making more money than they're  
32 supposed to make are going to get another thousand  
33 dollar raise. Oh yes. Yes.  
34 I'm not a mean person. I just believe in justice  
35 -- liberty, justice and fairness for all. Thank you.  
36 CINDY WILSON: Mr. Chairman, may I make a  
37 quick comment?  
38 TOMMY DUNN: Ms. Wilson.  
39 CINDY WILSON: I'm one of the holdovers  
40 from 2008. Secondly, District 2 has almost ten  
41 thousand dollars to carry forward on recreation.  
42 GRACIE FLOYD: Sure do.  
43 CINDY WILSON: The other thing, just for  
44 clarification sake, the updated budget that we were  
45 provided yesterday indicated an increase of the two  
46 mils. So instead of eighty-three point seven mils,  
47 which is two mils above the eighty-one point seven,  
48 we're now looking at eighty-two point seven. That's  
49 correct, right?  
50 TOMMY DUNN: Correct.

1 CINDY WILSON: The other item, how do we  
2 delineate out the one time payments to the employees  
3 who have been overpaid all these years? I just don't  
4 think that I can support that.

5 TOMMY DUNN: You can ask to pull it out.  
6 Or make a motion to pull it out, Ms. Wilson, and vote  
7 on it separately. And I just want -- that's your  
8 prerogative.

9 CINDY WILSON: Okay. May I make that  
10 motion at this point?

11 LEON HARMON: Mr. Chairman, you've got  
12 one amendment on the floor.

13 TOMMY DUNN: That's right, we got one  
14 amendment -- this -- Well, she can add to this  
15 amendment because that's where this money is in this  
16 amendment.

17 LEON HARMON: Yes.

18 TOMMY DUNN: So she can pull that out.

19 CINDY WILSON: Okay. I would like to make  
20 the motion that those employees that were determined  
21 to have been overpaid for many years, as it appears,  
22 and they're certainly valuable people, but it doesn't  
23 seem appropriate when they've been paid more all these  
24 years, it's really not good for morale, from my  
25 perspective, and I've heard that from some other  
26 county employees, too. I think at this point that  
27 should be set aside. I don't think we need to do  
28 that. So I would make the motion that those employees  
29 who've been overpaid that were delineated in the Segal  
30 Waters report continue on as they are but not get the  
31 extra payment.

32 TOMMY DUNN: Make that in the form of a  
33 motion. Ms. Wilson makes a motion. You second it?  
34 Now discussion. I want to clarify -- go ahead.

35 CRAIG WOOTEN: What's the rational for  
36 that from the Personnel Committee?

37 TOMMY DUNN: Well, I think and I'll let  
38 them each one of them talk. I think the thing is  
39 because it's a little bit overstatement. It ain't  
40 employees being grossly overpaid years to come. One  
41 of them hasn't been working with the county but a  
42 couple of years. He was hired -- took a deduction in  
43 salary to come to work for the county. Very valuable  
44 service of it and for the morale ought to get  
45 something. That was the -- everybody ought to get  
46 something. And there was several of them on that way.  
47 I guess this thing started out at 20; it's down to 7.  
48 So it's not 20, it's 7.

49 CRAIG WOOTEN: So it's 7. Okay.

50 TOMMY DUNN: But if it can be 7, you

1 know, 7. Right, Ms. Davis? Seven?  
2 RITA DAVIS: That's right.  
3 TOMMY DUNN: And it's a one time thing.  
4 It's not a pay raise, it's a bonus. But it's one  
5 time. And that's what it's for.  
6 RITA DAVIS: And excluding elected ---  
7 TOMMY DUNN: Several employees, you  
8 know, it's just like the one position, I would argue  
9 with that study all day long. If they don't -- if  
10 this person is value to the county and the training he  
11 received, and has probably saved us millions of  
12 dollars in the county and got us many dollars. That's  
13 where some of this is coming up. And that's just one  
14 of the seven.  
15 CRAIG WOOTEN: Okay.  
16 CINDY WILSON: Well, you know, that's what  
17 makes a study like this one difficult to decipher  
18 because we have certain needs that certain employees  
19 meet that are very valuable, more so perhaps than --  
20 and it needs to be acknowledged that way. So that --  
21 I'm trying to think how to describe it, but that makes  
22 it very difficult for those of us on Council to pass  
23 muster on that because it's a blanket type exercise  
24 and that's not really right either. All right. So  
25 we've gotten it down from 20 to 7?  
26 TOMMY DUNN: Yes, ma'am.  
27 CINDY WILSON: Okay. I was not aware of  
28 that.  
29 GRACIE FLOYD: Mr. Chair.  
30 TOMMY DUNN: Yes, ma'am.  
31 GRACIE FLOYD: I think you need a little  
32 more information. It was 20 at one time, but they  
33 went over the list again and they found out that a lot  
34 of people on that list were -- Ms. Davis, I'm going to  
35 let you tell it, please.  
36 TOMMY DUNN: I'm sorry, it's six. Six.  
37 GRACIE FLOYD: Well, Ms. Davis told me  
38 that the list went down because they had some police  
39 officers on there. They had some state people on  
40 there who have to paid what the state say they had to  
41 be paid. And they had -- but they whittled it down  
42 from 20 people to 7 people.  
43 TOMMY DUNN: Six.  
44 RITA DAVIS: And we excluded elected and  
45 appointed.  
46 GRACIE FLOYD: Now how did it get from  
47 seven to six?  
48 RITA DAVIS: Maybe I counted  
49 inappropriately, ma'am.  
50 GRACIE FLOYD: But you showed me seven.

1 TOMMY DUNN: No, ma'am. I've got the  
2 list.  
3 RITA DAVIS: I don't have the list  
4 before me, ma'am. But it was six or seven.  
5 GRACIE FLOYD: Okay. But the day you gave  
6 me the list there was seven people on that list, but I  
7 concede. I won't argue the point until I have the  
8 list in front of me. But anyway, that's how it got  
9 down from 20 to whatever.  
10 TOMMY DUNN: Voting on Ms. ---  
11 TOM ALLEN: Mr. Chair.  
12 TOMMY DUNN: Mr. Allen?  
13 TOM ALLEN: What's going to happen --  
14 what happens to the other 14 then that were taken off?  
15 Are they getting nothing or are they going to go back  
16 and get a pay raise?  
17 TOMMY DUNN: I think six or seven of  
18 those are state -- they're magistrate positions. So  
19 they're mandated by the state, what that is. Mixed in  
20 the thing to start with.  
21 TOM ALLEN: Okay. So we started with  
22 20. Now there are 6 on the list. The other 14 are  
23 ---  
24 RITA DAVIS: Employees of the magistrate  
25 and other elected officials.  
26 TOM ALLEN: They're going to have to be  
27 given a pay scale per what the state ---  
28 RITA DAVIS: The magistrate is per state  
29 statue, correct.  
30 TOM ALLEN: Okay. That's what I wanted  
31 to know. All right.  
32 TOMMY DUNN: Thank you. All in favor of  
33 Ms. Wilson's motion to exclude the ones over for the  
34 thousand dollar one time bonus. All in favor of Ms.  
35 Wilson -- go ahead. Y'all got something to say?  
36 RAY GRAHAM: I do. As far as on these  
37 six people, Ms. Wilson, I just want to clarify your  
38 motion. Your motion is not to do anything for the  
39 employees?  
40 CINDY WILSON: Those who have been  
41 perceived to have been overpaid.  
42 TOMMY DUNN: Those six. Ms. Wilson  
43 motion, Ms. Floyd second. Any more discussion? So  
44 we're talking about six people not getting a one time  
45 bonus of a thousand dollars. All in favor of Ms.  
46 Wilson's motion show of hands. All opposed. Show the  
47 motion is defeated, Mr. Allen, Ms. Floyd, Ms. Wilson  
48 in favor. Mr. Wooten, Mr. Graham, Mr. Dunn and Mr.  
49 Waters opposes.  
50 Now back to the original amendment. All in favor

1 of it, show of hands?  
2 GRACIE FLOYD: Of it? Would you please  
3 restate the whole thing.  
4 TOMMY DUNN: The second sheet, in favor  
5 of the second sheet of the cuts, bring it down that  
6 Ms. Floyd -- I mean Ms. Davis give us a while ago.  
7 Nope, nope, that was the first sheet. That's already  
8 been voted on.  
9 RITA DAVIS: That's right.  
10 CINDY WILSON: Which one is that? Is that  
11 the ---  
12 TOMMY DUNN: The one with the cuts on  
13 it, Ms. Wilson.  
14 CINDY WILSON: Pardon?  
15 TOMMY DUNN: The one with the cuts on  
16 it. The cuts. The deductions, the staff's  
17 recommendations.  
18 CINDY WILSON: The pluses and minuses.  
19 Okay. This is the minuses?  
20 TOMMY DUNN: Yep. Deduction of a mil.  
21 GRACIE FLOYD: Do you know what he's  
22 talking about?  
23 TOMMY DUNN: Any more discussion? All  
24 in favor of the amendment show of hands.  
25 GRACIE FLOYD: Mr. Chairman, could you  
26 please hold up a minute so we can get this thing  
27 together, find out where they are. We just got this  
28 tonight.  
29 TOMMY DUNN: All in favor of the motion  
30 show of hands. All opposed. Abstentions. Show the  
31 motion carries with Mr. Waters, Mr. Allen, Mr. Dunn,  
32 Mr. Graham, Mr. Wooten, Ms. Wilson in favor and Ms.  
33 Floyd abstains.  
34 GRACIE FLOYD: Mr. Chairman, I had to  
35 abstain because I don't understand this. I didn't get  
36 this until we got here. We've been talking. And I've  
37 been ---  
38 TOMMY DUNN: Yes, you have.  
39 GRACIE FLOYD: But I don't even understand  
40 this so I refuse to vote on something I don't  
41 understand.  
42 TOMMY DUNN: Now we go back to the  
43 entire budget. All in favor everything together, show  
44 of hands. All opposed. All abstentions. Show the  
45 motion carries Mr. Waters, Mr. Allen, Mr. Dunn, Mr.  
46 Graham, Mr. Wooten in favor, Ms. Floyd opposed, Ms.  
47 Wilson abstains.  
48 Moving on Item number (c) 2018-017 an ordinance  
49 authorizing the execution and delivery of Fee in Lieu  
50 of Tax Agreements by and between Anderson County,



1 South Carolina and a company or companies known to the  
2 County at this time as Project Avocado with respect to  
3 certain Economic Development property in the County,  
4 whereby such property will be subject to certain  
5 payments in Lieu of Taxes. This will be a public  
6 hearing. Anyone wishing to speak to this please state  
7 your name and district and address the Chair, please.  
8 Anyone at all? Seeing and hearing none, public  
9 hearing will be closed. Have a motion to move this  
10 forward?

11 CINDY WILSON: So moved.

12 TOMMY DUNN: Motion Ms. Wilson. We have  
13 a second by Mr. Graham. Any discussion? All in favor  
14 of the motion show of hands. All opposed like sign.  
15 Show the motion carries unanimously.

16 GRACIE FLOYD: Mr. Chair.

17 TOMMY DUNN: Yes, ma'am.

18 GRACIE FLOYD: I ask for a recess, please.

19 TOMMY DUNN: Okay. Can we get through  
20 this next thing, Ms. Floyd, and then take it right  
21 quick. We'll have one right after this.

22 We're going on to Item number (d) 2018-022 an  
23 ordinance to amend Section 38-69 (Certificate of  
24 Compliance required; uses exempt from certificate  
25 requirements) of the Anderson County, South Carolina  
26 Code of Ordinances to provide for an exemption when an  
27 existing residential structure is replaced with a  
28 residential structure. This is being replaced. This  
29 one we talked about and we had two meetings on this.  
30 This come about when a constituent had a -- removed an  
31 older mobile home and couldn't build a house back  
32 there. I put this -- this will be a public hearing.  
33 Anyone wishing to speak to this, please state your  
34 name and district and address the Chair. Hearing and  
35 seeing none, public hearing will be closed. We have a  
36 motion to move this forward?

37 CINDY WILSON: So moved.

38 KEN WATERS: So moved.

39 TOMMY DUNN: Motion Ms. Wilson. Second  
40 Mr. Waters. Any discussion? All in favor of the  
41 motion show of hands. All opposed. Abstentions.  
42 Show the motion carries.

43 Moving on to Item number -- oh, going to a recess,  
44 I'm sorry. Going to recess. Quick recess, be back in  
45 a minute.

46 **(RECESS)**

47 TOMMY DUNN: At this time I call the  
48 meeting back in order.

49 Be moving on to 10(a) Ordinance Second Reading  
50 2018-021 an ordinance amending the Zoning Map to

1 rezone +/- 64.17 acres.  
2 CINDY WILSON: May I make the motion that  
3 we pass this?  
4 TOMMY DUNN: Ms. Wilson makes the motion  
5 that we move this forward for third reading. Have a  
6 second?  
7 RAY GRAHAM: Second.  
8 TOMMY DUNN: Second Mr. Graham. Any  
9 discussion? All in favor of the motion show of hands.  
10 Moving on to Item number 11, there is no  
11 ordinances for first reading.  
12 Moving on to 12(a) 2018-033 a resolution accepting  
13 certain road Right of Ways from SCDOT in connection  
14 with South Carolina Highway 252 (SC252) for the  
15 purpose of operating and maintaining a portion of  
16 relocated existing county roads as part of that  
17 project. Mr. Burns or Mr. Harmon want to touch this?  
18 Anything?  
19 LEON HARMON: Mr. Chairman, this is an  
20 intersection where the DOT did some road work and they  
21 had to acquire some right of way from the county to do  
22 the work in that intersection and now this is DOT  
23 giving that right of way back to the county for the  
24 county portion of that road.  
25 TOMMY DUNN: Okay. We have a motion to  
26 move this forward?  
27 KEN WATERS: So moved.  
28 TOMMY DUNN: Motion Mr. Waters and  
29 second Mr. Allen. Any discussion? All in favor of  
30 the motion show of hands. All opposed like sign.  
31 Show the motion carries unanimously.  
32 At this time do we have a motion to go into  
33 Executive Session for personnel matters?  
34 CINDY WILSON: May I make the motion, Mr.  
35 Chairman, that we go into Executive Session for  
36 personnel matters, Clemson Research Park, contractual  
37 matters, County Square contractual matters and Pickens  
38 TTI property contractual matters.  
39 TOMMY DUNN: Have a motion. Do I have a  
40 second?  
41 RAY GRAHAM: Second.  
42 TOMMY DUNN: Second Mr. Graham. All in  
43 favor of the motion show of hands. All opposed.  
44 Abstentions. Show the motion carries. Step right  
45 back here.  
46 **(EXECUTIVE SESSION)**  
47 CINDY WILSON: ... session having  
48 received information regarding contractual matters  
49 with no votes taken. Thank you.  
50 TOMMY DUNN: Motion Ms. Wilson to come

1 out of Executive Session. We have a second?  
2 KEN WATERS: Second.  
3 TOMMY DUNN: Second Mr. Waters. All in  
4 favor of the motion show of hands. All opposed like  
5 sign. Show the motion carries.  
6 Now we moving on.  
7 TOM ALLEN: I need to make some  
8 motions?  
9 TOMMY DUNN: Yes, sir, Mr. Allen.  
10 TOM ALLEN: You want me to go ahead?  
11 TOMMY DUNN: Yes, sir.  
12 TOM ALLEN: Okay. All right. Having  
13 come out of Executive Session and received personnel  
14 information, I'd like to make the motion that County  
15 Council approve the pay rate for the Clerk to Council  
16 as discussed in Executive Session. I put that in the  
17 form of a motion.  
18 KEN WATERS: Second.  
19 TOMMY DUNN: Have a motion, second Ms.  
20 Wilson. Want to make the thing -- she has just become  
21 our full time Council. She's been a little over a  
22 year now and we done this, we said we'd reevaluate  
23 this. All in favor of the motion show of hands. All  
24 opposed. Show the motion carries Mr. Waters, Mr.  
25 Allen, Mr. Dunn, Mr. Graham, Mr. Wooten, and Ms.  
26 Wilson in favor and Ms. Floyd opposes. Mr. Allen.  
27 TOM ALLEN: All right. I have one more  
28 motion to make. And this is a motion that County  
29 Council approve the award of request for proposal for  
30 employee benefits, consultant and advisory services  
31 Palmetto Insurance and Southeast Insurance Group.  
32 Several groups were looked at by a county committee  
33 and this group came out number one on the list as  
34 being somebody that could guide us in determining a  
35 new health plan for the county employees.  
36 TOMMY DUNN: We have a motion.  
37 CINDY WILSON: Mr. Chairman.  
38 TOMMY DUNN: I'm sorry. Ms. Wilson has  
39 ---  
40 CINDY WILSON: I did business with the  
41 principal of that company last year and it seems  
42 appropriate for me to disclose and recuse.  
43 TOMMY DUNN: And recuse. Thank you, Ms.  
44 Wilson. We have a motion.  
45 TOM ALLEN: That was a motion.  
46 TOMMY DUNN: Motion Mr. Allen. We have  
47 a second.  
48 KEN WATERS: Second.  
49 TOMMY DUNN: Second Mr. Waters. Any  
50 discussion? All in favor of the motion show of hands.

