ANDERSON
COUNTY
SOUTH CAROLINA

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
August 7, 2018 at 6:30 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**

2. **INVOCATION AND PLEDGE OF ALLEGIANCE**: Ms. M. Cindy Wilson

3. **APPROVAL OF MINUTES:** July 10, 2018

4. **CITIZENS COMMENTS:** Agenda Matters

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

6. **ORDINANCE SECOND READING:**
   a. **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)

   b. **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)

   c. **2018-030**: an ordinance ordering a referendum to determine whether the South Carolina Department of Revenue may issue temporary permits to allow for the possession, sale and consumption of alcoholic liquors by the drink to bona fide nonprofit organizations and business establishments authorized to be licensed for consumption-on-premises sales to allow the sale of beer and wine at permitted premises locations without regard to the days or hours of sales. Mr. Ray Graham (allotted 10 minutes)

7. **ORDINANCE FIRST READING:**
   a. **2018-026**: an ordinance amending the zoning map to rezone+/- 3.86 acres from R-A (Residential- Agricultural) to R-M1 (Mixed Residential District) at 1226 Massey Rd. **PUBLIC HEARING-NO TIME LIMITS** Mr. Jeff Parkey (allotted 5 minutes)

   b. **2018-027**: an ordinance authorizing the execution of a lease purchase agreement in an amount not exceeding $5,400,000 relating to the leasing and purchasing of certain vehicles, equipment and personal property, the execution of necessary documents and closing papers. Ms. Rita Davis (allotted 5 minutes)

   c. **2018-028**: an ordinance authorizing the addition of Bailtuck, LLC as a sponsor affiliate to that certain fee agreement, dated as of December 1, 2012, between Anderson County, South Carolina and Sargent Metal Fabricators. Mr. Buriss Nelson (allotted 5 minutes)

   d. **2018-032**: an ordinance to return real property located on Pearman Dairy Road (TMS NO. 095-00-09-012) to Atlanta Baking Company which was deeded to Anderson County by Atlanta Baking Company, INC. on September 21, 1981, to facilitate an industrial development Revenue Bond Project. Mr. Buriss Nelson (allotted 5 minutes)

   e. **2018-034**: an ordinance authorizing the extension of the term under that certain lease agreement by and between Anderson County, South Carolina and BMW Manufacturing CO. LLC dated as of September 1, 1998; the amendment of such lease agreement to reflect such extension. Mr. Buriss Nelson (allotted 5 minutes)

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

8. **EXECUTIVE SESSION**: Economic Development Projects

9. **BID APPROVALS**:
   a. 18-053 RFQ to provide Construction and Engineering Inspection Services
   b. 18-063 Project Nasa- Road Construction
   c. 19-001 Installation of Sewer Line for Arthrex Project

10. **RESOLUTIONS:**

   a. 2018-037: a resolution to express the intention of the County Council of Anderson County, to cause Anderson County, South Carolina to be reimbursed with the proceeds of tax- exempt obligations in connection with a lease purchase transaction.
   Ms. Rita Davis (allotted 5 minutes)

   b. 2018-038: a resolution to express the intention of the County Council of Anderson County, to cause Anderson County, South Carolina to be reimbursed with the proceeds of tax-exempt obligations in connection with a Solid Waste Revenue Bond transaction.
   Ms. Rita Davis (allotted 5 minutes)

   c. 2018-043: a resolution authorizing, under certain conditions, the execution and delivery by Anderson Count, South Carolina of an Infrastructure Credit Agreement with a company known to the County as Project Accommodation with respect to a commercial project in the County whereby the project would be subject to payment of certain Fee In Lieu of Taxes, and whereby Project Accommodation will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure.
   Mr. Buriss Nelson (allotted 5 minutes)

11. **REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE MEETING HELD JULY 13, 2018:**
   Chairman M. Cindy Wilson (allotted 15 minutes)
   a. Discussion concerning C&D Landfill
   b. Discussion on Sewer Study

12. **REPORT FROM PUBLIC SAFETY COMMITTEE MEETING HELD JULY 13, 2018**:
   Chairman Ray Graham (allotted 15 minutes)
   a. Review of MOU for Dispatch- MOU attached
   b. Review of Contractual Agreement for EMS- Contractual Agreements attached

13. **REPORT FROM FINANCE COMMITTEE MEETING HELD JULY 13, 2018**:
   Chairman Ken Waters (allotted 15 minutes)
   a. Landfill Expansion
   b. Foothills Community Foundation Dog Park Agreement
   c. Bid # 18-064 Fire Alarm System for the Courthouse
   d. Airport Terminal Update
   e. LEMPG Grant
   f. Transfers

14. **REPORT FROM PARKS AND RECREATION ADHOC COMMITTEE MEETING HELD JULY 19, 2018**:
   Chairman Craig Wooten (allotted 15 minutes)
   a. Update and Projection Improvements for ATAX Budgets
   b. Hospitality Referendum
   c. Park Streamlining Recommendations

15. **REPORT FROM PUBLIC SAFETY COMMITTEE MEETING HELD AUGUST 2, 2018**:
   Chairman Ray Graham (allotted 15 minutes)
   a. Criminal Justice Coordinating Council Data Overview
   b. Stepping Up Initiative -Resolution 2018-044 attached
   c. Data Driven Justice Initiative-letter attached

16. APPOINTMENTS:

17. REQUESTS BY COUNCIL:

Upstate Chapter of the American Red Cross-D1 — All Districts (allotted 14 minutes)
Anderson Jet Track Club- D3, D7
Friends of Broadway Lake- D2
Belton Area Musuem-D3
CESA Tri County- D6
Powdersville High School Fishing Team-D6
Powdersville YMCA- D6, D7
Honea Path Fire & EMS- D7

18. ADMINISTRATORS REPORT: (allotted 2 minutes)

a. Letter of Appreciation: To: M. Cindy Wilson From: Clemson University, President, James P. Clements
Letter of Appreciation: To: Director Paws, Dr. Kim Sanders From: Tom and Jan Allen
b. Special Projects Report
c. Recreation Funding Report
d. Paving Fund Report
e. Budget Transfers
f. Sheriff Department Report
g. Veterans Semi-Annual Report

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.

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL

SPECIAL PRESENTATION MEETING

JULY 10, 2018

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

ALSO PRESENT:
RUSTY BURNS
LACEY CROEGAERT
LEON HARMON

TOMMY DUNN: ... our Special Presentations part of our Anderson County Council meeting of July 10th. We welcome each and every one here. Thank y'all for coming. We'll get started.

Resolution 2(a) Resolution 2018-034. Councilman Cindy Wilson. Ms. Wilson.

CINDY WILSON: Thank you, Mr. Chairman. First of all, I need to give you a little bit of an idea of what eventing is. It's -- it originated with the military calvary, probably 200 years ago. Dressage, which is the first phase is based on training the horse to make intricate maneuvers and very obedient and supple to the rider's request. And in state the cross country which is the second phase is patterned on perhaps a courier running across country to deliver battle plans or other military communication and probably having to evade the enemy and going through areas that they're not acquainted with. They have to jump into and out of streams, over fences and across roads like jump one fence and cross the road and jump out. And if they jog sound after that, they go to the stadium jumping which is based on obedience and it's a shorter course. But these young ladies have mastered all of that and it's quite a process to develop the horsemanship and the bond and partnership between the rider and the animal. So we're very proud of them. And we'll start reading this. This is a resolution to recognize and honor the Clemson Intercollegiate Eventing Team for their dedicated sportsmanship and outstanding performance at the United States Eventing Association Intercollegiate Championship and other 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 considered a club at Clemson University and as a result they receive minimal funding. The team hold various fund raisers 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 fund raisers; 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 Trials in Lexington, Virginia. The Clemson Intercollegiate Eventing team was chosen as the National Reserve Champions out of 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.

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

TOMMY DUNN: Yes, you may. We have a motion. We have a second? Second Mr. Allen. Any discussion?

CINDY WILSON: Very quickly, I think most of these stables are in Mr. Allen's and Mr. Dunn's district. And we want to acknowledge them. But if we can have the team members and their trainers to come down front, and my fellow Council members.

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

(PRESENTATION OF RESOLUTION)

TOMMY DUNN: Going to move on now to Item 2(b) 2018-036 a Resolution from all Council members. Mr. Allen is going to present this. Mr. Allen.

TOM ALLEN: Thank you, Mr. Chair. It's my pleasure this evening to get to read Resolution 2018-036. And this is 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;

WHEREAS, Berkley Bryant is a rising senior at TL Hanna High School, where she is the recipient of numerous scholastic awards, and is a 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 [sic] 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 [sic] 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 County 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 fellow man. 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 you and salutes you on your accomplishments, and wishes you much success in all of your future endeavors.

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

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

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

TOMMY DUNN: Have a second? Second Ms. Wilson. Any discussion? I'd just like to say congratulations and it's really an honor to have people like you in the county. You're what makes Anderson County very special, people like you, and thank you very much for what all you do.

TOM ALLEN: And I, too, would like to add to this. After reading through the academics here, my goodness, is there anything you haven't done? So, congratulations. Great job.

TOMMY DUNN: Congratulations and also good luck for the future. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Mr. Allen, you want to step up?

(PRESENTATION OF RESOLUTION)

TOMMY DUNN: We'll be back at 6:30.

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

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL

COUNTY COUNCIL MEETING

JULY 10, 2018

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

TOMMY DUNN: At this time I'd like to call the July 10th Regular Anderson County Council meeting to order. At this time I'd like to ask Vice-Chairman Ray Graham if he'd lead us in Invocation and Pledge of Allegiance. If we'd all rise, please.

(INVOCATION AND PLEDGE OF ALLEGIANCE BY RAY GRAHAM)

TOMMY DUNN: At this time, are there any changes or corrections to be made to the June 5th minutes?

CINDY WILSON: May I, Mr. Chairman?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: On page 22 of the June 5th meeting, instead of we're it was supposed to be we were, which would be past tense.

TOMMY DUNN: Anyone have anything else? Ms. Wilson, you want to make a motion to accept the minutes with that change?

CINDY WILSON: May I make the motion that we accept the minutes as amended?

TOMMY DUNN: Have a motion Ms. Wilson. Have a second?

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. All in favor of the motion show of hands. All opposed like sign. Show the motion carries. Any changes or corrections to be made to the June 19th council meeting?

CINDY WILSON: May I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: Just one. On page 52, instead of worst, it should have been worse, W-O-R-S-E. And that was the only one that I noted.

TOMMY DUNN: Anyone else have anything?

GRACIE FLOYD: On page 23.

TOMMY DUNN: Page 23.

GRACIE FLOYD: Yeah. Line 48.

TOMMY DUNN: Line 48.

GRACIE FLOYD: Line 49.

TOMMY DUNN: Line 49.

GRACIE FLOYD: If you knew what was going to be in your budget, should be budget, and what you're going to be (inaudible).

TOMMY DUNN: Get that, Lacey? Okay. We have a motion to move on with those minutes with those corrections?

CINDY WILSON: May I make the motion that we accept the minutes as amended for June 19th?

TOMMY DUNN: Ms. Wilson makes the motion, Mr. Waters seconds. Any discussion? All in favor of the motion show of hands. All opposed like

sign. Show the motion carries unanimously.

Moving on -- before we move on to number 4, for the record, show Mr. Wooten is not here tonight. He's out of town on business.

Now we'll move on to Citizens Comments. Mr. Harmon.

LEON HARMON: Mr. Chairman, no one is signed up to speak at this time.

TOMMY DUNN: Thank you, Mr. Harmon.

Moving on to Number 5, Presentation of the Golden Years Jamboree. Ms. Kelly Jo Barnwell. Ms. Barnwell. Rusty, make sure that's -- we don't ask you to do much. Stay alert.

KELLY JO BARNWELL: It is always a joy, privilege, and pleasure to be able to be in front of our Anderson County Council members. With me I have the beautiful T.A. Snipes. She is one of five GYJ Planning Team members who have been behind the scenes to make our GYJ number 3 the biggest success imaginable. And we brought some thank you gifts for County Council.

First off, the Anderson Magazine that Tommy is downstairs trying to make sure everybody goes home with, we brought a copy just for you. And we want you -- is it okay if T.A. comes back and makes some deliveries?

TOMMY DUNN: Yep.

KELLY JO BARNWELL: Okay.

TOMMY DUNN: Shepherd her, Mr. Burns. I hate to ask you to do two things tonight.

KELLY JO BARNWELL: As Mr. Burns is giving you your Anderson Magazine, if you will please turn to page 18 in your magazine, you will notice that July 18th is on Page 18. And I did not even ask April Cameron to do that for us. July 18th, next Wednesday, GYJ, Golden Years Jamboree. This is the biggest party that we can throw to honor and celebrate our Anderson County senior citizens. And we could not do it without you supporting the Anderson County Senior Citizens Program.

In the article you will see some history. You will also see some statistics. So far, our GYJ has given to our Cancer Association of Anderson on behalf of our senior industry sponsors, over fifteen thousand dollars. This year the sponsors are giving a ten thousand dollar check to the Cancer Association of Anderson on behalf of our senior citizens. We are so thrilled just to be able to spearhead and organize this event for our seniors. So the party that will also feature a prayer by our own Mr. Ken Waters, and

a pledge by Mr. Tom Allen, will also feature the Twenty-Second Annual Joe Brown Senior of the Year Award. It will honor the town of Iva by featuring the Band Silver and Iva Line Dancers. And our sunflower dessert bakers will be on display and Sunflower Lane, which T.A. is helping to organize. And we will be eating the desserts at the GYJ. The biggest deal in throwing the biggest party for our seniors.

T.A. has also given each one of you just a little token thank you gift. Many of you know that our home town was honored to have Mr. Johnny Mann both live, retire and pass away here. And his widow, Betty, gave us his last collection of CDs. And she said Kelly Jo, I entrust you with this, knowing you will find the right way to make sure that these CDs get distributed across our county. So these are our thank you gifts that we are giving out to our Sunflower Dessert bakers. But we wanted to just start by telling you thank you for your support, your encouragement and standing behind our Golden Years Jamboree. Thank you.

TOMMY DUNN: Thank y'all. Thank you for what y'all do.

Moving on to Item number 6, Ms. Floyd. Then and Now.

GRACIE FLOYD: At the last meeting I talked about a comment that was made in the meeting on -- that we did not get a thing for -- We didn't get an agenda -- I mean the minutes for that meeting during that time. But I talked about it and the comment was made that Anderson County was on the verge of bankruptcy during the -- when the previous Council left. I took issue to that because it was not true. I did it and I left it until I started getting phone calls about it, wondering what was said and why it was said.

So I did not have the agenda at that time, so I couldn't go through it. But I want to kind of paraphrase what was said. It started off by saying forgive me for digging up old dirt, but when our Council came in in '09 this County was so close to bankruptcy by June of '09 it was scarey. We had debt service payments, one half million dollars. And I mean half million dollars debt service payment and that was not even in the budget. It goes on with spouting other things that just was not true.

I took issue with it then and at the last meeting I made a statement that I disagreed with the assessment. And last period I told the group that

Anderson County was not near bankruptcy then, not now and not likely will be in the future. Anderson County has a very stable and secure financial past, and it's likely to continue to have firm financial footing. I did some research and I found out that we had a total of forty million dollars of fund balance. That means we had forty million dollars in the bank, according to our audits and according to our CAFR.

I did not understand why this person would make a comment like that that could not be proved or that was not true. I didn't understand why it -- someone would say something to cause an uproar and to send out the wrong information unless they were just trying to get something started. Unless they were just ignorant to the facts of what happened.

But at that time I challenged her to either bring her facts, and I brought mine to the meeting, and let's see where the truth lies. Well, we haven't heard from them at all. Or from her at all. Nothing has been said from her concerning this. So even though I have gotten phone calls about it, I am going to let it lie. Let it lie. But not let her lie.

But in the future anything that has been said to -- about Anderson County, then and now, will be refuted with facts. Thank you.

TOMMY DUNN: Moving on to Item number 7 County Concerns. Ms. Floyd.

GRACIE FLOYD: Okay. I have some county concerns. Now this one I understand that the money that we have -- we got through the budget for our streets, we should start seeing some activity on the streets now. I understand that the state has already started with their paving on some of the streets in Anderson County, and they have already started with some of the streets in downtown Anderson. And that's a good thing. So you can be looking out for your street.

Also, I have some real good news that I am very, very proud to tell you. Legal Aid. Legal Aid is back in Anderson County. Now you folks who have been here a long time may have remembered when Legal Aid was here at one time in Anderson County. But during the cutbacks during that time when all the businesses shut down and people were beginning to be unemployed and there was no money, it left us. Folks had to go all the way over to Greenville. But now Legal Aid is back. It's going to serve people in our area who are having problems with the system, the court system, well, the entire judicial system, and they cannot get through it by themselves. They will help with abuse

cases, divorces, landlord and tenant problems. Any type problems that they can help with. They are being housed over at the Curtis Douglas Church -- I think it's called the Livingston. I'm not really remembering the name now. But anyway, it's over there. I had help with the project, but we got it done.

This is what we are supposed to do as Council members in Anderson County. We are supposed to be taking care of the needs of our citizens. We are supposed to be helping them find a better quality of life for our citizens. Some of us do, some of us worry about other things.

But anyway, we are going to have an Open House where you can come by and say, welcome back Legal Aid. Thank you.

TOMMY DUNN: Moving on to Item number 8. Third Reading 8(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. This will be a public hearing. Anyone wishing to speak to this, please step forward, state your name and district and address the Chair. Anyone at all? Hearing and seeing none, public hearing will be closed. Have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Ms. Wilson, second Mr. Allen. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to Item number 8(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 30, Article 10, Sections 1.2, 1.3, and 3.4 to eliminate fees for zoning Ordinance or map amendments. This will be a public hearing. Anyone wishing to speak to this, please step forward, state your name and district and address the Chair. Anyone at all? Hearing and seeing none, public hearing will be closed. We have a motion to move this forward? Motion Ms. Wilson to move forward. We have a second?

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. Any discussion? Hearing and seeing none, all in favor of

the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to Item number 8(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. We have a motion to move this forward?

KEN WATERS: So moved.

CINDY WILSON: So moved.

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

There are no second readings of ordinances tonight.

Moving on to Item 10 Ordinance First Reading 10(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. Before we go into a public hearing, I'm going to ask Dr. Parkey if he would just like to hit the highlights, explain a little bit. Dr. Parkey.

JEFF PARKEY: Thank you, Mr. Chair. Yes, this rezoning is on Beaverdam Road from C-2 to R-MHP, Highway Commercial to our Residential Mobile Home Park classification. The applicant's requesting the change to put mobile homes on the property. Staff recommended approval. The Zoning Advisory Group did not meet because they could not make quorum. The item then comes forward from them technically as approval. Planning Commission recommended denial in their meeting on June the 12th. And that's all we have at this time, Mr. Chair.

TOMMY DUNN: Thank you, Dr. Parkey. Before we -- anything before go into a public hearing. Anyone wishing to speak to this matter, please step forward and state your name and district and address the Chair, please.

LEE COLE: Chairman, Lee Cole from District 7. I live in Williamston. And I'm here, I'm representing tonight the owners of this property. Mr. ??? and Ms. Rita Patel, and they've asked me to come and represent them and speak on their behalf tonight. They own this property which is also in County Council District 7.

The issue, we -- I was just retained last week on this issue and it has come to my attention since then that there are some neighbors that have some issues with this property. And also I was able to -- since being retained -- minutes of the Planning Commission

meeting on this and I think I can see some of their concerns. So what my clients would like to ask this Council to consider to do tonight is to postpone this matter. And I would ask the Council to consider postponing it to the August 21st meeting. The reason for that, I would like to have about a month to investigate this further and perhaps work with county staff and the neighbors to see if we can deal with some of their concerns and perhaps get an agreement on this matter. And I would ask for the 21st because on the 7th I have a -- I'll be out of town -- or planning to be out of town and my wife may be mad if I tell her I have to come back for this. So I'd ask the court -- ask the Council to consider that on behalf of my clients.

TOMMY DUNN: Thank you, Mr. Cole. Anyone else wishing to speak to this matter? Anyone at all? Hearing and seeing none, public hearing will be closed.

CINDY WILSON: Mr. Chairman.

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: May we do that?

TOMMY DUNN: Yes, ma'am.

CINDY WILSON: I'd like to make a motion, please, that we postpone this item until August 21st for further consideration.

TOMMY DUNN: Have a second?

RAY GRAHAM: Second.

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

Thank you, Dr. Parkey.

Moving on to Item number 10(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. Mr. Burriss, you want to talk to this matter?

BURRISS NELSON: Yes, sir. Thank you, Mr. Chairman, Members of Council. Appreciate this opportunity to speak. This is the company Fox Farms that we announced several years ago. And it is merely a correction to the correct corporation name for the company in its -- just a correction of the language and we didn't get the correct information from their attorneys. But certainly bring this to Council and request that change if that's possible. Thank you, sir.

TOMMY DUNN: We have a motion to move

this forward?

CINDY WILSON: I make the motion.

RAY GRAHAM: So moved.

TOMMY DUNN: Motion Ms. Wilson, second Mr. Graham. Any discussion?

CINDY WILSON: May I ask a quick question?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: An observation. It looks like they've expanded and upgraded their facility. I go by there sometimes. Have they met their benchmarks and everything?

BURRISS NELSON: They've surpassed their capital investment amount.

CINDY WILSON: That's wonderful.

BURRISS NELSON: And they have surpassed their hiring quota that they had put into the agreements for us. They've exceeded. This doesn't change the agreement at all. They've exceeded all that they promised.

CINDY WILSON: That's super. Thank you.

BURRISS NELSON: Thank you.

TOMMY DUNN: Thank you. Any more discussion? All in favor of the motion. Show the motion carries unanimously.

BURRISS NELSON: Thank you for your support. Appreciate y'all.

TOMMY DUNN: Hang on one second. He might have something on this next one. Might be some questions. Item number 10(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, 2016. We have a motion to move this forward?

CINDY WILSON: So moved.

TOM ALLEN: So moved.

TOMMY DUNN: Motion Ms. Wilson, second Mr. Allen. Any discussion? Mr. Nelson, you got anything you'd like to add to this?

BURRISS NELSON: Mr. Chairman, this is certainly within the purview of the agreement between the County, Innovate Anderson and Clemson University. We're -- simply a matter of the county agreeing to follow through with the agreement that we made years ago when -- actually the partnership at the time purchased that property and from the Research Authority and we've moved forward with a number of projects there in the past. And it's certainly within their right to make that request from the

county to do so and proceed on a legal basis for them.

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

BURRISS NELSON: Yes, sir. Thank you.

TOMMY DUNN: There's no resolutions tonight.

Moving on to 12, Report from the Administration Policy/Rules Personnel Committee meeting. Chairman Allen. Mr. Allen. This is a report from the June 21st meeting.

TOM ALLEN: Yes, thank you, Mr. Chair. Yeah, this is a -- report is regarding the health insurance plan that is being worked on right now by our committee. I just -- I don't -- okay, that's on the next -- I'm sorry. I was jumping ahead on something. Yeah. Currently we have a local insurance firm here in the area that's helping us put this jigsaw puzzle together. Basically, what we're looking at doing is becoming a self-insured entity here for the county instead of using PEBA, the public insurance program for the state. By doing this we'll be able to save a lot of money. But at the same time, it's kind of like having a jigsaw puzzle and there's a lot of pieces to this that we have to put together. And this company is helping us to do that. Then once we see that picture presented to us, we'll be able to make a determination at that time as to whether that's going to be the best way for us to go in order to provide the optimal insurance plans for the employees of Anderson County. So we've still got a few more meetings to go to get this all ironed out, but it is underway. And that's all I have on that one, Mr. Chair.

TOMMY DUNN: Mr. Chairman, I'd just like to add, Mr. Allen's exactly right, this is exploratory. We sent out requests for proposals for the companies. The company here in town that got it is looking at this, going to make a recommendation and see what it is. But whether we save or not, I think it might be in the future before we save anything as health costs skyrocket. The main thing I think is see where this is headed. I think in the long run it could be better health care for our employees. Certainly this will not be -- if there's any saving it wouldn't be done at the expense of our employees. Want to reiterate that.

And so saying that, we'll move on to Item number

13, report, again from Chairman Allen's group, the Personnel Committee of July the 9th meeting, 2018. Mr. Allen.

TOM ALLEN: Yes, again, thank you, Mr. Chair. The first part of this is retiree health reimbursement plan restatement. And do I need to read this? Everybody's got a copy of it. Do I still need to read it into the record, do you think?

TOMMY DUNN: I think we can say enter it into the record as we got it. You know. Indirect.

TOM ALLEN: You have it, yeah. And this mainly just clarifies the retiree health reimbursement plan as it now stands. And there were a couple of minor changes added to that, some wording. So I'll put that in the form of a motion that that resolution be accepted.

CINDY WILSON: Second.

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

Moving on Mr. Chairman.

TOM ALLEN: All right. And the final item under this is entitled Salary Adjustments. And as most of you know we did have a firm come in here to look at our overall salary situation in Anderson County and how we compare to other counties in the area of similar size as well as private industry. And we're currently working on this right now to see the best way to come up with the adjustments so that we can be comparable to other entities here in South Carolina. And that, again, is some more information that we're going to have to put together and look at that to come up with a final plan, which we hope to have here very shortly.

TOMMY DUNN: Would you restate that again? I've lost my train of thought, Mr. Allen. I'm sorry.

TOM ALLEN: Okay. The second item on here was the salary adjustments. We had a firm come in here to look at the salaries and how they compare with other counties -- or I'm sorry, yeah, other counties in the area, as well as private industry. And we're making those adjustments now. And this is going to involve pay adjustments for the county employees, which began July 1st, half of it and then the other half of that adjustment will come next year on July 1st. So that's where we're at with that.

And do we need to talk about the number 2 -- the two percent? There are some elected officials, this is where a major question came up that we had to discuss this. Certain elected officials in the county, their pay is set by the state and others, their pay has been pre-determined in the past. But during the survey, because they're elected officials, the group that was in here performing that action did not actually go through and look at their pay scales because they're elected officials. But we felt after having a meeting that the logical thing to do would be to give them a two percent COLA for those individuals that are elected officials. And we did, after that meeting, arrive at that conclusion and wanted to bring that before the full Council for discussion.

TOMMY DUNN: Coming from the Personnel Committee doesn't need a second. Now open the floor up for discussion. What this is in a nutshell, is the cost of living, the two percent cost of living. The county employees didn't get -- these four positions didn't get them, trying to go back and make it right where they will get their two percent like other county employees. Any discussion?

RAY GRAHAM: Mr. Chairman, I wasn't sure we just wanted to clarify who these positions was or if we just need ---

TOMMY DUNN: You can.

RAY GRAHAM: It was -- the four was Clerk to Council, or excuse me, Clerk to Court, Coroner, the Treasurer and Assessor? Or Auditor?

TOMMY DUNN: Auditor.

RAY GRAHAM: Auditor. So it'd be the Clerk to Court, Coroner, Auditor and Treasurer is the four that's being addressed on this motion.

TOM ALLEN: Right.