1 All opposed like sign. Show the motion carries. Ask  
2 Ms. Wilson to step back in. Anything else, Mr. Allen?  
3 TOM ALLEN: Nothing, Mr. Chair.  
4 TOMMY DUNN: Mr. Graham.  
5 RAY GRAHAM: Thank you, Mr. Chairman.  
6 Mr. Chairman, I'd like to bring forth in the form of a  
7 motion to authorize the county Administrator to enter  
8 into an agreement in principle with the city of  
9 Anderson regarding conveyance of the Clemson Advanced  
10 Material Center to Innovate Anderson, the city's  
11 participation in the county CVB and the city's  
12 participation in the County Square development as  
13 discussed in Executive Session.  
14 TOMMY DUNN: Have a motion by Mr.  
15 Graham. Second Ms. Wilson. Any discussion? All in  
16 favor of the motion show of hands. All opposed like  
17 sign. Show the motion carries unanimously. Mr.  
18 Graham.  
19 RAY GRAHAM: Thank you, Mr. Chairman.  
20 I'd also like to bring in form of a motion to  
21 authorize the County Administrator to enter into  
22 negotiations with Peach Properties regarding the  
23 County Square development as discussed in Executive  
24 Session.  
25 CINDY WILSON: Second.  
26 TOMMY DUNN: Motion Mr. Graham. Second  
27 Ms. Wilson. Any discussion? All in favor of the  
28 motion show of hands. All opposed like sign. Show  
29 the motion carries unanimously. Mr. Graham, anything  
30 else?  
31 RAY GRAHAM: No, sir.  
32 TOMMY DUNN: Ms. Wilson?  
33 CINDY WILSON: Mr. Chairman, may I make  
34 the motion to authorize the County Administrator to  
35 enter into a contractual agreement with a broker to  
36 sell the Pickens TTI property owned by Anderson County  
37 as we discussed in Executive Session.  
38 TOMMY DUNN: Have a motion by Ms.  
39 Wilson. Have a second? Second Mr. Waters. Any  
40 discussion? All in favor of the motion show of hands.  
41 All opposed like sign. Show the motion carries  
42 unanimously. Anything else?  
43 Anyone have any appointments?  
44 We'll move on to requests by Council members. Mr.  
45 Waters?  
46 KEN WATERS: Yes, I'd like to  
47 appropriate two hundred and fifty dollars to the WLS  
48 Foundation. And I bring that in the form of a motion.  
49 CINDY WILSON: Second.  
50 TOMMY DUNN: Any discussion? Ms. Wilson

1 seconds. All in favor of the motion show of hands.  
2 Carries. Mr. Waters, anything else?  
3 KEN WATERS: That's all.  
4 TOMMY DUNN: Mr. Allen?  
5 TOM ALLEN: Mr. Chair, I have two. I'd  
6 like to do them together here. I'd like to do two  
7 hundred and fifty dollars for the WLS Foundation. And  
8 also two hundred and fifty dollars for the Anderson  
9 Jets Track Club. And I put that in the form of a  
10 motion.  
11 CINDY WILSON: Second.  
12 TOMMY DUNN: Ms. Wilson seconds. Any  
13 discussion? All in favor of the motion show of hands.  
14 Anything else, Mr. Allen?  
15 TOM ALLEN: That's all.  
16 TOMMY DUNN: Ms. Floyd?  
17 GRACIE FLOYD: I don't have any at this  
18 time.  
19 TOMMY DUNN: Mr. Graham.  
20 RAY GRAHAM: I don't have any at this  
21 time, Mr. Chairman.  
22 TOMMY DUNN: Mr. Wooten.  
23 CRAIG WOOTEN: I put in the form of a  
24 motion two hundred and fifty for Anderson Jets Track  
25 Club. And also two hundred and fifty for the WLS  
26 Foundation.  
27 CINDY WILSON: Second.  
28 TOMMY DUNN: Any discussion? Ms. Wilson  
29 seconds. All in favor of the motion show of hands.  
30 Show the motion carries unanimously. Anything else,  
31 Mr. Wooten?  
32 CRAIG WOOTEN: No, sir.  
33 TOMMY DUNN: How about you, Ms. Wilson?  
34 CINDY WILSON: ??  
35 TOMMY DUNN: District 5 would like to  
36 request two hundred and fifty dollars for WLS  
37 Foundation and a thousand dollars for the Jets Club.  
38 CINDY WILSON: Second.  
39 TOMMY DUNN: Second Ms. Wilson. All in  
40 favor of the motion.  
41 Moving on Administrator's Report.  
42 RUSTY BURNS: Nothing at this time, Mr.  
43 Chairman.  
44 GRACIE FLOYD: Wait a minute. I have a  
45 question. It said that the ??? will have a ???. No,  
46 no, no. My mistake. Please take that off.  
47 TOMMY DUNN: Citizens Comments. Please,  
48 when Mr. Harmon calls your name, state your name and  
49 district and address the Chair and you've got three  
50 minutes.

1                   LEON HARMON:           Mr. Chairman, we have one  
2 citizen signed up. Elizabeth Fant.

3                   ELIZABETH FANT:   Elizabeth Fant, District 3.  
4 I do want to say as I have said I think in the last  
5 meeting that the meetings that y'all do in committee  
6 meetings are a lot of work. It's evident that you are  
7 accomplishing a lot. So when I say this business  
8 about the budget, I do not demean the work that you're  
9 doing. I think it's wonderful. However, the budget  
10 part needs to be plain and out front. To say to  
11 people that it is a budget -- that you're working on  
12 the budget and as far as I can tell, looking at the  
13 agendas, doesn't say anything about budget. It just  
14 talks about capital projects and this, that and the  
15 other.

16                  Second of all, Ms. Floyd is right, it's kind of  
17 hard to follow information. I got also ?? sheet  
18 tonight. Rita, if you're still here or whoever does  
19 these sheets, it would be advantageous if at the top  
20 you would put the date, you would write on there what  
21 it is, like this is a sheet of cuts, and for blank  
22 budget year. When this goes in my pile of all the  
23 stuff that I keep later on I'll say like well, what  
24 was that? So it's just a matter of informing people,  
25 letting them know so that they can keep track.

26                  There are some things on this cut sheet. Every  
27 year this happens. It's like last year actual,  
28 current budget, six months, department requests and  
29 then at the end a savings. It makes it look like  
30 we're saving a whole lot of money. But it's not  
31 really savings, if you're asking for more than you  
32 need. I'm a little bit concerned that there are so  
33 many places on here where meals and food are listed  
34 under different categories. I added them up quickly  
35 and it was about fifty-two thousand dollars, just on  
36 food or meals. Now, sometimes County Council has  
37 meals, like when they're having a meeting at twelve  
38 o'clock and they have sandwiches. That's okay. Seems  
39 reasonable. But gonna pick on the Sheriff's  
40 department here. Sheriff's department has down --  
41 let's see if I can find it -- meals, third reading,  
42 they're recommending twenty-eight thousand dollars,  
43 Administrator recommended thirty thousand. The third  
44 reading they cut off two thousand. What does the  
45 Sheriff's department need for thirty thousand meals?  
46 Don't understand that.

47                  But it's not only the Sheriff's department, it's a  
48 lot of places in here. And it's obvious that it's  
49 nice to have some of these amenities at different  
50 places, but is that really core services?

1 I am going to agree with Ms. Floyd. The amount of  
2 people that we have in Anderson County now has  
3 increased and I think the slush fund or whatever you  
4 want to call it, the recreational fund, does need to  
5 be increased.

6 LEON HARMON: Time, Mr. Chairman.  
7 TOMMY DUNN: Thank you, Mr. Harmon.  
8 Anyone else?

9 LEON HARMON: No one else is signed up.  
10 TOMMY DUNN: Thank you.

11 Now remarks from Council. Mr. Waters.

12 KEN WATERS: Yeah, could you check and  
13 see how much vacation I've got built up? I tell you,  
14 one good thing this is my last budget. Looking  
15 forward to that. So next year y'all will have to  
16 handle it without me.

17 Appreciate all the kind words everybody's said to  
18 me. That's all I got, Mr. Chairman.

19 TOMMY DUNN: Thank you. Mr. Allen.  
20 TOM ALLEN: Yeah, Mr. Chair. Just very  
21 quickly. I wanted to thank Ms. Davis and her finance  
22 staff. It's amazing the amount of numbers they can  
23 generate within a few minutes. I don't know how they  
24 do it. But keeping track of -- government accounting  
25 and finance is a whole different animal and I applaud  
26 them for what they do because I know we drive them  
27 crazy asking for numbers a lot of times. So I just  
28 want to say thank you for the work you've done, as  
29 well as all the Council members, too, in going over  
30 these things and Mr. Burns and Mr. Harmon. So thanks  
31 a lot for that. That's all.

32 TOMMY DUNN: Thank you, Mr. Allen.  
33 Ms. Floyd.

34 GRACIE FLOYD: Happy Juneteenth Day.  
35 Today is June the 19th. Today is National Juneteenth  
36 Day. Who knows what I'm talking about? There's one  
37 person in here that knows. Okay. Juneteenth is the  
38 Independent Day in an American holiday that  
39 commemorates June the 19, 1865 of the announcement of  
40 the abolition of slavery in Texas and the emancipation  
41 of enslaved African American through the southern  
42 states. Happy Juneteenth Birthday -- I mean Happy  
43 Juneteenth Anniversary. We've come a long way, baby,  
44 but we have a hell of a long way to go.

45 I also want to tell you that you guys did  
46 something tonight that I just think that -- I think  
47 that we should have spent more time on that budget.  
48 Number one, you gave people who was making more money  
49 than they need to be a thousand dollars more. Number  
50 two, you didn't do anything on the lower end. People

1 who are already working in poverty. Only thing you  
2 did was gave them a little higher poverty. The  
3 thousand dollars would have gone a long way to help  
4 them, and help us say that we don't have anybody in  
5 this county working on the poverty level. The  
6 recreational account, your children lost. Your  
7 children lost. We haven't had a raise in that fund  
8 since the late eighties. Your children lost. You  
9 don't care, I know.

10 You have been led. You have been led. I'm  
11 disappointed. But good times. You know what they  
12 say, the sun shines on everybody's -- on every dog one  
13 day. New days are coming.

14 I want to explain something to you. Yes, I took  
15 -- the city was given fifty thousand dollars by  
16 District 2. It sat in the city's coffer for three  
17 years. They didn't touch the money. So I asked for  
18 it back because they couldn't use it in three years,  
19 then we could use it. It was my intention to use that  
20 money to put it in the park over at Wellington, which  
21 I thought was in my district, to build a basketball  
22 court after the people asked me to put one there  
23 because they remember having one when they were  
24 growing up in Homeland Park. So that was what I was  
25 going to do until I was told I had to do something  
26 else before I put the basketball court there. So I  
27 just took the money away and I gave it to the -- I  
28 gave it to the -- when I get overrun this happens to  
29 me. I gave it to the Free Clinic because they could  
30 use it. That's what I did, I gave it to the Free  
31 Clinic. I did it proudly. Because they were cut  
32 thirty thousand from the state this year. Thirty  
33 thousand dollars they lost. What were they going to  
34 do? So I just gladly, happily, eagerly gave it to the  
35 Free Clinic.

36 We kept talking about the Y because the Y was what  
37 we were talking about. We weren't talking about any  
38 other recreational facility but the Y. So that's why  
39 the Y kept coming up. I think that was a big mistake.  
40 But I'm afraid that wasn't a vote for the Y. That was  
41 a vote against me. But anyway, I gave them the money.  
42 I have money left in my recreation account because I  
43 know how to manage and handle money. I won't be broke  
44 by December.

45 I have a big project coming up next year that I  
46 needed to be prepared for. So what I did was I gave  
47 what was needed, what was asked for in the rec account  
48 that related to recreational activity, but I put aside  
49 some money in preparation for next year. That's  
50 called budgeting. That's called taking care of your



1 money. That's called knowing how to handle money.  
2 And I can't be blamed because I know how to do that.  
3 Okay? And that's about it.

4 TOMMY DUNN: Mr. Graham.

5 GRACIE FLOYD: Mr. Chairman, I'm going to  
6 have to take my leave now. I've had enough.

7 TOMMY DUNN: Thank you, ma'am. Mr.  
8 Graham.

9 RAY GRAHAM: Thank you, Mr. Chairman.  
10 Just want to clarify something. That had -- the  
11 comment I made had nothing to do with the Free Clinic.  
12 What I get tired of week in and week out is fellow  
13 Council members is criticized on the moves that they  
14 make on what they feel is best for our district. I'm  
15 sitting here right now looking at two Council members  
16 that was recently elected and I appreciate you guys  
17 coming tonight. I hate the meeting has been extended  
18 so long. But that's part of the budget season and  
19 you'll realize that. But I mean, at the end of the  
20 day, each Council member has got to make the best  
21 decision for what they feel is right for their  
22 district.

23 Each meeting I come up here and, you know, we've  
24 had several comments about not having enough meetings,  
25 not having enough budget workshops or whatever. I'm  
26 telling you right now, and I appreciate your comments  
27 earlier, Ms. Fant, and I assure you committees that  
28 we're having meetings next year, I will assure you  
29 that part of the Chairman of that committee it's their  
30 responsibility to ensure that agenda is placed. And I  
31 assure you that you will be aware by the agenda, that  
32 if a budget is being discussed, that's what taking  
33 place.

34 But what I would encourage each and every Council  
35 member to do, instead of criticizing everybody else,  
36 take care of your own district and take care of  
37 Anderson County because at the end of the day, if  
38 Anderson County does not move forward, your district  
39 will fail. And we fight that battle every single day.  
40 So instead of worrying about pointing fingers and  
41 trying to bring everybody down and I this and I that,  
42 let's move Anderson County forward because at the end  
43 of the day that's what's going to make all of us to be  
44 able -- to give us the opportunity to live in a  
45 successful county. Thank you, Mr. Chairman.

46 TOMMY DUNN: Thank you. Mr. Wooten.

47 CRAIG WOOTEN: Yeah, I just want to thank  
48 everybody. Appreciate everybody's patience in the  
49 budget season. From my standpoint, I really try to  
50 enter meetings with the mentality of I neither go into

1 a meeting looking to increase, neither do I look to  
2 going to a meeting to decrease, but just objectively  
3 to look at what we've been tasked to provide and are  
4 the services appropriate for the county and part of  
5 the core mission of what we've been charged to do.

6 And as for the rec account, I have no problem  
7 taking it up five thousand. I just had a problem  
8 taking it up five thousand in light of delaying  
9 payment to the employees next year. You know, and I  
10 know forty thousand is a small amount compared to that  
11 large amount, but just out of principle, it says  
12 something to the employees, hey, we're not going to  
13 raise this if we're going to delay you. Had that been  
14 changed, I might have voted differently.

15 In that regard, I'm very excited and I thank Ms.  
16 Wilson for the paving. I mean, we all supported it,  
17 but she was one that set that down early on and made  
18 that a condition and I think the people of Anderson  
19 County expected that this year and that was in the  
20 budget. I think that no tax increase is ever gone  
21 into lightly, but the items that we're spending on are  
22 appropriate items and I think the folks will see it  
23 accordingly and we'll do right by them. So I thank  
24 everybody for that and appreciate it.

25 TOMMY DUNN: Thank you, Mr. Wooten. Ms.  
26 Wilson.

27 CINDY WILSON: Thank you, Mr. Chairman. I  
28 wonder if perhaps we took up some type of zero based  
29 budgeting effort where each department established  
30 their mission and then we developed a budget to  
31 accomplish that mission. It might save a little angst  
32 at the last day on third reading.

33 I guess I've been called worst than a liar  
34 tonight. But I do want to point out that it really  
35 would be helpful for all of us to refer back to the  
36 Daniel Report. And that's where our county engaged an  
37 auditor who came in and looked at specific areas where  
38 we didn't know what was going on in the budget. And  
39 our county had come perilously close to bankruptcy.  
40 The recession didn't help. But there was not even a  
41 debt service payment budgeted when our Council of '09  
42 came in over half a million dollars. Now, that's a  
43 big problem. And there were many millions of dollars  
44 discovered in consulting, lobbyists, legal type  
45 contracts, real estate deals at the landfill and all  
46 that mess. We've moved well beyond that, and I'm very  
47 grateful for all the people in our county employ and  
48 my fellow Council members in working hard, and  
49 especially Mr. Burns, to pull us through some rough  
50 times. And yeah, it'll be -- it's hard to overcome

1 many, many millions of dollars lost, but we are making  
2 progress.

3 And I thought it would be really neat to point out  
4 Mr. Simmons who's always been so kind to come to our  
5 Council meetings and ask about Highway 29. We're  
6 finally going to get a lot of attention on Highway 29.  
7 And it's all the way into town, and all the way up  
8 toward the interstate. Secretary Christy Hall came  
9 and looked very carefully a couple or three months ago  
10 and there have been other pots of money that were  
11 engaged, too, so finally between getting the bridge  
12 raised and all of the work around Cherokee Road,  
13 that's going to be accomplished. It's going to get  
14 really cranked up in 2019. So between 2019 and 2024,  
15 Highway 29 will be virtually unrecognizable. And I  
16 hope we can keep it looking attractive out there  
17 because it's going to really invite a lot of  
18 development that blighted neighborhoods and  
19 underprivileged neighborhoods have not enjoyed. So  
20 that is good news.

21 And thank you all, everybody, our new folks who've  
22 come to our meeting tonight, our solid true citizens  
23 who show up and everyone who works really hard. Thank  
24 you.

25 TOMMY DUNN: Thank you, Ms. Wilson.

26 I want to recognize and thank Mr. Davis and Mr.  
27 Sanders for being here tonight. I don't want y'all to  
28 get all excited because we don't have this much fun  
29 every Council meeting night, okay?

30 But I do want to say that -- I want to thank the  
31 Administrator and his staff for all the hard work they  
32 done on this budget. Ms. Davis, especially you and  
33 your staff with all the work and hard work y'all done  
34 and diligently worked up -- I know you worked up as  
35 late as this afternoon on this budget. Not a budget  
36 that everybody's happy about, but I can assure you a  
37 few things. Public safety should be stronger and  
38 better in Anderson County because of this budget.  
39 We're getting a plan for replacement stuff for capital  
40 stuff. I think setting it forth, we're taking care of  
41 our employees the best we can. And I don't want --  
42 this is what really bothers me tonight. We're sort of  
43 taking a thing of like dirtying up something or other  
44 that ought to be a good thing. This Council took  
45 initiative to do a study, have a professional company  
46 come in that does this to grade us to get us headed in  
47 the right direction. We done that. We said from the  
48 get-go we was going to do something. Wouldn't be able  
49 to do it all. And that's what we done. We've done  
50 half of it. And some of them's going to get it all.

1 How it folds around and how it does and very  
2 appreciative of that. County employees, each and  
3 every one of you, we want you to know we think very  
4 much of you. Appreciate the job you do. Can't say it  
5 enough. And unfortunately not going to get rich  
6 working in the government. But we're going to try to  
7 do the best we can and take care of you if we can  
8 because we do -- very valuable part of the county.  
9 That's what makes it -- our people, I've always said  
10 is what makes Anderson County great. And I don't care  
11 how many more budget workshops we'd had, you got to do  
12 one of two things. Said tonight you got to raise  
13 revenue and you got to cut spending. We done a little  
14 bit of both tonight in this budget.

15 But anybody starting down there, working all the  
16 way up, down here, y'all two gentlemen sitting in the  
17 audience, y'all get up here -- it's a free country,  
18 you make a motion, if it passes, it passes, it don't.  
19 And I think most of these make a good motion can come  
20 up. But when you make a motion just to give somebody  
21 a pay, and you ain't got a way to pay for it, always  
22 said you got to either pay for -- show how you're  
23 going to pay for something. Show the details. That's  
24 what the saying is, the devil's in the details.

25 But I want to thank my fellow Council members for  
26 going through this process. Trying -- been criticized  
27 in the past even before I got to be Chairman, go for  
28 having too many, I think Ms. Wilson can say this and  
29 Mr. Allen, for having too many budget workshops  
30 meetings. So you know, we go from one extreme to  
31 another. But everybody's got a right to come  
32 participate, listen, because I can assure you it  
33 wasn't that way years ago. Ms. Wilson can testify to  
34 that.

35 And I want to thank the Council members for  
36 putting a few Council members, the majority that puts  
37 Anderson County forward, it's not me, me, me, I, I, I.  
38 And sitting here we're talking about a seventy-nine  
39 million dollar budget tonight, general fund budget,  
40 and we spent over ten minutes talking about five  
41 thousand dollars going to the YMCA and they was  
42 getting it, fully funded, but sit here and argue about  
43 where it's coming from. I'll close on how smart that  
44 is. Thank y'all very much.

45  
46

**(MEETING ADJOURNED AT 9:05 P.M.)**

## **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 10<sup>th</sup> day of July, 2018.

ATTEST:

ANDERSON COUNTY COUNCIL

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey Croegaert  
Anderson County Clerk to Council

Approved as to form:

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Leon C. Harmon  
Anderson County Attorney

First Reading:	May 15, 2018
Second Reading:	June 5, 2018
Public Hearing:	July 10, 2018
Third Reading:	July 10, 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 10th day of July, 2018.