GRACIE FLOYD: Question.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Okay. I would like to understand this. These four were not on the list of people who were making more than what they should have, right? Now I know we had two lists. One was for people that we were paying more than what they should have. And the other one was for people who were caught in the state payroll who were making the money that the state said that they should be made -- should be making. So we had nothing to do with that. That's not our concern. But the names that was just mentioned are names that I didn't recognize from the other list. So are these people who were on that

state payroll thing, right? Okay, good. All right. But if that's the case, then why do we have to pay the two percent COLA? Shouldn't the state be paying that for them?

TOMMY DUNN: Yes, Mr. Burns.

RUSTY BURNS: In this situation, what the probate judge makes, that's spelled out. That is set by the state. Same situation that you have in master in equity. This is a gray area. Probably a holdover from home rule. So what the Council -- the committee thought was to add two percent cost of living raise to their salaries. And they did that by looking into the other salaries of comparable counties to see what they were making. The thought was that this would put them in line and give them a two percent raise.

GRACIE FLOYD: Are the other counties, Mr. Burns, having to come up with the two percent COLA payment?

RUSTY BURNS: It is not a requirement. And the salaries, if you looked at all 46 counties in the state it varies widely from small counties with very small populations to counties that have a lot of population.

GRACIE FLOYD: But I don't know if that answers my questions or not, but it seems as if the state mandates what we have to pay them, then the state should mandate that we have to increase their money for COLA. You know, we shouldn't be -- we shouldn't have to do that ourself. Especially if they're making more than what we are able to pay our people.

RUSTY BURNS: Well, I think this takes into consideration and kind of brings them in line with what everybody is -- all the other employees have been blessed with lately. So that's what the thinking was behind this. And we wish that the state would set these salaries, but they don't. And again, it's one of those kind of crazy gaps between home rule and what's not home rule.

TOM ALLEN: Yeah. Mr. Chair. Yeah.

TOMMY DUNN: Yes, Mr. Allen.

TOM ALLEN: Just to add very quickly to that. Those four individuals, their salaries are not set by the state. Somewhere back in the dark history their salaries were set and it could have been back during home rule, we don't know where. But looking at those four in comparison with similar positions throughout the state, those folks are either right at or just a little bit below what the

other folks are making in the same positions in the state. So we thought a two percent COLA would be something we could give them. Otherwise they would get nothing. They wouldn't get any pay adjustments whatsoever. So, again, their salaries are not set by the state, for those four positions. The county pays that. And anything they do for the state, they get a separate -- there's a separate check from the state for work that they have to do for the state. That make sense?

GRACIE FLOYD: Okay. If -- that makes sense, thank you. But I want to say this too. We were talking about the salary adjustments to the others that was over the limits of what they should be getting for pay. And it was said, and I meant to go back and talk about it, but I forgot to do so. But anyway, it was said that we were going to give another group two thousand -- was it two thousand dollars we were going -- one thousand, excuse me. It was one thousand dollars. But then the question came up, can we do that? Under what authority? I mean, what is it called? Is it called a ---

RUSTY BURNS: We have done that in the past by giving county employees a bonus. We've given Christmas bonuses in the past and things like this. That thousand dollars is a one time. It does not increase their salary one bit. It's a one time check and that's it.

GRACIE FLOYD: Okay. All right. But Mr. Burns, one of the things that came up was that we can't -- government entities can't give out bonuses like the other folks can, you know, like the private corporations. But the government can't give out bonuses.

RUSTY BURNS: Well, this is more along the line of a cost of living as opposed to a bonus. But it does not increase their salary next year. It's just a one time deal.

GRACIE FLOYD: Okay. All right. Well, along with the other list of things I have given you to check out, would you please check that out because there was some heated discussion that government entities cannot give bonuses.

RUSTY BURNS: We will do that, yes, ma'am.

GRACIE FLOYD: Thank you.

TOMMY DUNN: All in favor of the motion show of hands. All opposed. Show the motion carries with Mr. Waters, Mr. Allen, Mr. Dunn, Mr. Graham, Ms. Wilson in favor. Ms. Floyd opposes.

Moving on --- anything else, Mr. Chairman?

TOM ALLEN: That's all.

TOMMY DUNN: Moving on to Item number 14, Report from the Public Safety Committee meeting held July 9. Chairman Graham.

RAY GRAHAM: Thank you, Mr. Chairman. Just an update from Public Safety. On July the 9th meeting we did have a meeting discussing one of the items that was discussed was county wrecked vehicles policy and procedures, possible safety actions to improve incident reporting and prevention. Basically, over the past previous month due to wrecks that has been observed, not necessarily saying they've increased or decreased. It just seems to be more notable over the past six months or so. With that being said, Public Safety has tasked the department heads, along with Holt Hopkins is kind of heading this up, to basically get all of the policies and procedures from each department. And the purpose of that naturally -- I'm going to use Roads and Bridges for example because they might be pulling a trailer with heavy equipment. Then you get the Sheriff's department where basically it might be in a high pursuit chase. So you got different policies and procedures throughout the county.

At the end of the day, public safety's desire here is to ensure that we can reduce accidents throughout the county as far as involving county vehicles, basically to ensure safety of our employees, safety of our citizens, and also reduce property damage of the county's and also property damage throughout the county.

So, again, they have been tasked with, department heads, to provide their policies and procedures, ensure they've updated them and where there needs to be, they're going to come back to public safety. We're going to review those and basically see if there's anything we can do to basically better improve our accidents and hopefully reduce them in Anderson County. The main objective there again is to ensure that our citizens and also our employees are safe.

So with that being said, they're going to move forward on doing that and hopefully we're going to come up with some solution. This is more of a proactive measure.

Also during this meeting we decided to actually pull some numbers and get some actual data facts as far as what type of -- you know, where's that number at as far as accidents that we've had this year with

county vehicles, with vehicles such as the law enforcement side, as far as on the sheriff's department side. Compare them throughout the state. We're going to actually contact the insurance company and get a national average and data collection as far as what we should expect with the number of vehicles we have on the road.

Again, coming from the Sheriff and the Public Safety Committee, and Holt and Mr. Burns, the desire here is to be proactive and hopefully reduce accidents and save injuries for the county and also property damage.

So we'll give a further report as this kind of goes through the system.

The next thing was dispatch concerns through municipal agencies, corrections, updates and also short and long term plan. As every one of the Council I'm sure has seen in the media, Spartanburg I think had a big write up yesterday in the paper, every county that surrounds us and throughout the state, is having a major, major issue with dispatch. And the biggest thing is basically shortage of help. On one side we've got a lot to be thankful for our unemployment rate being as low as it is. But in the same respect, it also shortens our list as far as who we can pull from to get qualified and get good efficient help to fill the jobs and vacancies that we have open.

With that being said, municipal fire, about three weeks ago, which is going to be Anderson City, city of Belton, Honea Path, Williamston -- I think that's all of them. Basically those fire chiefs had contacted us with some issues. Basically in a sense they feel neglected as far as dispatch. There have been times where dispatch has had to shift that municipal fire dispatch over to cover another channel and basically we have to kind of everybody fill in to get the spots that's open, you know, cover those radios as well. Which brings a huge concern to those. You know, coming from law enforcement and also fire service, I understand and I think dispatch, along with Director Baker, the Sheriff, we're all committed to realizing that, you know, a fireman on the end of a fire nozzle on a fire scene, they need that communication to that dispatcher just as important as a deputy on the end of a gun at a hot scene where there's an altercation. So it's not a matter of who's more important. We're literally, we're struggling trying to cover the whole system and in doing so, it's biting us. I mean, it's just that

simple. And meeting with the municipal fire chiefs and Director Baker, who everyone is, I hope, is aware he has kind of taking the leading role in assisting in kind of getting dispatch back up to where it needs to be. Director Baker basically presented a plan over the next three to six months that will hopefully get our dispatch system back in a manageable working area. They've actually purchased a program. One of the main problems we have is we bring a dispatcher in -- a new hire -- and during that time, that individual, it takes about three to four months to even get them to a position to kind of turn them loose and truly get the heat of a busy night in dispatch. And by that time we've done invested a lot of man hours in that individual and then they realize, you know, this is too hectic, this is not my work, this is not what I want to do. And three or four months into it, we lose that new employee and we start back over from scratch. But one thing that Director Baker has done is they purchased a program that basically first two to three weeks, they put them through some -- I guess some advanced training and skill set as far as being able to multi-task and kind of put some pressure on that individual to determine is this what they want to do? And we kind of get that weeding out up front versus three or four months down the road.

But just for an example, they hired, I believe it was six employees and out of the six, after two weeks, I think two of them didn't come back. So it -- you know, I hate to say that we lost the opportunity for them two employees, but in the same respect, we'd rather lose them within a couple of weeks than we have in four months.

So with that being said, again, Deputy -- or excuse me -- Director Baker has got a good program in place. We've got the municipal fire chiefs on board. They've had some issues last week and also this weekend, where they're still having some major concerns, but they've agreed to work with Director Baker and allow him to work this plan that he's got in place over the next three to six months and hopefully we'll see a huge improvement in Anderson County.

Again, what I want to really reiterate is it's not that our dispatch system is failing. This is a problem that we're having across the state, across the nation. Definitely got Council and, you know, Director Baker, along with the dispatch staff wanted to share this with Council. We've definitely got

Council to applaud for getting the salary adjustments up. We're actually able to bring some of the ones that had left due to not making enough money actually back and bringing them back. Actually they plug in and they're back to work and capable of doing the job. So hopefully we're going to get some rehires in the process as well with these salary adjustments. And they definitely wanted to share that they truly appreciated Council's support on that end. So, again, that's kind of the update on dispatch system.

As Council members, I assure you, you will probably be hearing some concerns through your local municipalities, the ones that kind of touches in your district, along with law enforcement and everything. We are having dispatch problems. And I just wanted to let you know that Public Safety, the Sheriff and also Director Baker is very concerned about this and working towards moving towards a solution on this.

The next thing is EMS contract update and discussion. This is -- Leon, I might need your help a little bit on this -- but just kind of giving an update on this. Come July 1 we were not prepared with a contract to get out to the providers to some changes and basically ensuring that the providers are protected and also the county's protected. We are still tweaking that. As you know, the Council showed goodwill that we would move toward a three year contract with the EMS providers with two possible one year extensions. So you know, with that being said, we definitely want to make sure we're moving forward in a protection for the county and also for the providers in solidifying this EMS program. We have made great strides, thankful to Director Kelly. He has been a tremendous asset to this program. Communicates with Public Safety on a regular basis and I think we're making good headway. We just want to make sure these contracts are right. One of the other issues was back -- as some of the other Council members -- it was actually before my time -- but the other Council members will remember when Williamston hit a snag and literally overnight we had to get service in there to provide that service for the citizens in that area almost immediately. And I commend the Council members being able to work out a program with MedShore and MedShore for taking on that task. However, as Leon noted, when we was getting ready to do the contracts on this, we wanted to kind of make that official and in doing so, naturally we had to put out -- Leon, was it RFP? I apologize.

LEON HARMON: It's RFP.

RAY GRAHAM: We put out a RFP. So we're in the process of doing that. That's basically giving out to all of the providers an opportunity to come in and in a sense put in a plan that they're willing to take on that Williamston area, coverage area. And you know, it might be a situation where nothing changes, but at the end of the day we want to make sure the paperwork is right. We want to make sure whoever has that contract for that area, it was done properly. And so we're really just cleaning up an issue that we had to do, you know, quickly when that failed on that with Williamston. So, again, that's just more or less cleaning up that system. As that comes through, it will definitely be brought back to full Council in the event that we have other people wanting to put in for that.

The other thing is we are continuing getting these contracts ready and we will be presenting them back to full Council for approval hopefully within the next couple meetings to get out.

The only other thing we had is the MOU for dispatch. With putting MedShore -- basically putting a dispatcher in dispatch center. That MOU should be completed within the next few days. And again, that will be brought before full Council for your support, along with Public Safety's recommendation on that as well. That's nothing more then putting a dispatcher out there and that's basically going to kind of assist us in the communication breakdown between MedShore and basically Director Kelly with EMS. That's kind of an issue we're having, but it's a fix that basically they have agreed to do so and it's going to benefit both parties. So I think that's a win/win situation for us and we'll bring more information back.

Mr. Chairman, I apologize for so long winded, but I definitely appreciate your time of that.

TOMMY DUNN: Thank y'all. Appreciate committee's work.

Are there any appointments to be made? Any?

Requests by Council members. Mr. Waters.

KEN WATERS: Yes. I have one for the Distinguished Young Women. I'd like to appropriate five hundred dollars from the District 6 recreation fund. I bring that in the form of a motion.

TOMMY DUNN: Second. Have a second?

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. Any discussion? All in favor of the motion show of

hands. All opposed like sign. Show the motion carries unanimously. Mr. Waters.

KEN WATERS: One other thing. Ma'am, I'm sorry. I forgot your name. Mr. -- could you come back just a second? I apologize. Mr. Davis will be taking my place January the 1st. Would you mind talking with him and explaining what you do? There you go. I apologize for bringing that up, but I just wanted her to see a face there. And just explain to him what y'all do and what that's all about. Appreciate that. Thank you, Mr. Chairman.

TOMMY DUNN: Thank you. Mr. Allen.

TOM ALLEN: Yes, Mr. Chair. I have three. I'd like to do them all at once, if I could.

TOMMY DUNN: I'm sorry. We didn't vote on that. Thank you, Ms. Floyd. I don't think we voted on that, did we? All in favor of the motion show of hands. Thank you. We might have did. But anyway. I think we did, after I think about it. But anyway, we done it twice. That's good. Thank you, Mr. Allen.

TOM ALLEN: All right. I have three that I'd like to put all together here. For the YMCA Midnight Flight, I'd like to donate three hundred dollars from my rec account. For the Distinguished Young Women, three hundred dollars. And for Widows Watchmen Ministries, two hundred dollars. And I put that in the form of a motion.

TOMMY DUNN: Have a motion Mr. Allen. Have a second?

KEN WATERS: Second.

TOMMY DUNN: Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Anyone else -- anything else, Mr. Allen?

TOM ALLEN: That's all, Mr. Chair.

TOMMY DUNN: Thank you. Ms. Floyd?

GRACIE FLOYD: I don't have any.

TOMMY DUNN: Mr. Graham.

RAY GRAHAM: Thank you, Mr. Chairman. I'd like to do three hundred dollars towards Midnight Flight. Two hundred -- if it's okay I'll do all of them.

TOMMY DUNN: Yeah. That's fine.

RAY GRAHAM: Two hundred dollars towards Distinguished Young Women. Two hundred dollars towards Widow's Watchmen Ministries. Also on --- also toward Leverette/Thomas Post #44 American Legion in Iva, I'd like to do thirteen hundred

dollars towards that. And also, this previous budget year, Mr. Dunn loaned me two thousand dollars from his rec account to my rec account. I'd like to re-appropriate that two thousand dollars back to him, as well.

TOMMY DUNN: Have a motion Mr. Waters -- Mr. Graham. Have a second?

KEN WATERS: Second.

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

CINDY WILSON: Thank you, Mr. Chairman. District 7's rec account would like to appropriate three hundred dollars to the Distinguished Young Women and two thousand dollars to Widows Watchman Ministries and five thousand dollars to the Caroline Community Center. And all of those are in the form of a motion.

TOMMY DUNN: Have a motion Ms. Wilson. Have a second?

RAY GRAHAM: Second.

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

On behalf of District 1, Mr. Wooten, he asked me to appropriate for the Midnight Flight five thousand dollars. I put that in the form of a motion. Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

From District 5's rec account would like to appropriate three hundred dollars to Distinguished Young Women and two hundred dollars to the Widows Watchman Ministries. I put that in the form of a motion. Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on Administrator's report. Mr. Burns.

RUSTY BURNS: Nothing at this time.

TOMMY DUNN: Thank you.

Moving on now number 18, discussion of next Council meeting. I was asked if I'd put this -- me and Mr. Burns talked about putting this on the agenda for discussion. I think there's a few people going to be gone next Council meeting, gone to Association of Counties meeting. And so I want to ask -- that will be just next week. We just met this thing. I don't think I've looked -- me and Mr. Burns looked

over the agenda. Nothing pressing as far as on zoning or economic development or anything like that.

So we have a motion not to have one next meeting?

KEN WATERS: So moved.

TOMMY DUNN: Wait a minute. Next meeting is not Association of Counties?

RAY GRAHAM: No, the Association of Counties is actually like the 31st and then through August the 7th. Which actually will be coming back that -- which will be Tuesday night. We come back that day. The 7th, I'm going to it, but I mean, I plan on coming.

TOMMY DUNN: Well, we'll plan on -- we'll work on it then. I might have misspoke. We'll meeting next week. Just met tonight. Nothing on the agenda. Do y'all want to meet or not?

GRACIE FLOYD: Mr. Chair?

TOMMY DUNN: Ms. Floyd?

GRACIE FLOYD: I ask that we not meet ---

TOMMY DUNN: Put that in the form of a motion?

GRACIE FLOYD: I put that in the form of a motion.

TOMMY DUNN: I second. Any discussion? All in favor of Ms. Floyd's motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to Item number 19. Citizens Comments. Mr. Harmon. Mr. Harmon calls your name, please address the Chair, you got three minutes and state your name and district.

LEON HARMON: We have one citizen signed up, Mr. Chairman. Bobby Simmons.

BOBBY SIMMONS: Good evening. My name is Bobby Simmons. District 2. What I want to talk about is hospitality tax. I know it's something that people don't want to hear and don't want to talk about it. But we ?? everywhere else. And as I look at the city, I see the city getting hospitality money and putting it to a good use. You can see it. So why cannot the county do the same? I see some areas where money could be used. If you look at the news every day you hear about children, all our children are getting in trouble. You say why did you decide to do what you done? They say, well, I didn't have anything else to do. How come we can't get the money ???? give our children jobs. When a person's working they can't get in trouble, right? So we got a problem with our ???, why can't we get that money to get people jobs? Or a place where they can go and be

safe and then you know they can have a good time and then return home. So my question is, why are we not talking about hospitality? Why are we not talking about the funds that comes down 85 every day and add a lot of money to Anderson County? I appreciate you listening. I hope that we will ???? the city -- about hospitality tax. Thank you very much.

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

TOMMY DUNN: Thank you, Mr. Harmon. Remarks from Council members. Ms. Wilson.

CINDY WILSON: Thank you, Mr. Chairman. In response to Mr. Simmons' question, the problem with the hospitality funding mechanism is that it cannot be used to field teams or pay for the actual programs. It can be used for building facilities and that sort of thing, but not for the actual programs.

The second thing that I wanted to point out is there was a mention of a forty million dollar fund balance in Item number 6. There's a big difference between a fund balance with allocated, appropriated, designated funds and funds that are available to spend. And that is a big difference. Frequently it can be almost down to the bottom of the barrel there.

But anyway, I appreciate everybody's hard work. I'm trying to attend as many meetings as I can and I always learn something. Thank you.

TOMMY DUNN: Thank you. Mr. Graham.

RAY GRAHAM: Thank you, Mr. Chairman. I would like to go back on the Public Safety, one thing. We did have a criminal justice coordinating council meeting yesterday. Just wanted to give Council an update on that. It was -- we did review the bylaws for adoption and probably will be adopting the bylaws over the next course of the meeting. We've just about got all the representative leadership positions filled. I would like to ask Council to consider a recommendation. We have I think two openings still that is not filled. One of them is a faith-based position and one of them that's a youth organization leadership position. Basically what this amounts to is we're trying to pass different individuals throughout the community, throughout the county, to ensure we kind of get an open information from pretty much all the stakeholders. And so with that being said, we're looking for someone that would be willing to serve on this council, you know, through a faith-based, whether it's through one of your local churches, one of your local religious organizations or programs

that operates in the county. So by all means if any of the Council members has someone on that, I would urge you to contact Casey Collins and give her the name on that and she would get them the information and see if they'd be willing to serve.

Also on a youth organization leadership, that could be anything from Boy Scouts, Girl Scouts, one of your rec programs, some of your leaders in that, some of the different leaders with different programs that focus just for youth. So, again, Council members, if you'll look throughout your district, if you've got someone in mind on that, I would again urge you to contact Casey Collins on that with that recommendation so she can get that information to them.

The other thing, Mr. Simmons, I definitely appreciate your comment on the hospitality. I think it's definitely something Anderson County needs to look into. I think it could bring a lot of good to our recreational programs throughout the county. As Ms. Wilson said, there are some stipulations on what that money can be spent on. But if you look at the parks that we have throughout Anderson County, not only do we have the parks that's actually currently in existence that needs to be maintained, updated, and ensure that they are safe for the children to play at, we also would like to introduce other parks throughout the community, throughout the county for the kids. Anderson County is growing in population and which basically means we're going to continue to have more kids that truly need that opportunity to get out and get involved in something that's good instead of being swayed to the side on some type of negative influence. I think it could truly just change the atmosphere in Anderson County. And hopefully one day we can get that passed and get a good program in line with that. But definitely appreciate your comment on that. Appreciate you coming tonight.

Mr. Chairman, that's all I have. Appreciate everyone's attention.

TOMMY DUNN: Mr. Wooten -- I'm sorry. Ms. Floyd.

GRACIE FLOYD: Thank you. Mr. Simmons, we had the hospitality tax up for a vote, I don't know if it was last year or the year before last. They voted it down. They meaning we. I was a yes vote let's pass it. And District 3 at the time was a yes vote. Everybody else voted no. No. During the budget hearings this year I asked for five thousand

dollars increase in our recreational fund so that we can do some more things for the kids. We have more kids now. We haven't had an increase in the rec funds since the upper 80's, late 80's, I heard. I asked for five thousand dollars. They voted it down no, as well. So when you're looking for the reason, go to the source. Find out from them why they are voting no. Okay?

Also, Ms. Wilson, at that last meeting that I discussed at the beginning you said when Council came in in '09, 2009, this county was so close to bankruptcy by June of '09 it was scarey. That's what you said. That's what you said. That's not the truth. That wasn't the truth. You didn't say anything about what you said a few minutes ago. You said that the county was so close to bankruptcy by June of '09 it was scarey. I challenged you on that. I told you that that time you could bring in your information and I would bring in mine and we would see what it was. Going back, looking at the CAFR and the budget and everything else that was included, I found that we had forty million dollars on hand. That's not bankruptcy, Ms. Wilson. That's not bankruptcy. I still don't know what your point was back then. What were you trying to do or what were you trying to say, but it wasn't right. It's a lie. And it wasn't fair for you to say that when it was not the truth. Why leave your constituents and your people, our people of Anderson County, and why say something that just was not the truth. Not the truth. We don't have to lie about things. All we have to do is just go to the books. Go to the records and read for ourselves.

I do believe that it is time that we do something for the rec fund, Mr. Burns. Is it possible that we could get more on the accommodations tax that they give us? Now I think that they give us five thousand dollars.

RUSTY BURNS: (Inaudible.)

GRACIE FLOYD: Do you think that we could petition them to give us more?

RUSTY BURNS: (Inaudible.)

GRACIE FLOYD: Well, the Council doesn't prescribe that. No, we have a committee. We have a committee and the committee breaks down who is going to get what. All right. And a lot of the things that they put down there aren't necessarily germane to what the money is for. But Council gets it and we do like we do everything else, we rubber stamp it. We don't go through it. We don't say -- we don't

change things being put down there. But I'm asking this year that we go through it. That we ask for more money. We have more people. We have more children now. And the more children we get, the more children we get, the least we're going to be able to do for them. I would appreciate that, along with the other things that I have asked you about, that we take a look at that and see if we can't get more money. Thank you.

TOMMY DUNN: Mr. Allen.

TOM ALLEN: I have nothing, Mr. Chair.

TOMMY DUNN: Thank you. Mr. Waters.

KEN WATERS: Yeah. One of the things I've noticed, when you get older you start to forget things. And yesterday I forgot to sing Happy Birthday to Mr. Graham. I wished him a late Happy Birthday. That was a good looking cupcake you had down there at the meeting.

RAY GRAHAM: You notice I forgot about the Criminal Justice Committee. So you're right, I do forget more.

TOM ALLEN: If you make a motion to adjourn he's going to sing Happy Birthday.

KEN WATERS: That's all I have, Mr. Dunn. Thank you very much.

TOMMY DUNN: Thank you, Mr. Waters. Appreciate everybody's work tonight.

Two things on the --- Councilman Craig Wooten has got a committee put together on Parks and Recreation, an ad hoc committee and he's looking, I think in the -- have a meeting very shortly and come out with recommendations on some things about hospitality.

Secondly, Mr. Simmons, ask anybody else to look at that vote because the last time the hospitality thing come up for a vote, it was sponsored by Mr. Waters and I think it was a five to two defeat, so check who voted for it and who voted against it.

Meeting will be adjourned.

(MEETING ADJOURNED AT 7:40 PM)

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

_____
Rusty Burns
Anderson County Administrator

_____
Tommy Dunn, Chairman
Anderson County Council

_____
Lacey Croegaert
Clerk to Anderson County Council

Approved as to form:

_____
Leon C. Harmon
Anderson County Attorney

First Reading: July 10, 2018
Second Reading:
Third Reading:
Public Hearing:

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

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.

W I T N E S S E T H:

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 Affilate, 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 (3rd) 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 (4th) 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 (3rd) 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 (4th) 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 (3rd) 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 (4th) 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:_____

ORDINANCE NO. 2018-030

AN ORDINANCE ORDERING A REFERENEDUM TO DETERMINE WHETHER THE SOUTH CAROLINA DEPARTMENT OF REVENUE MAY ISSUE TEMPORARY PERMITS TO ALLOW FOR THE POSSESSION, SALE AND CONSUMPTION OF ALCOHOLIC LIQUORS BY THE DRINK TO BONA FIDE NONPROFIT ORGANIZATIONS AND BUSINESS ESTABLISHMENTS AUTHORIZED TO BE LICENSED FOR CONSUMPTION-ON-PREMISES SALES AND TO ALLOW THE SALE OF BEER AND WINE AT PERMITTED OFF-PREMISES LOCATIONS WITHOUT REGARD TO THE DAYS OR HOURS OF SALES.

WHEREAS, certain businesses located in the unincorporated areas of Anderson County desire to sell beer/wine beverages and allow consumption on premises, on Sunday so as to maintain competitiveness with other counties and municipalities in adjacent areas that allow the sale of beer/wine beverages and consumption on premises on Sunday;

WHEREAS, the Anderson County Council (the "Council") has been informed and believes that Sunday sales of alcoholic beverages for on-premises and off-premises consumption may allow local restaurants and business to remain competitive with restaurants and businesses in other counties and municipalities that allow the sale of alcoholic beverages in Sundays;

WHEREAS, pursuant to S.C. Code Ann. Section 61-6-2010(C)(4), counties are authorized to request by ordinance a referendum to be conducted at the next general election on the issue of allowing the sale of alcoholic beverages on Sundays; and

WHEREAS, the Council deems it appropriate that the citizens of the County be given the opportunity to determine this important issue because it relates to the economic development, hospitality, tourism and the health and welfare of the community.

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

The Anderson County Board of Voter Registration and Elections Board is hereby directed to place the following questions on the ballot at the next general election held on November 6, 2018, and to cause a notice be published in the newspaper of general circulation at least seven (7) days before the referendum.

1. Referendum. The form of the questions on the ballot shall be as follows:

   A. 'Shall the South Carolina Department of Revenue be authorized to issue temporary permits in this county for a period not to exceed twenty-four hours to allow the possession, sale, and consumption of alcoholic liquors by the drink to bona fide nonprofit organizations and business establishments otherwise authorized to be licensed for consumption-on-premises sales?'

Yes, In favor of the question_____
No, Opposed to the question_____

B. 'Shall the Department of Revenue be authorized to issue temporary permits in this county for a period not to exceed twenty-four hours to allow the sale of beer and wine at permitted off-premises locations without regard to the days or hours of sales?.'

Yes, In favor of the question_____
No, Opposed to the question_____

2. **Severability.** If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

3. **Effective Date.** This Ordinance shall take effect upon the date of its adoption.

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

ATTEST:

_____
Rusty Burns
Anderson County Administrator

_____
Tommy Dunn, Chairman
Anderson County Council

_____
Lacey A. Croegaert
Clerk of Council

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

First Reading: July 31, 2018
Second Reading:_____
Third Reading: _____
Public Hearing:_____

Anderson County Planning Commission
Staff Report
July 9, 2018

Applicant:	St. Clare's Home dba Roman Catholic Diocese of Charleston
Current Owner:	Sharlan D. Kozak
Property Address:	1226 Massey Road
Precinct:	Three and Twenty (Zoning Implemented in 2008)
Council District:	6
TMS #(s):	165-00-12-030
Acreage:	+/- 3.86
Current Zoning:	R-A (Residential – Agricultural)
Requested Zoning:	R-M1 (Mixed Residential District)
Surrounding Zoning:	North: R-A South: R-20 East: R-A West: R-A
Evaluation:	This request is to rezone the parcel of property described above from R-A (Residential – Agricultural) to R-M1 (Mixed Residential District). The applicant's stated purpose for the rezoning is to "use the house on the property to provide a supportive home for women experiencing a crisis during pregnancy and for some time thereafter, to enable them to keep their child (or children), and to help gain the life skills needed to support themselves and their children." Under Chapter 70 Article 4 of the Anderson County Code of Ordinances, such use is considered a group care home. Pending rezoning, the applicant will be required to obtain a special exception through the Board of Zoning Appeals in order to operate the property as a group care home. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as residential.
Public Outreach:	Staff hereby certifies that the required public notification actions have been completed, as follows:

- June 21: Rezoning notification postcards sent to 114 property owners within 2,000' of the subject property;
- June 22: Rezoning notification signs posted on subject property;
- June 23: Planning Commission public hearing advertisement published in the *Anderson Independent-Mail*.

Public Feedback: To date, staff has received one phone call for more information.

Staff Recommendation: Due to the compatibility with the character of the area and Future Land Use map, staff recommends approval of this request.

Zoning Advisory Group Recommendation: The District 6 Zoning Advisory Group did not meet on July 5, 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 July 9, 2018 and after a duly noted public hearing recommended Approval of a request to rezone from R-A to R-M1. The vote was 4 in favor, 0 opposed and 3 absent.

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Rezoning Application

Date of Application Completion

Application Status (Approved or Denied)

Applicant's Information

Name: St. Clare's Home (an entity formed by Bishop of Charleston, a Corporation Sole dba Roman Catholic Diocese of Charleston

Mailing Address: 901 Orange Grove Road Charleston, SC 29407 Attn: Office of Real Estate

Telephone and Fax: 843-261-0523 E-Mail: efowler@charlestondiocese.org; with a copy to aaviles@charlestondiocese.org

Owner's Information

(If Different from Applicant)

Name: Sharlan D. Kozak

Mailing Address: 1226 Massey Road Pendleton, SC 29670

Telephone and Fax: 864-884-2905 E-Mail: sharlan@celchemical.com

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

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

DocuSigned by:
Sharlan Dee Kozak
4813C742C36647A...
Owner's Signature

6/14/2018 | 09:16 AM PDT
Date

Project Information

Property Location: 1226 Massey Road Pendleton, SC 29670

Parcel Number(s)/TMS: 165-00-12-030

County Council District: 007 School District: 4

Total Acreage: 3.86 Current Land Use: Residential

Current Zoning: R-A Requested Zoning: R-M1 or R-M2

Purpose of Rezoning: See separate page attached hereto

DocuSign Envelope ID: 5C5C6516-DB94-430B-AB07-28F89E2B3448

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

By: _____ 6/14/2018
Applicant's Signature John L. Barker, Asst. Secretary/Treasurer Date

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

Comments: _____

_____

_____

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

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

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

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

By: _____ 6/14/2018
Applicant's Signature John L. Barker, Asst. Secretary/Treasurer Date

For Office Use Only:

Application Received By: _____ Date Complete Application Received: _____
Application Fee Amount Paid: _____ Check Number: _____
Scheduled Advisory Public Meeting Date: _____ Zoning Advisory Recommendation: _____
Scheduled Commission Public Hearing Date: _____ Planning Commission Recommendation: _____
Scheduled Council Public Hearing Date: _____ County Council Decision: _____

Anderson County Planning and Community Development ● 401 East River Street / Post Office Box 8002
● Anderson, South Carolina 29622 ● Phone: (864) 260-4720 ● Fax: (864) 260-4795

Revision
January 2018

DocuSign Envelope ID: 5C5C6516-DB94-430B-AB07-28F89E2B3448

Purposes of St. Clare's Home

Applicant intends to use the house on the property to provide a supportive home for women experiencing a crisis during pregnancy and for some time thereafter, to enable them to keep their child (or children), and to help gain the life skills needed to support themselves and their children

ROMAN CATHOLIC
DIOCESE OF CHARLESTON

To: Anderson County Planning Commission
From: Elaine H. Fowler, Corporate Counsel on behalf of St. Clare Home
Date: June 27, 2018
Memo: Rezoning of 1226 Massey Road, Pendleton, SC 29670

Home Overview:

St. Clare's Home will give women experiencing a crisis pregnancy a comfortable and caring environment where they will bond with their babies, while also offering an educational program and support system that will empower them in their journey to independent living. We foresee this Home as providing pregnant women, who are in desperate situations, a real alternative to homelessness by reaching out in love to both expectant mothers and their unborn children. Although our crisis pregnancy centers are doing great work, we have few safety nets in place for pregnant women who find themselves without a place to live.

While living in the Home, the residents will be offered life and parenting skills classes. In addition, they have the opportunity to further their education at either a high school or college level. At the conclusion of their stay at St. Clare's Home, residents will be equipped with the skills needed to care for themselves and for their children. By fulfilling their physical, emotional, educational and spiritual needs, we hope to decrease the women's prenatal stress, allowing them to deliver healthy babies. Additionally, they will acquire the skills and confidence needed to adequately care for their children and manage households of their own.

The Current Property:

The Home will house 8 women, provide 24 hour care and supervision, a learning center, a full service kitchen, an outdoor playground, a chapel and a large family room. St. Clare's will be a place – a Home – for women to get the hand up they need to support themselves and their child or children.

Once opened, women of all races, religions, and backgrounds are encouraged to apply for residence at St. Clare's Home regardless of what city or state they currently live. We expect to meet full capacity in a short period of time.

Our Partnerships:

St. Clare Home, a subsidiary of the Diocese of Charleston, will be the owner of the property located at 1226 Massey Road, Pendleton, SC 29670. St. Clare Home has partnered with Good Counsel, Inc., a corporation headquartered in Hoboken, NJ, to operate the Home. Good Counsel, Inc. was started in 1985 and has opened and continues to operate 7 maternity homes in 4 states (NY, NJ, CT, AL). Their extensive knowledge and experience in operating maternity homes provides us with great confidence that this Home and its programming will be greatly successful.

In addition to our partnership with an experienced operator, Good Counsel, Inc., we have also engaged with Bon Secours St. Francis Hospital (St. Francis) regarding the provision of health services to these women housed at St. Clare Home. St. Francis has agreed to provide a mobile medical unit to the Home on a regular basis, connect the women in the Home to a local clinic, and provide any additional support available upon our reasonable request. As one would expect some of these women suffer from psychological disorders that require extensive medical assistance. To best meet these needs we have started conversations with Greenville Memorial as they have the top programs in the area for these specific needs.

In addition to these corporate partnerships, we expect large support from many faith-filled Christians and Christian organizations in the Greater Greenville area. A strong connection already exists between our Churches in the area and medical facilities that provide direct care to women in crisis pregnancy situations and we expect to see these partnerships continue to expand and grow.

Conclusion:

Please direct all questions to the Diocese of Charleston. Michael F. Acquilano will be present at your public hearings to answer any questions you may have on the use of this Home. Please contact him with any additional information at macquilano@charlestondiocese.org and (843) 709-2717.

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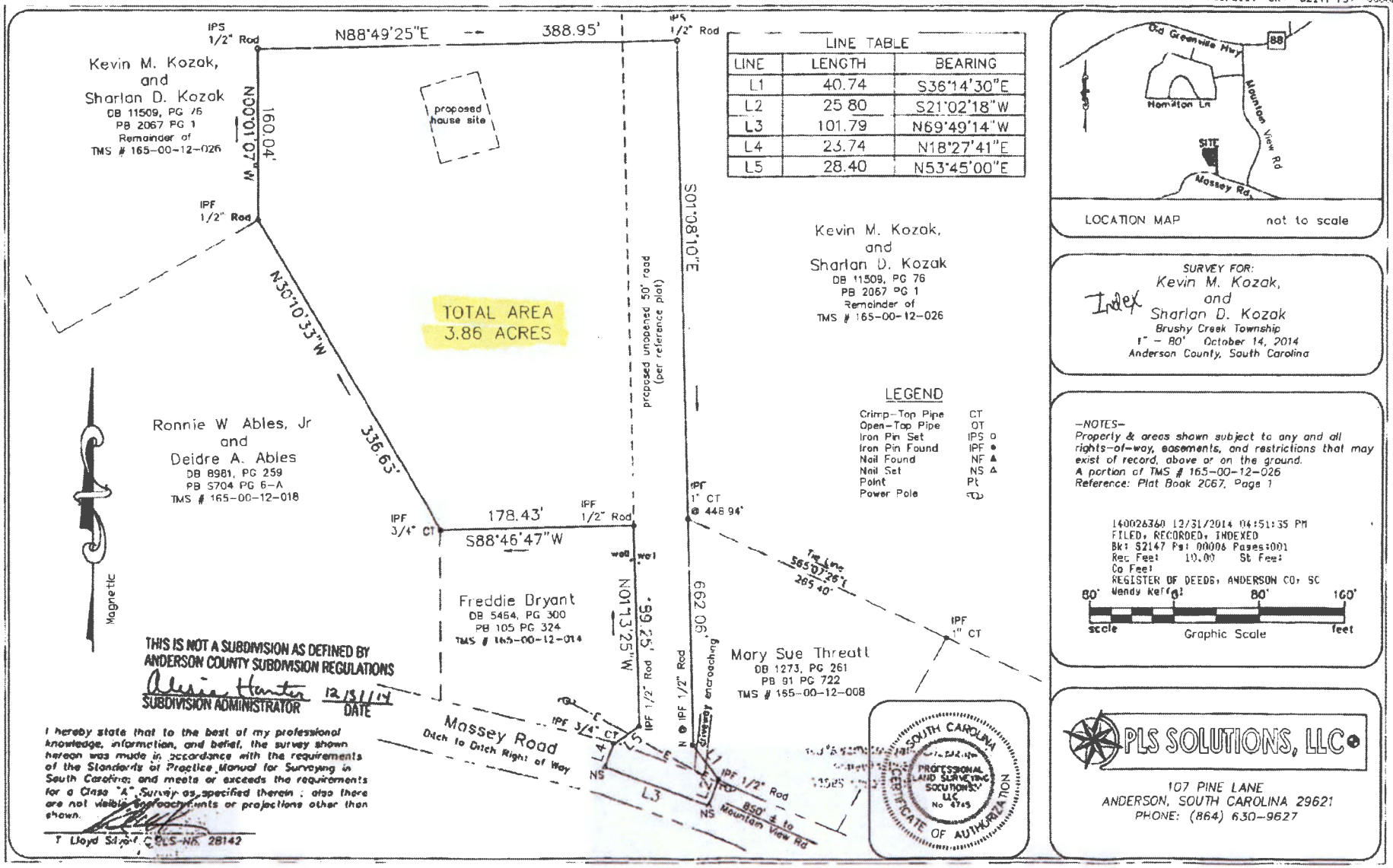
140026360 12/31/2014 Bk: S2147 Pg: 00006



LINE TABLE		
LINE	LENGTH	BEARING
L1	40.74	S36°14'30"E
L2	25.80	S21°02'18"W
L3	101.79	N69°49'14"W
L4	23.74	N18°27'41"E
L5	28.40	N53°45'00"E

LEGEND

Crimp-Top Pipe	CT
Open-Top Pipe	OT
Iron Pin Set	IPS ○
Iron Pin Found	IPF ●
Nail Found	NF ▲
Nail Set	NS △
Point	Pt
Power Pole	

LOCATION MAP not to scale

SURVEY FOR:
Kevin M. Kozak, and Sharlan D. Kozak
Brushy Creek Township
1" = 80' October 14, 2014
Anderson County, South Carolina

Index

-NOTES-
Property & areas shown subject to any and all rights-of-way, easements, and restrictions that may exist of record, above or on the ground.
A portion of TMS # 165-00-12-026
Reference: Plat Book 2067, Page 1

140026360 12/31/2014 04:51:35 PM
FILED, RECORDED, INDEXED
Bk: S2147 Pg: 00006 Pages:001
Rec Fee: 10.00 St Fee:
Co Fee:
REGISTER OF DEEDS, ANDERSON CO, SC
Wendy Kerr

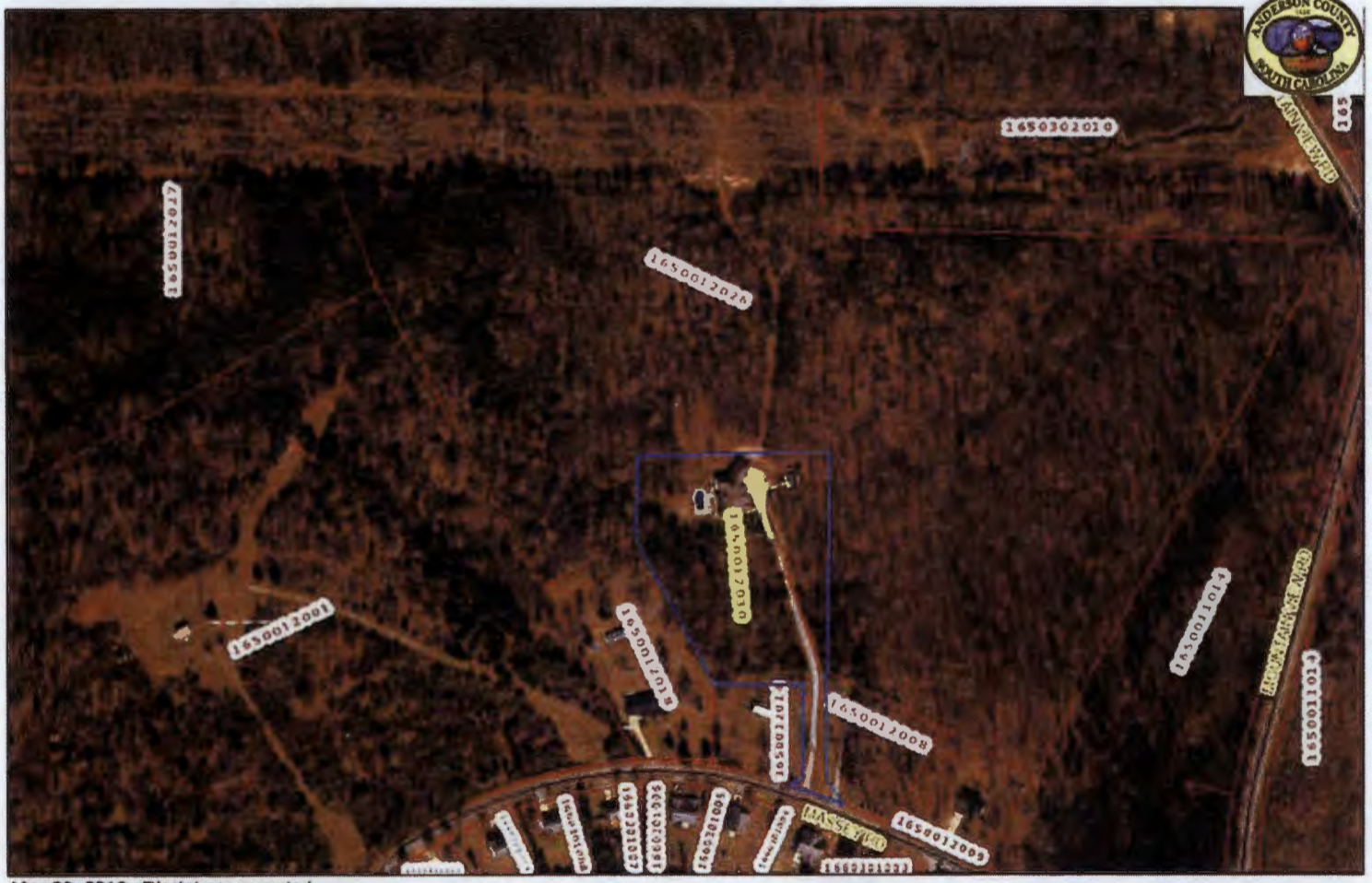
80' 0 80' 160'
scale feet
Graphic Scale

PLS SOLUTIONS, LLC
107 PINE LANE
ANDERSON, SOUTH CAROLINA 29621
PHONE: (864) 630-9627

Plat @ S2147-6

DocuSign Envelope ID: 5C5C6516-DB94-430B-AB07-28F89E2B3448

Anderson County



May 23, 2018 Disclaimer accepted.

TMS:	1650012030		
Owner:	KOZAK SHARLAN D		
Owner Address:	1226 MASSEY RD		
City/State:	PENDLETON SC	Zip Code: 29670	
Deed Book:	12196	Deed Page: 155	
Tax District:	1	Description: MASSEY RD 3.86 AC	
Sale Year:	2016	Sale Price: $10	Market Value: $36,280

ACGIS

N

1 in = 274 ft

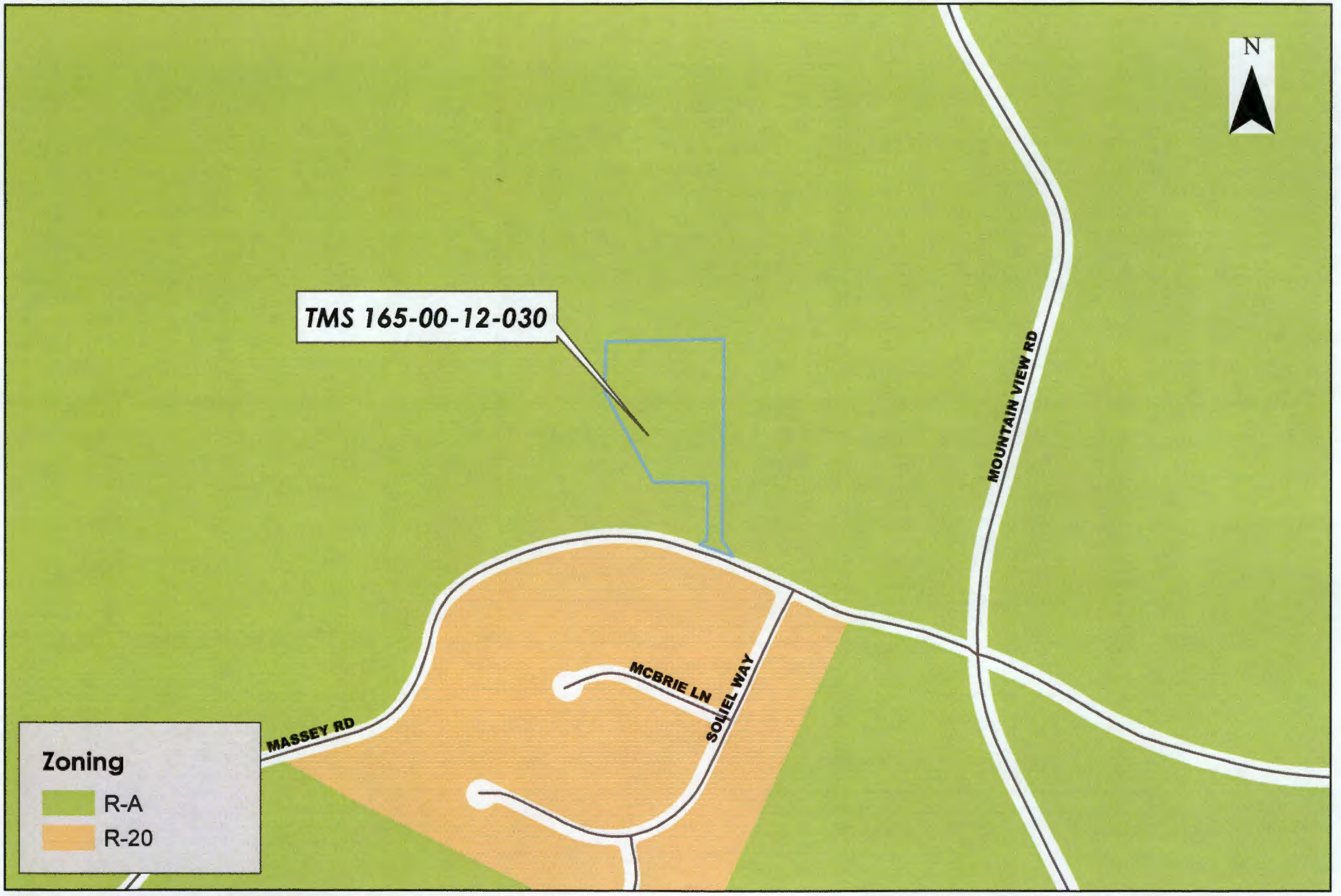
0 0.0275 0.055 0.11 mi

0 0.0425 0.085 0.17 km

ESRI, Highland Mapping, and Anderson County GIS

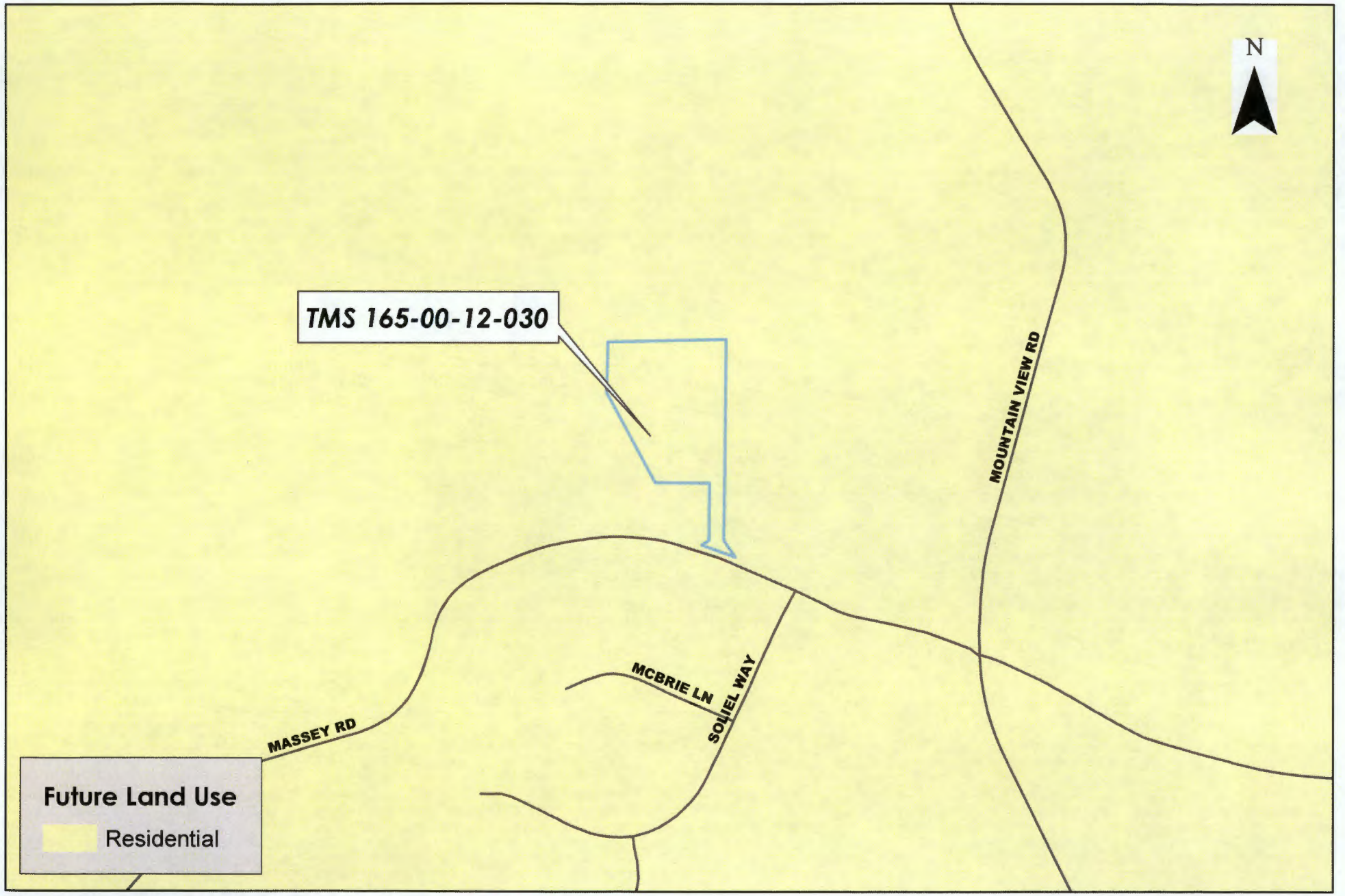
tax map nos.
165-00-12-026
165-00-12-027
165-00-12-030

026 - 49.91 ac
027 - 52.01 ac
030 - 3.86 ac
105.78 ac



Rezoning Request
1226 Massey Road
R-A to R-M1

0 420 840 1,680 Feet



Rezoning Request
1226 Massey Road
R-A to R-M1

0 420 840 1,680 Feet

Rezoning Request
1226 Massey Road
R-A to R-M1

0 250 500 1,000 Feet

Rezoning Request
1226 Massey Road
R-A to R-M1

0 420 840 1,680 Feet

6/22/18

6/22/18

Cale

1226
tate
Realtors
MISSY HICK

ORDINANCE NO. 2018-027

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT IN AN AMOUNT NOT EXCEEDING $5,400,000 RELATING TO THE LEASING AND PURCHASING OF CERTAIN VEHICLES, EQUIPMENT AND PERSONAL PROPERTY, THE EXECUTION OF NECESSARY DOCUMENTS AND CLOSING PAPERS, AND OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the "***County***") is a body corporate and politic and a political subdivision of the State of South Carolina, and as such possesses all general powers granted to counties;

WHEREAS, the County is authorized to acquire and lease property by means of lease-purchase arrangements and such arrangements do not constitute debt within the meaning of the limitation set forth at Article X, Section 14, paragraph (7)(a) of the Constitution of the State of South Carolina, 1895, as amended, and shall constitute only a current expense of the County in each fiscal year;

WHEREAS, lease-purchase arrangements excluding real property and improvements and fixtures thereon do not constitute "financing agreements" for the purposes of Section 11-27-110 of the Code of Laws of South Carolina 1976, as amended, such that the amount financed would be taken into account for the purposes of determining the legality of the transaction and the amount financed;

WHEREAS, the County Council of Anderson County, the governing body of the County (the "***County Council***"), has determined that the need exists at the present time to acquire various vehicles, equipment, and personal property, all as set forth at Exhibit A attached hereto (collectively, the "***Equipment***"). The total cost of the Equipment is estimated to be approximately $5,300,000;

WHEREAS, the Equipment is essential to the operations of the County;

WHEREAS, the Equipment shall be acquired by and titled in the name of the County;

WHEREAS, the County Council has determined that it would be in the best interests of the County to acquire the Equipment pursuant to a lease-purchase financing; and

WHEREAS, the financing of the Equipment shall be in an amount not to exceed $5,400,000.