ATTEST:

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey A. Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

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Leon Harmon  
Anderson County Attorney

First Reading: May 15, 2018  
Second Reading: June 5, 2018  
Third Reading: July 10, 2018  
Public Hearing: July 10, 2018

## **Ordinance #2018-021**

**An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 64.17 acres from R-20 (Single-Family Residential) to R-A (Residential - Agricultural) on a portion of land, identified as 1215 Brown Road in the Bowling Green Precinct shown in Deed Book 13213 page 00081. The parcels are further identified as TMS p/o #198-00-05-054**

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

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

**Whereas**, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to R-A for +/- 64.17 acres of TMS p/o #198-00-05-054 described above; and,

**Whereas**, the Anderson County Planning Commission has held a duly advertised Public Hearing on May 8, 2018, during which it reviewed the proposed rezoning from to R-20 to R-A +/- 64.17 acres of TMS p/o #198-00-05-054 described above; and,

**Whereas**, the Anderson County Council has duly advertised and held a Public Hearing on June 5<sup>th</sup>, 2018, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance # 99-004 to rezone from R-20 to R-A +/- 64.17 acres of TMS p/o # 198-00-05-054 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2018-021

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey A. Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

1 <sup>st</sup> Reading:	June 5, 2018
2 <sup>nd</sup> Reading:	June 19, 2018
3 <sup>rd</sup> Reading:	July 10, 2018
Public Hearing:	June 5, 2018

**Anderson County Planning Commission  
Staff Report  
June 12, 2018**

Applicant: Shree Jayambe, LLC  
Current Owner: Westside Quik Shop Inc.  
Property Address: 1113 Beaverdam Road  
Precinct: Williamston Mill  
Council District: 7  
TMS #(s): p/o 220-00-11-001  
Acreage: +/- 2.5  
Current Zoning: C-2 (Highway Commercial)  
Requested Zoning: R-MHP (Manufactured Home Park)  
Surrounding Zoning: North: R-MHP  
South: R-20  
East: C-2 and R-MHP  
West: Unzoned

Evaluation: This request is to rezone the parcel of property described above from C-2 (Highway Commercial) to R-MHP (Manufactured Home Park). The applicant's stated purpose for the rezoning is to place manufactured housing on the back side of property (behind the Westside Quik Shop).

Manufactured housing parks lie to the north and east of the subject property. Several manufactured homes lie on properties to the south of the subject property. An agricultural field lies across Joe Black Road from the subject property to the southeast. Highway 29 borders the property on the west.

The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the Highway 29 corridor as commercial.

Staff Recommendation: Due to the compatibility with the character of the area, staff recommends approval of this request.

**Zoning Advisory**

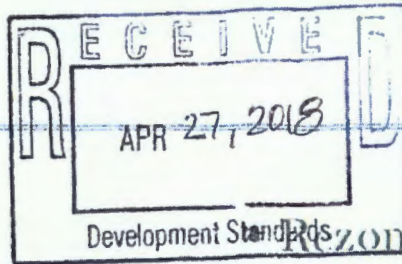
Group Recommendation: The District 7 Zoning Advisory Group did not meet on June 6, 2018 due to a lack of quorum. Pursuant to Chapter 70, Section 10.2 of the Anderson County Code of Ordinances, if

the Zoning Advisory Groups fails to submit a report and recommendation after their first scheduled meeting, it is deemed to have approved the request.

Planning Commission  
Recommendation:

The Anderson County Planning Commission met on June 12, 2018 and after a duly noted public hearing recommended **denial** of a request to rezone from C-2 to R-MHP. The vote was **4** in favor, **1** opposed and **2** absent.





4/27/2018  
Date of Application Completion

Application Status (Approved or Denied)

Applicant's Information

Name: Shore Jayambe LLC  
Mailing Address: 1113 Beaverdam Rd Williamston SC 29697  
Telephone and Fax: 864-553-5562 E-Mail: AAKASHP50@Yahoo.com

Owner's Information  
(If Different from Applicant)

Name: Westside Quick Shop, INC.  
Mailing Address: 1113 Beaverdam Rd Williamston SC 29697  
Telephone and Fax: 864-553-5562 E-Mail: \_\_\_\_\_

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.

R.J. Patel  
Owner's Signature

4/27/18  
Date

Project Information

Property Location: 1113 Beaverdam Rd, Williamston, SC 29697  
Parcel Number(s)/TMS: 220-00-11-001 (Part of TM)  
County Council District: CED seven School District: 01  
Total Acreage: 2.519 Current Land Use: Nothing Back side  
Current Zoning: C-2 Requested Zoning: R-MHP  
Purpose of Rezoning: put some mobile home in  
Back side of property.

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

R.J. Patel  
Applicant's Signature

4/27/18  
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application - pursuant to State Law (Section 6-29-145: 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 Division - Development Standards' 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 Anderson County Planning Division - Development Standards.

R.J. Patel  
Applicant's Signature

4/27/18  
Date

Page 2 of 2

For Office Use Only:

Application Received By: diagroone Date Complete Application Received: \_\_\_\_\_  
Application Fee Amount Paid: \$200.00 Check Number: \_\_\_\_\_  
Scheduled Advisory Public Hearing Date: 6/6/18 Citizens' Advisory Recommendation: \_\_\_\_\_  
Scheduled Commission Public Hearing Date: 6/12/18 Planning Commission Recommendation: \_\_\_\_\_  
Scheduled Council Public Hearing Date: \_\_\_\_\_ County Council Decision: \_\_\_\_\_





TMS P/O 2200011001

Aerial Photography

**Rezoning Request**  
**1113 Beaverdam Road**  
**C-2 to R-MHP**

0 500 1,000 2,000 Feet





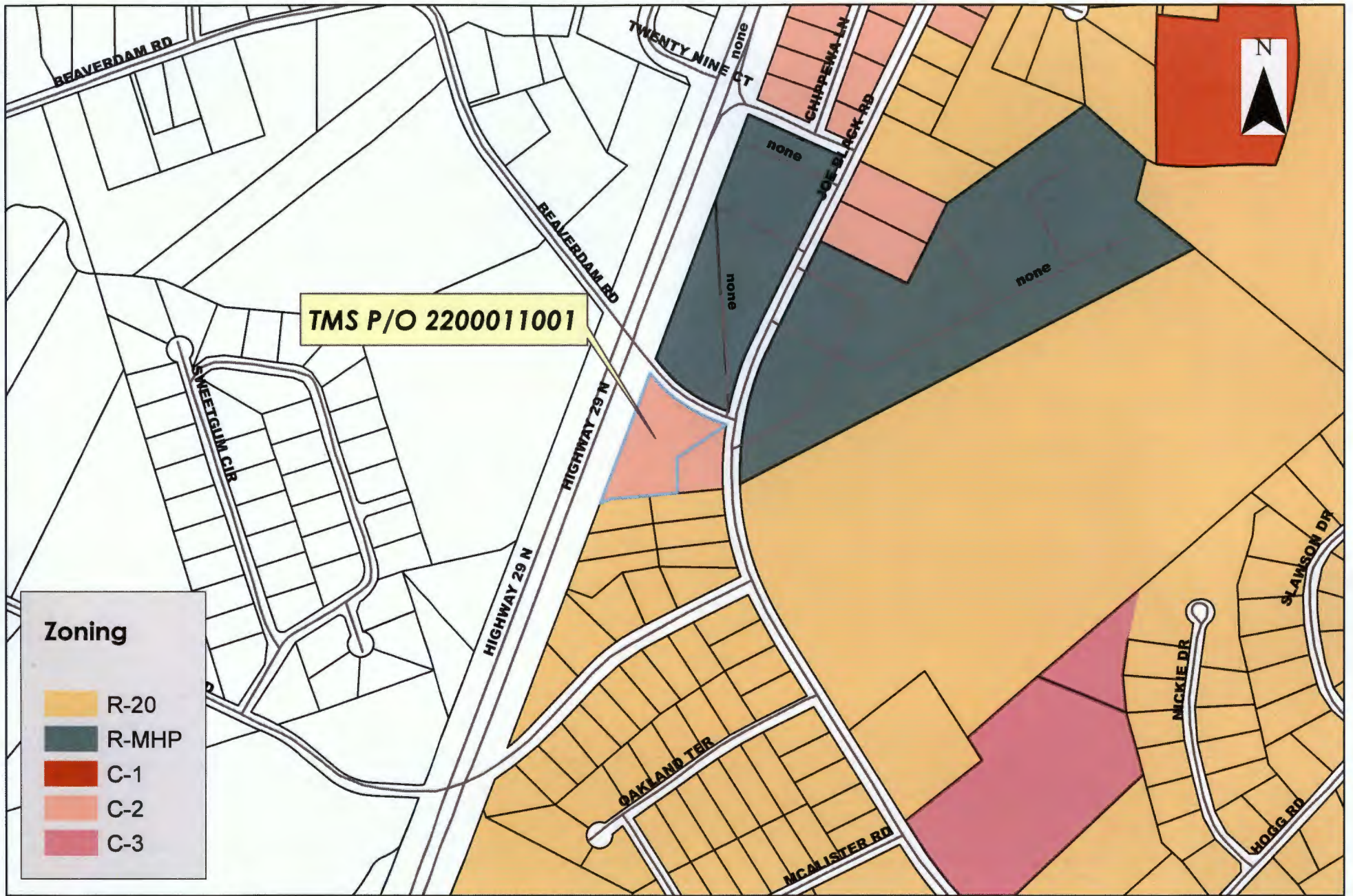
TMS P/O 2200011001

Aerial Photography

**Rezoning Request**  
**1113 Beaverdam Road**  
**C-2 to R-MHP**

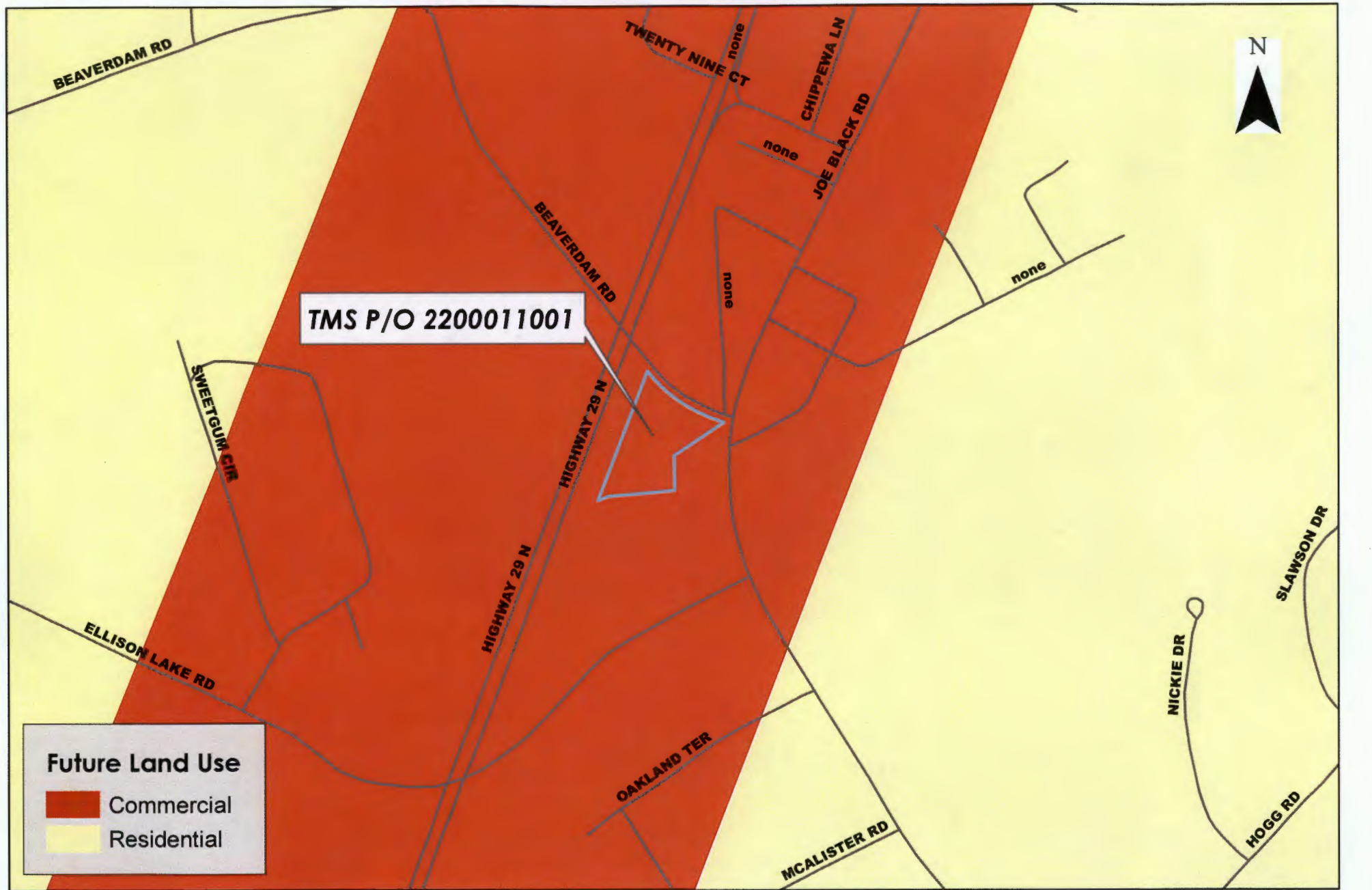
0 250 500 1,000 Feet





**Rezoning Request**  
**1113 Beaverdam Road**  
**C-2 to R-MHP**





**Rezoning Request**  
**1113 Beaverdam Road**  
**C-2 to R-MHP**





5/23/18

















5/23/18









5/23/18





5/23/18





5/23/18





5/23/18



STATE OF SOUTH CAROLINA

)

)

COUNTY OF ANDERSON

)

**ORDINANCE 2018-024**

**AN ORDINANCE AUTHORIZING THE AMENDMENT OF ANDERSON COUNTY  
ORDINANCE 2014-040, AND THE DOCUMENTS AUTHORIZED THEREBY, IN  
CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS  
RELATING TO THE FOREGOING.**

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of the Code of Laws of the State of South Carolina, 1976, as amended (the "Code"), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, the "FILOT Act"), and the case law of the Courts of the State of South Carolina (the "State"), to offer and provide certain privileges, benefits, and incentives to prospective manufacturers and commercial enterprises as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute "projects" as defined in the FILOT Act) and to enter into agreements with any business to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally; and

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

WHEREAS, pursuant to the authority granted by the FILOT Act and the Joint-County Industrial and Business Park Act, and pursuant to the authority of Anderson County Ordinance 2014-040, finally enacted by County Council on, and dated December 2, 2014, the County entered into a fee in lieu of tax ("FILOT") agreement dated as of December 31, 2014 (the "Fee Agreement") with Foxfarm Soil & Fertilizer Company ("Foxfarm"), a California corporation, and GOGO, LLC, a South Carolina limited liability company (jointly, the "Company"), and into a joint county industrial and business park agreement (the "MCIP Agreement") with Greenville County, South Carolina, pertaining to and encompassing the Company FILOT project and property; and

WHEREAS, Foxfarm Soil & Fertilizer Company is the d/b/a name for United Compost & Organics, Inc. ("United"), a California corporation, which is the legal name for that company; and

WHEREAS, the South Carolina Department of Revenue ("S.C. DOR") has requested that the Fee Agreement and related documents all reflect the legal name of Foxfarm, since it is the legal

name (United) under which that company reports to S.C. DOR:

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

Section 1. The foregoing recitals are all hereby adopted as findings of fact, for purposes of this Ordinance.

Section 2. As contemplated by the FILOT Act and based on the representations of the Company as recited herein, it is hereby found, determined and reiterated, as stated in Anderson County Ordinance 2014-040, by the County Council, as follows:

(a) The Project will constitute a “project” as said term is referred to and defined in the FILOT Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing employment, services, and other public benefits not otherwise provided locally;

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

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

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) The Fee Agreement will require the Company to make fee-in-lieu of tax payments in accordance with the provisions of the FILOT Act; and

(g) The fee-in-lieu of tax payments referred to in item (f) above shall be calculated as specified in Section 5.01 and Section 5.02 of the Fee Agreement.

Section 3. Wherever in Anderson County Ordinance 2014-040 and all documents authorized thereby and associated therewith, including without limitation, the Fee Agreement, the d/b/a name of Foxfarm Soil & Fertilizer Company appears, the complete company name of “United Compost & Organics, Inc. (d/b/a Foxfarm Soil and Fertilizer Company)” shall be substituted therefor. A copy of the final form of the Fee Agreement authorized by Anderson County Ordinance 2014-040, reflecting that full company name as is hereby directed to appear, is hereby attached hereto as Ex. A, and hereby incorporated herein by reference.

Section 4. The Chairman 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 or proper to effect the acts authorized hereby.

Section 5. The Chairman of County Council and the Clerk to County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments, including, without limitation, the attached, revised Ordinance 2014-040, and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed, and all terms and provisions of Ordinance 2014-040 and the Fee Agreement and the MCIP Agreement not amended hereby remain in full force and effect, and this Ordinance shall take effect and be in full force from and after its passage and approval.

[Execution Page Follows]

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

ATTEST:

ANDERSON COUNTY, SOUTH CAROLINA

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey Croegaert  
Clerk to Anderson County Council

Approved as to form:

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Leon C. Harmon  
Anderson County Attorney

First Reading:  
Second Reading:  
Third Reading:  
Public Hearing:

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**FEE-IN-LIEU OF TAX AGREEMENT**

**between**

**ANDERSON COUNTY, SOUTH CAROLINA**

**and**

**UNITED COMPOST & ORGANICS, INC.  
(D/B/A FOXFARM SOIL & FERTILIZER COMPANY)  
AND GOGO, LLC**

**Dated as of December 31, 2014**

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

This FEE-IN-LIEU OF TAX AGREEMENT (this “Agreement”) is dated as of December 31, 2014, by and between ANDERSON COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and United Compost & Organics, Inc. (d/b/a Foxfarm Soil & Fertilizer Company), a California corporation, and GOGO, LLC, a South Carolina limited liability company (collectively the “Company”), and any other Sponsor or Sponsor Affiliates as defined in the FILOT Act.

### **WITNESSETH:**

**WHEREAS**, the Code of Laws of South Carolina, 1976, as amended, (the “Code”), and particularly Title 4, Chapter 1, as amended through the date hereof (the “Joint-County Industrial and Business Park Act”) and Title 4, Chapter 29 and Title 12, Chapter 44 thereof (collectively, as amended through the date hereof, the “FILOT Act”), in order to create jobs and promote prosperity within the State of South Carolina, empowers the several counties of the State of South Carolina to induce investors (the “Project Sponsors” including “Sponsor Affiliates”) to acquire, enlarge, improve, and expand certain types of industrial and commercial property (the “Economic Development Property”) within their jurisdictional limits and thereafter operate, maintain and improve such Economic Development Property by: (i) providing such Project Sponsors and Sponsor Affiliates with certain specified assistance in financing the acquisition, enlargement, and expansion of Economic Development Property; and (ii) entering into agreements providing for payments with respect to Economic Development Property by Project Sponsors and Sponsor Affiliates in lieu of *ad valorem* taxes (the “FILOT Payments”); and

**WHEREAS**, the Company, along with one or more Sponsors or Sponsor Affiliates, is acquiring certain buildings, machinery, equipment, furnishings, fixtures, and materials, to be used primarily as the expansion of a manufacturing and distribution facility (the “Project”), which is located within the jurisdiction of the County and which is to be owned (or, in some cases, leased) and operated by the Company pursuant to this Agreement; and

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

**WHEREAS**, as inducement for the Company, and one or more Sponsor Affiliates, (though no others exist currently), to locate and maintain the Project in the County, the County heretofore entered into an Inducement Agreement and Millage Rate Agreement (the “Inducement Agreement”) with the Company, dated as of December 31, 2013, wherein the County approved FILOT Payments by the Company under the provisions of the FILOT Act; and

**WHEREAS**, the County has authorized the foregoing actions to be taken on behalf of the County, and the execution of this Agreement, pursuant to that certain ordinance enacted by the County Council of the County with respect to the Project on December 2, 2014; and

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

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

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

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

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

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

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

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

*“Commencement Date”* shall mean December 31, 2014, the last day of the initial property tax year during which Economic Development Property comprising part of the Project is first placed in service.