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

Section 1 Authorization for Lease Purchase Financing, Ratification of Prior Action

The County hereby determines to finance the acquisition of the Equipment through and pursuant to the terms of a lease purchase arrangement (the "***Financing***") in accordance with the terms and conditions of this ordinance (this "***Ordinance***"). The County hereby ratifies and approves the actions previously taken by the County Administrator of the County (the "***County Administrator***") and the Central Administrative Services Director/Purchasing Manager of the County to seek bids for the Financing from financial institutions and award the Financing, on a preliminary basis, to the lessor offering the most advantageous terms to the County in the discretion of the County Administrator (the "***Approved Lender***"). County Council hereby approves _____[1] as the Approved Lender.

Section 2 Certain Delegations to the County Administrator

The County Council hereby delegates to the County Administrator the authority to determine: (a) whether to separate the Financing into multiple transactions, (b) whether to undertake any portion of the Financing on a tax-exempt basis, (c) the amount of the Financing, including any costs of issuance associated therewith, not to exceed $5,400,000 in the aggregate (the "***Lease Amount***"), (d) the final Lease Amount, term, closing date, and other material terms for the Financing not inconsistent with this Ordinance, (e) whether to covenant to include all Lease Payments (as defined below) due in a subject fiscal year in the corresponding proposed annual budget of the County for first reading, (f) whether to covenant to provide notice to the Approved Lender in a timely manner in the event County Council determines not to include all amounts due and owing on the Lease Amount (the "***Lease Payments***") in the budget for a subject fiscal year, (g) under what terms to authorize the possession or transfer of the Equipment to the Approved Lender and to memorialize such terms in the Financing Documents (as defined below), and (h) under what circumstances to allow an assignment from the Approved Lender to a successor institution, provided that in no event shall such assignment result in increased Lease Payments.

Section 3 Execution and Implementation of Financing Documents

All financing contracts and all related documents for the closing of the Financing (the "***Financing Documents***") shall be consistent with the terms provided herein. Without further authorization, the County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Financing Documents to the Approved Purchaser in the name of and on behalf of the County. The County Administrator is hereby directed and authorized to hold executed copies of the Financing Documents until the conditions for delivery of the Financing Documents have been completed to his satisfaction. The Financing Documents shall be in such final form as the County Administrator shall approve, with the County Administrator's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the final form of any of the Financing Documents.

The Chairman of County Council, the Central Administrative Services Director/Purchasing Manager of the County, the Finance Manager of the County, and the Clerk

[1] To be named on or before third reading after receipt of bids.

to County Council are severally authorized execute, acknowledge, and deliver such documents, and to take all such further action, as the County Administrator may consider necessary or desirable, upon advice of counsel, to carry out the Financing as contemplated by the provisions of this Ordinance. The Clerk to County Council is authorized to affix the seal of the County to any of the Financing Documents and attest thereto.

Section 4 Current Expense of the County, Subject to Non-Appropriation

Lease Payments shall be payable from an appropriation for each fiscal year and shall constitute a current expense of the County. Lease Payments required under the Financing Documents shall be and are subject to the availability and appropriation of funds in subsequent fiscal years. The Financing Documents shall include a statement to this effect.

Section 5 Tax Covenants

For any portion of the Financing which the County Administrator determines to undertake on a federally tax-exempt basis, the County Administrator may covenant on behalf of the County that the County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on the Financing to be includable in the gross income for federal tax purposes of the registered owners of the Financing.

Section 6 Costs and Expenses

The County understands that certain costs of issuance are associated with the Financing and the County agrees that all such costs will be timely paid upon the closing of the Financing Documents and may be included in the Lease Amount.

Section 7 General Repealer; Severability

All prior actions of County officers in furtherance of the purposes of this Ordinance are hereby ratified, approved and confirmed. All resolutions or ordinances (or parts thereof) in conflict with this Ordinance are hereby repealed, to the extent of the conflict. To the extent any portion of this Ordinance is declared to be invalid or unenforceable by a court of competent jurisdiction, such invalid or unenforceable portions are hereby declared to be severable and the remaining portions shall continue in full force and effect.

Section 8 Effective Date

This Ordinance shall become effective immediately upon third reading by County Council.

ORDAINED in meeting duly assembled this ___ day of _____, 2018.

ATTEST:

ANDERSON COUNTY COUNCIL

_____
Rusty Burns
Anderson County Administrator

_____
Tommy Dunn, Chairman

_____
Lacey Croegaert
Anderson County Clerk to Council

Approved as to form:

_____
Leon C. Harmon
Anderson County Attorney

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

EXHIBIT A

Description of Vehicles, Equipment, and Personal Property

QUANTITY	DEPARTMENT	DESCRIPTION	AMOUNT
55	Sheriff	Vehicles Plus Upfitting	$ 2,750,000
20	Roads & Bridges	Pickup Trucks	800,000
4	Roads & Bridges	Tractors	400,000
2	Roads & Bridges	Dump Trucks	240,000
1	Roads & Bridges	Paver	160,000
2	Roads & Bridges	Skidsteers	130,000
---	Roads & Bridges	Mowing Equipment	90,000
12	Other County Departments	Vehicles	400,000
4	Other County Departments	Mowers	60,000
---	Other County Departments	Various Vehicles & Equipment	215,000
1	HAZMAT	Chassis	55,000
	Total borrowing		**$ 5,300,000**

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

ORDINANCE 2018-028

AN ORDINANCE AUTHORIZING THE ADDITION OF BAILTUCK, LLC AS A SPONSOR AFFILIATE TO THAT CERTAIN FEE AGREEMENT, DATED AS OF DECEMBER 1, 2012, BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND SARGENT METAL FABRICATORS, INC.; AND OTHER MATTERS RELATING TO THE FOREGOING.

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

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

WHEREAS, Sargent Metal Fabricators, Inc. (the "Company"), a South Carolina corporation, duly authorized to do business in South Carolina, and, in fact already doing business in the County, having already invested in excess of $7,000,000 in manufacturing property in the County and having gone from approximately 50 employees in 2003 to approximately 100 employees in Anderson County in 2011, entered into a new Fee in Lieu of Tax Agreement with the County, dated as of December 1, 2012 (the "Fee Agreement"), for a Project involving the investment of at least an additional Two Million Five Hundred Dollars ($2,500,000) in Anderson County and the creation of at least twenty (20) new full-time jobs in Anderson County; and

WHEREAS, the Act allows the addition of Sponsor Affiliates to fee in lieu of tax agreements, to join in the authorized investment and job creation for the Projects, and Bailtuck LLC, a South Carolina limited liability company desires to be added to the Fee Agreement as a Sponsor Affiliate, to participate in the investment and job creation of the Project with the

Company, and the Company likewise desires for Bailtuck, LLC to become a Sponsor Affiliate under the Fee Agreement, pursuant to the Act; and

WHEREAS, Bailtuck, LLC is already a party to a previous fee in lieu of tax agreement between the Company and the County and therefore well known to the County as being closely affiliated with the Company and therefore a likely Sponsor Affiliate under the Fee Agreement; and

WHEREAS, the County desires to add Bailtuck, LLC to the Fee Agreement as a Sponsor Affiliate, to invest in the Project and create additional jobs in the County, all in accordance with and pursuant to the Act, and has had created a Joinder Agreement, attached hereto as Attachment A, for that purpose:

NOW, THEREFORE, BE IT ORDAINED by Anderson County, South Carolina, as follows:

Section 1. As contemplated by the Act and based on the representations of the Company as recited herein, it is hereby found, determined and declared by the County Council, as follows:

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

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

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

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

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

(f) The Fee Agreement will require the Company, and Bailtuck, LLC, as Sponsor Affiliate, to make fee-in-lieu of tax payments in accordance with the provisions of the Act; and

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

Section 2. Bailtuck, LLC is hereby authorized to become a Sponsor Affiliate under the Fee Agreement through and pursuant to the Act, by and through execution, along with the Company and the County, of the Joinder Agreement attached hereto as Attachment A and hereby incorporated herein by reference as fully as if set forth verbatim herein. The Chairman of County

Council and the County Administrator are hereby authorized and directed to execute and deliver the Joinder Agreement to Bailtuck, LLC and the Company for their subsequent execution. Attachment A is to be in the same form as attached hereto, or with such minor revisions thereto as are not inconsistent herewith nor materially adverse to the County.

Section 3. All other terms and provisions of the Fee Agreement not explicitly modified or amended hereby remain in full force and effect. The sole purpose of this ordinance is to add Bailtuck, LLC to the existing Fee Agreement, with the consent of the Company and the County.

Section 4. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or proper to effect the execution and delivery of the Joinder Agreement, and the performance of all obligations of the County under and pursuant to the Joinder Agreement.

Section 5. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 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 this Ordinance shall take effect and be in full force from and after its passage and approval.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Done in meeting duly assembled this ___ day of _____, 2018.

ATTEST:

_____
Rusty Burns
Anderson County Administrator

_____
Tommy Dunn, Chairman
Anderson County Council

_____
Lacey Croegaert
Clerk to Council

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

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

ATTACHMENT A

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee in Lieu of Tax Agreement, effective as of December 1, 2012 ("Fee Agreement"), between Anderson County, South Carolina ("County") and Sargent Metal Fabricators, Inc. ("Company").

1. Joinder to Fee Agreement.

Bailtuck LLC hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement except the following: [None]; (b) acknowledges and agrees that (i) in accordance with the Act, the undersigned has been designated as a sponsor affiliate by the Company for purposes of the Project and that designation has been consented to by the County according to the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a sponsor affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned has all of the rights and obligations of the Company as set forth in the Fee Agreement. The Company, by execution hereof, requests and consents to the addition of Bailtuck, LLC to the Fee Agreement as a sponsor affiliate under the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

4. Notice.

Notices under Section 12.03 of the Fee Agreement shall be sent to:

Bailtuck LLC
Attn: Mr. Tim Hayden
5500 Airport Road
Anderson, South Carolina 29621

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

_____
Date

Name of Entity: Bailtuck LLC
By: _____
Its: _____

AND THE COMPANY has requested and agreed to the addition of Bailtuck, LLC to the Fee Agreement as a Sponsor Affiliate.

_____
Date

Name of Entity: Sargent Metal Fabricators, Inc.
By: _____
Its: _____

ORDINANCE NO. 2018-032

AN ORDINANCE TO RETURN REAL PROPERTY LOCATED ON PEARMAN DAIRY ROAD (TMS NO. 095-00-09-012) TO ATLANTA BAKING COMPANY, INC. WHICH WAS DEEDED TO ANDERSON COUNTY BY ATLANTA BAKING COMPANY, INC. ON SEPTEMBER 21, 1981, TO FACILITATE AN INDUSTRIAL DEVELOPMENT REVENUE BOND PROJECT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Atlanta Baking Company, Inc. deeded property located on Pearman Dairy Road (TMS No. 095-00-09-012) to Anderson County on September 21, 1981 by Warranty Deed recorded in Book 19Q, Page 813;

WHEREAS, the Warranty Deed to Anderson County and Installment Purchase Agreement between Anderson County, South Carolina and Atlanta Baking Company, Inc. dated as of September 21, 1981 (recorded in Book 19-Q, Page 814) related to an Industrial Development Revenue Bond Project;

WHEREAS, this Industrial Development Revenue Bond Project is no longer shown on the conduit debt list maintained by the Anderson County Finance Department;

WHEREAS, Atlanta Baking Company, Inc. has paid taxes on the property with TMS No. 095-00-09-012;

WHEREAS, Atlanta Baking Company has requested that Anderson County deed the property with TMS No.: 095-00-09-012 back to Atlanta Baking Company, Inc.; and

WHEREAS, Anderson County is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to leave, sell or otherwise dispose of real and personal property.

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

1. The Anderson County Council hereby approves the return of the real property identified by Tax Map No.: 095-00-09-012 to Atlanta Baking Company, Inc., the purpose for which it was deeded to Anderson County, South Carolina to facilitate an Industrial Development Revenue Bond project having been completed. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name of and on behalf of Anderson County, South Carolina to carry out the transactions contemplated by this Ordinance.

2. 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.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a Court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

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

ATTEST:

_____
Rusty Burns
Anderson County Administrator

_____
Tommy Dunn, Chairman
Anderson County Council

_____
Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

ORDINANCE NO. 2018-034

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE TERM UNDER THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND BMW MANUFACTURING CO. LLC DATED AS OF SEPTEMBER 1, 1998; THE AMENDMENT OF SUCH LEASE AGREEMENT TO REFLECT SUCH EXTENSION; AND OTHER MATTERS RELATING THERTO.

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 South Carolina Constitution (the "**Constitution**") and the Code of Laws of South Carolina 1976, as amended (the "**Code**"), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 12 of the Code (the "**Act**"), to acquire, or cause to be acquired, properties (which properties constitute "projects" as defined in the Act) and to enter into agreements with any industry 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 development of the State of South Carolina (the "**State**") will be promoted and trade developed by inducing manufacturing and commercial enterprise 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 or other public benefits not otherwise provided locally;

WHEREAS, in the exercise of the foregoing powers, the County and BMW Manufacturing Corp. (subsequently converted to BMW Manufacturing Co., LLC), a company organized and existing under the laws of the State of Delaware (the "**Company**"), have heretofore entered into an Inducement and Millage Rate Agreement dated December 22, 1997 (the "**Inducement and Millage Rate Agreement**") and a fee-in-lieu of taxes ("**FILOT**") Lease Agreement dated as of September 1, 1998 (the "**FILOT Agreement**") providing for certain incentives, including, without limitation, payment of a FILOT with respect to the Company's Project (as defined in the FILOT Agreement) in the County;

WHEREAS, the Company has made significant investment in the Project;

WHEREAS, by an amendment dated November 4, 2003, the FILOT Agreement was amended to extend the Project Acquisition Period (as defined in the FILOT Agreement) to ten years after January 1, 1999, and to extend the date of the maximum term of the FILOT Agreement to December 31, 2028;

WHEREAS, the FILOT Agreement provides that any property placed in service as part of the Project during the Project Acquisition Period shall be included in the calculation of FILOT payments under the FILOT Agreement for a period not exceeding 20 years following the year in which such property is placed in service (the "**FILOT Term**");

WHEREAS, the Company has requested that the County amend the FILOT Agreement by extending the FILOT Term from 20 years to 40 years as permitted by Section 4-12-30(C)(4) of the Code and Section 3.B of Act No. 290 of 2010, South Carolina General Assembly (the "**Extension**");

WHEREAS, the County has determined that the FILOT Extension would directly and substantially benefit the general public welfare of the County by inducing the Company to continue to invest in the Project thereby increasing the ad valorem tax base, employment opportunities or other public benefits not otherwise provided locally; and that the FILOT Extension gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Extension, i.e., economic development, maintenance and creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the FILOT Extension will be greater than the costs; and

WHEREAS, the Extension will be effected pursuant to an amendment to the FILOT Agreement (the "**Amendment**") which is now before this meeting and is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Statutory Findings. The County hereby finds and determines that the FILOT Extension would directly and substantially benefit the general public welfare of the County by supporting and encouraging the Company to continue the Project and to make additional investments; and that such extension gives rise to no pecuniary liability of the County or a charge against the County's general credit or taxing power.

Section 2. Approval of 20-Year Extension of FILOT Term from 20 to 40 Years. Pursuant to Section 4-12-30(C)(4) of the Code and Section 3.B. of Act No. 290 of 2010, South Carolina General Assembly, the County hereby amends the FILOT Agreement (and, as applicable, the Inducement and Millage Rate Agreement) by extending the 20-year FILOT Term under the FILOT Agreement (and, as applicable, the Inducement and Millage Rate Agreement), to a total FILOT Term of 40 years.

Section 3. Execution of Amendment to FILOT Agreement. 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 this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they each are 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 be approved 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 Amendment now before this meeting.

Section 4. Further Actions. The Chair of County Council, the County Administrator 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 5. Governing Law. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. Severability. 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. Effectiveness of Ordinance. All Ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. In all other respects the prior Ordinances, resolutions and parts thereof which are not in conflict with the amendments hereto, shall remain in full force and effect. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

Section 8. Official Action. It is the intention of the County Council that this Ordinance shall constitute an official action on the part of the County within the meaning of any statute or other legislative enactment relating to the provision of incentives including, without limitation, the approval of the extension of the FILOT Term under the FILOT Agreement.

DONE, RATIFIED AND ADOPTED this ____day of _____, 2018.

ATTEST:

_____
Rusty Burns
Anderson County Administrator

_____
Lacey Croegaert
Anderson County, South Carolina

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

FOR ANDERSON:

_____
Tommy Dunn, Chairman
Anderson County Council

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned, Clerk to County Council of Anderson County ("County Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on three separate days. At least one day passed between first and second reading and at least seven days between second and third reading. At each meeting, a quorum of the County Council was present and remained present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Anderson County Council, South Carolina, as of this _____ day of _____, 2018.

_____
Lacey Croegaert
Clerk to Council Anderson County, South Carolina

~#4822-1404-3750 v.1~

AMENDMENT
TO LEASE AGREEMENT

This Amendment (the "**2018 Amendment**") to the September 1, 1998 fee-in-lieu of taxes ("**FILOT**") Lease Agreement (the "**FILOT Agreement**"), by and between Anderson County, South Carolina (the "**County**"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, and BMW Manufacturing Co., LLC is entered into as of this ___ day of _____ 2018.

WHEREAS, the County and BMW Manufacturing Corp. (subsequently converted to BMW Manufacturing Co., LLC), a company organized and existing under the laws of the State of Delaware (the "**Company**"), have heretofore entered into an Inducement and Millage Rate Agreement dated December 22, 1997 ("**Inducement and Millage Rate Agreement**") and the FILOT Agreement, providing for certain incentives, including, without limitation, payment of a FILOT with respect to the Company's Project (as defined in the FILOT Agreement) in the County;

WHEREAS, the Company has made significant investments in the Project;

WHEREAS, by an amendment dated October 14, 2003, the FILOT Agreement was amended to extend the Project Acquisition Period (as defined in the FILOT Agreement) to ten years after January 1, 1999, and to extend the date of the maximum term of the FILOT Agreement to December 31, 2028 ("**2003 Amendment**");

WHEREAS, the FILOT Agreement provides that any property placed in service as part of the Project during the Project Acquisition Period shall be included in the calculation of FILOT payments under the FILOT Agreement for a period not exceeding 20 years following the year in which such property is placed in service (the "**FILOT Term**");

WHEREAS, the Company has requested that the County amend the FILOT Agreement by extending the FILOT Term from 20 years to 40 years, as authorized by Section 4-12-30(C)(4) of the Code and Section 3.B. of Act No. 290 of 2010, South Carolina General Assembly (collectively, the "**Extension**"); and

WHEREAS, the County has determined that the Extension would directly and substantially benefit the general public welfare of the County by inducing the Company to continue to invest in the Project thereby increasing the ad valorem tax base, employment opportunities or other public benefits not otherwise provided locally; and that the Extension gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Extension, i.e., economic development, maintenance and creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the Extension will be greater than the costs.

In consideration of the respective representations and agreements contained in this 2018 Amendment and other value, the parties hereto agree as follows:

1. The reference in Section 4.3 to "20 years" is hereby amended to read "40 years," and the reference in Section 4.3 to "December 31, 2028" (as provided by the 2003 Amendment) is hereby amended to read "December 31, 2048."

2. The references in Section 4.6(c)(iv) of the FILOT Agreement to "20 years" and to "20-year" are hereby amended to read "40 years" and "40-year."

3. To the extent that the terms of this 2018 Amendment differ from, or are otherwise inconsistent with, the terms of the FILOT Agreement (as previously amended) or the Inducement and Millage Rate Agreement (as previously amended), such Agreements are hereby amended.

4. The FILOT Agreement and Inducement and Millage Rate Agreement shall remain and continue in full force and effect, except as otherwise expressly provided in this 2018 Amendment.

[Remainder of page intentionally left blank]

IN WITNESS HEREOF, Anderson County, South Carolina and BMW Manufacturing Co., LLC, each pursuant to due authority, have duly executed this 2018 Amendment, all as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By:_____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

_____
Lacey Croegaert
Clerk to Council of Anderson County

BMW MANUFACTURING CO., LLC

By:_____
Name:_____
Title:_____

~#4822-4917-1046 v.1~

Anderson County Purchasing Department Bid Tabulation

BID# 18-053 RFQ to Provide Construction Engineering and Inspection Services for Project NASA

	Vendor	Total Cost
1	BLE	Responded
2	Davis & Floyd	Responded
3	HDR	Responded
4	Infrastructure Consulting & Engineering	Responded
5	PSI USA	No Response
6	Transystems	No Response
7	EAS-Pro	No Response
8	Soil Consultants	No Response
9	Prime Vendor	No Response
10	Dunn Engineering	No Response
11	M Baker Intl.	No Response
12	USA NOVA	No Response
13	Seamon Whiteside	No Response
14	MMSA Inc.	No Response

	Vendor	Total Cost
15	Design South	No Response
16	IMS	No Response
17	AEC-SC	No Response
18	Constructional Journal	No Response
19	JLA Group	No Response
20	Dennis Corp.	No Response
21	Britt Peters	No Response
22	GO-IEI	No Response
23	Froehling & Robertson	No Response
24	Ajax Building	No Response
25	Parrish & Partners	No Response
26	Jeff Hilderbran	No Response
27	Safe Built	No Response
28	SME Inc.	No Response
29	TRC	No Response

AWARDED TO: Davis + Floyd

Fee Estimate
Anderson Project NASA

Task	Description	HOURS								
		Principal	Sr Engineer	Engineer	RCM	Sr. Inspector	Sr. Inspector (OT)	Inspector	Inspector (OT)	Admin
1	Site Inspection	0	0	39	2343	0	0	3002.5	180	327
2	SWPPP Inspection	0	0	0	57	0	0	130	0	44
3	Office Support	9	26	118	0	0	0	0	0	0
4	LPA Reimbursement Requests	6	39	0	0	0	0	0	0	44
5	DBE, Payroll, EEO	12	24	118	24	0	0	0	0	30
6	Contractor Pay Requests	0	0	0	39	0	0	0	0	29
7	Sampling and Testing	0	27	0	0	0	0	0	0	44
8	Project Closeout	5	17	0	77	0	0	37.5	0	45
	Total Hours	32	133	275	2540	0	0	3170	180	563
	Labor Rate ($/hr.)	$ 70.00	$ 50.00	$ 35.00	$ 35.00	$ 30.00	$ 45.00	$ 20.00	$ 30.00	$ 18.00
	Audited OH Rate	$ 208.54	$ 148.96	$ 104.27	$ 93.37	$ 80.03	$ 120.04	$ 53.35	$ 80.03	$ 53.62
	Labor Cost	$ 6,673.18	$ 19,811.02	$ 28,673.84	$ 237,149.64	$ -	$ -	$ 169,125.84	$ 14,405.04	$30,190.20
	Total Labor	$ 506,028.76								
	Expenses	$ 85,000.00								
	Total Estimated Fee	$ 591,028.76								

	OH	FCCM	Fixed Fee
Field*	142%	0.56%	10%
Office*	170%	0.91%	10%

*Preliminary Audited Overhead Rates. Actual accepted audited overhead rates will be used on invoices

ATTACHMENT "A"

SCOPE OF SERVICES AND SCHEDULE

GENERAL:

Techtronic Industries North America, Inc. (TTI) is locating a 363,000sf Innovation Center building complex for their corporate headquarters adjacent to I-85 west of the I-85/SC 81 interchange. (See Attachment D) Their facility will be fully operational in June 2019. Anderson County has committed to providing new construction access to their site by September 15, 2018 and completion of all roadwork by April 30, 2019. Time is of the essence for meeting this critical deadline.

The project has been granted Appalachian Regional Commission (ARC) – Local Access Road federal funds as a portion of the construction funding. Anderson County has been approved as the Local Public Agency (LPA) and as such is administering this project for the SCDOT. While the bid package, construction contract, and contract documents are with and provided by the County, all other aspects of this project shall follow SCDOT and FHWA guidelines and regulations. There will be:

1. DBE subcontractor or vendor requirements and quarterly reporting.
2. Davis-Bacon Act payroll reporting, interviews, bulletins, and possible internship.
3. Material Testing and Certifications per SCDOT RCE requirements.
4. Inspections by certified consultant staff, county, and SCDOT RCE staff.
5. Compliance with SCDOT standard specifications for materials, construction methods and construction quality as identified in the bid package.
6. Any items not listed above that are included in the Federal Aid Contract Provisions.

DESCRIPTION OF WORK:

Wigfall Drive (S-04-1132) – Currently it is a state secondary road that was built when I-85 was originally built and is on Interstate R/W. It has never been improved and has 18' pavement in disrepair. It begins at Scotts Bridge Road and continues east 0.36 miles beside I-85 to the TTI property line. The existing two-lane road will be reconstructed to a two-lane urban curb and gutter section with 12-foot travel lanes, 5-foot wide concrete ADA sidewalk, drainage culverts and catch basins.

Wigfall Drive Extension – This new County road will start at the east end of Wigfall Drive (S-4-1132) and will continue east for 0.50 miles and terminate at TTI Drive. The roadway will have two 12' travel lanes, 5-foot wide concrete ADA sidewalk, drainage culverts and catch basins. Several of the catch basins and culverts will be previously placed by TTI, along with subgrade fill at approximately one-foot below subgrade elevation.

TTI Drive – This new County road begins at Ryobi Drive and extends 0.12 miles to a point approximately 160 feet beyond its intersection with Wigfall Drive Extension. The roadway will have two 12' travel lanes, 5-foot wide concrete ADA sidewalk, drainage culverts and catch basins. There is also a creek crossing that will be spanned by a pre-fabricated 66-foot long by 48-foot wide precast reinforced concrete floorless culvert system, with pile and cap foundation and modular concrete block facing MSE walls and wing walls. The pre-fabricated structure will be provided by the County through a separate materials bid. Delivery by the materials bid vendor will be coordinated by the prime contractor.

STAGED WORK:

The project has two stages of work to be completed by two contract deadlines. Each contract deadline has its own liquidated damages to be applied if that portion of work is not substantially complete and ready to open to public travel by end of work that day.

Stage 1 – Construct TTI Drive stream crossing and roadbed to intermediate pavement course, construct Wigfall Drive Extension to intermediate pavement course and required SWPPP work. Clear and grub r/w on

Wigfall Drive (S-4-1132) while providing construction access to TTI Property. Construction access for TTI Innovation Center site parking garage via TTI Drive must be delivered by **September 15, 2018.**

Stage 2 – Reconstruct Wigfall Drive (S-4-1132) and place asphalt surface course and permanent signs, striping and landscaping to entire project length. Substantial completion and opening to public travel before **April 30, 2019.**

UTILITIES:

Utility installation and relocation work will occur during construction due to the special nature of this project and TTI's facility needs. Close coordination of work will be required of the Contractor. The following utility work is anticipated and known at the time of the RFQ advertisement:

1. Powdersville Water District (PWD) – An existing 12" water line on the north side of Wigfall Drive (S-4-1132) will be abandoned once the 1800' of new 12" water main from Scott's Bridge Road to the TTI property is installed by PWD's contractor beginning after Stage 1 clearing and grubbing is completed.
2. Fort Hill Natural Gas Authority – An existing 4" HP main on the north side of Wigfall Drive (S-4-1132) will be abandoned once the 1800' of new 4" HP main from Scott's Bridge Road to the TTI property is installed by Fort Hill's contractor beginning after Stage 1 clearing and grubbing is completed.
3. AT&T – They have an underground facility junction area located at the Wigfall Drive and Scott's Bridge Road intersection. There is no anticipated relocation. There is abandoned copper wire facilities along the north side of Wigfall Drive (S-4-1132). They will install a critical fiber optic line on Wigfall Drive (S-4-1132) during the course of the project.
4. Charter Communications - They have lines on the Duke Energy power poles and a pedestal near Scotts Bridge Road on Wigfall Drive (S-4-1132). There is no anticipated relocation. They will install a critical fiber optic line on Wigfall Drive (S-4-1132) during the course of the project.
5. Blue Ridge Electric Cooperative – They will install service lines to the Innovation Center from the undeveloped TTI property on Wigfall Drive (S-4-1132). The new lines will be located on the TTI property but will cross under the new Wigfall Drive Extension near the proposed Battery Lab area.
6. Duke Energy – They have a major transmission line that crosses Wigfall Drive (S-4-1132) that will not be affected by the project. They have a distribution line that crosses Wigfall Drive (S-4-1132) just east of the Scotts Bridge Road. There is no anticipated relocation.

PROJECT COORDINATION AND SCHEDULE:

TTI's contractor, BE&K and their subcontractors are on site building their new facility. It is of upmost importance that clear communications and effective coordination are maintained throughout the project. The Contractor will be responsible for daily coordination of work with TTI and BE&K on the project site. Should issues arise that cannot be resolved by the Contractor or are out of the Contractor's ability to control, the County's on site CEI manager should immediately be notified. Time is of the essence for completion of this project, and coordination and cooperation between the various contractors is essential.

The Contractor will maintain an accurate CPM Progress Schedule, Level II, throughout the project. It will be shared with the County and its CEI manager, TTI and BE&K prior to TTI's project coordination conference calls, which the Contractor and CEI manager will participate in. Additionally, the County will request the Contractor and the CEI manager to attend regular county project progress meetings to review the CPM Progress Schedule and manage project challenges.

Keeping the project and contractor on schedule, time savings, cost savings and quality construction will be the key goals of this project. The County is seeking a strong and reliable partner in this project's CEI firm.

I. CEI Scope of Services

The following is a general scope of services that the selected Proposer could provide the County. This scope is non-exclusive and may be expanded at any time during the course of the contract based on the County's engineering services need and the selected Proposer's abilities. The selected Proposer must **demonstrate expertise in the entire list**. A 7% DBE subconsultant participation is required by SCDOT.

The selected Proposer will enter into a federal reimbursement eligible contract with the County. SCDOT prohibits any firm involved in the design of the project from being the project's CEI services provider.

Construction Engineering and Inspection (CEI)

1. Provide construction manager with a minimum of 10 years roadway construction and project management experience, with both SCDOT project and county or municipal project experience.
2. Provide on-site SCDOT certified roadway construction inspectors, with a minimum of five years roadway construction experience, during all construction activities to assure the design and specifications for each firm managed project are being followed by the contractors.
3. Provide specialized SCDOT certified inspectors and testing technicians for concrete work, pipe installation, foundations, and asphalt plant/materials inspections.
4. Provide specialized SCDOT certified inspectors and testing technicians for on-site factory precast reinforced concrete fabrication inspections and sampling work.
5. Provide professional certified materials testing and laboratory services as required by SCDOT.
6. Initiate and conduct the pre-construction meeting for projects. Distribute minutes of preconstruction meeting and follow-up question answers.
7. Provide construction stormwater management inspections as required, by a CEPSCI certified inspector.
8. Coordinate daily work effort with contractor and county project manager.
9. Manage daily work quantities and sign-off sheets. Conduct field surveys as needed.
10. Pull material samples and test them as required by SCDOT RCE.
11. Manage material certifications, delivery certifications and other quality assurance requirements.
12. Record daily activities, equipment used, weather, construction issues and delays.
13. Monitor contractor's traffic control devices and flagging procedures for compliance with SCDOT construction traffic control standards and the MUTCD.
14. Maintain good public relations and resolve public road access concerns promptly.
15. Work with contractor to resolve field problems. Involve county project manager and/or engineer of record as needed.
16. Review contractor's invoices and recommend approval for payment. Resolve billing issues with contractor.
17. Manage change order scope, contractor's estimate and engineer's approval. Proceed with change order work once approved by County and SCDOT.
18. Assure contractor meets DBE subcontractor or vendor requirements and quarterly reporting.
19. Perform Davis-Bacon Act payroll reporting, interviews, bulletins, and possible internship monitoring.
20. Review requests for contract time extensions. Advise county of review recommendation.
21. Schedule and perform punch list inspection with contractor and others as required.
22. Schedule and perform final inspection for acceptance by SCDOT with contractor and others as required.
23. Review contractors' red-line drawings for SCDOT and county. Submit to appropriate offices.
24. Coordinate with county to provide all project related inspections, red-line drawings, correspondence and other records for the SCDOT and the county as required. File will be audited by Anderson County Finance Department and may be selected for FHWA or SCDOT audit.
25. Coordinate and/or attend regular status meetings with county, developer and contractors' staff.

Anderson County Purchasing Department Bid Tabulation

Bid Opening Date and Time June 5, 2018 @ 11:00 a.m.

Bid # 18-063

Project NASA

Vendor	Total Estimated Base Bid Cost	Addendum #1 Acknowledged	Addendum #2 Acknowledged	Attended Pre-Bid
Morgan Corporation	$5,545,278.50	✓	✓	✓
LCK	$ NA			✓
BE&K	$ NR			✓
Crowder Construction Company	$ NR			✓
S & S Construction, Inc.	$ NR			✓
Dillard Excavating	$ NR			✓
Palmetto Infrastructure	$ NR			✓
Roger's Group	$ NR			✓
F&R Asphalt, Inc.	$ NR			No
Earth Materials Grading, Inc.	$ NR			No
Thrift Development Corp. General Contractors	$ NR			No
Onvia	NR			No
Prime Vendor, Inc.	$ NR			No
Vulcan Materials Company	$ NR			No
The Belk Company	$ NA			No
Dennis Corporation	$ NR			No
Pickens Construction	$ NR			No
Graham County Land Company	$ NR			No
Construction Journal	$ NR			No
Construct Connect	$ NR			No
LED Source	$ NA			No

King Asphalt, Inc.	$ NR			No
Powdersville Water	$ NR			✓
Contech	$ NR			✓
Opened By: Robert E. Arnold				
As Witnessed By: Jim McElhaney				

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624

REQUEST FOR BIDS, OFFER, AND AWARD

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SECTION IV: Addendum A

BASE BID FORM (Revised)

Project Name: Project NASA (SCDOT File No. P036904)

Name of Party submitting the Bid: Morgan Corp

To: Purchasing Manager for Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

FEDERAL REIMBURSEMENT ELIGIBLE BID ITEMS

ITEM NO.	PAY ITEM	PAY UNITS	TOTAL QUANTITY	UNIT COST	TOTAL ITEM COST ($)
1031000	MOBILIZATION	1	LS	$48,000.00	$48,000.00
1032010	BONDS AND INSURANCE	1	LS	$32,000.00	$32,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	1	EA	$45,000.00	$45,000.00
1071000	TRAFFIC CONTROL	1	LS	$10,000.00	$10,000.00
1080300	CPM PROGRESS SCHEDULE	1	LS	$15,000.00	$15,000.00
1090200	AS-BUILT CONSTRUCTION PLANS	1	LS	$40,000.00	$40,000.00
2012001	CLEARING & GRUBBING WITHIN ROADWAY	5	ACRE	$11,500.00	$57,500.00
2027801	REMOVAL OF EXIST. GUARDRAIL	138	LF	$25.00	$3,450.00
2031100	ORGANIC TOPSOIL	3330	CY	$8.50	$28,305.00
2031000	UNCLASSIFIED EXCAVATION	11790	CY	$14.00	$165,060.00
2033000	BORROW EXCAVATION	14249	CY	$29.00	$413,221.00
3069900	MAINTENANCE STONE	50	TON	$42.00	$2,100.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	3481	TON	$67.00	$233,227.00
4011004	LIQUID ASPHALT BINDER PG64-22	419	TON	$725.00	$303,775.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	3095	TON	$73.50	$227,482.50
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	1548	TON	$70.00	$108,360.00
6021120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	228	SF	$12.00	$2,736.00
6271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.	171	LF	$15.00	$2,565.00
6271025	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO.-125 MIL	165	LF	$22.00	$3,630.00

6271074	4" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL.	9035	LF	$3.00	$27,105.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR.- 4"X4"	250	EA	$15.00	$3,750.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	70	SF	$25.00	$1,750.00
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	165	LF	$10.50	$1,732.50
6531500	REFLECTIVE SIGN POST PANELS	165	LF	$11.50	$1,897.50
7016125	STRAIGHT HEADWALL FOR 18" CIRCULAR PIPE-1 LINE	3	EA	$2,800.00	$8,400.00
7016135	STRAIGHT HEADWALL FOR 24" CIRCULAR PIPE-1 LINE	5	EA	$3,100.00	$15,500.00
7016145	STRAIGHT HEADWALL FOR 30" CIRCULAR PIPE-1 LINE	2	EA	$3,400.00	$6,800.00
7112220	STEEL H BEARING PILING (HP14 X 73)	3600	LF	$100.00	$360,000.00
7143618	18" SMOOTH WALL PIPE	3005	LF	$53.00	$159,265.00
7143624	24" SMOOTH WALL PIPE	651	LF	$71.00	$46,221.00
7143630	30" SMOOTH WALL PIPE	286	LF	$88.00	$25,168.00
7143636	36" SMOOTH WALL PIPE	8	LF	$175.00	$1,400.00
7191605	CATCH BASIN -TYPE 16	4	EA	$4,650.00	$18,600.00
7191625	CATCH BASIN -TYPE 17	26	EA	$5,100.00	$132,600.00
7191650	CATCH BASIN -TYPE 18	3	EA	$6,500.00	$19,500.00
7192105	MANHOLE	6	EA	$4,500.00	$27,000.00
7196174	CATCH BASIN - TYPE 17 (TOP ONLY)	3	EA	$3,200.00	$9,600.00
7198320	JUNCTION BOX - CONVERT DROP INLET 24" X 36"	1	EA	$4,100.00	$4,100.00
7203210	CONCRETE CURB AND GUTTER(2'-0") VERTICAL FACE	10007	LF	$30.00	$300,210.00
7203265	CONCRETE CURB AND GUTTER (2'-6") OGEE	125	LF	$37.00	$4,625.00
7204100	CONCRETE SIDEWALK(4" UNIFORM)	2876	SY	$75.00	$215,700.00
7204900	DETECTABLE WARNING MATERIAL	175	SF	$88.00	$15,400.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	350	SY	$310.00	$108,500.00
7205100	CONCRETE DRIVEWAY(8" UNIFORM)	294	SY	$120.00	$35,280.00
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT NO. 1	1	EA	$1,600,000.00	$1,600,000.00
8041020	RIP-RAP (CLASS B)	88	TON	$90.00	$7,920.00
8041030	RIP-RAP (CLASS C)	60	TON	$115.00	$6,900.00
8048210	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP(CLASS 2)TYPE C	320	SY	$3.75	$1,200.00
8051100	STEEL BEAM GUARDRAIL STEEL BEAM GR.	3562.5	LF	$21.00	$74,812.50

8057050	GUARDRAIL LEADING TYPE T TL2(25')	1	EA	$3,800.00	$3,800.00
8057100	GUARDRAIL LEADING TYPE T TL3 (50')	13	EA	$4,050.00	$52,650.00
8068142	ORNAMENTAL STEEL PICKET FENCE - 42"	277	LF	$96.00	$26,592.00
8071000	RESET FENCE	1853	LF	$25.00	$46,325.00
8091010	RIGHT OF WAY MARKER(REBAR AND CAP)	52	EA	$160.00	$8,320.00
8100100	PERMANENT COVER	27	ACRE	$1,350.00	$36,450.00
8100200	TEMPORARY COVER	19	ACRE	$875.00	$16,625.00
8104005	FERTILIZER (NITROGEN)	3498	LB	$2.50	$8,745.00
8104010	FERTILIZER (PHOSPHORIC ACID)	3498	LB	$2.50	$8,745.00
8104015	FERTILIZER (POTASH)	3498	LB	$2.50	$8,745.00
8105005	AGRICULTURAL GRANULAR LIME	49631	LB	$0.40	$19,852.40
8109050	SELECTIVE WATERING	78470	GAL	$0.13	$10,201.10
8109900	MOWING	68	MSY	$85.00	$5,780.00
8131000	SODDING	5	MSY	$5,800.00	$29,000.00
8151110	TEMPORARY EROSION CONTROL BLANKET (ECB)	12	MSY	$1,800.00	$21,600.00
8151103	TURF REINFORCEMENT MATTING (TRM) TYPE 3	1	MSY	$5,400.00	$5,400.00
8151203	HYDRAULIC EROSION CONTROL PRODUCT (HECP) - TYPE 3	46	ACRE	$3,650.00	$167,900.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	98	LF	$17.00	$1,666.00
8153000	SILT FENCE	13593	LF	$2.75	$37,380.75
8153090	REPLACE/REPAIR SILT FENCE	1359	LF	$4.25	$5,775.75
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	2690	LF	$4.75	$12,777.50
8156212	INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 16)	4	EA	$550.00	$2,200.00
8156213	INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 17)	29	EA	$550.00	$15,950.00
8156214	INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 18)	3	EA	$550.00	$1,650.00
8156215	INLET STRUCTURE FILTER - TYPE D2	1	EA	$550.00	$550.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	550	SY	$15.00	$8,250.00
				Total Estimated Base Bid Cost	$5,545,278.50

* **PAY ADJUSTMENTS:** There will be pay adjustments for the SCDOT monthly indexes for Liquid Asphalt Binder PG64-22 and Fuel. Refer to the Supplemental Specifications in Section V, Exhibit B.

LIST OF SUBCONTRACTORS

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Owner.

Subcontractor and Address	Class of Work to be Performed
1) Tricor Construction, Inc. 1983 Chesnee Highway, Spartanburg, SC 29303	MSE Retaining Walls
2) Herndon Incorporated 367 Sumter Hwy, Camden, SC 29020	Grassing, Silt Fence, Mowing, Watering, Matting
3) Bagwell Fence Company, Inc. PO Box 2608, Spartanburg, SC 29304	Guardrail, Fencing
4) Hayward Baker 6201 Fairview Road, Suite 200 Charlotte, NC 28210	Steel H Piling
5) McGillicuddy Concrete LLC 355 South Ave Spartanburg, SC 29306	Concrete Footings, Sidewalk, Paving
6) F&R Asphalt, Inc. 128 Reeves Ln, Easley, SC 29642	Asphalt Paving
7) Wilson Brothers Incorporated 2721 SC-252, Honea Path, SC 29654	Curb & Gutter

Dated: June 5th, 2018

Bidder: Morgan Corp

Signed: [signature]

Title: Vice President of Estimating

Anderson County Purchasing Department Bid Tabulation

Bid # 19-001 — **Bid Opening Date and Time July 26, 2018 @ 10:30 a.m.**

Installation of Sewer Line Work at the Intersection of Hwy. 76 & Milwee Creek Road

Vendor	Base Bid	Addendum #1 Acknowledged	Attended Pre-Bid	Bid Bond
Dillard Excavating	$438,615.00	✓	✓	✓
J & M Construction	$514,035.00	✓	✓	✓
LW, Inc.	$707,817.00		✓	✓
Tugaloo Pipeline	$576,406.37		✓	✓
Morehead Construction	NR		✓	
Young Plumbing	NR		✓	
Ferguson Water Works	NR		✓	
F&S/Ridgewater	NR		✓	
United Rentals Trench Safety	NR		✓	
Stack, Inc.	NR		No	
Palmetto Utility Group	NR		No	
Zappco Enterprises	NR		No	
Dennis Corp.	NR		No	
Construct Connect	NR		No	
Prime Vendor	NR		No	
Construction Journal	NR		No	
The Blue Book	NR		No	

Awarded To : Dillard Excavating

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624

REQUEST FOR BIDS, OFFER, AND AWARD

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SECTION IV: Addendum A
BASE BID FORM
ARTHREX SEWER IMPROVEMENTS

Name of Party submitting the Bid: Dillard Excavating

To: Purchasing Manager for Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: ARTHREX SEWER IMPROVEMENTS
Bid No.: 19-001

BID SCHEDULE

ARTHREX SEWER IMPROVEMENTS

ITEM DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
1. Mobilization	1	Ea.	$ 10041	$ 10041
2. Tapping 10" DIP into Anderson County MH	1	L.S.	$ 5000	$ 5000
3. 10" Gravity Sewer:				
A. Manholes (MH1-MH11)				
6'-8' Depth	1	Ea.	$ 2500	$ 2500
8'-10' Depth	3	Ea.	$ 2750	$ 8250
10'-12' Depth	2	Ea.	$ 3250	$ 6500
12'-14' Depth	1	Ea.	$ 4300	$ 4300
14'-16' Depth	1	Ea.	$ 5400	$ 5400
18'-20' Depth	1	Ea.	$ 6700	$ 6700
20'-22" Depth	1	Ea.	$ 9000	$ 9000
22'-24' Depth	1	Ea.	$ 10000	$ 10000
B. Sanitary Sewer Line, 10" PVC (MH1 – MH11)				
8'-10' Depth	280	L.F.	$ 64	$ 17920
10'-12' Depth	550	L.F.	$ 70	$ 38500
12'-14' Depth	550	L.F.	$ 76	$ 41800
14'-16' Depth	467	L.F.	$ 87	$ 40629
16'-18' Depth	360	L.F.	$ 110	$ 39600
18'-20' Depth	110	L.F.	$ 150	$ 16500
20'-22" Depth	430	L.F.	$ 192	$ 82560

4. 6" DIP Force Main	1,165 L.F.	$ 35	$ 40775
5. Bore & Case Millwee Creek Rd for 10" DIP	35 L.F.	$ 250	$ 8750
6. 6' Diameter Poly Concrete MH 6 13.2' Deep	1 Ea.	$ 28000	$ 28000
7. 4' Diameter Concrete MH (5' Deep Intercepting 4" Force Main	1 Ea.	$ 3500	$ 3500
8. #57 stone - Conversion of tons to cubic yards from Quarry. (For pipe bedding additional to that included in Item 3.B.	1 Ton	$ 100	$ 100
9. Misc. Concrete	5 Cy.	$ 200	$ 1000
10. Rock Excavation	5 Cy.	$ 250	$ 1250
11. Asphalt	440 Sq. ft.	$ 16	$ 7040
12. Sediment & Erosion Control, Grassing, cleanup	0.6 Ac.	$ 5000	$ 3000

TOTAL BASE BID $ 438,615.00

All materials and labor to be in accordance with Anderson County Environmental Services Sewer Specifications.

In case of discrepancy, unit prices shall govern. The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. All fittings not listed above to be included in pipe prices. Line to be tested according to SCDHEC Regulations/Requirements. SCDOT Encroachment Permit requirements to be satisfied. SCDHEC Stormwater Regulations for Linear Work to be followed using all necessary BMPs to maintain all soil material on site. Silt fence protection to be installed along SC Hwy 76 prior to beginning any clearing, grubbing or trenching. No trenches to be left open overnight. Back fill to be tamped according to SCDHEC/SCDOT Requirements, surface smoothed. For weekends or for times of predicted rainfall events, dug/backfilled trench surface to have temporary grass seed spread with mulch cover. Rainfall gauge to be placed along pipeline route and job superintendent to monitor and record any rainfall events during construction. Job log to maintain record of silt fencing and other BMPs. Any stockpiled excess soil to be protected from washing/erosion.

RESOLUTION NO. R2018-037

A RESOLUTION TO EXPRESS THE INTENTION OF THE COUNTY COUNCIL OF ANDERSON COUNTY, TO CAUSE ANDERSON COUNTY, SOUTH CAROLINA TO BE REIMBURSED WITH THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS IN CONNECTION WITH A LEASE PURCHASE TRANSACTION.

WHEREAS, Anderson County, South Carolina (the "***County***") hereby declares its intention to reimburse itself for a portion of the original expenditures related to the purchase of vehicles, equipment and personal property (the "***Project***") to be financed from the proceeds of a lease purchase transaction entered into by the County in a maximum aggregate principal amount reasonably expected not to exceed $5,400,000 (the "***Obligations***").

NOW, THEREFORE, be it resolved by the County Council of Anderson County, and it is hereby determined and declared and resolved by the same, as follows:

(a) no funds from any sources other than the Obligations may be, are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the County pursuant to the budget or financial policies of the County for the financing of the portion of the costs of the Project to be funded with the Obligations;

(b) the County reasonably expects that all or a portion of the original expenditures incurred for the Project and the issuance of the Obligations will be paid prior to the date of issuance of the Obligations;

(c) the County intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the Project prior to the issuance of the Obligations, from the proceeds of the Obligations, and such intention is consistent with the budgetary and financial circumstances of the County;

(d) the County intends and reasonably expects to reimburse itself for all such expenditures no later than 18 months after the later of (i) the date the original expenditure is paid, or (ii) the date the Project are placed in service or abandoned for federal income tax purposes, but in no event more than 3 years after the original expenditure is paid;

(e) all of the costs to be paid or reimbursed from the proceeds of the Obligations, will be for costs incurred in connection with the issuance of the Obligations or will, at the time of payment thereof, be properly chargeable to the capital account of the Project (or would be so chargeable with a proper election) under general federal income tax principles; and

(f) this Resolution shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

DONE, RATIFIED AND ADOPTED this 7th day of August 2018, in meeting duly assembled.

ATTEST:

ANDERSON COUNTY, SOUTH CAROLINA

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Clerk to County Council

Approved as to form:

Leon C. Harmon
County Attorney

RESOLUTION NO. R2018-038

A RESOLUTION TO EXPRESS THE INTENTION OF THE COUNTY COUNCIL OF ANDERSON COUNTY, TO CAUSE ANDERSON COUNTY, SOUTH CAROLINA TO BE REIMBURSED WITH THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS IN CONNECTION WITH A SOLID WASTE REVENUE BOND TRANSACTION.

WHEREAS, Anderson County, South Carolina (the "***County***") hereby declares its intention to reimburse itself for a portion of the original expenditures of solid waste system improvements, to include the expansion and conversion of certain landfill facilities and the purchasing of certain equipment and apparatus to serve the County's solid waste system (the "***Project***") to be financed from the proceeds of solid waste system revenue bonds to be issued by the County in a maximum aggregate principal amount reasonably expected not to exceed $3,700,000 (the "***Obligations***").

NOW, THEREFORE, be it resolved by the County Council of Anderson County, and it is hereby determined and declared and resolved by the same, as follows:

(a) no funds from any sources other than the Obligations may be, are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the County pursuant to the budget or financial policies of the County for the financing of the portion of the costs of the Project to be funded with the Obligations;

(b) the County reasonably expects that all or a portion of the original expenditures incurred for the Project and the issuance of the Obligations will be paid prior to the date of issuance of the Obligations;

(c) the County intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the Project prior to the issuance of the Obligations, from the proceeds of the Obligations, and such intention is consistent with the budgetary and financial circumstances of the County;

(d) the County intends and reasonably expects to reimburse itself for all such expenditures no later than 18 months after the later of (i) the date the original expenditure is paid, or (ii) the date the Project are placed in service or abandoned for federal income tax purposes, but in no event more than 3 years after the original expenditure is paid;

(e) all of the costs to be paid or reimbursed from the proceeds of the Obligations, will be for costs incurred in connection with the issuance of the Obligations or will, at the time of payment thereof, be properly chargeable to the capital account of the Project (or would be so chargeable with a proper election) under general federal income tax principles; and

(f) this Resolution shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

DONE, RATIFIED AND ADOPTED this 7th day of August 2018, in meeting duly assembled.

ATTEST:

ANDERSON COUNTY, SOUTH CAROLINA

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Clerk to County Council

Approved as to form:

Leon C. Harmon
County Attorney

RESOLUTION NO. 2018-043

A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY ANDERSON COUNTY, SOUTH CAROLINA OF AN INFRASTRUCTURE CREDIT AGREEMENT WITH A COMPANY KNOWN TO THE COUNTY AS PROJECT ACCOMMODATION WITH RESPECT TO A COMMERCIAL PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT ACCOMMODATION WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended ("FILOT Act"), to enter into agreements with qualifying industry whereby the business pays a fee-in-lieu-of tax ("FILOT") with respect to qualified projects through which the development of the State of South Carolina ("State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended ("MCIP Act"), the County is authorized (i) to develop multi-county industrial or business parks in partnership with counties having contiguous borders with the County, (ii) to include within the boundaries of such parks the property of eligible companies; and (iii) to grant credits ("Infrastructure Credits") in order to assist a company located in a park in paying the cost of designing, acquiring, constructing, improving, or expanding (A) the infrastructure serving the County or the property of a company located within such a park or (B) improved or unimproved real estate and personal property used in the operation of a commercial enterprise located within such multi-county industrial park in order to enhance the economic development of the County;

WHEREAS, the County is negotiating an investment in the County by Project Accommodation ("Company"), consisting of an anticipated investment of at least $10,000,000 towards the design, acquisition, construction and equipping of a building in the County presently intended to be used for commercial purposes ("Project");

WHEREAS, to induce the Company to locate the Project in the County, the County desires and has committed to offer certain incentives to the Company, including a FILOT incentive, the specific terms of which will be prescribed by a subsequent ordinance of the County and set forth more fully in an agreement between the County and the Company.