*“Company”* shall mean United Compost & Organics, Inc. (d/b/a Foxfarm Soil & Fertilizer Company), a California corporation, and GOGO, LLC, a South Carolina limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under Section 8.04 or Article IX hereof; or any assignee hereunder which is designated by the Company and approved by the County, as well as any Sponsor Affiliate or Affiliate of the Company.

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

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

*“County Council”* shall mean the governing body of the County and its successors.

*“County Official”* shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

*“Department of Revenue”* shall mean the South Carolina Department of Revenue and Taxation.

*“Economic Development Property”* shall mean each item of real and tangible personal property comprising a project within the meaning of Sections 12-44-30(6) or 12-44-40(C) of the Code. Economic Development Property shall include all items of property purchased or acquired during the Investment Period and for which the Company has made a return to the Department of Revenue as reflected in an applicable Form PT-300 Schedule S.



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

“*Event of Default*” shall mean an Event of Default as defined in Section 11.01 hereof.

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

“*Extended Investment Period*” shall mean the period beginning January 1, 2020 and ending December 31, 2024, as authorized by Section 12-44-30(13) of the Code.

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

“*FILOT Act*” shall mean, collectively, Title 12, Chapter 44 and Title 4, Chapter 29 of the Code, as amended through the date hereof.

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

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

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

“*Inducement Agreement*” shall mean that certain Inducement Agreement and Millage Rate Agreement by and between the County and the Company dated as of December 31, 2013.

“*Infrastructure Costs*” shall mean the costs of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project, and the improved and unimproved real property, buildings, and structural components of buildings and personal property, including machinery and equipment (all as described in Section 4-29-68(A)(2)(i)(a) and (b) of the Code), used in the operation of the Project.

“*Initial Investment Period*” shall mean the period beginning with the first day that Economic Development Property comprising part of the Project is purchased or acquired and ending December 31, 2019, the date that is five (5) years after the Commencement Date.

“*Investment Period*” shall mean the combined Initial Investment Period and Extended Investment Period, beginning with the first day that Economic Development Property comprising part of the Project is purchased or acquired and ending December 31, 2024.

*“Joint-County Industrial and Business Park Act”* shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

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

*“Minimum Investment”* shall have the meaning given to such term under Section 12-44-30(14) of the FILOT Simplification Act.

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

*“Net FILOT Revenues”* shall mean the FILOT Revenues minus the partner county fee paid to Greenville County, South Carolina under the Park Agreement.

*“Non-Economic Development Property”* shall mean that portion of the Project consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) property not placed in service during the Investment Period; (iii) Existing Property; and (iv) any other property which fails or ceases to qualify for Negotiated FILOT Payments.

*“Park”* shall mean a joint county industrial and business park established pursuant to Article VIII, Section 13 of the Constitution of the State and Section 4-1-170 of the Code.

*“Park Agreement”* shall mean an agreement for the development of a joint-county industrial and business park by and between the County and one or more other counties to create or expand a Park, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code.

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

*“Project”* shall mean, in connection with the Company’s manufacture and production and distribution of products in the County and only to the extent such items are either placed in service during the Investment Period or qualify as Replacement Property: (i) all buildings, structures, fixtures, and appurtenances which now exist or which are now under construction or are to be constructed on the Land in whole or in part during the Investment Period, including any air conditioning and heating systems (which shall be deemed fixtures); and (ii) the Equipment; and, as to all other investments in the Project, shall mean the Non-Economic Development Property. The Project property shall consist of Economic Development Property so identified by the Company in connection with its annual return to the Department of Revenue on a Form PT-300, or comparable

form, and with such schedules as the Department of Revenue may provide in connection with projects subject to the FILOT Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period and Non-Economic Development Property.

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

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

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

*“Special Source Revenue Credit”* or *“Special Source Revenue Credits”* shall mean one or more credits against FILOT Payments to the County by the Company pursuant to Section 5.02 hereof, authorized by Section 4-1-175 of the Joint-County Industrial and Business Park Act and Sections 4-29-68 and 12-44-70 of the FILOT Act, and in the amounts provided in Section 5.02 hereof.

*“Sponsor”* shall have the meaning set forth in the FILOT Act, and shall mean the Company, and any Sponsor Affiliates, as defined in the FILOT Act.

*“Sponsor Affiliate”* shall have the meaning set forth in the FILOT Act.

*“State”* shall mean the State of South Carolina.

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

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

*“Threshold Date”* shall mean December 31, 2019.

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

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

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

(b) The County, based on representations of the Company, has determined that the Project will subserve the purposes of the FILOT Act, and has made all other findings of fact required by the FILOT Act in connection with the undertaking of the Project.

(c) By proper action by the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

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

(e) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority which would materially adversely affect the validity or enforceability of this Agreement; provided, however, that no representation is made by or on behalf of the County as to the validity or enforceability of this Agreement.

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the FILOT Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property, including the Land.

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

(a) United Compost & Organics, Inc. (d/b/a Foxfarm Soil & Fertilizer Company) is a California corporation and GOGO, LLC, is a South Carolina limited liability company; both have all

requisite power to enter into this Agreement; and by proper action have been duly authorized to execute and deliver this Agreement.

(b) The Company intends to operate the Project primarily for the purposes of manufacturing and distributing, and for other lawful purposes.

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

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

(e) The Company shall place in service the first phase of the Economic Development Property portion of the Project during its fiscal year ending December 31, 2014.

(f) The Company and any Sponsor Affiliate, if applicable, shall expend Six Million Nine Hundred Eighty Five Thousand Dollars (\$6,985,000), but not less than Five Million Dollars (\$5,000,000) in the County for Costs of the Project and create approximately twenty-seven (27), but not less than seventeen (17) new, full-time equivalent jobs, with benefits, at the Project site during the Initial Investment Period.

### ARTICLE III

#### UNDERTAKINGS OF COUNTY

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

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

**SECTION 3.03. Execution of Lease.** If necessary, the parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the FILOT Simplification Act. Notwithstanding any other provision of this Agreement, in the event that a court of competent jurisdiction holds that the FILOT Simplification Act is unconstitutional or that this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect or should the parties mutually determine that there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then the County, in accordance with Section 12-44-160 of the FILOT Act, upon the conveyance of title to the Project to the County at the expense of the Company, and to the extent permitted by law, agrees to lease, at the expense of the Company, the Project to the Company pursuant to the Streamlined FILOT Act. Any such lease shall contain such terms and conditions as are mutually-agreeable to the parties which shall include, but not be limited to: (1) full, complete, environmental indemnity by the Company in favor of the County; (2) suitable provisions for acquisition of the entire Project or part thereof for the consideration of \$1.00 at the completion or earlier termination of the lease if all terms and provisions of the lease have been met; and (3) to the extent applicable to a lease agreement permitted under the FILOT Act, the same or substantially same provisions set forth in this Agreement. Any such conveyance and lease shall additionally be subject to receipt by the County of evidence reasonably satisfactory to the County that no environmental contamination exists with respect to the property being conveyed and leased. The Company acknowledges that any such sale/leaseback arrangement may not preserve the benefits of the Streamlined FILOT Act with respect to any portion of the Project placed in service prior to the effective date of any such sale/leaseback arrangement with the County, to the extent that the effective date of such sale/leaseback arrangement is later than December 31 of the Company's tax year in which such portion of the Project is placed in service. However, the County agrees that it will, at the expense of the Company, and to the extent permitted by the FILOT Act, assist in efforts by the Company to have any such Economic Development Property included within the sale/leaseback arrangement under the Streamlined FILOT Act due to the fact that such Economic Development Property will never have been subject to normal *ad valorem* taxation, but instead, will always have been subject to a fee-in-lieu of tax pursuant to a Park Agreement between the County and a partner county, established pursuant to Section 4-1-170 of the Code.

**SECTION 3.04. Joint-County Industrial and Business Park.** The Project will be located on property which is to be designated as part of a Park Agreement executed and entered into by and between the County and Greenville County, South Carolina. However, to the extent such Park Agreement is no longer effective or will terminate prior to the end of the term provided for the Special Source Revenue Credit in Section 5.02 hereof, the County shall use its best efforts to have the Project site(s) included within a Park by entering into or amending a Park Agreement to include the Project and the other property of the Company located on the Land, and to undertake and execute those procedures and documents necessary for the creation or expansion of such Park, and to keep the Project site(s) in such Park or any other Park of the County during the term of such Special Source Revenue Credit. Further, the County shall use its best efforts and endeavor to work with one or more contiguous counties (and, to the extent the Project site(s) is located within the corporate limits of a municipality, will work with such municipality) to establish or maintain such Park in accordance with the terms of this Agreement, and, in any event, to use its best efforts to keep the



Project site(s) as part of such Park or any other Park of the County throughout such term.

## **ARTICLE IV**

### **INVESTMENT BY COMPANY IN PROJECT; JOBS CREATION; MAINTENANCE AND MODIFICATION OF PROJECT**

#### **SECTION 4.01. Acquisition by Construction and Purchase of Project; Jobs Creation.**

(a) The Company and any Sponsor Affiliate hereby agree to expend upon the Cost of the Project an expected Six Million Nine Hundred Eighty Five Thousand Dollars (\$6,985,000), but not less than Five Million Dollars (\$5,000,000) during the Initial Investment Period. The Company shall use its best efforts to cause such acquisition as promptly as is, in the Company's sole judgment, practicable. The Company further expects to create approximately twenty seven (27), but agrees to create not less than seventeen (17) new, full-time equivalent jobs, with benefits, at the Project site during the Initial Investment Period.

(b) Pursuant to Section 12-44-30(13) of the Code, the County hereby approves, pre-approves, and grants to the Company an extension of five (5) years beyond the Threshold Date within which the Company and any Sponsor Affiliate may invest additional property in the County to complete the Project and have such additional property treated as Economic Development Property, if, by the end of the Initial Investment Period, at least Five Million Dollars (\$5,000,000) has been invested in the Project by the Company and any Sponsor Affiliates, if applicable, and at least seventeen (17) new, full-time equivalent jobs, with benefits, have been created at the Project site during the Initial Investment Period.. Accordingly, the Investment Period shall end on December 31, 2024 if the Company and any Sponsor Affiliates, if applicable, invest at least Five Million Dollars (\$5,000,000) and the Company creates at least seventeen (17) new, full-time equivalent jobs, with benefits, at the Project site during the Initial Investment Period.

(c) The Company shall retain title to the Project throughout the Term of this Agreement.

**SECTION 4.02. Maintenance of Project.** The Company at its own expense during the Term of this Agreement will keep and maintain the Project in good operating condition. The Company will promptly make, or cause to be made, all repairs, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, that are necessary to keep the Project in good and lawful order and in good operating condition (wear and tear from reasonable use excepted) whether or not such repairs are due to any laws, rules, regulations, or ordinances hereafter enacted which involve a change of policy on the part of the government body enacting the same.

#### **SECTION 4.03. Modification of Project.**

(a) As long as no Event of Default exists hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may, at its own expense, add to the Project all such real and personal property as the Company in its discretion deems useful or desirable.

(ii) In any instance where the Company in its discretion determines that any items included in the Project have become inadequate, obsolete, worn-out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County. The Company may sell, lease, or otherwise dispose of any portion of the Land, in which event the Company shall deliver to the County, within 30 days thereafter, a new EXHIBIT "A" to this Agreement.

(b) No release of Project property effected under the provisions of Section 7.01 or 7.02 hereof or of this Section 4.03 shall entitle the Company to any abatement or diminution of the amounts payable by the Company hereunder except the FILOT payments as specified in Section 5.01(d) hereof.

#### **SECTION 4.04. Records and Reports.**

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

Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company that support the FILOT returns of the Company as may be reasonably necessary to verify the calculations of the FILOT Payments by the Company.

(b) Notwithstanding any other provision of this Section 4.04, the Company may designate with respect to any Filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law, including, but not limited to, the South Carolina Freedom of Information Act.

(c) Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents with regard to the Project, while this Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner



to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

(d) Any actions to be undertaken or instruments to be executed by the Company under this Agreement may be undertaken or executed by an Authorized Company Representative.

## ARTICLE V

### PAYMENTS IN LIEU OF TAXES; SPECIAL SOURCE REVENUE CREDITS

#### **SECTION 5.01. Payments in Lieu of Taxes.**

(a) In accordance with the FILOT Act, the parties hereby agree that, during the Term of the Agreement, the Company shall pay with respect to the Project annually a FILOT in the amount calculated as set forth in paragraph (b) below, on or before January 15 of the year following the first calendar year after the close of the accounting period regularly employed by the Company for income tax purposes and in which accounting period a portion of the Project was first placed in service, and at the places, in the manner, and subject to the penalty assessments as prescribed by the County or the Department of Revenue for *ad valorem* taxes.

(b) The FILOT Payment due with respect to each property tax year shall equal, to the extent permitted by law, the sum of: (i) with respect to any portion of the Project consisting of undeveloped land or Non-Economic Development Property, a payment equal to the taxes that would otherwise be due on such undeveloped land or Non-Economic Development Property were it taxable; (ii) with respect to those portions of the Project (other than undeveloped land and Non-Economic Development Property) placed in service during the Investment Period, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) through (e) below (a "Negotiated FILOT"); and (iii) with respect to increments of the Project constituting Economic Development Property after such 30-year period, a payment equal to the *ad valorem* taxes then due on such property taking into account any exemption allowed by the law. With respect to clause (ii) above, there shall be excluded any Released Property and any other portion of the Project which ceases to qualify for a FILOT hereunder or under the FILOT Act, subject to the continuing requirement to maintain a minimum of Five Million Dollars (without regard to depreciation) in the Project once the Investment Period has ended.

(c) (i) The Negotiated FILOT Payment with respect to any property tax year shall be calculated in accordance with subparagraph (c)(ii) or (c)(iii) below.

(ii) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value of real property (using the original

income tax basis for South Carolina income tax purposes without regard to depreciation) and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes); (2) a millage rate, for all taxing entities within whose taxing jurisdiction the Project falls, of the millage rate for the Project site on June 30, 2013, which the Parties hereto believe to be 306.7 mills, and (3) an assessment ratio of six percent (6%). The millage rate and the assessment ratio shall remain fixed for the duration of this Agreement, except as otherwise provided herein. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State and the exemption allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(iii) If taxes on real and personal property shall be abolished in the County or in the State, the Company may terminate this Agreement immediately without further obligation other than to make any payments due hereunder at the time of termination, if any.

(d) Subject, always to the statutory requirement to maintain Minimum Investment in the Project in order to maintain the FILOT approved hereby, the FILOT Payments are to be recalculated: (i) to reduce such payments in the event the Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code, as provided in Section 4.03, by the amount thereof applicable to the Released Property; provided, however, that any disposal of Released Property need not result in a recalculation of the FILOT Payments unless the Company so elects; or (ii) to increase such payments in the event the Company adds property (other than Replacement Property) to the Project. Notwithstanding the foregoing, to the extent that any Special Source Credit is used as payment for Equipment and the Equipment is removed from the Project at any time during the life of the FILOT, the amount of the FILOT Payments due on the Equipment for the year in which the Equipment was removed from the Project also shall be due for the two years immediately following the removal; to the extent that any Special Source Credit payment amounts were used for both real property and Equipment or infrastructure and Equipment, all amounts will be presumed to have been first used for Equipment; and if Equipment is removed from the Project but is replaced with qualifying replacement property, then the Equipment will not be considered to have been removed from the Project.

(e) Upon the Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company, such Replacement Property shall become subject to FILOT Payments to the extent permitted by the FILOT Act.

(f) In the event that the Company and any Sponsor Affiliate have not invested at least Five Million Dollars (\$5,000,000) and at least seventeen (17) new, full-time equivalent jobs, with benefits, have not been created at the Project site before the Threshold Date, the portions of the Project previously subject to Negotiated FILOT shall revert retroactively to normal *ad valorem* tax treatment, taking into account and calculating appropriate reductions for all applicable exemptions and allowable depreciation permitted by law, and the unpaid fees due thereby (the difference between

the fees actually paid (taking into account all Special Source Revenue Credits received by the Company) and normal *ad valorem* tax payments which would have been paid, subject to Section 5.02, hereof)), if any, shall be subject to interest as provided in Section 12-54-25 of the Code.

(g) Any amounts due to the County under this Section 5.01 by virtue of the retroactive application of Section 5.01(f) hereof shall be paid within ninety (90) days following written notice thereof from the County to the Company.

#### **SECTION 5.02. Special Source Credits.**

(a) The Company agrees to pay, or cause to be paid, all Infrastructure Costs as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Infrastructure Costs shall equal or exceed the cumulative dollar amount of the Special Source Revenue Credits received by the Company.

(b) Pursuant to Section 4-1-175 of the Joint-County Industrial and Business Park Act and Sections 4-29-68 and/or 12-44-70 of the FILOT Act, the County approves the granting of a thirty-five percent (35%) Special Source Revenue Credit ("SSRC") against Net FILOT Revenues for the FILOT portion of the Project in the Park for the first five (5) years that such payments are made, provided the Company and any Sponsor Affiliates invest at least Four Million Eight Hundred Eighty-Nine Thousand Five Hundred Dollars (\$4,889,500) and create at least seventeen (17) new, full-time equivalent jobs, with benefits, at the Project site by the end of the Company's third tax year following the tax year (2014) in which the initial investments are made in the Project. If the Four Million Eight Hundred Eighty Nine Thousand Five Hundred Dollars (\$4,889,500) capital investment requirement is met, but the jobs creation requirement set forth in this paragraph is not met by the end of the Company's third (3<sup>rd</sup>) tax year following the tax year (2014) in which the initial investments are made in the Project, the SSRC will drop to Twenty percent (20%), and will end altogether if that jobs creation requirement is not met by the end of the Company's fourth (4<sup>th</sup>) tax year following the tax year (2014) in which the initial investments are made in the Project. If the jobs creation requirement set forth in this paragraph is met, but the Four Million Eight Hundred Eighty Nine Thousand Five Hundred Dollars (\$4,889,500) capital investment requirement is not made by the end of the Company's third (3<sup>rd</sup>) tax year following the tax year (2014) in which the initial investments are made in the Project, the SSRC will drop to Fifteen percent (15%), and will end altogether if that investment requirement is not met by the end of the Company's fourth (4<sup>th</sup>) tax year following the tax year (2014) in which the initial investments are made in the Project. If neither the jobs creation requirement nor the Four Million Eight Hundred Eighty Nine Thousand Five Hundred Dollars (\$4,889,500) capital investment requirement are met by the end of the Company's third (3<sup>rd</sup>) tax year following the tax year (2014) in which the initial investments are made in the Project, the SSRC will drop to Fifteen percent (15%), and will end altogether if neither requirement is met by the end of the Company's fourth (4<sup>th</sup>) tax year following the tax year (2014) in which the initial investments are made in the Project. No rebate of incentives already received will be required in any event. Should either the jobs creation requirement or the investment requirement, once the SSRC is lowered or ended, is met, during the term of the SSRC, the remainder of the SSRC will be reinstated for the remainder of the original SSRC term at the original SSRC amount. No lost SSRC may be collected, in any event.