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

Section 1. Based on information supplied by the Company, the County finds the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will not give rise to any pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, job creation, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs.

Section 2. Based on information supplied by the Company, the County finds that the Project would be a "project" and "economic development property" as those terms are defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act.

Section 3. The County hereby identifies the Project, which action is intended to satisfy the requirements of Section 12-44-40 of the FILOT Act.

Section 4. Pursuant to the FILOT Act and the MCIP Act, the County commits to offer certain incentives to the Company, including entering into a FILOT agreement with the Company by which the County will provide a FILOT incentive and an Infrastructure Credit incentive to the Company, and the Company will make FILOT payments with respect to the Project.

Section 5. The above provisions are adopted by the County Council (a) with the understanding that pursuant to the above-referenced FILOT agreement, the Company shall agree to (i) hold the County Council members, the County and its elected officials, officers, employees and agents harmless from all pecuniary liability resulting from the County's entering into any agreement contemplated in this Resolution, all in form satisfactory to the County, and (ii) reimburse the County for reasonable out-of-pocket administrative costs incurred by the County in connection with the FILOT incentive and Infrastructure Credit incentive, including the County's reasonable attorneys' fees, and (b) with the understanding, based on representations by the Company to the County, that the Company will reimburse the County for its reasonable attorneys' fees incurred in the inducement of the Project and review of proposed documentation submitted by the Company in connection with the Project, whether or not the Company proceeds with the Project or executes such FILOT agreement.

Section 6. Notwithstanding anything in this Resolution to the contrary, the County's compliance with all agreements set forth herein are subject to (a) adherence by the County (and in the case of any multi-county industrial or business park, the partner county) with the requirements of State law and all applicable local codes and ordinances with respect to the enactment of appropriate authorizing ordinances, and (b) the delivery of implementing agreements in forms reasonably acceptable to the County.

Section 7. All orders, resolutions, and parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

APPROVED AND ADOPTED IN A MEETING THIS 7th DAY OF AUGUST, 2018.

ATTEST:

Rusty Burns Anderson County Administrator	Tommy Dunn, Chairman Anderson County Council

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

ANDERSON
COUNTY
SOUTH CAROLINA

AGENDA
Planning and Public Works Committee Meeting
Friday, July 13, 2018 at 11:00 am
Anderson Historic Courthouse
2nd Floor Conference Room
101 South Main Street, Anderson, South Carolina 29622
M. Cindy Wilson, Presiding

Planning/Public Works Committee

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

1. Call to Order: Chairman M. Cindy Wilson
2. Invocation and Pledge: Mr. Ken Waters
3. Discussion concerning C & D Landfill Mr. Greg Smith
4. Discussion on the Sewer Study Ms. Rita Davis
5. New Business
6. Citizens Comments
7. Adjournment

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

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

ANDERSON
COUNTY
SOUTH CAROLINA

AGENDA
ANDERSON COUNTY COUNCIL
PUBLIC SAFETY COMMITTEE
July 13, 2018 AT 11:45am
HISTORIC COURTHOUSE, 2ND 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: Ms. M. Cindy Wilson
3. Review of MOU for Dispatch Mr. Ray Graham
4. Review of Contractual Agreement for EMS Mr. Ray Graham
5. Public Comment:
6. Adjournment:

Members: Chairman Ray Graham
Honorable Ken Waters
Honorable Craig Wooten

MEMORANDUM OF UNDERSTANDING
BETWEEN
MedShore Ambulance Service, Inc. and the Anderson County Communications Department a/k/a the Anderson County 911 Center

WHEREAS, Medshore Ambulance Service, Inc. ("Medshore") desires to locate a dispatcher at the Anderson County Communications Department a/k/a the Anderson County 911 Center ("911 Center");

WHEREAS, the 911 Center can accommodate a dispatcher from MedShore at its facility;

WHEREAS, the dispatcher from Medshore will at all times be a MedShore employee and will not for any purposes be considered an employee of the 911 Center or of Anderson County; and

WHEREAS, MedShore will provide supervision for its employee and pay its employee(s) who work as a dispatcher at the 911 Center.

NOW, THEREFORE, the 911 Center and MedShore establish the following terms and conditions of this Memorandum of Understanding ("MOU"):

1. The 911 Center will allow and provide a space for one (1) dispatcher who is an employee of MedShore to be located at a space within the 911 Center. The 911 Center will provide access to the Center for MedShore personnel assigned to the 911 Center.

2. MedShore shall be responsible for acquiring and installing any equipment necessary for its dispatcher to be located at the 911 Center including, without limitation, computer software for the purpose of dispatching and tracking all MedShore ambulances and for conducting radio traffic on the primary MedShore frequency. The installation of equipment by MedShore shall be done with no interruption of service, nor should such equipment cause an interruption of service. MedShore shall at all times be responsible for its equipment such that the 911 Center and Anderson County shall not for any reason incur any liability with respect to MedShore's equipment. The 911 will be responsible for maintenance of Anderson County equipment which may be used by MedShore personnel.

3. Any employee of MedShore shall at any times and for all purposes be an employee of MedShore, paid by MedShore and supervised by MedShore. MedShore shall be responsible for maintaining workers compensation insurance on its employee(s) assigned to work at the 911 Center. The 911 Center will retain ultimate authority to manage the operations of the Center; if disputes or concerns arise, the MedShore personnel assigned to the 911 Center will work with the center supervisor in a good faith effort to resolve the issue and if unresolved MedShore management will be contacted. However, the 911 Center and Anderson County shall retain the unilateral right to request MedShore to remove an employee of MedShore from the 911 Center at any time for any reason. Medshore employee(s) shall observe the rules of conduct of the 911 Center, including without limitation a tobacco free workplace, professional appearance standards, courtesy to visitors, and general workplace behavior standards, and adhere to all Policies issued

by 911 Center Management. All Medshore employees shall complete mandatory Security Awareness Training required by the 911 Center.

4. By entering into this MOU, MedShore shall not become a servant, agent or employee of Anderson County or the 911 Center, but shall remain at all times an independent contractor, including without limitation the contracts MedShore has with Anderson County for provision of EMS services. This MOU shall not be deemed to create any joint venture, partnership, or common enterprise between MedShore and Anderson County and the 911 Center, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

5. The rights and obligations under this MOU are not assignable by either party.

6. This MOU shall be governed by and construed under the laws of the State of South Carolina, without giving effect to the principles of the conflict of laws thereof.

7. In the event a dispute arises under this MOU, the parties shall engage in non-binding mediation before either party files a lawsuit. Any suit must be filed and maintained in the Circuit Court for Anderson County as a non-jury matter, and the parties hereby waive their right to a jury trial.

8. This MOU may be amended or modified only by written agreement of the parties.

9. In the event that any term or provision of this MOU shall be declared invalid or unenforceable by a Court, the balance of this MOU shall be considered severable and shall remain binding and enforceable.

10. All notices to each part to this MOU shall be in writing and sent as follows:

TO: Anderson County or 911 Call Center:
Rusty Burns
County Administrator
101 South Main Street
Anderson, SC 29624

TO: Medshore:
1009 North Fant Street
Anderson, SC 29621

11. This MOU shall remain in effect for a period of two (2) years unless earlier terminated by either party by providing the other party with ninety (90) days advance written notice.

Entered into this ____ day of _____, 2018.

DRAFT

WITNESSES:

_____

_____

COUNTY OF ANDERSON AND 911 CALL CENTER:

BY: _____
ITS: COUNTY ADMINSTRATOR

MEDSHORE AMBULANCE SERVICE, INC.

_____

_____

BY: _____
ITS: _____

DRAFT

EXTENSION OF
EMERGENCY MEDICAL SERVICES
AGREEMENT
(MedShore Zone 9)

This Extension of Emergency Medical Services Agreement ("Extension Agreement") is made and entered into this _____ day of _____, 2018 ("Effective Date"), by and between Anderson County, South Carolina ("County") and _____("Contractor").

WHEREAS, Anderson County, South Carolina is a body politic and a political subdivision of the State of South Carolina, acting by and through the Anderson County Council, with authority under S.C. Code Section 4-9-30 to make and execute contracts and to provide for regulation and enforcement of various County functions, including, but not limited to, public health, safety, and medical care;

WHEREAS, Contractor is an entity that is currently providing EMS Services under contract with Anderson County within zone _____of County;

WHEREAS, the current agreement expired on June 30, 2018 and was extended for a period of sixty (60) days; and

WHEREAS, County and Contractor desire to extend the presently existing agreement under the terms and conditions contained herein for a period of three (3) years; with the potential for two (2) additional one (1) year extensions.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree as follows:

1.0. Medical Control. Contractor understands that the County will enter into a separate Medical Control Agreement under which the Medical Control oversight of all EMS Contractors will be provided. The Medical Control provider will have primary responsibility for medical review and control over the patient care rendered by EMS Contractors.

2.0. EMS Provider Responsibilities Under Medical Control. EMS providers contracted with the County to provide service within a specified service area or, if a contracted service provider is unable or unwilling to provide services within a particular area or zone, with an alternate EMS provider as follows:

2.1. Uniform and Appropriate Standard of Care. Each EMS provider shall follow an established uniform and appropriate standard of care developed by the Medical Director and Anderson County Medical Control Advisory Board. No standard of care nor any change in a standard of care shall result in a standard of care that is less than or in contravention of the minimum standards required by South Carolina law.

2.2. Review of Applicable Medical Control Standards and Requirements. EMS providers and their personnel shall review on at least an annual basis, or more frequently if necessary, all applicable medical control standards and requirements for EMS personnel providing care under the Medical Director's authority in accordance with the then established current system standard of care. EMS personnel may be required to take written and practical tests if necessary. Personnel subject to this requirement may include the following:

a. 911 Call Center personnel receiving telephone requests for Emergency Medical Services;
b. First responders;
c. Emergency Medical Technicians and Paramedics.

2.3. Continuous Quality Improvement Plan. EMS providers, either separately or collectively, shall develop and submit to the Medical Director and Anderson County Medical Control Advisory Board for approval of a Continuous Quality Improvement Plan (CQI) which encompasses all aspects of EMS operations including patient care, education and customer service. The CQI Plan will, at a minimum, address the following:

a. Provide structure and processes for continuous quality improvement oriented toward improving patient care outcomes.
b. Be based on scientific evidence when possible.
c. Be subject to on-going review and refinement.
d. Ensure accuracy in data collection.
e. Be reproducible, precisely defined and specific to ensure uniform application.
f. Administer the approval, testing (if necessary) and authorization of EMS system personnel, and to establish and promulgate written guidelines in connection therewith.
g. Develop and submit guidelines to the Medical Director and the Anderson County Medical Control Advisory Board for on-line medical control, transport destination policies and use of air medical services in support for EMS system's mission.

The CQI plan shall be reviewed on an annual basis and any provisions approved by the Medical Director and the Anderson County Medical Control Advisory Board.

2.4. Surveillance Software. EMS Providers shall utilize the County approved surveillance software to report data transparently to the Medical Director and the Anderson Medical Control Advisory Board, the County EMS Director and the Anderson County Public Safety Committee.

2.5. Standards for On-Board Equipment. In consultation with the County, the Medical Director, and the Anderson County Medical Control Advisory Board, the contracted EMS Providers shall develop standards applicable to on-board equipment used in the delivery of first responder and emergency ambulance services within the service area. For example, such standards shall include AVL technology equipment for 911 Call Center immediate location of all ambulance units by all providers. The developed standards shall be approved by the Medical Director, the Anderson County Medical Control Advisory Board, the County EMS Director, and the Anderson County Public Safety Committee.

2.6. Reporting on Quality of Care and Response Time. EMS Providers will be required by its contract with the County to monitor all aspects of system performance including clinical quality of care and verification of response time performance. Each EMS agency providing service to Anderson County under contractual agreement, will designate a qualified individual to function as the agency's Continuous Quality Improvement Coordinator that will be under the direct supervision of the Anderson County Medical Control Advisory Board. Each EMS Provider shall provide a monthly report of system performance data to the Medical Director and the Anderson County Medical Control Advisory Board the County EMS Director, and the Anderson County Public Safety Committee as well as a summary annual report on this data.

2.7. Committee Meetings. Each contracted EMS Provider shall provide a representative with decision making authority to attend Contractor based committees that are influenced or impacted by EMS that include, but are not limited to, STEMI, Stroke, Trauma and Community Health.

3.0 Performance Specification. Contractor shall operate under the Performance Specification as provided in Exhibit A attached hereto and incorporated into this Extension Agreement. Strict compliance with the performance Specification is expected of the Contractor.

4.0 Performance Based Evaluation. Contractor agrees that this Agreement shall be solely performance based and, therefore, not evaluated upon Contractor having a certain number of ambulance units available and in service at all times. Contractor agrees and understands that failure to respond to a call assigned to the Contractor by the 911 Call Center will be a breach of the Performance Specification attached as Exhibit A for which a penalty will apply.

5.0 Compensation. Compensation from the County will remain the same as in the current agreement with exceptions as noted in Exhibit B.

6.0 Contractor. Acceptance of Medical Insurance Benefits. Contractor shall accept and process any medical insurance benefits, regardless of the medical insurance company, which any patient presents to Contractor for payment for services.

7.0 Dispatch. Dispatch of all 911 emergency calls will be provided for all providers by the Anderson County 911 Call Center.

8.0 800 MHZ Radios. EMS contractors presently utilize Anderson County provided 800 MHZ radios until June 30, 2019, at which time the EMS Contractors will assume full responsibility for providing 800 MHZ radios including the service component for these radios.

9.0 Conflict with Current Agreement. If any conflict between the current agreement and the extension, including any conflict with the Performance Specification, arises this extension agreement and the Performance Specification shall control and be used to resolve any conflict between documents which may arise.

10.0 **Term.** The term of this Extension Agreement shall be for a period of three (3) years expiring on August 31, 2021, and may be extended for up to two (2) additional one (1) years terms provided that neither party has provided notice to the other party prior to sixty (60) days before expiration of its intent not to extend the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement.

ANDERSON COUNTY:

_____

By: Rusty Burns

Its: County Administrator

CONTRACTOR:

_____

By:_____

Its:_____

_____

Contractor's License No.

_____

Contractor's Tax Identification No.

DRAFT

EXTENSION OF
EMERGENCY MEDICAL SERVICES
AGREEMENT

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WHEREAS, Anderson County, South Carolina is a body politic and a political subdivision of the State of South Carolina, acting by and through the Anderson County Council, with authority under S.C. Code Section 4-9-30 to make and execute contracts and to provide for regulation and enforcement of various County functions, including, but not limited to, public health, safety, and medical care;

WHEREAS, Contractor is an entity that is currently providing EMS Services under contract with Anderson County within zone _____of County;

WHEREAS, the current agreement will expire on June 30, 2018; and

WHEREAS, County and Contractor desire to extend the presently existing agreement under the terms and conditions contained herein for a period of three (3) years; with the potential for two (2) additional one (1) year extensions.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree as follows:

1.0. Medical Control. Contractor understands that the County will enter into a separate Medical Control Agreement under which the Medical Control oversight of all EMS Contractors will be provided. The Medical Control provider will have primary responsibility for medical review and control over the patient care rendered by EMS Contractors.

2.0. EMS Provider Responsibilities Under Medical Control. EMS providers contracted with the County to provide service within a specified service area or, if a contracted service provider is unable or unwilling to provide services within a particular area or zone, with an alternate EMS provider as follows:

2.1. Uniform and Appropriate Standard of Care. Each EMS provider shall follow an established uniform and appropriate standard of care developed by the Medical Director and Anderson County Medical Control Advisory Board. No standard of care nor any change in a standard of care shall result in a standard of care that is less than or in contravention of the minimum standards required by South Carolina law.

2.2. Review of Applicable Medical Control Standards and Requirements. EMS providers and their personnel shall review on at least an annual basis, or more frequently if necessary, all applicable medical control standards and requirements for EMS personnel providing

care under the Medical Director's authority in accordance with the then established current system standard of care. EMS personnel may be required to take written and practical tests if necessary. Personnel subject to this requirement may include the following:

a. 911 Call Center personnel receiving telephone requests for Emergency Medical Services;
b. First responders;
c. Emergency Medical Technicians and Paramedics.

2.3. Continuous Quality Improvement Plan. EMS providers, either separately or collectively, shall develop and submit to the Medical Director and Anderson County Medical Control Advisory Board for approval of a Continuous Quality Improvement Plan (CQI) which encompasses all aspects of EMS operations including patient care, education and customer service. The CQI Plan will, at a minimum, address the following:

a. Provide structure and processes for continuous quality improvement oriented toward improving patient care outcomes.
b. Be based on scientific evidence when possible.
c. Be subject to on-going review and refinement.
d. Ensure accuracy in data collection.
e. Be reproducible, precisely defined and specific to ensure uniform application.
f. Administer the approval, testing (if necessary) and authorization of EMS system personnel, and to establish and promulgate written guidelines in connection therewith.
g. Develop and submit guidelines to the Medical Director and the Anderson County Medical Control Advisory Board for on-line medical control, transport destination policies and use of air medical services in support for EMS system's mission.

The CQI plan shall be reviewed on an annual basis and any provisions approved by the Medical Director and the Anderson County Medical Control Advisory Board.

2.4. Surveillance Software. EMS Providers shall utilize the County approved surveillance software to report data transparently to the Medical Director and the Anderson Medical Control Advisory Board, the [County EMS Director] and the Anderson County Public Safety Committee.

2.5. Standards for On-Board Equipment. In consultation with the County, the Medical Director, and the Anderson County Medical Control Advisory Board, the contracted EMS Providers shall develop standards applicable to on-board equipment used in the delivery of first responder and emergency ambulance services within the service area. For example, such standards shall include AVL technology equipment for 911 Call Center immediate location of all ambulance units by all providers. The developed standards shall be approved by the Medical Director, the Anderson County Medical Control Advisory Board, the County EMS Director, and the Anderson County Public Safety Committee.

2.6. Reporting on Quality of Care and Response Time. EMS Providers will be required by its contract with the County to monitor all aspects of system performance including clinical

quality of care and verification of response time performance. Each EMS agency providing service to Anderson County under contractual agreement, will designate a qualified individual to function as the agency's Continuous Quality Improvement Coordinator that will be under the direct supervision of the Anderson County Medical Control Advisory Board. Each EMS Provider shall provide a monthly report of system performance data to the Medical Director and the Anderson County Medical Control Advisory Board the County EMS Director, and the Anderson County Public Safety Committee as well as a summary annual report on this data.

2.7. Committee Meetings. Each contracted EMS Provider shall provide a representative with decision making authority to attend Contractor based committees that are influenced or impacted by EMS that include, but are not limited to, STEMI, Stroke, Trauma and Community Health.

3.0 Performance Specification. Contractor shall operate under the Performance Specification as provided in Exhibit A attached hereto and incorporated into this Extension Agreement. Strict compliance with the performance Specification is expected of the Contractor.

4.0 Compensation. Compensation from the County will remain the same as in the current agreement with exceptions as noted in Exhibit B.

5.0 Contractor. Acceptance of Medical Insurance Benefits. Contractor shall accept and process any medical insurance benefits, regardless of the medical insurance company, which any patient presents to Contractor for payment for services.

6.0 Dispatch. Dispatch of all 911 emergency calls will be provided for all providers by the Anderson County 911 Call Center.

7.0 800 MHZ Radios. EMS contractors presently utilize Anderson County provided 800 MHZ radios until June 30, 2019, at which time the EMS Contractors will assume full responsibility for providing 800 MHZ radios including the service component for these radios.

8.0 Conflict with Current Agreement. If any conflict between the current agreement and the extension, including any conflict with the Performance Specification, arises this extension agreement and the Performance Specification shall control and be used to resolve any conflict between documents which may arise.

9.0 Term. The term of this Extension Agreement shall be for a period of three (3) years expiring on August 31, 2021, and may be extended for up to two (2) additional one (1) years terms provided that neither party has provided Notice to the other party prior to sixty (60) days before expiration of its intent not to extend the Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement.

ANDERSON COUNTY:

_____

By: Rusty Burns
Its: County Administrator

CONTRACTOR:

_____

By:_____
Its:_____

_____
Contractor's License No.

_____
Contractor's Tax Identification No.

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EXHIBIT A

A. Contractor's Functional Responsibilities

Contractor shall provide ambulance services, as requested by the County's designated public safety dispatch center. Such services shall be provided in accordance with the requirements of Chapter 30 of the Anderson County Code of Ordinances and all regulations promulgated there under including any amendments or revisions thereof. In performing services under the Agreement, Contractor shall work cooperatively with the County through the EMS Operations Manager or the the staff member designated from time-to-time by the EMS Operations Manager as the Contract Administrator. All references to the Contract Administrator herein shall be construed to also include the EMS Operations Manager.

1. Basic Services

In consideration of the County's referral to Contractor of Emergency Ambulance Service requests originating in the County, Contractor shall perform the following services to the complete satisfaction of the County:

a) Contractor shall provide continuous, around-the-clock, surface ambulance services, as defined herein, without interruption throughout the term of the Agreement.
b) Contractor shall provide surface ambulance services without regard to any illegally discriminatory classification, including without limitation: the patient's race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
c) Contractor shall participate in pilot or research programs that the Medical Director and the Anderson County Medical Control Advisory Board may authorize from time to time. The Medical Director and the Anderson County Medical Control Advisory Board may waive standards contained in the Agreement in the event that conflicting standard(s) are established for a pilot program. Any such pilot program must be approved by the Medical Director and the Anderson County Medical Control Advisory Board. Contractor agrees that Contractor's participation in the pilot projects shall entail no additional cost to the County. Contractor further agrees that Contractor's services provided under pilot projects shall be in addition to the other services described in the Agreement.

2. Services Description

Contractor shall be responsible for furnishing all emergency ambulance services for all residents and other persons physically present in its zone or operational area of the County. Such ambulance services shall be provided at the appropriate level and in accordance with established response criteria.

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Contractor shall be the sole ground ambulance organization authorized by the County in the zone or service area covered under this Agreement to provide emergency ambulance services. All requests for ambulance service originating in the zone or service area of the County processed through it's the Anderson County 911 Communications Center ("911 Center") will be referred to Contractor, except in those instances when another ambulance is the closest to the call location.

B. Clinical

1. Clinical Overview

The County's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion.

The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include discomfort is minimized, disability is reduced, death is minimized, destitution eliminated, disfigurement is reduced and disease is identified and reduced. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, *Crossing the Quality Chasm: A New Health System for the 21st Century*, which stresses that systems should be: safe, effective, patient-centered, timely, efficient, and equitable.[1]

The current level of the scientific research and the large number of variables outside the EMS system's control of patient outcomes limits the ability to define realistic and achievable outcome measures. In addition, accessing reliable outcome data is frequently difficult. For these reasons, EMS systems typically use process measures and process improvement to promote enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Agreement.

2. Medical Oversight

The County shall furnish or contract for medical control services, including the services of a system Medical Director for all system participants' functions in the EMS System (e.g. medical communications, first responder agencies, transport entity, online control physicians). The County's EMS Medical Director does not relieve the Contractor from employing its own medical director as may be mandated by state and/or other requirements.

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[1] Institute of Medicine. (2001). Crossing *the Quality Chasm: A new Health System for the 21st Century*. Washington, DC: National Academies of Science.

a) Medical Protocols

Contractor shall comply with medical protocols and administrative policies established by the County, as well as other requirements and standards established by the EMS Medical Director.

Contractor shall document compliance with system medical protocols. This documentation shall describe the performance of Contractor as a whole, its component parts (e.g. communications and transport), and individual system participants (personnel).

Medical protocols shall be reviewed and updated by the County on a periodic basis with input from system participants. Current Medical Protocols are available at the County website.

b) Direct Interaction with Medical Control

Contractor personnel functioning under these specifications have the right and professional responsibility to interact directly with the system's medical leadership (EMS Medical Director, base hospital physicians and designated clinical oversight staff) on all issues related to patient care. This personal professional responsibility is essential.

c) Medical Review/Audits

The Contractor is required to participate in the County's continuous quality improvement (CQI) process. The goal of the medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of a random sampling of patient contacts provides a measure of the clinical care provided and enables the EMS Medical Director to identify the need for a more targeted or detailed audit. The process also assists in validating the effectiveness of ongoing process measures in monitoring and improving care. It is Contractor's responsibility to comply with the EMS Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

As part of the County's CQI processes or incident investigation, the EMS Medical Director may require that any employee of the Contractor attend a medical audit when deemed necessary. Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every license holder involved in a case being reviewed is not required, unless mandated by the EMS Medical Director.

3. Minimum Clinical Levels and Staffing Requirements

a) Ambulance Staffing Requirements

All Ambulances rendering Emergency Ambulance Services under the Agreement shall be staffed and equipped to render paramedic level care and transport with a

minimum of one (1) state certified and locally approved Paramedic and one (1) state and locally approved EMT to respond to requests from the County designated PSAP. The paramedic shall be the ultimate responsible caregiver for all patients.

An "emergency ambulance" is defined as a transport ambulance responding to requests for emergency medical services staffed with at least one paramedic and one EMT.

b) Personnel Licensure and Certification and Training Requirements

All of Contractor's ambulance personnel responding to emergency medical requests shall be currently and appropriately licensed, accredited and approved/credentialed, as appropriate, to practice in the County. Contractor shall retain on file at all times copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under this Agreement. At a minimum, the Contractor shall ensure that ambulance personnel receive in addition to the required training defined in State and County policies the following training and/or certifications.

(1) Required Trauma Training

Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in Pre-Hospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum and approved by the EMS Medical Director. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this Agreement.

(2) Company and EMS System Orientation and On-Going Preparedness

Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, first responders, hospitals, and County communications center; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process. On an on-going basis Contractor and First Responder personnel will participate in a mandatory joint training event at least four hours annually to address updates in collaborative procedures (e.g. "pit crew CPR"; trauma

codes, MCI updates, customer service and problem resolution as approved by the County)

(3) Preparation for Multi-casualty Incident

Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under County policy, and prepare them to function in the medical portion of the Incident Command System. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

(4) Assaultive Behavior Management Training

Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems, as well as difficult or potentially difficult scenes on an on-going basis. Emphasis shall be on techniques for establishing a climate conducive to effective field management and for preventing the escalation of potentially volatile situations.

(5) Driver Training

Contractor shall maintain an on-going driver-training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by the County initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

(6) Infection Control

Contractor shall create a culture focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc.). The Contractor shall develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure.

(7) Critical Incident Stress Management

Contractor shall establish a repetitive stress and critical incident stress action plan. Included shall be an ongoing stress reduction program for its employees and access to trained and experienced professional counselors. Plans for these programs shall be submitted to the Contract Administrator for approval.

(8) Homeland Security

Contractor and Contractor's employees shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the County for dealing with terrorist events, weapons of mass destruction and other Homeland Security issues.

(9) HIPAA Compliance

Contractor shall provide initial and ongoing training for all personnel regarding compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the current rules and regulations enacted by the U.S. Department of Health and Human Services.

(10) Compliance

Contractor shall provide initial and ongoing compliance training for all personnel. This training shall be in accordance with the OIG Compliance Program Guidance for Ambulance Suppliers[2] This training is one component of the required Compliance Plan required of the Contractor.

Proposer shall describe how it intends to comply with the above training and certification requirements. The Proposer will delineate how these programs will be provided, by whom, and where and other information to help the County understand the Proposer's commitment to meet these Core Requirements.

C. Operations

1. Operations Overview

The performance specifications set forth in this Agreement encourage continuous improvements in the level of service provided in the County. The Agreement provides clarification of expectations and accountability. The following provisions define these expectations, core requirements, and activities required of the Contractor.

a) Emergency Ambulance Service

The Agreement is to result in a contract assigning an exclusive operating area provider for all emergency medical calls received through the 9-1-1 system as well as those emergency and non-emergency calls received through means other than 9-1-1.

b) Primary Response to Isolated Peripheral Areas of the County

While the Contractor has the exclusive right to all 9-1-1 calls originating in the zone or service area of the County with exceptions as explained herein, there are areas on the periphery of the County where the nearest paramedic-staffed ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, the County will approve the use of these closer ambulances contingent upon the Contractor executing a satisfactory mutual aid agreement with the agencies responding from a neighboring zone or jurisdiction.

c) Substantial Penalty Provisions for Failure to Respond

The Contractor is to deploy and staff ambulances in a manner that allows for a response to all requests for service within the Contractor's zone. In the event the Contractor does not respond with an ambulance to an emergency medical call, the

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[2] Federal Register / Vol. 68, No. 56 / Monday, March 24, 2003

penalty assessed is substantial, beginning at $10,000 per incident. These are rare and isolated events that may never occur and should not be confused with late or outlier responses.

2. PSAP/911 Center Relationship

As outlined in other sections herein, The 911 Center will serve as the PSAP and communications facility for emergency requests for service. The Contractor is expected to work closely and serve on 911 committees as requested throughout the term.

a) Interoperable Communications/Data Requirements

The County's PSAP will provide use of its radio system infrastructure at no cost. Contractor is reponsible for subscriber equipment (e.g. computers/MDT; unit and portable radios); pagers, commercial wireless /data access; CAD mobile access fees). Any costs of developing a data bridge from the PSAP's CAD to the Contractor and the ongoing cost of connectivity between PSAP and the Contractor's Communication Center. The data interface Contractor shall provide real-time monitoring of Contractor's ambulance data screens and at a minimum provide the location and status of active ambulance calls, pending calls, location and status of ambulances and crews. Any costs of developing the data bridge from the PSAP's CAD to the Contractor for the for the purpose of monitoring deployment are to be borne by the Contractor.

b) Call Receipt and Dispatch

All 911 calls will be initially answered by the PSAP; medical calls will be immediatelhy transferred to the Contractor's center. PSAP personnel may stay on the line to determine if fire or police assets are required. Contractor will also identify and immediately notify PSAP via data link of those situations that require police or fire resources in accordance with County protocols.

Use of MPDS is required and strict adherence to call prioritization/intake protocols to facilitate safer responses and fewer "lights and sirens" responses for first responders and ambulances where such a response may not be medically required. Contractor communications center is to be accredited as an International Academies of Emergency - Dispatch Center of Excellence within 24 months.

c) Deployment Plan to be Developed and Kept Current by Contractor

Contractor resources will be deployed in accordance with Contractor's written pre-plan for deployment of resources. It is the Contractor's responsibility to develop it's deployment plan and communicate changes in its plan with the the County EMS office prior to implementation.

3. Transport Requirement and Limitations

As outlined in greater detail in other sections, Contractor has an obligation to respond to all emergency medical requests in the County and provide ambulance transport as medically required. However, there are limitations and flexibilities as described herein.

a) Destinations

Contractor shall be required to transport patients from areas of the County, in accordance with the County Medical Control Destination protocols.

b) Prohibition against Influencing Destination Decisions

Contractor personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the County destination policy.

4. Response Time Performance Requirements

"Response times," as defined in subsection 5 below (Response Time Measurement Methodology), are a combination of dispatch, operations, and field operations. Because this Agreement is performance based, County will not limit Contractor's flexibility in the methods of providing ambulance service. This is based upon Contractor's commitment to conform to the Response Time standards set forth below (the Response Time Standards). Therefore, an error on Contractor's part in one phase of its operation (e.g. Dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to Contractor's performance in another phase of its operation (e.g. clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of Contractor's total operation and therefore, is solely Contractor's responsibility. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by the PSAP as to "call transfer time" in combination with any time stamping (if any) of the Contractor's dispatch or records management system. The Contractor's clocks must be synchronized to the PSAP.

a) Description of Call Classification

These Specifications outline three (3) priorities with which Contractor must comply by meeting specified Response Times. The presumptive call classifications are: Life-threatening Emergency Requests – Code 3 (lights and sirens response); Urgent but non-life-threatening Emergency requests — Code 2 (lights and sirens or non-lights and sirens); and non-immediate and urgent response (without lights and sirens) — Code 1. The determination is accomplished by presumptive prioritization in accordance with the then current Emergency Medical Dispatching protocols as approved by the County.

b) Response Time Performance Requirements

A designated response zone will be used for Response Time monitoring, reporting, and compliance purposes. In urban response areas there are additional subzone compliance requirements. There are three types of response areas including Urban, Rural, and Frontier within the ASA. There are specific response time

requirements for each type response area as specified in Table 1 below. Contractor's Response Time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

(1) Dispatch Call Processing Time

Call processing time is defined based upon the time the call is transferred from the PSAP until the call enters the assignment cue of the Contractor's CAD system. Contractor shall accomplish MPDS and process to assignment cue Lifethreatening/time critical emergency requests in less than 90 seconds on not less than 90% of requests.

(2) Life Threatening Emergency Response (Code 3)

Code 3 responses are defined based on the Medical Priority Dispatch System (MPDS) as approved by the County's Medical Director.

Contractor shall place an Ambulance on the scene of each life-threatening emergency (time critical) assignment as presumptively designated by the Contractor's dispatch center as Code 3 on not less than 90 percent of all Priority 1 response requests.

The applicable Response Time performance requirements are specified in Table 5.

For every presumptively defined life-threatening emergency call exceeding the Response Time Standard defined herein, Contractor shall document in writing the cause of the extended Response Time and Contractor's efforts to eliminate recurrence.

(3) Non-Life Threatening Emergency Response (Code 2)

Code 2 responses are defined based on the Medical Priority Dispatch System (MPDS) protocols as approved by the County's Medical Director.

Contractor shall place an Ambulance on the scene of each non-life threatening (non-time critical) emergency assignment as presumptively designated by Contractor's dispatch as Code 2 on not less than 90 percent of all Code 2 response requests.

(4) Non Immediate Urgent Response (Code 1)

Code 1 responses are defined based on the Medical Priority Dispatch System (MPDS) as approved by the County's Medical Director.

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Contractor shall place an Ambulance on the scene of at least 90 percent of all Code 1 non-immediate ambulance requests received within the County on not less than 90 percent of all Code 1 response requests.

(5) Non-Response Protocol (Code 0)

This response category is reserved for future use for those requests defined based on the Medical Priority Dispatch System (MPDS) Omega Protocol as approved by the County's Medical Director as a non-EMS response and/or referral to a nurse or other medical call-center for further review.

c) Summary of Response Time Requirements

Table 1 summarizes the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances within the County for each priority.

Table 1. Response Time Compliance Requirements

Response Code	Compliance	Urban	Rural
Call Processing	90%	<90 seconds for all MPDS Echo & Delta assignments	<90 seconds for all MPDS Echo & Delta assignments
Code 3	90%	≤ 9:00 (AMPDS Echo/Delta	≤ 15:00 (MPDS Echo /Delta
Code 2	90%	≤ 12:00 (AMPDS Charlie/Bravo)	≤ 19:00 (MPDS Charlie/Bravo)
Code 1	90%	≤ 20:00 (MPDS Alpha)	≤ 30:00 (MPDS Alpha)
Code 0	N/A	N/A	N/A

5. Immediate Response and Production Capacity Expectations and Supplemental Resources

The Contractor shall furnish sufficient production capacity and shall manage its available resources so as to provide immediate and prompt response service to all categories of responses. Contractor's proposed deployment plan will identify the level at which Contractor will implement Supplemental Transport Capable Response Units

for emergency responses within the County. Response Time Measurement Methodology

Contractor's Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Table 1 above.

6. Response Time Measurement Methodology

The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:

a) Call Receipt Dispatch Processing Time

The Contractors' dispatch Response Time clock begins when the Contractor's dispatch center receives the data burst or request for a unit information from the PSAP and continues until the time the assignment enters the CAD call assignment cue.

b) At Scene

"At Scene" time means the moment the first Emergency Ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the Patient and notifies Dispatch that it is fully stopped. Only the arrival of a transport capable ambulance shall constitute "At Scene." This does not include a supervisory or other non-transport capable unit. In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, gated communities or complexes, or wilderness locations), arrival. At scene shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

c) Time Intervals for Field

The Response Time is defined as the interval, in exact minutes and seconds, between the Call Enters the CAD Assignment Cue (sometimes referred to as Unit Dispatch Time) and arrival At Scene time, or is cancelled by a public safety agency.

d) Failure to Report at Scene Time

In instances when ambulance crews fail to report At Scene, the time of the next communication between dispatch and the ambulance crew shall be used as the At-Scene time. However, Contractor may be able to document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

e) Calculating Upgrades, Downgrades, Turn-around and Canceled Responses

From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Agreement standards and penalties for non-compliance will be as follows:

(1) Upgrades

If an assignment is upgraded prior to the arrival on scene of the Emergency Ambulance (e.g. from Code 1 to Code 2 or from Code 2 to Code 3), Contractor's compliance and penalties will be calculated based on the shorter of:

d) Time elapsed from call entering assignment cue to time of upgrade plus the higher priority Response Time Standard; or
e) The lower priority Response Time Standard

For example, a call is initially dispatched as a Code 2 (non-life threatening emergency) and it is upgraded to a Code 3 (emergency life-threatening). The applicable response time requirement will be shorter of the Code 2 Response Time or the sum of the elapsed time from call entering assignment cue to the time of the upgrade plus the Priority 3 Response Time.

(2) Downgrades

If a call is downgraded prior to arrival on scene of the Emergency Ambulance (e.g. from Code 3 to Code 2), Contractor's compliance and penalties will be determined by:

f) If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or
g) If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of County, the longer standard will apply.

(3) Reassignment en route

If an Emergency Ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an Emergency Ambulance on the scene from which the Ambulance was diverted. (e.g. there is no resetting of the clock based upon reassignment)

(4) Canceled Calls

If an assignment is canceled prior to arrival on the scene by the emergency ambulance, Contractor's compliance and penalties will be calculated based on the elapsed time from dispatch to the time the call was canceled.

f) Response Times outside Primary Service Area are excluded

Contractor shall not be held accountable for Response Time compliance for any assignment originating outside the ASA response area. Likewise, responses to

requests for service outside the County will not be counted in the total number of calls used to determine compliance.

g) Each Incident a Separate Response

Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving Emergency Ambulance will be used to compute the Response Time for that incident.

h) Equity in Response Times throughout the Urban Response Area

In developing Response Time Standards, the County has aggregated all urban and rural areas of the County into respective single response zone. However, the response time compliance for each of the existing Sub-zones shall be calculated and reported independently on a monthly basis. Should the County determine that non-equitable response patterns become chronic, it reserves the right to require Contractor to meet response times measured independently in each of the Sub-Zones.

Performance for each sub-zone must be maintained >80% for each for each of the performance categories. Sub-zone compliance will be measured monthly, if a singular zone does not meet the performance for 3 consecutive months then the compliance for that zone will increase to 90 percent and penalties may be applied.

In addition, County reserves the right to look at any area of the County to identify if there are pockets of poor Response Time performance and refer such findings to the Contractor for mitigation. Contractor shall affirmatively act to modify its response plan to address identified performance issues.

7. Response Time Exceptions and Exception Requests

Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control affect the achievement of specified Response Times Standards. In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every request from the PSAP originating from within County shall be included except as follows:

a) Multi-casualty Disaster

The Response Time requirements may be suspended at the sole discretion of the County during a declared multi-casualty incident or disaster in the County or during a declared disaster in a jurisdiction within the region to which ambulance assistance is being provided as requested by the County.

b) Good Cause

The Contract Administrator may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the

asserted ground(s) for exception must have been a substantial factor in producing a particular excess response time and Contractor must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to incorrect or inaccurate dispatch information received from the PSAP, disrupted voice or data radio transmission; mobile data terminal failure; material change in dispatch location; inability to locate scene due to non-existent address; or unusually severe weather conditions such that response time is either impossible or could only be achieved at a greater risk to EMS personnel and the public than would result from delayed response; unavoidable delays caused by parked trains; or periods of unusual system overload.

Unusual system overload is defined as double the average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for exceptions.

Equipment failure, ambulance failure, lost ambulance crews, extended "chute times", or other causes deemed to be within the Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

c) Exception Request Procedure

It is the Contractor's responsibility to apply to the County for an exception to a required Response Time.

If Contractor feels that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to the Contract Administrator and request that the Contract Administrator exclude these runs from calculations and late penalties. Any such request must be in writing and received by the Contract Administrator within 10 business days of the end of the month of occurrence together with that month's performance reports. A request for an exception received after the 10 days will not be considered. The Contract Administrator, will review each exception request and make a decision for approval or denial.

Should the Contractor desire to appeal the Contract Administrator's decision, a written request must be submitted to the EMS Operations Director within 10 days after the decision by the Contract Administrator. All decisions by the EMS Operation Director shall be considered final.

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8. Response-time Performance Reporting Procedures and Penalty Provisions

a) Response Time Performance Reporting Requirements

(1) Documentation of Incident Time Intervals

The Contractor shall document all times necessary to determine total ambulance Response Time, including but not limited to time call received by the dispatch center, time location verified, time ambulance crew assigned, time en route to scene, arrival at scene time, total on-scene time, time en route to hospital, total time to transport to hospital, and arrival at hospital time. Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the Patient Care Report Form (PCR) and in Contractor's computer aided dispatch system. The Contractor will provide an interface with the computer aided dispatch database and Electronic Patient Care Report Form (EPCR) database for County to independently extract and corroborate Response Time performance. Contractor may not make changes to times entered into the CAD after the event without County authorization. Only County personnel may make or authorize changes to times within the CAD/Data computer. The contractor may request such changes from County when errors or omissions are discovered. County has sole discretion whether changes to times are acceptable.

(2) Response Time Performance Reporting

Two types of performance reporting is required under this procurement.

a. "Live" monitoring of the system utilizing "First Watch" (or equivalent) shall be utilized to monitor system response intervals and clinical performance of first responders and ambulances. These reports shall be provided directly and independently by First Watch to the County on a monthly basis at the contractor's expense.
b. Within 10 business days following the end of each month, the Contractor's dispatch center shall document and report to County, in a manner required by County, information as specified in Section IV.E.

h) Contractor shall use Response Time data in an on-going manner to evaluate Contractor's performance and compliance with Response Time Standards in an effort to continually improve its Response Time performance levels.

i) Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.

j) Contractor shall provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future.

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b) Penalty Provisions

The County would prefer that Contractor performance is such that no performance penalties would be imposed during the term of the agreement. However, should penalties be imposed they will be utilized to offset County system improvement initiatives. For any month in which the system's clinical outcome measures as outlined herein are full met, the County shall not apply any financial penalties.

Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance under the Agreement. However, severe or chronic deviations of Response Time compliance may constitute a default of the Agreement as defined below.

(1) Penalty for Failure to Report On-scene Time

Contractor shall pay County a $250 penalty each time an ambulance is dispatched and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the penalty may demonstrate to the satisfaction of the Contract Administrator an accurate on-scene time.

Where an on-scene time for a particular call is not documented or demonstrated to be accurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.

(2) Penalty for Failure to Comply with Response Time Requirements

Contractor shall pay County a penalty each month that the Contractor fails to comply with the Response Time requirements based on the percentage of compliance for all responses in the categories represented in Table 2 below.

Failure of the Contractor to achieve at least 88% Response Time compliance for 9-1-1 calls will require that the Contractor submit and implement a deployment plan that includes additional staffed ambulance hours aimed to achieve 90% compliance with Response Times.

Table 2. County Response Time Penalties

9-1-1 Calls - Code 1, 2and 3 Responses

Compliance %	Penalty
≥ 89% < 90%	$5,000
≥ 88% < 89%	$7,500
< 88%	$10,000

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(3) Repetitive Non-Compliance

Penalties are based on measurement of response time performance for all responses within each response area (Urban, Rural, Frontier) within the County and grouped by priority level. Calls originating from 9-1-1 will be grouped for compliance measurement.

The Contractor is required to report performance for each priority level for each response area(Urban, Rural, Frontier. Repetitive non-compliance in any given subset is defined as three consecutive months or four instances of non-compliance in any twelve-month period. If the Contractor is repetitively non-compliant in any subset measure, the Contractor shall submit a plan of corrective action to County within 30 days of being notified of repetitive non-compliance by Cunty. Failure to correct repetitive non-compliance may be considered a material breach of the Agreement.

(4) Penalties for Outlier Responses

An "Outlier" Response Time is defined as a Response Time that is excessive for the category, such that it represents a potential threat to health and safety (Outlier). A penalty shall be imposed for any call for which the actual Response Time equals or exceeds the applicable "Outlier Response Time" set forth in Table 3. Penalties shall be based on the Priority level assigned to the call.

The outlier penalty is in addition to a penalty assessed for failure to meet the Response Time compliance requirements.

Table 3. Outlier Response Time Penalties

Priority Level	Outlier Response Times	
	County-wide Measure	Penalty per Outlier
Priority 1	>19:59	$1,500
Priority 2	>29:59	$1,000
Priority 3	>39:59	$1000

(5) Additional Penalty Provisions

County *may* impose financial penalties for minor or major breaches of the Agreement. For example, the Agreement will include penalties relating to the failure to provide reports and information to County by specified due dates, failing to give a detailed verbal report or leave copies of PCRs documenting patient care at receiving institutions, failure to respond to a request, and

responding and transporting in a BLS unit when the call requires an ALS response and transport. County may impose a fine of up to $500 per incident for any minor breach of the Agreement not specifically addressed in the following Table 4. The following specific penalties shall be included in the Agreement:

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Table 4. Breach Events and Penalties

Breach Event	Criteria	Penalty
Failure to provide timely operational reports	Operational and Response Time reports are due on specific date after close of month	$50 per report per day received after specified due date
Failure to leave completed PCR at receiving facility	100 percent of the County approved Interim Patient Care Report (an abbreviated patient care report) will be left at the receiving facility prior to departure of the ambulance crew OR a detailed verbal report will be given at the time of handoff. 100 percent of the completed PCRs will be provided to receiving facility within 24 hours	$50 for every instance when the Interim Patient Care Report OR a detailed verbal report at a minimum, is not left at the receiving facility prior to crew departure. A penalty of $100 for every completed PCR not provided to the facility within 24 hours of patient delivery.
Failure to provide timely quality improvement data and reports	Quality improvement and clinical data and reports are due on specific date after close of month	$50 per report or data submission per day received after specified due date
Failure to provide timely unusual occurrence reports	Unusual occurrence reports are due within a specific time from date of the occurrence as defined in County policies and procedures	$100 per report per day received after the specified time frame from the date of the occurrence
Failure to respond to an emergency request for a response from the County PSAP	The contractor shall respond to all official requests for an emergency response from the County PSAP. Failure to respond is defined as the Contractor not sending an ambulance en route to an emergency request.	The County shall impose a minimum fine of $10,000 for each failure to respond to an official call by the Contractor. Failure to respond will be defined as any emergency call originating from PSAP for which the Contractor fails to dispatch and no ambulance responds. Prior to imposition of this penalty, the County will conduct an investigation of the incident

9. Penalty Disputes

Contractor may appeal to the County in writing within 10 business days of receipt of notification of the imposition of any penalty or regarding the County's penalty calculations. The Contract Administrator will review all such appeals and make the decision to eliminate, modify, or maintain the appealed penalty. Should the Contractor desire to appeal the Contract Administrator's decision, a written request must be submitted to the EMS Operations Manager within 10 days or receipt of the Contract Administrator's decision on the appeal. All decisions by the EMS Operations Manager shall be considered final.

10. Fleet Requirement

The Contractor is to maintain the number of ALS equipped and fully operating ambulances that represent at least 130% of the peak staffing level. For example, if the Contractor's peak number of ambulances is five (5), then the Contractor is to maintain a fleet of at least eight ambulances (5 x 130% = 6.5 rounded to 7). If a fraction is derived when multiplying the peak number of units by 130%, the number will be rounded up to the next whole integer. (i.e. 6.5 would be rounded to 7).

11. Coverage and Dedicated Ambulances, Use of Stations/Posts

These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. The County neither accepts nor rejects Proposer's level of effort estimates; rather the County accepts the Proposer's commitment to employ whatever level of effort is necessary to achieve the Response Time and other performance results required by the terms of the Agreement as outlined in these specifications.

Contractor shall deploy ambulance resources in a manner consistent with this goal.

D. Personnel

1. Character, Competence and Professionalism of Personnel

The parties understand that ambulance services are often rendered in the context of stressful situations. The County expects and requires professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, support staff, middle managers, and top executives. Contractor shall address and correct any occasional departure from this standard of conduct.

All persons employed by Contractor in the performance of its work shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check in accordance with County requirements at Contractor's expense. Contractor shall ensure that driver's record checks are conducted at least annually. Contractor must independently judge the employability

and potential liability associated with employing any individual with a past history of serious offenses.

2. Internal Health and Safety Programs

The Contractor shall implement multiple programs to enhance the safety and health of the work force. These shall include driver-training, safety and risk management training.

The Contractor shall provide adequate Personal Protective Equipment (PPE) and other equipment to employees working in hazardous environments such as routine care, rescue operations, motor vehicle accidents, etc. At a minimum, personal protective gear shall include appropriate head, respiratory and flesh protection for employees. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

3. Evolving OSHA & Other Regulatory Requirements

It is anticipated, during the term of the Agreement that certain regulatory requirements, for occupational safety and health, including but not limited to infection control, blood-borne pathogens and TB, may be increased. It is the County's expectation that Contractor will adopt procedures that meet or perform better than all requirements for dealing with these matters.

Contractor shall make available at no cost to its employees all currently recommended immunizations and health screening to its high-risk personnel.

4. Discrimination Not Allowed

During the performance of the Agreement, Contractor agrees that it will comply with all applicable provisions of federal, state, and local laws, including Section 55-7 and Section 55-48 of the Code of Ordinances of Anderson County and regulations prohibiting discrimination. Without limiting this, Contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA) and all other regulations promulgated there under. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation, or age. Contractor will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, sexual orientation, or age. Such action shall include but is not limited to the following: employment-upgrade, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection, including apprenticeship.

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E. Management

1. Data and Reporting Requirements

The long-term success of any EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, the County will require Contractor to provide detailed operational, clinical, and administrative data in a manner that facilitates its retrospective analysis.

a) Dispatch Computer/Data System Interface

The data system utilized by Contractor that interacts with the PSAP's Communications CAD shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. County will be provided access to all data maintained by the Contractor's Computer Aided Dispatch (CAD) or Data system as necessary to analyze demand and determine deployment procedures. The Contractor agrees to allow County, at Contractor's expense, to install an interface with the CAD or Data System to collect and monitor computer-aided dispatch information and patient care reports.

The Contractor in conjunction with County shall establish procedures to fully automate the reporting requirements.

The Contactor's interface made available to PSAP shall provide real-time monitoring of the Contractor's ambulance data screens and at a minimum provide the location and status of active ambulance calls, pending calls, location and status of ambulances and crews.

Essential Patient Care Record and Assignment Data

Contractor shall utilize an electronic patient care record system (PCR) that is NEMSIS and CEMSIS compliant and meets the requirements of the state and approved by the County for patient documentation on all EMS system responses including patient contacts, canceled calls, and non-transports. The PCR shall be accurately completed to include all information required by and established according to established County Policies and Procedures. If possible, the Contractor shall leave a copy of the PCR (electronic or printed) at the receiving hospital upon delivery of each patient in accordance with County policy. A detailed verbal report at handoff may substitute for this requirement, with the completed PCR delivered to the hospital within 24 hours.

Within 24 hours, Contractor shall provide access for the Contract Administrator and receiving hospitals to patient care records in computer readable format and suitable for statistical analysis for all priorities. Records shall contain all information documented on the PCR for all EMS system responses including patient contacts, cancelled calls, non-transports.

Contractor shall identify files or PCRs for trauma transports (patients meeting trauma triage criteria). Contractor shall be required to provide other data points, which may be reasonably requested, including any needed modifications to support EMS system data collection.

b) Records

Contractor shall complete, maintain, and provide to the County, if requested, adequate records and documentation to demonstrate its performance compliance and aid the County in improving, modifying, and monitoring the EMS system.

c) Monthly Reports Required

Contractor shall provide, within 10 business days after the first of each calendar month, computer database data in an electronic format and reports pertaining to its performance during the preceding month as it relates to the clinical, operational, and financial performance stipulated herein. Contractor shall document and report to Contract Administrator in writing in a form required by the Contract Administrator. Response time compliance and customer complaints/resolutions shall be reported monthly. Reports other than Response Time compliance and customer complaints/resolutions may be required less frequently than monthly. At the end of each calendar year, no later than November 30 of the preceding year, the County shall provide a list of required reports and their frequency and due dates to the Contractor.

Reports shall include, at a minimum:

(1) Clinical

- Continuing education compliance reports;
- Summary of clinical/service inquiries and resolutions;
- Summary of interrupted calls due to vehicle/equipment failures; and
- A list of trauma transports, by the County and by hospital, including all times necessary to calculate each Response Time, on-scene time, and transport to hospital time

(2) Operational

- Calls and transports, by priority Countywide and outside the County;
- A list of each call where there was a failure to properly record all times necessary to determine the Response Time;
- Documentation of all patients meeting trauma criteria including on-scene time and transport to hospital time;
- STEMI patients with EKG findings, treatment provided, scene time and hospital destination;
- Stroke patients with assessment findings, treatment provided, scene time and hospital destination;
- ALS intercepts with regional providers;
- A list of mutual aid responses to and from system; and
- EMS transports to and from medical aircraft performed by Contractor

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(3) Response Time Compliance

- A list of each call dispatched for which Contractor did not meet the Response Time standard and an explanation of why the response was late;
- Canceled calls; and
- Exception reports and resolution.