In addition to the SSRC set forth in the preceding paragraph, commencing with the first Fee Payment by the Company due with respect to the property tax year in which Project property is initially placed in service (2014), and continuing for up to twenty nine (29) consecutive annual Fee Payments thereafter (for a total of up to thirty (30) annual Fee Payments), the County shall hereby provide an additional infrastructure credit (the "Additional Infrastructure Credit") of forty percent (40%) of the Net FILOT Revenues (as defined herein) made by the Company and all Sponsor Affiliates on behalf of the Project in the Park, pursuant to the Park Agreement, which is subject to 10.5% assessment ratio and is not already receiving either the manufacturing abatement under Section 12-37-220 of the Code, the SSRC or an existing infrastructure credit, or a negotiated FILOT arrangement under Section 4-29-67, Section 4-12-10, *et. seq.* or Section 12-44-10 *et. seq.*, South Carolina Code, 1976, as amended, subject to the following limitations and requirements: (1) as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the SSRC and Additional Infrastructure Credit received by the Company, (2) the Company shall not claim total or partial abatement of *ad valorem* property taxes as to any property for which an SSRC or Additional Infrastructure Credit is given, (3) once the Company has realized and received the Additional Infrastructure Credit for a total of thirty (30) consecutive annual fee payments, the Additional Infrastructure Credit provided hereunder shall end, and (4) if neither the jobs creation requirement (seventeen (17) new, full-time equivalent jobs, with benefits, have been created at the Project site) nor the Four Million Eight Hundred Eighty Nine Thousand Five Hundred Dollars (\$4,889,500) capital investment requirement are met by the end of the Company's fourth (4th) tax year following the tax year (2014) in which the initial investments are made in the Project, the Additional Infrastructure Credit will end.

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

## ARTICLE VI

### PAYMENT OF EXPENSES BY COMPANY

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

same. The Company shall also pay all usual and reasonable attorneys fees incurred by the County in connection with this Agreement, the Inducement Agreement and all other related documents necessary to provide the Company with the incentives provided herein and therein.

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

## ARTICLE VII

### CASUALTY AND CONDEMNATION

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

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

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

## ARTICLE VIII

### PARTICULAR COVENANTS AND AGREEMENTS

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

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

**SECTION 8.03. Limitation of Pecuniary Liability for County.** Anything herein to the contrary notwithstanding: (a) the Project gives rise to no pecuniary liability of the County or charge against its general credit or taxing powers; (b) any obligation of the County created by or arising under the Agreement shall be a limited obligation of the County, payable by the County solely from the proceeds derived hereunder and shall not under any circumstances be deemed to constitute a general obligation of the County under the meaning of any constitutional or statutory limitation; and (c) the County may require as a condition to the participation by it with the Company in any contests or in obtaining any license or permits or other legal approvals a deposit by the Company of such amount as reasonably determined by the County to be appropriate to assure the reimbursement to the County of the costs incurred by it in such participation, with any amount of such deposit in excess of such costs to be returned to the Company; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance or any other remedy available at law or in equity.

**SECTION 8.04. Maintenance of Existence.** The Company covenants that any alteration of its separate existence, dissolution, consolidation, merger, transfer, or disposition of substantially all of its assets to any other entity shall be done in accordance and compliance with the Transfer Provisions. The Company may permit one or more other Affiliates to consolidate or merge into it without the consent of the County, provided no default shall have occurred and be continuing at the time of such proposed transaction or would result therefrom.



#### **SECTION 8.05. Indemnification Covenants.**

(a) The Company shall and agrees to indemnify and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm, company or legal entity arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, Company further, shall indemnify and save the Indemnified Parties harmless against and from all claims arising from any act, error or omission occurring during the Term from: (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Agreement, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, related to the Project, or (v) any environmental violation, condition, or effect of, upon or caused by the Project. Company shall indemnify, defend and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, Company shall defend it in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, corporation or other legal entity, arising out of the same, and all costs and expenses, including, but not limited to, attorneys fees, incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

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

## ARTICLE IX

### TRANSFERS; FINANCING ARRANGEMENTS

**SECTION 9.01. Transfers of Interest in Agreement and Economic Development Property; Transfers of Equity Interests; Financing Arrangements.** The Transfer Provisions shall apply to this Agreement and the Economic Development Property, except as otherwise provided in this Agreement. Pursuant to the Transfer Provisions, the County's prior approval or subsequent ratification of the transfer of this Agreement or any Economic Development Property to which this Agreement relates may be evidenced by a letter or other writing of the County Administrator. To the extent permitted by the Act, the County approves that equity interests in the Company may be transferred (directly or through merger, consolidation or other reorganization) to another Person at any time, with or without notice to the County; provided, however, that in the event of such a transfer, the Company shall maintain its legal existence and duly perform and comply with the terms of this Agreement. Pursuant to the Transfer Provisions, the Company may enter into lending, financing, security, leasing, or similar arrangements, or succession of such arrangements, with a financing entity concerning all or part of the Project at any time. Any release of liability of the Company in connection with any transfer shall be subject to the County's consent, not to be unreasonably withheld, and the County's consent to such release may be evidenced by a resolution adopted by the County Council of the County to that effect.

**SECTION 9.02. Relative Rights of County and Financing Entities as Secured Parties.** The parties acknowledge that the County's right to receive FILOT Revenues hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Code, and Chapters 4 and 54 of Title 12 of the Code. The County consents and agrees that its rights under this Agreement, except for its rights to receive FILOT Payments or any other amounts payable to the County hereunder, Administration Expenses and indemnification pursuant to Section 8.05, shall be subordinate to the rights of the secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional consent or action on the part of the County; provided, however, that the County hereby agrees to, at the Company's expense, execute such agreements, documents, and instruments as may be helpful or reasonably required by such secured party or parties to effectuate or document such subordination. The County hereby authorizes the then-current County Administrator to execute such agreements, documents, and instruments as necessary or useful therefor.

## ARTICLE X

### TERM; TERMINATION

**SECTION 10.01. Term.** Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The



County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

**SECTION 10.02. Termination.** The Company may terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. This Agreement shall automatically terminate (subject to the provisions of Section 5.01(f) hereof) if the Company and any Sponsor Affiliate fail to invest at least Five Million Dollars (\$5,000,000) and at least seventeen (17) new, full-time equivalent jobs, with benefits, have not been created at the Project site by the Threshold Date, or if the Act and/or the FILOT are declared invalid or unenforceable.

## ARTICLE XI

### EVENTS OF DEFAULT AND REMEDIES

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

(a) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments under Section 8.05, Administration Expenses or any other amount payable hereunder, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default, the Company shall fail to proceed promptly to cure the same.

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

(i) declare immediately due and payable FILOT Payments, Administration Expenses, or any other amounts due hereunder;

(ii) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein;

(iii) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project; or

(iv) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

**SECTION 11.03. Application of Moneys Upon Enforcement of Remedies.** Any moneys received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings including reasonable attorneys fees; second, to pay Administration Expenses; and third, to pay the FILOT.

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

## ARTICLE XII

### MISCELLANEOUS

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

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

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

(a) As to County:

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

(b) As to Company:

United Compost & Organics, Inc. (d/b/a Foxfarm Soil & Fertilizer  
Company)  
Attn: Mr. Marc Powell  
1001 Lebanon Road  
Pendleton, SC 29670

GOGO, LLC  
ATTN: William S. Winer, Manager  
1001 Lebanon Road  
Pendleton, SC 29670

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

**SECTION 12.05. Entire Understanding.** This Agreement expresses the entire understanding and all agreements of the parties hereto with each other as to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

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

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

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

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

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

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

[Execution Pages Follow]

**ANDERSON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Tommy Dunn, Chairman ,County Council  
Anderson County, South Carolina

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

(SEAL)

ATTEST:

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

**UNITED COMPOST & ORGANICS, INC.  
(D/B/A FOXFARM SOIL & FERTILIZER  
COMPANY)**

Witness:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**GOGO, LLC**

Witness:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**EXHIBIT “A”**

**LAND DESCRIPTION**

United Compost & Organics, Inc. (d/b/a Foxfarm Soil & Fertilizer Company) and GOGO, LLC

**ORDINANCE NO. 2018-025**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PROPERTY IN THE CLEMSON RESEARCH PARK PURSUANT TO A LEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND ANDERSON COUNTY DEVELOPMENT PARTNERSHIP DATED JULY 14, 2006; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County, South Carolina (the “County”), by and through its County Council (the “County Council”) is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to lease, sell, or otherwise dispose of real and personal property.

**WHEREAS**, the County entered into a Lease Agreement with the Anderson County Development Partnership (a/k/a Innovate Anderson) dated July 14, 2006, with a term to expire on July 12, 2036;

**WHEREAS**, the Lease Agreement provides that the Tenant (Anderson County Development Authority) has the unconditional option to purchase all or any portion of the Clemson Research Park (a/k/a Clemson University Advanced Materials Center) prior to expiration of the full term of the Lease at any time and from time to time and for any reason or for no reason;

**WHEREAS**, the Anderson County Development Partnership has indicated its intent to exercise its option under the Lease to purchase the Clemson Research Park; and

**WHEREAS**, the County has entered into an Agreement with the City of Anderson and the Anderson County Development Partnership regarding the Anderson County Convention and Visitors Bureau, the County’s County Square Development, and the purchase by the Anderson County Development Partnership of the Clemson Research Park.

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

1. In accordance with the terms of the Lease Agreement between Anderson County and the Anderson County Development Partnership dated July 14, 2006, Anderson County will transfer any interest it has in the Clemson Research Park to the Anderson County Development Partnership or its successor.
2. The County Administrator is hereby authorized to execute any and all documents necessary to convey the County’s interest in the Clemson Research Park to the Anderson County Development Partnership.
3. Should any part or portion of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.



4. All Ordinances, Orders, Resolutions and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

This Ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

**ENACTED** in meeting duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ATTEST:**

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

\_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

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

**APPROVED AS TO FORM:**

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

First Reading: July 10, 2018

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

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

Public Hearing: \_\_\_\_\_



**ANDERSON  
COUNTY**  
SOUTH CAROLINA

**ADMINISTRATION POLICY/RULES COMMITTEE MEETING AGENDA**  
**Thursday, June 21, 2018 at 2:00 pm**  
**Historic Courthouse, 2<sup>nd</sup> Floor Conference Room**  
**101 South Main Street, Anderson, SC 29624**

**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

- 1. Call to Order** **Mr. Tom Allen**
- 2. Invocation and Pledge of Allegiance** **Mr. Ray Graham**
- 3. Executive Session- Contractual Matters Regarding Health Benefits**  
**Mr. Tom Allen**
- 4. Citizen Comments**
- 5. Adjournment**



**ANDERSON  
COUNTY**  
SOUTH CAROLINA

**AGENDA**  
**ADMINISTRATION POLICY/RULES COMMITTEE MEETING**  
**Monday, July 9, 2018 at 10:30am**  
**Historic Courthouse, 2<sup>nd</sup> Floor Conference Room**  
**101 South Main Street, Anderson, SC 29624**

**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

1. Call to Order: Mr. Tom Allen
2. Invocation and Pledge of Allegiance: Mr. Ray Graham
3. Retiree Health Reimbursement Plan Restatement- (Resolution 2018-035)
4. Executive Session- regarding salary adjustments
5. Citizen Comments:
6. Adjournment:

Members: Chairman, Tom Allen  
Honorable Tommy Dunn  
Honorable Ray Graham

**RESOLUTION NO. R2018-035**

**A RESOLUTION TO AMEND THE ANDERSON COUNTY DEFINED CONTRIBUTION RETIREE HEALTH REIMBURSEMENT PLAN; AND OTHER MATTERS RELATED THERETO.**

**(Re: Amendment to Anderson County Defined Contribution Retiree Health Reimbursement Plan)**

**WHEREAS**, Anderson County, South Carolina previously established and currently maintains the Anderson County Defined Contribution Retiree Health Reimbursement Plan (the “Retiree HRA Plan”), which originally was adopted effective as of July 1, 2009;

**WHEREAS**, subject to receiving the consent of the Benefits Administrator, Section 9.2 of the Retiree HRA Plan authorizes the County, through three readings of ordinance of its County Council, to change or amend the Retiree HRA Plan at any time and from time to time, which amendment may have retroactive or prospective effect;

**WHEREAS**, County Council now desires to amend the Retiree HRA Plan to clarify the entitlement of a surviving spouse and dependents in the event a participating retiree dies before his or her vested health account balance is depleted; and

**WHEREAS**, County Council has reviewed a proposed amended and restated Retiree HRA Plan and believes the approval and adoption of the same is in the best interest of the County.

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

1. The Retiree HRA Plan be amended and restated substantially in the manner and form set forth more fully on the attached Exhibit A to be effective as of the effective date set forth therein.

2. The County Administrator or his designee is authorized and empowered to execute on behalf of this County, any and all instruments, documents, certificates or other writings deemed by all or any one of them to be required, necessary, or convenient in order to effectuate the transactions described in the foregoing resolutions, including, but not limited to the amended and restated Retiree HRA Plan, and that such execution shall be solely effective to bind this County under the terms thereof, and to communicate the changes to the Retiree HRA Plan to participants and beneficiaries.

3. All such actions described herein taken by the County Administrator or any person authorized to act by him, which acts have been authorized by the foregoing resolutions, except that such acts were taken prior to the adoption or consent of such action, are hereby severally ratified, confirmed, approved and adopted as acts on behalf of this County.

4. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

5. Should any part or portion of this resolution be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such finding shall not affect the remainder of hereof, all of which is hereby deemed separable.

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

**RESOLVED** this 10<sup>th</sup> day of July, 2018, in meeting duly assembled.

**ATTEST:**

**FOR ANDERSON COUNTY**

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Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman  
Anderson County Council

---

Lacey A. Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
County Attorney

**Anderson County**  
**Defined Contribution Retiree Health Reimbursement Plan**

Amended and Restated  
Effective ~~January~~ as of July 1, 2009 ~~2018~~

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## Article I. Introduction

Effective as of July 1, 2018, the County amends and restates this Plan, originally effective as of January 1, 2009,~~the County establishes and adopts the Plan.~~ The Plan is maintained for the exclusive benefit of Retirees and is intended to constitute a medical reimbursement plan under Section 105(h) of the Code. The Plan sets forth the provisions governing operation and administration, specifies the amount of County Credits a Participant may receive, and describes the Medical Expenses that may be reimbursed from the Participant's Vested Health Account.

Coverage under the Plan shall take effect for an Eligible Retiree, as defined by the County. The Plan shall not provide coverage for any Medical Expenses incurred before eligibility requirements are met or after termination. Medical Expenses incurred before coverage terminates, and submitted within 60 days of the date coverage terminates, shall be covered under the Plan. A Medical Expense is incurred on the date the service or supply is furnished.

## Article II. Definitions

- 2.1. **"Benefits Administrator"** means the person, persons, or entity appointed by the Plan Administrator pursuant to Section 6.4.
- 2.2. **"Business Associate"** means an entity or person who performs a function involving the use or disclosure of Protected Health Information (PHI) on behalf of a covered entity (such as claims processing, case management, utilization review, quality assurance, billing) or provides services for a covered entity that require the disclosure of PHI (such as legal, actuarial, accounting, accreditation), including Benefits Consultants and Insurance Brokers.
- 2.3. **"Catch-Up Contribution"** means a catch-up contribution applied to a Retiree Health Reimbursement Account (RHRA) for each active employee who has achieved at least one year of full time service as of January 1, 2009. The catch-up contribution will be funded over a period of years.
- 2.4. **"Code"** means the Internal Revenue Code of 1986, as amended from time to time.
- 2.5. **"Compliance Committee"** means the County's Personnel Manager, Finance Manager, Finance Division Director, Principle Finance Analyst, and Benefits Coordinator.
- 2.6. **"County"** means Anderson County, a county government entity organized under the laws of South Carolina.
- 2.7. **"County Credit"** means the annual amount contributed to a Participant's Vested Health RHRA in accordance with Section 4.1.



- 2.8. **"Dependent"** means any person considered a dependent under the terms of the County Medical Plan.
- 2.9. **"Employee"** means (a) an individual employed by an Employer or (b) an individual formerly employed by an Employer who is receiving severance pay, provided a severance agreement or other arrangement allows such person's participation under the Plan. No independent contractor shall be treated by the County as an Employee during the period he or she renders service as an independent contractor. Any person retroactively or in any other way found to be a common law employee will not be eligible under the Plan for any period during which he or she was not considered an Employee of the County.
- 2.10. **"Employer"** means the County and any Affiliate, except any Affiliate or division thereof designated by the Plan Administrator as ineligible to participate under the Plan. As of the Plan's January 1, 2009 effective date the Anderson County Library and the Tenth Circuit Solicitor's Office are participating Affiliates. The Plan Administrator shall maintain a list of such ineligible Affiliates or divisions thereof.
- 2.11. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.
- 2.12. **"Participant"** means a Retiree who has properly met the retirement eligibility requirements set forth by the County.
- 2.13. **"Plan"** means the Anderson County Defined Contribution Retiree Health Reimbursement Plan set forth herein.
- 2.14. **"Plan Administrator"** means the County.
- 2.15. **"Plan Year"** means the twelve month period beginning 12:01 am on January 1, ~~2009~~.
- 2.16. **"Privacy Official"** means the individual responsible for the implementation and development of the County's privacy policies and procedures.
- 2.17. **"Retiree"** means any former Employee who terminates employment as a result of a Retirement (as defined by County Policy) and who continues to participate in the Plan pursuant to the terms hereof. A Retirement may include a disability or age/service based retirement.
- 2.18. **"Retirement Health Reimbursement Account (RHRA)"** means a retirement benefit established using the RHRA as the vehicle by which the funds contributed by the County are credited to the Participant's account for use upon retirement, as defined by the County.
- 2.19. **"Spouse"** means a Participant's lawful spouse, but does not include a person from whom a Participant is legally separated, unless otherwise specified in legal divorce or

separation documents.

- 2.20. **"Vested Health Account"** means the account maintained by the County for each Participant, which contains such Participant's accumulated County Credits. The Vested Health Account shall be a device utilized for the sole purpose of determining benefits and shall not constitute a separate fund of assets.

## Article III. Participation

### 3.1. Eligibility.

- 3.1.1. **Current Pre-65 Retirees Frozen Class** - Any current Retiree that is under the age of 65 years and/or their Spouse is eligible to be covered under the County Plan. This is a frozen class of retirees as of December 31, 2008. No other Employees will be able to retire and receive the Pre-65 RHRA contribution. Funds are eligible for use by Retiree, Spouse, and Dependents ~~until death of Retiree~~ as provided in this Plan. Retiree health insurance benefits for former County employees who have retired or will retire on or prior to December 31, 2008 will be invested in a Health Reimbursement Account (HRA) equivalent to at least the same amount as their current benefit as of December 31, 2008.
- 3.1.2. **Current Post-65 Retirees Frozen Class** - Any current Retiree that is age 65 or over and/or their Spouse is eligible to be covered under the County Plan. This is a frozen class of retirees as of December 31, 2008. No other Employees will be able to retire and receive the Post-65 RHRA contribution. Funds are eligible for use by Retiree, Spouse, and Dependents ~~until death of Retiree~~ as provided in this Plan. Retiree health insurance benefits for former County employees who have retired or will retire on or prior to December 31, 2008 will be invested in a Health Reimbursement Account (HRA) equivalent to at least the same amount as their current benefit as of December 31, 2008.
- 3.1.3. **Current Active Employees** - Employees will only be able to access their RHRA funds upon retirement and having completed the retirement eligibility requirements. These requirements are:
- Eligible to retire under the State Retirement System
  - For employees hired prior to 1/1/2009:
    - Completion of 5 years of full time continuous service
  - For employees hired on or after 1/1/2009:
    - Completion of 12 years of full time continuous service

## Article IV. County Credits

- 4.1. **Allocation of County Credits.** Each fiscal year of the County, the County shall determine an equal County Credit to allocate to each Participant in such amount as it,

in its sole discretion, shall determine. Subject to the conditions and limitations of the Plan, such County Credit shall be allocated to the Vested Health Account established and maintained for each Participant. Additionally, the County shall determine a one time catch-up contribution credit allocated to each Participant who has achieved at least one year of full time service as of July 1, 2009. The Vested Health Account shall be a device utilized for the sole purpose of determining benefits and shall not constitute a separate fund of assets for the retiree.

4.2. **Utilization of the Vested Health Account.**

- a) County Credits shall be used to reimburse or make payment to the Participant or on behalf of the Participant for Medical Expenses, as described in Supplement B and in accordance with IRS Code Section 213(d), which includes medical insurance premiums. A Participant shall be entitled to reimbursement or direct payment from his or her Vested Health Account for the Medical Expenses incurred once Vested Health RHRA is activated for use of the Retiree to the extent that such Medical Expenses do not exceed the amount credited to the Participant's Vested Health Account. During the Plan Year, the Participant may be reimbursed for Medical Expenses up to the full account balance. Medical Expenses shall be deemed to have been incurred in the Plan Year in which the applicable health care or coverage is provided and not the Plan Year in which the Participant is billed, charged for, or actually pays for such care.

## **Article V. Payment of Benefits**

- 5.1. **Payment of Benefits.** The Plan shall reimburse or make payment to the Participant or on behalf of the Participant from his or her Vested Health Account for Medical Expenses incurred during such Plan Year, provided that the Participant furnishes to the Plan Administrator, satisfactory evidence that such Medical Expenses have been incurred or paid by a Participant or Dependent.

Claims for Medical Expenses must be submitted on claim forms provided by the Plan Administrator and shall include all information requested on such form.

Reimbursement payments shall be made directly to the Participant as soon as practicable after approval thereof, or subject to the written direction of the Participant or covered Dependent, to the person or institution on whose charges a Claim is based.

- 5.2. **Non-Duplication of Benefits.** A Participant shall not be reimbursed for Medical Expenses under the Plan to the extent that such Medical Expenses are paid to or for the benefit of the Participant, or to or for the benefit of a Dependent, under the provisions of any other plan or insurance policy.
- 5.3. **Facility of Payment.** When a person entitled to benefits under the Plan is under a legal disability or, in the Plan Administrator's opinion, is in any way incapacitated so as

to be unable to manage his or her affairs, the Plan Administrator, in its sole discretion, may direct the payment of benefits to such person's legal representative, or to a relative or friend of such person for such person's benefit, or the Plan Administrator may direct the application of such benefits for the benefit of such person in such other manner as the Plan Administrator considers advisable. Any payment made in accordance with the preceding sentence shall be a full and complete discharge of any liability for such payment under the Plan.

## **Article VI. Administration of Plan**

- 6.1. **County to Administer the Plan.** The Plan shall be administered by the County. The County shall be the "Named Fiduciary" and the "Plan Administrator" within the meaning of ERISA. The County may delegate fiduciary responsibilities under the Plan to the extent permitted by ERISA.
- 6.2. **Powers of the Plan Administrator.** The Plan Administrator shall have the duties and powers necessary to administer the Plan properly, including, but not limited to, the following:
- a) To maintain all Plan records;
  - b) To file all required government reports and other documents;
  - c) To provide required disclosures to Participants;
  - d) To direct the Benefits Administrator to process claims;
  - e) To interpret the Plan, construe Plan terms, and decide questions and disputes, which interpretations, constructions, and decisions shall be conclusive for all purposes of the Plan;
  - f) To make factual determinations;
  - g) To determine eligibility for and the amount of benefits payable under the Plan;
  - h) To determine the status and rights of all persons who may be entitled to receive a benefit under the Plan;
  - i) To authorize the Benefits Administrator to make benefit payments to any person entitled to benefits under the Plan;
  - j) To obtain from the County, Participants, and others, such information as is necessary for the proper administration of the Plan;
  - k) To determine and establish the level of cash reserves, if any, as may be necessary, appropriate, or desirable to administer the Plan properly and

accomplish its objectives;

- l) To retain and pay the reasonable expenses of such legal, consulting, medical, accounting, clerical, and other assistance as it deems necessary or desirable to assist it in the administration of the Plan. The Plan Administrator shall be entitled to rely upon any information from any source assumed in good faith to be correct; and,
- m) To exercise any other authority necessary, appropriate, or helpful to manage and administer the Plan.

6.3. **Discretionary Authority.** Benefits under the Plan shall be paid only if the Plan Administrator decides in its discretion that the Claimant is entitled to them.

6.4. **Appointment of the Benefits Administrator.** The Plan Administrator shall appoint a Benefits Administrator to investigate and process claims for benefits. The Plan Administrator shall indemnify the Benefits Administrator for any liability arising from the operation or servicing of the Plan, unless such liability results from gross negligence or willful misconduct on the part of the Benefits Administrator.

## Article VII. Survivorship

7.1 **Survivorship Continuation Coverage.** ~~If a Retiree dies, the remaining balance in his Vested Health RHRA will be forfeited, effective the day after death.~~ Upon the death of a Retiree, no additional Company Credits shall be made to the Retiree's Vested Health Account. However, unless an election for continuation coverage is made pursuant to applicable federal law, effective for deaths occurring during or after the 2018 calendar year, the Retiree's surviving Spouse and any Dependents, may continue to use any balance in the deceased Retiree's Vested Health Account for Medical Expenses until the balance is zero, provided they pay a reasonable administrative fee and continue to meet the definition of Spouse and Dependent as herein set forth.

These Survivorship Continuation Coverage provisions do not create a vested benefit. The County reserves the right to discontinue or modify Survivorship Continuation Coverage at any time.

## Article VIII. Miscellaneous Provisions

8.1 **Assignment of Benefits.** No person may assign benefits otherwise payable to such person. Except as required by law, no benefit payable at any time under the Plan shall be assignable or transferable, or subject to any lien, in whole or in part, either directly or by operation of law, or otherwise, including, but not by way of limitation,



execution, levy, garnishment, attachment, pledge, bankruptcy, or, in any other manner, and no benefit payable under the Plan shall be liable for, or subject to, any obligation or liability of any covered person. If any person entitled to a benefit under the Plan attempts to alienate, sell, transfer, assign, pledge, or otherwise impede a benefit or any part, or if by reason of his or her bankruptcy or other event happening at any time, a benefit devolves upon anyone else or would not be enjoyed by him or her, then the Plan Administrator in its discretion, which will be exercised uniformly by treating individuals in similar circumstances alike, may terminate his or her interest in any such benefit and hold or apply it to or for his or her benefit or the benefit of his or her Dependents, in a manner the Plan Administrator may deem proper.

- 8.2 Information to Be Furnished.** Participants and covered Dependents shall provide such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of administration of the Plan.
- 8.3 Limitation of Rights.** Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any person any legal or equitable right against the County, except as provided herein.
- 8.4 Plan Not Contract.** The Plan shall not be deemed to be a contract between the County and any Employee or to be a consideration or an inducement for the employment of any Employee. No Employee shall acquire any right to be retained in the County's employ by virtue of the Plan, nor, upon his or her dismissal or upon his or her voluntary termination of employment, shall he or she have any right or interest in the Plan other than as specifically provided herein. Except to the extent required by law, the County shall not be liable for the payment of any benefit provided for herein; all benefits hereunder shall be payable only from the Plan, and only to the extent that the Plan has been allocated sufficient assets.
- 8.5 Covered Persons Responsibilities.** Each Participant and covered Dependent is responsible for providing the Plan Administrator with his or her current address. Any notices required or permitted to be given shall be deemed given if directed to such address and mailed by regular United States mail. Neither the Plan Administrator nor the Benefits Administrator shall have any obligation or duty to locate a Participant or covered Dependent. If a Participant or covered Dependent becomes entitled to a payment under the Plan and it cannot be made because (a) the current address is incorrect, (b) the Participant or covered Dependent does not respond to the notice sent to the current address, (c) there are conflicting claims to such payment, or (d) any other reason, the amount of such payment, if and when made, shall be that determined under the terms of the Plan, without interest.
- 8.6 Governing Law.** The Plan shall be ~~governed by and~~ construed according to ERISA, the Code, and the laws of the State of South Carolina, to the extent South Carolina law does not conflict with the Code and ERISA, and to the extent South Carolina law is not preempted by ERISA.



- 8.7 Severability.** In the event any portion of the Plan is declared by a court of competent jurisdiction to be void, said portion shall be deemed severed from the remainder of the Plan, and the balance of the Plan shall remain in full force and effect.
- 8.8 Participant Litigation.** In any action or proceeding involving the Plan, Employees, former Employees of the County, or any other person having or claiming to have an interest in the Plan, shall not be necessary parties to such action or proceeding and shall not be entitled to any notice or process thereof, except as required by applicable law. Any final judgment which is not appealed or appealable that may be entered in any such action or proceeding shall be binding and conclusive upon the parties hereto and upon all persons having or claiming to have any interest in the Plan. To the extent permitted by law, if a legal action is begun against the County or any other entity providing benefits under the Plan by or on behalf of any person, and such action results adversely to such person or, if a legal action arises because of conflicting benefit claims, the cost to the County, or such other entity of defending the action will be charged to the sums, if any, which were involved in the action or were payable to the Participant, covered Dependent, or other person concerned. To the extent permitted by applicable law, an election to become a Participant under the Plan shall constitute a release of the County and its agents from any and all liability and obligation not involving willful misconduct or gross neglect.
- 8.9 Mistake of Fact.** Any mistake of fact or misstatement of fact shall be corrected when it becomes known and proper adjustment made by reason thereof.
- 8.10 Withholding for Taxes.** Notwithstanding any other provision of the Plan, the County or the Benefits Administrator may withhold from any payment to be made under the Plan such amount or amounts as may be required for purposes of complying with the tax withholding provisions of the Code, any state's income tax act, or any applicable similar laws.
- 8.11 Plan Expenses.** The expenses incurred in connection with administering the Plan shall be paid by the County. The County, as a condition of continued Plan Participation, may require Participants to reimburse it in whole or in part for such expenses.
- 8.12 Discrimination Rules.** In the case of highly compensated individuals (as defined in Section 105(h)(5) of the Code), benefits under the Plan shall not discriminate in favor of (a) highly compensated individuals as to eligibility to participate or (b) highly compensated individuals as to contributions and benefits.
- 8.13 Affiliated Employers.** The terms "County" and "Employee" in the Plan shall include all Employers (the County and participating Affiliates (see Plan Section 2.10)) and all Employers' Employees; provided, however, that the term "County" shall not include any entity other than the County where used in Article VI of the Plan, this Section 8.13, or Sections 9.2 and 9.3. The County shall have the sole right to amend or terminate the Plan and shall act as the agent for each Employer for all purposes of

administration thereof. Any Employee that transfers from the County to an Affiliate or transfers from an Affiliate to the County with no lapse in employment, will be treated as a transfer from one department to another within the County, and not treated as a termination and rehire. Therefore, in the foregoing circumstance, all benefits accrued in a Retiree Health Reimbursement Account will transfer with the Employee when transferring between the County and an Affiliate where there is no break in service.

## **Article IX. Funding, Amendment and Termination of the Plan**

**9.1 Participants' and Dependents' Rights Unsecured.** The right of a Participant, or a Participant's Dependent, or a designated beneficiary, to receive a benefit hereunder, shall be an unsecured claim against the general assets of the County and none of the Participant, a Participant's Dependents, and his or her designated beneficiaries shall have any rights in any amount allocated for his or her benefit under the terms of the Plan, or any other specific assets of the County. All amounts allocated pursuant to the terms of the Plan shall constitute general assets of the County and may be disposed of by the County at such time and for such purpose as it may deem appropriate. Benefits payable pursuant to the terms of the Plan shall be paid solely as required out of the general assets of the County.

**9.2 Amendment.** With the consent of the Benefits Administrator, the County, through three readings of ordinance of its County Council, reserves the right at any time and from time to time to change or amend, in whole or in part, any or all of the provisions of the Plan. Any such amendment may have retroactive or prospective effect.

**9.3 Termination.** Although the County has established the Plan with the bona fide intention and expectation that it will be permanent, the County is not and shall not be under any obligation or liability whatsoever to continue any allocation or to maintain the Plan for any given length of time. With notification to the Benefits Administrator, the County may in its sole and absolute discretion, discontinue County Credits to or terminate the Plan at any time without liability for such discontinuance or termination upon County Council approval.

## **Article X. Provisions Concerning Protected Health Information**

**10.1 General.** The Department of Health and Human Services has issued Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), effective April 14, 2003 or April 14, 2004, that govern the manner in which the Plan must handle Protected Health Information. "Protected Health Information" means individually identifiable health information related to a Plan Participant or Dependent. This Article shall be effective as of the date that the Privacy Standards become effective with regard to the Plan by operation of law.

**10.2 Permitted Uses and Disclosures.** The Plan may use and disclose Protected Health Information to carry out payment and health care operations without consent or authorization. If the Plan must use and disclose Protected Health Information for purposes other than payment or health care operations, patient authorization for such

use or disclosure shall be required, unless such use or disclosure is expressly permitted by the Policies and Procedures Regarding Protected Health Information related to the Plan or the Privacy Standards.

**10.3 Disclosures to the County.** The Plan may disclose Protected Health Information to the County to the extent that such disclosure is permissible under law, but, prior to any such disclosure, the County shall certify that (a) the Plan documents have been amended as required by the Privacy Standards and (b) the County has agreed to certain conditions set forth in the Privacy Standards regarding the use and disclosure of that Protected Health Information.

**10.4 Adequate Separation.** There shall be adequate separation between the Plan and the County to help ensure that only persons involved in Plan administration have access to Protected Health Information. Only members of the Compliance Committee and its counsel, the Plan Administrator, and the Benefits Administrator shall have access to Protected Health Information created under the Plan. Access to and use by such persons shall be restricted to the plan administration functions that the County performs for the Plan.

The Plan or the County has retained one or more persons or entities that receive Protected Health Information in the ordinary course of business performed on behalf of the Plan. Such persons or entities, known in the Privacy Standards as "Business Associates," shall enter into agreements with the Plan governing their obligations under the Privacy Standards.

**10.5 Unauthorized Use or Disclosure.** The improper use or disclosure of Protected Health Information by an Employee of the County shall be governed by the Policies and Procedures Regarding Protected Health Information related to the Plan. The terms of the applicable Business Associate Agreement shall address non-compliance with the Privacy Standards by a Business Associate.

**10.6 Special Amendatory Authority.** The Privacy Official appointed by the Compliance Committee pursuant to the Privacy Standards shall be authorized to make and execute any amendment to this Article that such Privacy Official deems necessary or appropriate.

IN WITNESS WHEREOF, the County has caused the amended and restated Plan, effective ~~January~~July 1, ~~2009~~2018 to be executed in its name and behalf on the \_\_\_\_\_ day of \_\_\_\_\_, ~~200~~2018, by its officer thereunto duly authorized.

ANDERSON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
W. Russell Burns, County Administrator

Title: \_\_\_\_\_

## Supplement A - Medical Expenses

A-1. Medical Expenses means amounts paid by a Participant for Medical Care of himself or herself or any Dependent, to the extent such payment is not provided for under any other source, including any insurance policy or policies, or under any other accident or health plan including a Flexible Spending Arrangement as defined in Proposed Regulation Section 1.125 2, Q&A 7(c), or any successor Regulation, or wage or salary continuation plan, and to the extent such amounts are not taken as a deduction on the Participant's income tax return. If there is such a policy or plan in effect providing for payment of such Medical Care in whole or in part, then to the extent of the coverage under such policy or plan, reimbursement shall not be made out of the Vested Health Account of the Participant. "Medical Care" shall have the meaning set forth in Section 213(d) of the Code, including any regulations, rulings, statements and releases issued thereunder.

A-2. Examples of Covered Medical Expenses. Covered Medical Expenses may include:

- acupuncture;
- alcoholism, treatment of;
- ambulance charges;
- artificial limb;
- birth control pills;
- braille books and magazines;
- car, equipment for the handicapped;
- chemotherapy;
- chiropractors;
- Christian Science practitioners;
- contraceptives, prescribed;
- co-payments, medical;
- contact lenses;
- cosmetic surgery, for deformity only;
- crutches;
- deductibles, insurance;
- dental treatment;
- dentures;
- diagnostic fees;
- doctor's fees;
- drug addiction, treatment of;
- eye examinations;
- eyeglasses;
- family counseling (medical only);
- GYN exam;
- guide dog;
- hair transplants, due to affliction;
- hearing aids;

hearing exam;  
hospital services;  
immunizations;  
Indian medicine man;  
insulin;  
insurance premiums;  
laboratory fees;  
lead-based paint removal;  
learning disability;  
legal fees, medically related;  
medicines;  
medical equipment;  
mentally retarded, special home for;  
nursing care;  
nursing home;  
nursing services;  
obstetrical expenses;  
operations;  
optometrist;  
orthodontia;  
osteopaths;  
oxygen;  
pap smear;  
prescription sunglasses;  
physical exams;  
prosthesis;  
psychologist;  
psychiatric care;  
sanitarium;  
schools, medically necessary;  
sexual dysfunction, treatment of;  
smoking cessation program;  
special education tuition;  
sterilization;  
surgery;  
telephone, for the deaf;  
television, for the deaf;  
therapy;  
transplants, organ;  
tuition fees, medically related;  
vasectomy;  
vitamins, prescribed;  
wheel chair;  
wigs, for medical condition; and  
x-ray fees.



A-3. Examples of Non-Reimbursable Medical Expenses. Examples of non-reimbursable expenses include:

cosmetic surgery;  
marriage counseling;  
health club dues;  
electrolysis;  
health care aids, purchased without a prescription; or  
any expense denied by the County Medical Plan as an Ineligible Expense.

<p align="center"><b>Summary report:</b>  <b>Litéra® Change-Pro 10.0.0.20 Document comparison done on 7/2/2018</b>  <b>9:22:06 AM</b></p>	
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## **Anderson County**

### **Defined Contribution Retiree Health Reimbursement Plan Summary Plan Description**

Amended and Restated  
Effective as of July 1, ~~2009~~2018

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## Plan Administrative Information

Plan Name: Anderson County Defined Contribution Retiree Health Reimbursement Plan

Plan Sponsor: Anderson County 101 South Main Street, PO Box 8002 Anderson, SC 29622 8642604225

Employer Identification No.: 57-6000303

ERISA Plan Number: 101

Type of Plan: Employee Welfare Benefit Plan

Plan Administrator: Anderson County

Benefits Administrator: Vested Health LLC

Vested Health Plan Identification Number: HRA01

Agent for Service of Legal Process:

Funding Medium: Employer Contributions

Trustee: None

Plan Year: January 1 – December 31

## Introduction

The purpose of this Summary Plan Description is to explain the Anderson County Defined Contribution Retiree Health Reimbursement Plan (the “Plan”) in an easy-to-understand way and to give you information concerning the Plan that you may need in the future. Anderson County, South Carolina (the “County”) maintains the Plan to reimburse you for certain medical expenses that are not covered by any other source, such as, but not limited to, an insurance policy. The detailed provisions of the Plan, set forth in the official Plan document, not this summary, govern the actual rights and benefits to which you may be entitled. You may obtain a copy of the Plan document from the County.

## Definitions

When used in this document and capitalized, these terms have the following meanings:

- “County Credit” means the annual amount contributed to your Vested Health Account.
- “County Medical Plan” means the high deductible group medical plan maintained by the County, ~~and approved by Vested Health, LLC, and known as the BCBS of SC Plan.~~

- “Dependent” means any person considered a dependent under the terms of the County Medical Plan.
- “Participant” means a Retiree who has properly met the retirement eligibility requirements set forth by the County.
- “Retiree” means any former Employee who terminates employment as a result of a Retirement (as defined by County policy) and who continues to participate in the Plan pursuant to the terms hereof. A Retirement may include a disability or age/service based retirement.
- “Vested Health Account” means your account maintained by the County containing your accumulated County Credits. The Vested Health Account is a device used for the sole purpose of determining benefits and does not constitute a separate fund of assets.

## Participation

### *Eligibility*

- 3.1.1. Current Pre-65 Retirees Frozen Class - Any current Retiree that is under the age of 65 years and/or their Spouse is eligible to be covered under the County Plan. This is a frozen class of retirees as of December 31, 2008. No other Employees will be able to retire and receive the Pre-65 RHRA contribution. Funds are eligible for use by Retiree, Spouse, and Dependents ~~until death of Retiree~~ as provided in the Plan. Retiree health insurance benefits for former County employees who have retired or will retire on or prior to December 31, 2008 will be held in a Health Reimbursement Account (HRA) equivalent to at least the same amount as their current benefit as of December 31, 2008.
- 3.1.2. Current Post-65 Retirees Frozen Class - Any current Retiree that is age 65 or over and/or their Spouse is eligible to be covered under the County Plan. This is a frozen class of retirees as of December 31, 2008. No other Employees will be able to retire and receive the Post-65 RHRA contribution. Funds are eligible for use by Retiree, Spouse, and Dependents ~~until death of Retiree~~ as provided in the Plan. Retiree health insurance benefits for former County employees who have retired or will retire on or prior to December 31, 2008 will be held in a Health Reimbursement Account (HRA) equivalent to at least the same amount as their current benefit as of December 31, 2008.
- 3.1.3. Current Active Employees - Employees will only be able to access their RHRA funds upon retirement and having completed the retirement eligibility requirements. These requirements are:
  - Eligible to retire under the State Retirement System
  - For employees hired prior to 1/1/2009:
    - Completion of 5 years of full time continuous service
  - For employees hired on or after 1/1/2009:
    - Completion of 12 years of full time continuous service



## County Credits

On July 1 of each Plan Year, the person or committee appointed by the County to oversee the plan will determine an equal County Credit to allocate to you and each other Participant in the Plan in such amount as it, in its sole discretion, shall determine. The County Credit will be allocated as of the first day of each month to the Vested Health Account established and maintained for you. The Vested Health Account is merely a bookkeeping device used for the sole purpose of determining benefits and does not constitute a separate fund of assets.

County Credits are used to reimburse you for payment of Medical Expenses, as described in Supplement A, that are not covered under any health plan coverage. You are entitled to reimbursement from your Vested Health Account for Medical Expenses incurred to the extent that such Medical Expenses do not exceed the amount of your Vested Health Account. Accordingly, if your Plan participation ends, and for any reason you have received any reimbursement that causes your Vested Health Account to have a negative balance, the Plan Administrator may, in its sole discretion, request reimbursement from you to the extent of the negative balance.

Any non-forfeited amount remaining in your Vested Health Account at the end of the Plan Year will be credited to your Account for the following Plan Year and will be aggregated with any County Credit for the following Plan Year.

## Payment of Benefits

The Plan reimburses you from your Vested Health Account for Medical Expenses as defined in Supplement A only if you furnish to the Plan Administrator satisfactory evidence that you have incurred or paid such Medical Expenses.

Claims for Medical Expenses must be submitted on claim forms provided by the Plan Administrator and must include all information requested on the form. Reimbursement payments will be made directly to you as soon as possible after the claim has been approved, or subject to your written direction, to the person or institution on whose charges a claim is based.

You will not be reimbursed for Medical Expenses under the Plan to the extent that such Medical Expenses are paid to you or for your benefit, or to or for the benefit of your Dependent, under the provisions of any other plan or insurance policy, including a medical flexible spending account.

## Period of Coverage, Termination and Continuation Coverage

~~**Survivorship Continuation Coverage.** If a Retiree dies and his or her coverage tier is Single coverage, the remaining balance in his Vested Health RHRA will be forfeited, effective the day after death.~~

~~If a Retiree dies and his or her coverage tier is non-Single coverage (e.g., Employee+Spouse, Employee+Child(ren), Family, etc.) then any surviving Dependent shall be eligible for the continuation coverage described below, if he or she does not elect COBRA Survivorship Continuation Coverage. Such surviving Dependents will not continue to receive a Company Credit, but~~ Upon the death of a Retiree, no additional Company Credits shall be made to the Retiree's Vested Health Account. However, unless an election for continuation coverage is made pursuant to applicable federal law, ~~effective for deaths occurring during or after the 2018 calendar year,~~ the Retiree's surviving Spouse and any Dependents, may continue to use any balance in the deceased ~~Retiree's~~ Retiree's Vested Health Account for Medical Expenses until the balance is zero, provided they pay a reasonable administrative fee and continue to meet the definition of Spouse and Dependent as herein set forth.

These Survivorship Continuation Coverage provisions do not create a vested benefit. The County reserves the right to discontinue or modify Survivorship Continuation Coverage at any time.

## Administration of Plan

The Plan Administrator has all of the discretionary duties and powers necessary to administer the Plan. These duties and powers include the right to interpret the Plan, construe Plan terms, and decide questions and disputes. The Plan Administrator also has the power to determine eligibility for and the amount of benefits payable under the Plan, and to determine the status and rights of all persons who may be entitled to receive a benefit under the Plan. The decisions of the Plan Administrator are conclusive for all purposes under the Plan. The Plan Administrator has delegated some of its responsibilities to the Benefits Administrator. The Benefits Administrator and the Plan Administrator investigate and process claims for benefits. Benefits under the Plan will be paid only if the Benefits Administrator or the Plan Administrator decides in its discretion that the applicant is entitled to them.

## Amendment and Termination of the Plan

### **Amendment**

The County, through resolution of its Board of Directors or the Board's delegate, reserves the right to amend, in whole or in part, any or all of the provisions of the Plan. Any such amendment may have retroactive or prospective effect.

### **Termination**

Although the County has established the Plan with the bona fide intention and expectation that it will be permanent, the County is not required to continue the Plan for any given length of time. Accordingly, the County may, through resolution of its Board of Directors, in its sole and absolute discretion, discontinue County Credits or terminate the Plan at any time.

# Supplement A

## ***Medical Expenses***

A-1. Medical Expenses means amounts paid by a Participant for Medical Care of himself or herself or any Dependent, to the extent such payment is not provided for under any other source, including any insurance policy or policies, or under any other accident or health plan including a Flexible Spending Arrangement as defined in Proposed Regulation Section 1.125 2, Q&A 7(c), or any successor Regulation, or wage or salary continuation plan, and to the extent such amounts are not taken as a deduction on the Participant's income tax return. If there is such a policy or plan in effect providing for payment of such Medical Care in whole or in part, then to the extent of the coverage under such policy or plan, reimbursement shall not be made out of the Vested Health Account of the Participant. "Medical Care" shall have the meaning set forth in Section 213(d) of the Code, including any regulations, rulings, statements and releases issued thereunder.

A-2. Examples of Covered Medical Expenses. Covered Medical Expenses may include:

acupuncture;  
alcoholism, treatment of;  
ambulance charges;  
artificial limb;  
birth control pills;  
braille books and magazines;  
car, equipment for the handicapped;  
chemotherapy;  
chiropractors;  
Christian Science practitioners;  
contraceptives, prescribed;  
co-payments, medical;  
contact lenses;  
cosmetic surgery, for deformity only;  
crutches;  
deductibles, insurance;  
dental treatment;  
dentures;  
diagnostic fees;  
doctor's fees;  
drug addiction, treatment of;  
eye examinations;  
eyeglasses;  
family counseling (medical only);  
GYN exam;  
guide dog;  
hair transplants, due to affliction;  
hearing aids;  
hearing exam;

hospital services;  
immunizations;  
Indian medicine man;  
insulin;  
laboratory fees;  
lead-based paint removal;  
learning disability;  
legal fees, medically related;  
medicines;  
medical equipment;  
mentally retarded, special home for;  
nursing care;  
nursing home;  
nursing services;  
obstetrical expenses;  
operations;  
optometrist;  
orthodontia;  
osteopaths;  
oxygen;  
pap smear;  
prescription sunglasses;  
physical exams;  
prosthesis;  
psychologist;  
psychiatric care;  
sanitarium;  
schools, medically necessary;  
sexual dysfunction, treatment of;  
smoking cessation program;  
special education tuition;  
sterilization;  
surgery;  
telephone, for the deaf;  
television, for the deaf;  
therapy;  
transplants, organ;  
tuition fees, medically related;  
vasectomy;  
vitamins, prescribed;  
wheel chair;  
wigs, for medical condition; and  
x-ray fees.

A-3. Examples of Non-Reimbursable Medical Expenses. Examples of non-reimbursable expenses include:

cosmetic surgery;

marriage counseling;  
health club dues;  
electrolysis;  
health care aids, purchased without a prescription: or  
any expense denied by the County Medical Plan as an Ineligible Expense.

<p align="center"><b>Summary report:</b>  <b>Litéra® Change-Pro 10.0.0.20 Document comparison done on 7/2/2018</b>  <b>9:19:50 AM</b></p>	
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## Rita Davis

---

**From:** Odom, Sue G. <sgodom@nexsenpruet.com>  
**Sent:** Monday, July 02, 2018 9:30 AM  
**To:** Rita Davis  
**Cc:** Leon Harmon  
**Subject:** Draft Updated Retiree HRA Documents [IWOV-NPCOL1.FID1954199]  
**Attachments:** Resolutions of Anderson County Council Approving 2018 Amendment to Health Reimbursement Plan-c.DOCX; Anderson County Retiree HRA Plan, as amended and restated effective 7-1-2018-c.DOC; Change-Pro Redline - Anderson County Retiree HRA Plan (2009) and Anderso...-c.pdf; Summary Plan Description (SPD) for Retiree Health Reimbursement Account (HRA) Plan 02 18 10-c.DOCX; Change-Pro Redline - Summary Plan Description 02 18 10 - Anderson County...-c.pdf

Rita,

Good morning! I hope you had a great weekend.

Attached are the following 5 documents:

1. A County Council resolution, providing for the approval and adoption of the amended and restated Retiree HRA Plan;
2. A revised clean and blacklined copy of the amended and restated Retiree HRA Plan; and
3. A revised clean and blackline copy of the SPD.

The blacklines should facilitate your review by drawing your attention only to the provisions of the Plan and SPD that I changed.

As we discussed, this is not how the County HAS to do this. You do have the option of only offering federally required continuation coverage. But, we discussed the County's desire to do what is easiest. And, certainly allowing a surviving spouse / dependents to spend down these accounts is easy and also just a nice thing to do in these difficult circumstances.

From an implementation standpoint, we discussed how the County should still go ahead and offer Retiree HRA Plan continuation coverage to the spouse and dependents. But, your offer should be paired with an explanation about how in most circumstances, this would end up costing these individuals far more than any benefit they'd derive. But, to comply with the letter of the law, you were getting them the required paperwork.

Note that I have made these amended and restated documents effective as of July 1, 2018 (which I believe is the County's fiscal year beginning date; let me know if I am mistaken), but the survivorship provision changes apply to retiree deaths occurring during or after the 2018 calendar year. Let me know if this works from your standpoint.

I'm available today if you would like to discuss this at all.

To implement these documents, not only does County Council need to approve them, but Rusty also must sign the Plan. I'd appreciate receiving a signed copy of the resolution and the Plan to complete my file.

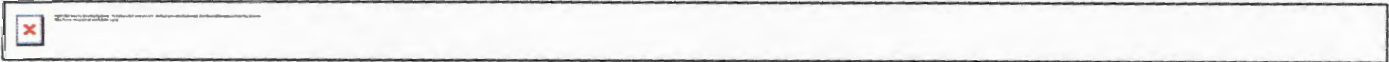
Thanks so much.

Sue

**Sue Odom**

Nexsen Pruet, LLC  
1230 Main Street, Suite 700  
Columbia, SC 29201  
PO Drawer 2426 (29202)  
T: 803.540.2018, F: 803.727.1487  
[sgodom@nexsenpruet.com](mailto:sgodom@nexsenpruet.com)

[www.nexsenpruet.com](http://www.nexsenpruet.com)



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**ANDERSON  
COUNTY**  
SOUTH CAROLINA

**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**PUBLIC SAFETY COMMITTEE**  
Monday, July 9, 2018 AT 12:00pm  
Historic Courthouse- 2<sup>nd</sup> Floor Conference Room  
Chairman S. Ray Graham, Presiding

**Tommy Dunn**  
Chairman  
Council District 5

**Ray Graham**  
Vice Chairman  
Council District 3

**Craig Wooten**  
Council District 1

**Gracie S. Floyd**  
Council District 2

**Thomas F. Allen**  
Council District 4

**Ken Waters**  
Council District 6

**M. Cindy Wilson**  
Council District 7

**Lacey A. Croegaert**  
Clerk to Council

**Rusty Burns**  
County Administrator

1. Call to order:
2. Invocation/Pledge of Allegiance: Mr. Craig Wooten
3. Issues with County wrecked vehicles policy and procedures,  
possible safety actions to improve incident reporting and prevention
4. Dispatch concerns from Municipal agencies, corrections, updates,  
short and long term plan
5. EMS contract update and discussion
6. Public Comment:
7. Adjournment:

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

RECREATION FUND APPROPRIATIONS  
APPLICATION FORM

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

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation: Anderson Area YMCA for Midnight Flight
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$5000.00
3. The purpose for which the funds are being requested: to promote and attract more race participants
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.  
See attached
5. Contact Person: Julie Usherwood  
Mailing Address: 201 E Reed Road, Anderson, SC 29621  
Phone Number: 864-716-6271
6. Statement as to whether the entity will be providing matching funds: None

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

	Julie Usherwood	6/15/18
Signature	Print Name	Date



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

May 9, 2018

YMCA of Anderson, Inc.  
Mr. Joe Drennon  
201 E. Reed Rd.  
Anderson, SC 29621

RE: Registration Confirmation

Charity Public ID: P2932

Dear Mr. Joe Drennon :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on May 15, 2019.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4 ½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.00.

If you have any questions or concerns, please visit our website at [www.sos.sc.gov](http://www.sos.sc.gov) or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham  
Director, Division of Public Charities

## RECREATION FUND APPROPRIATIONS APPLICATION FORM

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

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

1. Name of entity requesting recreation fund appropriation:  
**Distinguished Young Women of Anderson County**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

<b>District 1</b>	<b>\$300</b>
<b>District 2</b>	<b>\$300</b>
<b>District 3</b>	<b>\$300</b>
<b>District 4</b>	<b>\$300</b>
<b>District 5</b>	<b>\$300</b>
<b>District 6</b>	<b>\$300</b>
<b>District 7</b>	<b><u>\$300</u></b>
	<b>\$2,100</b>
3. The purpose for which the funds are being requested:  
**To continue the DYWof AC/Anderson County Council partnership to cover all operating costs for the Class of 2020 Distinguished Young Women scholarship program, allowing all donations to be awarded as scholarships for higher education to local Anderson County High School junior girls.**
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.  
**Yes. Employer Identification Number 23-7438720. IRS letter attached.**
5. Contact Person: **Gordon Moore**  
Mailing Address: **110 red maple circle, Easley, SC 29642**  
Phone Number: **864-508-4139**  
Email: **anderson@distinguisheddyw.org**
6. Statement as to whether the entity will be providing matching funds:  
**Distinguished Young Women of Anderson County raises scholarship funds through the sale of tickets, program brochures, fund raisers, as well as through donations and a sponsorship program.**



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



Signature

/ Gordon Moore

Print Name

6/9/18

Date

# RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1,2,3,4,5,6,7

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:

Widows Watchman Ministries

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

\$2,000

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

Building Materials, Food

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes

5. Contact Person: Bill May  
Mailing Address: 749 Mantle Rd. Hones Pt SC 29654  
Phone Number: 864-980-3169  
Email: BMAY@wctel.net

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

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

William F. May II  
Signature

William F. May II  
Print Name

27 Jun 2018  
Date

# Business Entities Online

File, Search, and Retrieve Documents Electronically

## WIDOW'S WATCHMAN MINISTRIES

### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

### Important Dates

Effective Date: 07/18/2000

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

### Registered Agent

Agent: WILLIAM F MAY III

Address: 749 MARTIN RD  
HONEA PATH, South Carolina 29654

### Official Documents On File

Filing Type	Filing Date
Incorporation	07/18/2000

**\*\*WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: # 3**

Mail/Email/Fax to:  
Anderson County Council Clerk  
Post Office Box 8002  
Anderson, SC 29622

864-260-4356 (fax)

**RECREATION FUND APPROPRIATIONS**

**Application Form**

Effective July 1, 2011

1. Name of entity requesting recreation fund appropriations:  
*Leverette-Thomas Post #44 (American Legion)*
2. Amount of Request:  
*\$1300.<sup>00</sup>*
3. The purpose for which the funds are being requested:  
*Insurance on Building of American Legion in IVA, S.C.*
4. Is the entity a non-profit Corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.  
*yes*
5. Contact Person: *Ken Hall, Finance Officer*  
Mailing Address: *P.O. Box 391, IVA, S.C. 29655*  
Telephone number: *864 940-8226*
6. Statement as to whether the entity will be providing matching funds:  
*If needed.*

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

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

*Kenneth E. Hall*  
Signature

*Kenneth E. Hall, F.O.*  
Print Name



# Business Entities Online

File, Search, and Retrieve Documents Electronically

## LEVERETTE-THOMAS AMERICAN LEGION POST 44

### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

### Important Dates

Effective Date: 07/19/1956

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

### Registered Agent

Agent: HEADQUARTERS

Address: IVA SC  
, South Carolina

### Official Documents On File

Filing Type	Filing Date
Amendment	02/01/2008
Reinstatement	01/23/1978
Dissolution	12/01/1977
Incorporation	07/19/1956

### Former Names

Name	Filing Date
AMERICAN LEGION POST NO. 44	N/A

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

<b>Total Number Permit Transactions:</b>	<b>898</b>
<b>New Single Family:</b>	<b>70</b>
<b>New Multi-Family:</b>	<b>1</b>
<b>Residential Additions/Upgrades:</b>	<b>20</b>
<b>Garages/Barns/Storage:</b>	<b>22</b>
<b>New Manufactured Homes:</b>	<b>18</b>
<b>New Commercial:</b>	<b>1</b>
<b>Commercial Upfits/Upgrades:</b>	<b>6</b>
<b>Courtesy Permits/Fees Waived:</b>	<b>2</b> (See Attached)

**Inspection Activity:**

<b>Citizens Inquiries:</b>	<b>63</b> (Includes updating Sub-Standard Cases)
<i>(New &amp; Follow Up; Includes Sub-Standard Housing/Mobile Homes)</i>	
<b>Tall Grass Complaints (New and Follow Ups):</b>	<b>65</b>
<b>Number of Scheduled Building Inspections Performed (# of Site Visits):</b>	<b>1033</b>
<b>Courtesy, Site and Miscellaneous Inspections:</b>	<b>32</b>
<b>Manufactured Home Inspections:</b>	<b>114</b>
<b>Total Number of Inspections (Site Visits) for Department:</b>	<b>1307</b>

**Reviews/Misc. Activity:**

<b>Plans Reviewed:</b>	<b>235</b> (Includes preliminary consultations, resubmittals and solar)
<b>Mech/Elec/Plumb Reviews:</b>	<b>62</b> (Includes residential solar)
<b>New Derelict Manufactured Home Cases:</b>	<b>0</b>
<b>Hearings:</b>	
<b>Court Cases:</b>	<b>0</b>

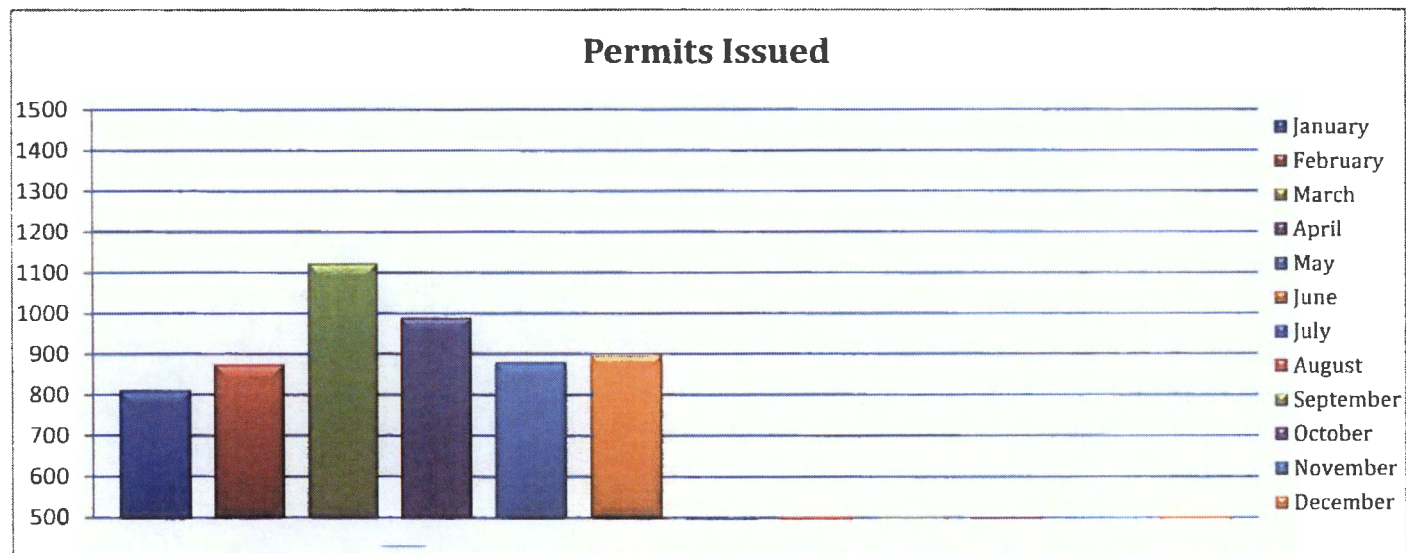
**Revenue Collected:**

<b>Reinspection Fees Collected:</b>	<b>\$560.00</b>
<b>Plan Review Revenue:</b>	<b>\$11,548.60</b>
<b>Total Revenue For The Month:</b>	<b>\$177,367.00</b>



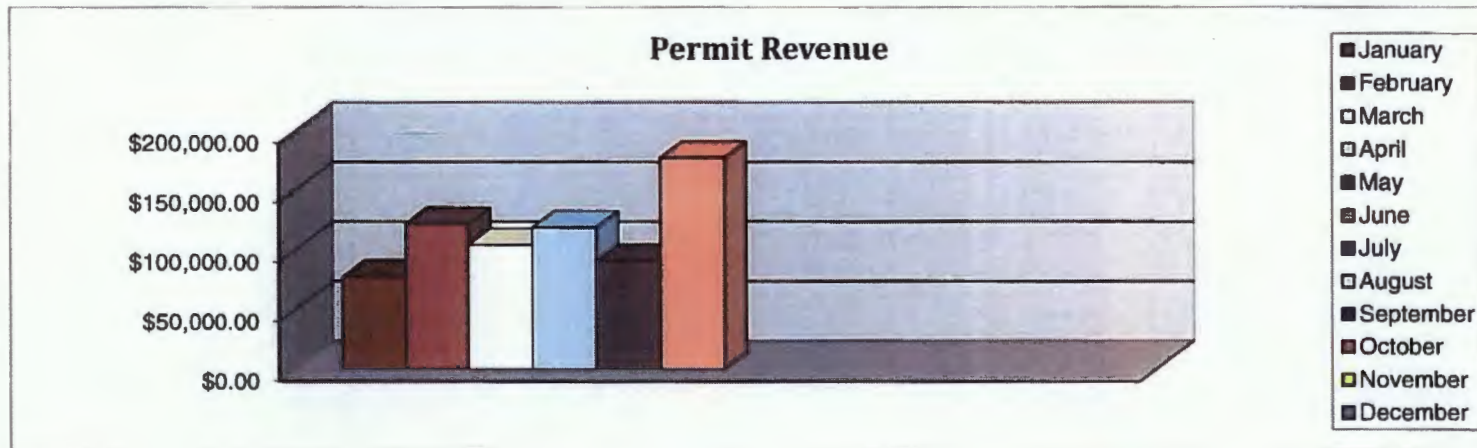
## Anderson County Building & Codes Permits Issued for 2018

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	194	232	116	139	81	10	9	30	811
February	202	207	91	110	201	21	8	35	875
March	263	385	171	167	89	14	10	25	1124
April	252	310	139	141	106	6	12	24	990
May	213	270	116	124	94	10	15	38	880
June	240	229	134	140	84	10	12	49	898
July									0
August									0
September									0
October									0
November									0
December									0
<b>Total</b>	<b>1364</b>	<b>1633</b>	<b>767</b>	<b>821</b>	<b>655</b>	<b>71</b>	<b>66</b>	<b>201</b>	<b>5578</b>



## Anderson County Building & Codes Permit Revenue for 2018

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
<b>January</b>	\$43,222.40	\$13,505.00	\$5,276.50	\$8,308.00	\$1,470.90	\$450.00	\$135.00	\$5,048.90	<b>\$77,416.70</b>
<b>February</b>	\$87,583.60	\$11,630.00	\$4,443.00	\$6,896.00	\$2,039.80	\$855.00	\$120.00	\$8,222.20	<b>\$121,789.60</b>
<b>March</b>	\$47,939.80	\$28,578.00	\$13,742.50	\$9,658.50	\$1,525.80	\$540.00	\$120.00	\$2,161.60	<b>\$104,266.20</b>
<b>April</b>	\$50,679.00	\$22,975.00	\$5,916.50	\$8,120.00	\$2,935.30	\$270.00	\$180.00	\$27,857.80	<b>\$118,933.60</b>
<b>May</b>	\$49,860.00	\$15,833.00	\$6,720.50	\$7,865.00	\$2,706.10	\$450.00	\$225.00	\$6,937.50	<b>\$90,597.10</b>
<b>June</b>	\$119,289.80	\$19,047.00	\$6,182.00	\$17,949.00	\$2,250.60	\$360.00	\$180.00	\$12,108.60	<b>\$177,367.00</b>
<b>July</b>									
<b>August</b>									
<b>September</b>									
<b>October</b>									
<b>November</b>									
<b>December</b>									
<b>Total</b>	<b>\$398,574.60</b>	<b>\$111,568.00</b>	<b>\$42,281.00</b>	<b>\$58,796.50</b>	<b>\$12,928.50</b>	<b>\$2,925.00</b>	<b>\$960.00</b>	<b>\$62,336.60</b>	<b>\$690,370.20</b>



BCR021  
REQUESTED BY: TEDOWDY

ANDERSON COUNTY BUILDING CODES  
CENSUS REPORT FOR 6/01/2018 TO 6/30/2018  
COURTESY PERMITS

8:32:04 7/02/18 PAGE 1

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
=====				
MOD 702	COURTESY PERMIT/NO CHARGE			
201802944	6/07/2018	2,000.00	J PILGRIM PROPERTIES LLC	DEMO OF DERELICT MH 2058
201803211	6/29/2018	1,500.00	SHREE CHAMUNDA LLC	DEMO DERELICT MH 31-547
TOTALS:	2	3,500.00		

**F.W. DODGE BUILDING STATISTICS**

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

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

For the month of:

**Jun-18**

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

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

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

PLEASE RETURN THE WEEK OF:

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

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>		101	70	70	\$14,035,454			
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters		102						
Two-family buildings		103						
Three-and four-family buildings		104						
Five-or-more family buildings		105	1	12	\$878,323			
<b>TOTAL: Sum of 101-105</b>		109	71	82	\$14,913,777	0	0	\$0.00

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

Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational		318						
Churches and other religious		319						
Industrial		320						
Parking garages (buildings & open decked)		321						
Service stations and repair garages		322						
Hospitals and institutional		323						
Offices, banks, and professional		324						
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327	1		\$14,186,192			
Other nonresidential buildings		328	14		\$404,370			
Structures other than buildings		329	19		\$456,004			

Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential - <i>Classify additions of garages and carports in Item 438</i>		434	20		\$680,732			
Nonresidential and non-housekeeping		437	6		\$17,636,439			
Additions of residential garages and carports <i>(attached and detached)</i>		438	8		\$279,229			

Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-family houses (attached and detached)		645	2					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	5					



Co meet. 7 10 18  
FY 17-18

## BUDGET TRANSFER

DIVISION: MAGISTRATE

DEPARTMENT: MAGISTRATE

FROM:		TO:		AMOUNT:
TITLE	TELEPHONE	TITLE	BANK FEES, CHARGES	
ACCT.#	5057-000-275	ACCT#	557-000-203	200.00
			5057	
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		

Total

200.00

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

### REASON:

Excess fees from First Citizen Bank on all court account in current fiscal year where no fees were assessed in prior year has caused a shortage of allotted monies.

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:

Co. Meet. 7 10 18

FY 17.18

## BUDGET TRANSFER

DIVISION:

DEPARTMENT:

Magistrates

FROM:

TO:

AMOUNT:

TITLE Supplies - Office  
ACCT.# 001-5057-000-269

TITLE Books and Publications  
ACCT# 001-5057-000-304 204 1,000.00

TITLE Jurors Fee  
ACCT.# 001-5057-000-230

TITLE Photocopier  
ACCT# 001-5057-000-347 1,000.00

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

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

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

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

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

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

Total 2,000.00

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

REASON:

New books for all Magistrates - updated laws and criteria

Monthly maintenance and copier usage higher than expected

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:

Journal Entry #

DATE:



Co meeting 7-10-18  
FY 17-18

## BUDGET TRANSFER

DIVISION: Parks, Recreation & Tourism

DEPARTMENT: Parks

FROM:		TO:	AMOUNT:
TITLE	Registration Fees	TITLE Telephone	
ACCT.#	<u>001-5065-000-294</u>	ACCT# <u>001-5065-000-275</u>	\$ <u>450.00</u>
TITLE	Photocopy Equipment	Telephone	
ACCT.#	<u>001-5065-000-347</u>	<u>001-5065-000-275</u>	<u>302.00</u>
TITLE	Meals	Dues & Subscriptions	
ACCT.#	<u>001-5065-000-236</u>	<u>001-5065-000-211</u>	<u>175.00</u>

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

**REASON:**

A new employee (Adam Zappitella) was hired so a new phone and Ipad had to be purchased.

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: 7/20/18  
DATE: 6-21-18  
DATE: 6-21-18  
DATE: \_\_\_\_\_

Co Meeting 7 10 18  
FY 17-18

## BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: Seniors Program

FROM:		TO:	AMOUNT:
TITLE	Food	TITLE	Recreational Equipment
ACCT.#	15066002215	ACCT#	15066002257
			200.00
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
Total			200.00

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

REASON:

Need to pay for Bose speaker & new Ipod to replace 8 year old music system for activities.

Is this transfer within your department? (Circle One) Y Yes

Is this transfer within your division? (Circle One) Y Yes

DEPT. HEAD: Kelly Jo Barnwell

DATE: 06/22/2018

DIVIS HEAD:

DATE: 6/25/18

FINANCE:

DATE: 6-25-18

ADMINISTRATOR:

DATE: 6-21-18

Journal Entry #

DATE:

Co meet. 7 10 18  
FY 17-18

## BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: Seniors Program

FROM:		TO:	AMOUNT:
TITLE	Senior Centers	TITLE	Photocopy Equipment
ACCT.#	<u>15066002258</u>	ACCT#	<u>15066002347</u> <u>311.98</u>
TITLE	Senior Centers	TITLE	Advertising
ACCT.#	<u>15066002258</u>	ACCT#	<u>15066002201</u> <u>700.00</u>
TITLE	<u>                    </u>	TITLE	<u>                    </u>
ACCT#	<u>                    </u>	ACCT#	<u>                    </u>
TITLE	<u>                    </u>	TITLE	<u>                    </u>
ACCT.#	<u>                    </u>	ACCT#	<u>                    </u>
TITLE	<u>                    </u>	TITLE	<u>                    </u>
ACCT.#	<u>                    </u>	ACCT#	<u>                    </u>
		Total	1,011.98

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

REASON:

Need to pay for June on Xerox bill.

Need to pay for Walk To End Alzheimer's sponsorship in advertising.

Is this transfer within your department? (Circle One) Y Yes

Is this transfer within your division? (Circle One) Y Yes

DEPT. HEAD: Kelly Jo Barnwell

DATE: 06/19/2018

DIVIS HEAD: 

DATE: 6/20/18

FINANCE: 

DATE: 6 25 18

ADMINISTRATOR: 

DATE: 6 27-18

Journal Entry #                     

DATE:

Co Meet. 7 10 18  
FY 17-18

PURSUANT TO ANDERSON COUNTY BUDGET ORDINANCE WHICH PERMITS THE ADMINISTRATOR TO TRANSFER APPROPRIATIONS BETWEEN OBJECT CLASSIFICATIONS CODES WITHIN A DEPARTMENT AND BETWEEN DEPARTMENTAL ACCOUNTS. THE FOLLOWING TRANSFERS ARE AUTHORIZED:

DIVISION:	<u>PRT</u>		
DEPARTMENT:	<u>Anderson County Museum 5064</u>		
FROM:		TO:	AMOUNT:
TITLE	<u>Training for Employees</u>	TITLE	<u>Dues &amp; Subscriptions</u>
ACCT.#	<u>5064-000-277</u>	ACCT#	<u>5064-000-211</u> \$ <u>\$47.00</u>

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

REASON: Did not have enough money in budget to pay our American Alliance of Museums membership.

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: 06/15/2018

DATE: 6/19/18

DATE: 6-25-18

DATE: 6-27-18

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



Co meet. 7 10 18

FY 17-18

PURSUANT TO ANDERSON COUNTY BUDGET ORDINANCE WHICH PERMITS THE ADMINISTRATOR TO TRANSFER APPROPRIATIONS BETWEEN OBJECT CLASSIFICATIONS CODES WITHIN A DEPARTMENT AND BETWEEN DEPARTMENTAL ACCOUNTS. THE FOLLOWING TRANSFERS ARE AUTHORIZED:

DIVISION: PRT

DEPARTMENT: Anderson County Museum 5064

FROM: TO: AMOUNT:

TITLE Postage  
ACCT.# 5064-000-243

TITLE Computer Software  
ACCT# 5064-000-209 \$ \$205.00

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

REASON: Did not have enough money in budget to pay Past Perfect Support Renewal.

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: 06/15/2018

DATE: 6/14/18

DATE: 6-25-18

DATE: 6-27-18

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

Comptroller 7-10-18  
FY 17-18

## BUDGET TRANSFER

DIVISION:

Public Works

DEPARTMENT:

Environmental Enforcement

FROM:

TO:

AMOUNT:

TITLE  
ACCT.#

Fuel & Oil  
001-5182-000-216

TITLE  
ACCT#

meals  
001-5182-000-236 75.00

TITLE  
ACCT.#

Fuel & Oil  
001-5182-000-216

TITLE  
ACCT#

telephone  
001-5182-000-275 200.00

TITLE  
ACCT#

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

TITLE  
ACCT#

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TITLE  
ACCT.#

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TITLE  
ACCT#

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TITLE  
ACCT.#

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

TITLE  
ACCT#

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

Total

0.00

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

REASON:

meals - underestimated the cost during budget preparations.  
meals for training, seminars, Great Anderson to clean up  
telephone - was not aware of the amount of loads  
that would need replacing during budget  
preparation.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

Murray P. Amis

DIVIS HEAD:

Heidi J. Taylor

FINANCE:

Deanna

ADMINISTRATOR:

\_\_\_\_\_

DATE:

6/18/18

DATE:

6/18/18

DATE:

6-20-18

DATE:

6-26-18

Journal Entry #

\_\_\_\_\_

DATE:

\_\_\_\_\_



Co request, 7-10-18

FY 17-18

## BUDGET TRANSFER

DIVISION: public works

DEPARTMENT: administration

FROM:	TO:	AMOUNT:
TITLE <u>professional services</u>	TITLE <u>photocopy</u>	
ACCT.# <u>001-5225-000-304</u>	ACCT# <u>001-5225-000-347</u>	\$ <u>600</u>
TITLE _____	TITLE _____	
ACCT.# _____	ACCT# _____	\$ _____

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

**REASON:**

increased photocopy use partially due to need for re-accreditation books for departments

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:

F4 17-18

## BUDGET TRANSFER

**DIVISION:** HEALTH

DEPARTMENT: 5331

**AMOUNT:**

**300.00**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**300.00**

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

**REASON:**

ELECTRICITY EXPENDITURES EXCEEDED ANTICIPATED ALLOCATION. SATISFY ENDING FY INVOICES WITH EXCESS FUNDS FROM PHOTOCOPY EQUIPMENT/MAINTENANCE.

**Y YES**



6.20.18

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

DATE: 6/20/18

DATE: 6-26-11

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