(4) Response Time Statistical Data

Within 10 business days following the last day of each month, Contractor shall ensure that ambulance Response Time records are available to the County in a computer readable format approved by the Contract Administrator and suitable for statistical analysis for all ambulance responses originating from requests within the County. The records shall, at a minimum, include the following data elements:

- unit identifier
- location of call – street address
- location of call - longitude and latitude
- nature of call (EMD Code)
- code to scene
- time call received (or for transfers; time pick-up requested)
- time call dispatched
- time unit en route
- time unit on-scene
- time contact with patient
- time unit en route to hospital
- time unit at hospital
- time unit clear and available for next call
- outcome (dry run, transport)
- receiving hospital
- code to hospital
- major trauma
- number of patients transported
- number of first responders accompanying if any

(5) Personnel Reports

Contractor shall provide the County annually with a list of paramedics, EMTs and dispatchers currently employed by Contractor and shall update that list whenever there is a change. Alternatively, at Contractor's option this information may be provided to the County via read only access to that database.

The personnel list shall include, at a minimum, the name, address, telephone number, paramedic certification and expiration date or EMT certification and expiration date, ACLS expiration date and Driver's License number of each person on the list.

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(6) Community/Governmental Affairs Report

- Number of conducted community education events,
- Public Relations (PR) activities, first responder recognition,
- Government relations contact report.

(7) Electronic Access to Report

Contractor shall provide access capability to County, at the Contractor's expense, to provide County access to all ePCRs and provide First Watch/First Pass customized reports for County monitoring and review. The electronic access shall also include real-time monitoring of CAD/data interface systems.

(8) Other Reports

Contractor shall provide the County with such other reports and records as may be reasonably required by the Contract Administrator.

F. EMS System and Community

1. Participation in EMS System Development

The County anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. The County requires that its Contractor actively participate in EMS activities, committee meetings, and work groups. Contractor agrees to participate and assist in the development of system changes.

2. Accreditation

Within 3 months following commencement of the term of the Agreement, the Contractor will initiate the process attain accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization. Once obtained, the Contractor shall maintain its accreditation throughout the term of this Agreement and any future agreements.

3. Multi-casualty/Disaster Response

Contractor shall cooperate with the County in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in County plans.

In the event the County declares a disaster within the County, the Contractor will assign a Field or Dispatch Manager/Supervisor to deploy to the designated emergency operations center (when activated) as a liaison upon request.

In the event the County declares a disaster within the County, or in the event the County directs Contractor to respond to a disaster in a regional jurisdiction, normal operations may be suspended at the discretion of the County and Contractor shall respond in accordance with the disaster plan. Contractor shall use best efforts to

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maintain primary Emergency services and may suspend non-emergency services upon notification and concurrence of the County.

At a multi-victim scene, Contractor's personnel shall perform in accordance with appropriate County multi-victim response plan and within the Incident Command System (ICS).

During a disaster declared by the County, the County will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from response-time criteria. When Contractor is notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to its primary area of responsibility and shall resume all operations as required under the Agreement.

a) Internal Disaster Response Notification

Contractor shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include the capability of Contractor to alert off-duty personnel.

b) Incident Notification

Contractor shall have a mechanism in place to communicate current field information to appropriate County staff during multi-casualties, disaster response, hazardous materials incidents, and other unusual occurrences.

c) Interagency Training for Exercises/Drills

Contractor shall participate in County sanctioned exercises and disaster drills and other interagency training upon request.

4. Mutual-aid and Stand-by Services

a) Mutual Aid Requirements

Contractor shall respond in a mutual aid capacity to other service areas outside of the County if so directed by Contract Administrator or in accordance with Contractor mutual aid agreements. Specifically, Contractor shall maintain documentation of the number and nature of mutual aid responses it makes and nature of mutual aid responses made by other agencies to calls originating within the County.

b) Stand-by Service

Contractor shall provide, at no charge to the County or requesting government agency, stand-by services at the scene of an emergency incident where there may be an imminent life threat as directed by the PSAP. This requirement may be met by transport, non-transport or supervisory unit. A unit placed on stand-by shall be dedicated to the incident. Dedicated stand-by periods exceeding one hour may be billable to the requesting agency.

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5. Permitted Subcontracting

The Contractor may contract with providers for ALS inter-facility transports/transfers, BLS non-emergency transports, and CCT transports originating within the County. Contractor may also subcontract for its management, administrative services, and billing and collection activities. Such agreements must be approved by the County. The sub-contracting entities must meet the County's minimum requirements for ambulance or CCT services. The Contractor remains responsible and accountable to meet Response Time and reporting requirements and the Contractor is liable to pay any penalties for non-performance by the subcontractor.

6. Supply Exchange and Restock

The Contractor will restock basic life support supplies on a one-for-one basis based on utilization on calls by county first responders. The preferred restocking mechanism will be jointly developed by the Contractor and county first responders and approved by the County.

7. Handling Service Inquiries and Complaints

Contractor shall log all inquiries and service complaints. Contractor shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

Contractor shall submit to the County each month a list of all service inquiries/complaint received and their appropriate disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the EMS Medical Director or the County within twenty-four (24) hours.

G. Administrative Provisions

1. Primary User Fee Support and Limited System Subsidy

The Contractor will operate the EMS system primarily with user fees and limited subsidy from the County. RFP specifications are designed to provide increased accountability without undue operational or financial burden for the Contractor.

2. Contractor Revenue Recovery

The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

a) Patient Charges

Contractor shall receive income from patient charges. Contractor shall comply with fee schedules and rates proposed in response to this RFP and as subsequently approved by the County. The current rates are included in Appendix 5.

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b) Fee Adjustments

The Contract Administrator will review annual increases to patient charges based on changes in the Consumer Price Index for All Urban Consumers. The annual rate increases will be the greater of three (3) percent or the increase of the CPI for any given year. All changes in the transport fees must be approved by the County.

In the event changed circumstances substantially impact the Contractor's costs of providing services or there are substantial reductions in revenue caused by factors that are beyond the control of Contractor, the Contractor may request increases or decreases in charges to patients to mitigate the financial impact of such changed circumstances. No adjustments to patient fees will be allowed during the first twelve (12) months of the commencement of the Agreement. If Contractor believes an adjustment is warranted, the Contractor may apply to the Contract Administrator for a rate adjustment to be effective on or after the first anniversary of the Agreement. Applications must be submitted at least sixty (60) days prior to the requested effective date. Requests for changes to patient charges shall only be allowed on an annual basis corresponding to the anniversary of the Agreement. The Contract Administrator shall review the application and forward his or her recommendation to the County Board, who shall have the authority to approve or disapprove the request. Approval of rate changes is required before they can become effective.

3. Federal Healthcare Program Compliance Provisions

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services, and those associated with employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.

a) Medicare and Medicaid Compliance Program Requirements

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

Contractor will engage a qualified entity to conduct a claims review on an annual basis as described in the OIG Compliance Guidance. A minimum of 50 randomly selected Medicare claims will be reviewed for compliance with CMS rules and regulations, appropriate documentation, medical necessity, and level of service. The Contractor will submit the report to the County within 120 days of the end of each contract year.

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b) HIPAA Compliance Program Requirements

Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the US Department of Health and Human Services. The three major components of HIPAA include:

1. Standards for Privacy and Individually Identifiable Health Information
2. Health Insurance Reform: Security Standards
3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards

Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of the HIPAA rules and regulations will be reported immediately to the County along with Contractor's actions to mitigate the effect of such violations.

4. State Compliance Provisions

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with County policies, procedures, and protocols.

5. Billing/Collection Services

Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. The billing system shall:

1. electronically generate and submit Medicare and Medicaid claims;
2. itemize all procedures and supplies employed on patient bills; and
3. be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries

Contractor shall not attempt to collect its fees for local service at the time of service. However, requests for advance payment or down payment of long distance non-emergency transports of more than 50 miles that originate in the County is acceptable. Procedures for any advance collection of long distance are to be approved by the County.

Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.

6. Market Rights

The County shall not enter into agreements with any other provider for ground response to requests for ambulance service as defined herein originating within the County during the term of this Agreement.

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7. Service Expanson

Should any other contiguous jurisdiction desire to join the County system, Contractor shall provide substantially similar services to the joining jurisdiction on the same terms and conditions. However, should call densities of the joining jurisdiction be lower than those of the County, then the County and Contractor shall negotiate in good faith to provide equitable (but potentially longer) response times in the joining jurisdiction or, alternatively, allow the joining jurisdiction to provide subsidy to achieve response times similar to the County.

8. Accounting Procedures

a) Invoicing and Payment for Services

The County shall render its invoice for any fines or penalties to the Contractor within 30 business days of the County's receipt of the Contractor's monthly performance reports. The Contractor shall pay the County on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty-day period. If they have not been resolved to the County or Contractor's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

b) Audits and Inspections

Contractor shall maintain separate financial records for services provided pursuant to the Agreement in accordance with generally accepted accounting principles.

With reasonable notification and during normal business hours, the County shall have the right to review any and all business records including financial records of Contractor pertaining to the Agreement. All records shall be made available to the County at the Contractor's local office or other mutually agreeable location. The County may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs and employment agreements.

On an annual basis, the Contractor shall provide the County with audited financial statements by certified public accountants for Contractor's ambulance operations in the County and/or separate business records of financial accounting of any other businesses that share overhead with the Contractor's ambulance service operation.

Contractor may be required by the County to provide the County with periodic report(s) in the format specified by the Contract Administrator to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

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9. Insurance Provisions

Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the required insurance coverage.

10. Hold Harmless / Defense / Indemnification / Taxes / Contributions

a) Hold Harmelss

In General, Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, the County, its County Council, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of the County. This duty shall arise at the first claim or allegation of liability against the County. Contractor will on request, and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law."

b) Employee Character and Fitness.

Contractor accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Contractor under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, Contractor shall hold the County and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or Contractor's actions in this regard.

11. Performance Security Bond

Contractor shall furnish performance security in the amount of _____ dollars ($_____) in one of the following forms:

a) A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to the County; or

b) An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the County and from a bank or other financial institution acceptable to the County.

12. Continuous Service Delivery

Contractor expressly agrees that, in the event of a default by Contractor under the Agreement, Contractor will work with the County to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Contractor shall be obligated to use every effort to assist the County to ensure uninterrupted and continuous service delivery in the event of a default, even if Contractor disagrees with the determination of default.

13. Annual Performance Evaluation

The County shall evaluate the performance of the ambulance Contractor on an annual basis. An evaluation report will be provided to the County Council.

The following information will normally be included in the performance evaluation:

a) Response Time performance standards assessed with reference to the minimum requirements in the Contract;
b) Clinical performance standards assessed with reference to the minimum requirements in the Contract;
c) Initiation of innovative programs to improve system performance;
d) Workforce stability, including documented efforts to minimize employee turnover;
e) Compliance of pricing and revenue recovery efforts with rules and regulations and the Agreement; and
f) Compliance with information reporting requirements

14. Default and Provisions for Termination of the Agreement

The County shall have the right to terminate or cancel the Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches the Agreement and fails to correct such default within seven (7) days following the service on it of a written notice by the County specifying the default or defaults complained of and the date of intended termination of rights absent cure.

a) Definitions of Breach

Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:

1. Failure of Contractor to operate the ambulance service system in a manner which enables the County or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and County ordinances, rules, and regulations. Minor infractions of such

requirements shall not constitute a material breach but such willful and repeated infractions shall constitute a material breach;

2. Willful falsification of data supplied to the County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under the Agreement, or a willful refusal to provide such data within a reasonable time when demanded by the County;
3. Chronic and persistent failure by Contractor to maintain equipment in accordance with good maintenance practices;
4. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period as described in Section G.22;
5. Deliberately increasing the cost of providing services, failing to maintain positive labor relations, or undertaking any activity designed to make it more difficult for a transition to a new Contractor or for a new Contractor's operation in the event of a default or failure of incumbent to prevail during a subsequent bid cycle;
6. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle;
7. Willful attempts by Contractor to intimidate or punish employees who participate in legally protected concerted activities, or who form or join any professional associations;
8. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
9. Failure of Contractor to comply with approved rate setting, billing, and collection procedures;
10. Failure of Contractor to meet Response Time requirements for three consecutive measurement periods in a single category and after receiving notice of non-compliance from Contract Administrator;
11. Failure of Contractor to comply with the vehicle lease provisions;
12. Failure of Contractor to cooperate and assist the County in the investigation or correction of any "Minor Breach" conditions;
13. Failure to comply with required payment of fines or penalties within sixty (60) days written notice of the imposition of such fine or penalty;
14. Failure to maintain in force throughout the terms of the Agreement, including any extensions thereof, the insurance coverage required herein;
15. Failure to maintain in force throughout the term of the Agreement, including any extensions thereof, the performance security requirements as specified herein;
16. Failure to timely prepare and submit the required annual audit; and

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17. Any other willful acts or omissions of Contractor that endanger the public health and safety.

15. Termination

a) Written Notice

The Agreement may be canceled immediately by written mutual consent.

b) Failure to Perform

The County, upon written notice to Contractor, may immediately terminate the Agreement should Contractor materially breach any of its obligations under the Agreement. In the event of such termination, the County may proceed with the work in any reasonable manner it chooses. The cost to the County of completing Contractor's performance shall be partially supported by securing the funds of the Performance Security Bond, without prejudice to the County's rights otherwise to recover its damages or to seek any other remedy.

16. Emergency Takeover

In the event the County determines that a material breach, actual or threatened, has or will occur or that a labor dispute has prevented performance, and if the nature of the breach is, in the Contract Administrator's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the County Administrator.

If the Administrator concurs that a material breach has occurred or may occur and that public health and safety would be endangered by allowing the Contractor to continue its operations, the Contractor shall cooperate fully with the County to affect an immediate takeover by the County of Contractor's ambulances and crew stations. Such takeover shall be affected within not more than 72 hours after Administrator's decision to execute the emergency takeover.

In the event of an emergency takeover, the Contractor shall deliver to the County ambulances and associated equipment used in performance of the Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with County ALS Policies and Procedures.

Contractor shall deliver ambulances, dispatch and communications system/equipment, facilities and crew stations to the County in mitigation of any damages to the County resulting from the Contractor's breach. However, during the County's takeover of the ambulances and equipment, the County and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to the Contractor shall be equal to the aggregate monthly amount of the Contractor's debt service on facilities, vehicles and equipment as documented by the Contractor at Contract

Administrator's request, and verified by the County Auditor (provided that the cost of contractor debt service does not exceed the fair market value of the rent for the facilities, vehicles and equipment). The County Auditor shall cause the disbursement of these payments directly to the Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, the County shall pay the Contractor fair market rental based upon an independent valuation.

Nothing herein shall preclude the County from seeking to recover from the Contractor such rental and debt service payments as elements of damage from a breach of the Agreement. However, the Contractor shall not be precluded from disputing the Director's findings or the nature and amount of the County's damages, if any, through litigation. Failure on the part of the Contractor to cooperate fully with the County to effect a safe/smooth takeover of operations shall itself constitute a breach of the Contract, even if it is later determined that the original declaration of breach by the Health Director was made in error.

The County shall have the right to authorize the use of vehicles and equipment by another company. Should the County require a substitute contractor to obtain insurance on equipment, or should the County choose to obtain insurance on vehicles/equipment, the Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

The County agrees to return the Contractor's vehicles and equipment to the Contractor in good working order, normal wear and tear excepted, at the end of takeover period. For any of the Contractor's equipment not so returned, the County shall pay the Contractor fair market value of vehicle and equipment at time of takeover, less normal wear and tear or shall pay the Contractor reasonable costs of repair, or shall repair and return vehicles and equipment.

The County may unilaterally terminate a takeover period at any time and return facilities and equipment to the Contractor. The takeover period shall last no longer than the County judges necessary to stabilize the EMS system and to protect the public health and safety by whatever means the County chooses.

All of the Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this Contract are hereby leased to the County during an emergency takeover period. Contractor shall maintain and provide to the County a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ambulance services hereunder shall be reported to the County within 30 days of said change, sale, transfer, or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

17. Transition Planning

a) Competitive Proposal Required

Contractor acknowledges that the County intends to conduct a future competitive procurement process for the provision of ambulance service within the County prior to the termination of this Contract. Contractor acknowledges and agrees that the County may select a different ambulance service provider to provide exclusive ambulance services following said competitive procurement process, and to reasonable extension of its obligations hereunder if such extensions are necessary to complete such processes, including but not limited to any reasonable decisions to cancel and restart such processes.

b) Future Bid Cycles

Contractor acknowledges and agrees that supervisory personnel, EMT's, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though Contractors may change. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Proposers and shall allow without penalty its employees to sign contingent employment agreements with competing Proposers at employees' discretion. Contractor may prohibit its employees from assisting competing Proposers in preparing Proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations.

18. The County's Remedies

If conditions or circumstances constituting a Default as set forth in Section IV.G.16 exist, the County shall have all rights and remedies available at law or in equity under the Agreement, specifically including the right to terminate the Agreement and/or the right to pursue Contractor for damages and the right of emergency take-over as set forth in Section IV.G.18. All County's remedies shall be non-cumulative and shall be in addition to any other remedy available to the County.

19. Provisions for Curing Material Breach and Emergency Take Over

In the event the County determines that there has been a material breach by Contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such determination shall constitute a material breach and/or default of the Agreement. In the event of a material breach, the County shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the material breach.

Contractor shall have the right to cure such material breach within seven (7) calendar days of receipt of such notice and which notice should include the reason why such material breach endangers the public's health and safety unless an immediate and grave threat to public health and safety requires shorter notice or no notice. In cases where notice is given, within 24 hours of receipt of such notice, Contractor shall deliver

to the County, in writing, a plan of action to cure such material breach. The County, acting through its Health Director or the Director's designee, may permit Contractor to implement such a plan of action if the plan is acceptable to the County, and may set such deadlines for the completion of such actions as the County deems appropriate, in its sole and absolute discretion. If Contractor fails to cure such material breach within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of the County or Contractor fails to timely deliver the cure plan to the County, the County may execute an emergency take-over of Contractor's operations. Contractor shall cooperate completely and immediately with the County to affect a prompt and orderly transfer of all responsibilities to the County.

Contractor shall not be prohibited from disputing any such finding of default through appropriate channels, provided, however that such dispute shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a Default has occurred, shall be initiated, and shall take place only after the emergency take-over has been completed.

Contractor's cooperation with and full support of such emergency take-over shall not be construed as acceptance by Contractor of the findings and default, and shall not in any way jeopardize Contractor's right of recovery based upon a later finding in an appropriate forum that the declaration of Default was made in error. However, failure on the part of Contractor to cooperate fully with the County to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of default by the County was made in error.

For any default by Contractor which does not endanger public health and safety, or for any default by the County, which cannot otherwise be resolved, early termination provisions which may be agreed to by the parties will supersede these specifications.

20. "Lame-duck" Provisions

Should the Agreement not be renewed, extended or if notice of early termination is given by Contractor, Contractor agrees to continue to provide all services required in and under the Agreement until the County or a new entity assumes service responsibilities, even if reasonable extension of this the Contractor's Agreement with the County is necessary. Under these circumstances Contractor will, for a period of several months, serve as a lame duck Contractor. To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:

a) Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the

subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;

b) Contractor shall make no changes in methods of operation or employee compensation that could reasonably be considered to be aimed at cutting Contractor service and operating costs to maximize or effect a gain during the final stages of the Agreement or placing an undue burden on the subsequent Contractor;

c) The County recognizes that if another organization should be selected to provide service, Contractor may reasonably begin to prepare for transition of service to the new entity. The County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period; and

d) Should the County select another organization as a service provider in the future, Contractor personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence.

21. General Provisions

a) Assignment

Contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of the County, shall not convey any rights to the assignee.

b) Permits and Licenses

Contractor shall be responsible for and shall hold any and all required federal, state, or local permits or licenses required to perform its obligations under the Agreement. In addition, Contractor shall make all necessary payments for licenses and permits for the services and for issuance of state permits for all ambulance vehicles used. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state, and local requirements for permits and licenses as necessary to provide the services pursuant to this Agreement. Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

c) Compliance with Laws and Regulations

All services furnished by Contractor under the Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services under

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the Agreement and to maintain compliance with those applicable standards at all times.

d) Private Work

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of Agreement.

e) Retention of Records

Contractor shall retain all documents pertaining to Agreement for seven (7) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of South Carolina, and the United States Government. Any and all records received and manufactured by the County under this Agreement shall be subject to disclosure of public records and any other applicable law.

f) Product Endorsement/Advertising

Contractor shall not use the name of the County for the endorsement of any commercial products or services without the expressed written permission of the Contract Administrator.

g) Observation and Inspections

County representatives may, at any time, and without notification, directly observe Contractor's operations of the maintenance facility, or any ambulance post location. A County representative may ride as "third person" on any of Contractor's Ambulance units at any time, provided, that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor employee's duties and shall at all times be respectful of Contractor's employer/employee relationships.

At any time during normal business hours and as often as may be reasonably deemed necessary by the County, County representatives may observe Contractor's office operations, and Contractor shall make available to the County for its examination any and all business records, including incident reports, and patient records pertaining to the Agreement. The County may audit, copy, make transcripts, or otherwise reproduce such records for the County to fulfill its oversight role.

h) Omnibus Provision

Contractor understands and agrees that for seven years following the conclusion of the Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books, documents and records that are necessary to certify the nature and extent of the reasonable costs of services.

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i) Relationship of the Parties

Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Contractor is an independent contractor and is not an employee of the County. Contractor is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related tax. Nothing in the Agreement shall create any right or remedies in any third party. The Agreement is entered solely for the benefit of the County and Contractor.

j) Rights and Remedies Not Waived

Contractor will be required to covenant that the provision of services to be performed by Contractor under the Agreement shall be completed without compensation from the County. The acceptance of work under the Agreement shall not be held to prevent the County's maintenance of an action for failure to perform work in accordance with the Agreement.

k) Consent to Jurisdiction

Contractor shall consent to the exclusive jurisdiction of the courts of the State of South Carolina or a federal court having jurisdiction in Anderson, South Carolina in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Venue shall lie in Anderson, South Carolina.

l) End-term Provisions

Contractor shall have 90 days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.

m) Notice of litigation

Contractor shall agree to notify the County within 24 hours of any litigation or significant potential for litigation of which Contractor is aware.

n) Cost of Enforcement

If legal proceedings are initiated by any party to this Agreement, whether for an alleged breach of the terms or judicial interpretation thereof, the prevailing party to such action shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's fees, consultant and expert fees, and other such costs, to the extent permitted by the court.

o) General Contract Provisions

In addition to the specific contract provisions listed this document; the written Agreement will include general conditions required by the County in contracts such as those listed herein.

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FINANCE COMMITTEE AGENDA

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

Friday, July 13, 2018 – 12:00 p.m.

Historic Courthouse
Administrator's Conference Room - Second Floor

Chairman Ken Waters, Presiding

1.	Call to Order	Chairman Waters
2.	Invocation and Pledge of Allegiance	Honorable Ken Waters
3.	Landfill Expansion	Mr. Greg Smith
4.	Foothills Community Foundation Dog Park Agreement	Mr. Rusty Burns
5.	Bid # 18-064 Fire Alarm System for the Courthouse	Mr. Robert Carroll
6.	Airport Terminal Update	Mr. Robert Carroll
7.	LEMPG Grant	Mr. Rusty Burns
8.	Transfers	Ms. Rita Davis
9.	Executive Session-Downtown Economic Development Project	Mr. Rusty Burns
10.	Citizens Comments	
11.	Adjournment	

Tommy Dunn Chairman, District 5
Craig Wooten Council District 1
Tom Allen Council District 4
Cindy Wilson Council District 7
Ray Graham V Chairman, District 3
Gracie Floyd Council District 2
Ken Waters Council District 6
Lacey Croegaert Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA
Rusty Burns | County Administrator
rburns@andersoncountysc.org

PO Box 8002, Anderson, South Carolina 29622-8002 www.andersoncountysc.org

Anderson County - FY 2019 Budget Plan

Capital Improvements at Starr Landfill

Routine Annuual Services			
Project	**Project Description**	**FY 2019 Budget**	**Description**
01	SB#3 Pond Construction	$575,000	$6/CY, material to be moved off-site (88,000 CY Cut)
02	Cell 2 Construction (7 Acres)	$1,300,000	7 Acres @ Approx. 20' cut, will not cut rock (325k CY Cut) $4/CY, Some Material will Remain on Site
01 & 02	Construction Plans SB#3 & Cell 2 (7 Acres)	$40,000	Construction Plans Phase for SB#3 and Cell 2 (7 Acres)
01 & 02	Bid Phase SB#3 & Cell 2 (7 Acres)	$35,000	Bid Phase for SB#3 and Cell 2 (7 Acres)
01 & 02	CQA Phase SB#3 & Cell 2 (7 Acres)	$175,000	CQA Services for the construction of SB#3 and Cell 2 (7 Acres)
03	Construction of LCD Expansion	$125,000	Construct the expansion area of the LCD Landfill area
	C&D Permit App LCD Expansion	$25,000	Permit Application converted to a Class II Application
	Construction Drawings & Bid Phase LCD Expansion	$40,000	Create construction drawings and Bid Phase services for the LCD Expansion
	CQA LCD Expansion	$35,000	CQA Services for the construction of the LCD Expansion
	Total	**$2,350,000**	

#4

FOOTHILLS COMMUNITY
FOUNDATION

STATE OF SOUTH CAROLINA) **ANDERSON COUNTY PAWS**
)
COUNTY OF ANDERSON) **DOG PARK AGREEMENT**

This agreement is subject to binding arbitration pursuant to the provisions of the "Uniform Arbitration Act" in South Carolina Code Section 15-48-10 Et. Seq. (1978 as amended.)

This Agreement made and entered into this____ day of June 2018 between Foothills Community Foundation ("The Foundation") and Anderson County PAWS (the "Sponsor") hereafter referred to as the Fund.

WHEREAS, the **Anderson County PAWS** desires to create a Special Fund in the Foundation to be devoted to building a dog park located on the property of the Anderson County Animal Shelter.

WHEREAS, the Foundation judges and believes that the Special Fund's stated purposes fall within the charitable purposes of the Foundation as reflected in the Foundation's Articles of Incorporation and By-laws, as amended.

NOW, THEREFORE, in consideration of the premises, it is mutually agreed as follows:

1. **Establishment of Fund.** With the execution of this Agreement, the Fund will become active on such date that the Sponsor transfers funds to the Foundation or initial contributions are received by the Foundation designated for the PAWS Dog Park. These funds and any other funds which may be transferred to the Foundation pursuant to this Agreement by the Sponsor or any other person, and all other undistributed income and/or appreciation from the foregoing property shall be held by Foothills Community Foundation and shall be known as ***the Anderson County PAWS Dog Park Fund*** (the "Fund").

2. **Property of the Fund.** The Fund shall be the property of the Foundation held by it in its corporate capacity as a component fund of the Foundation and shall not be deemed a trust fund held by it in a trustee capacity. The Foundation shall have the ultimate authority and control over all property in the Fund, and income derived therefrom, in accordance with the Articles of Incorporation and By-Laws of the Foundation (as they may be

amended from time to time), and the terms of this Agreement, applied in a manner consistent with said Articles and By-Laws, as amended.

3. **Designation of Purposes. Anderson County PAWS** seeks to build a new dog park on the animal shelter property owned by Anderson County.

4. **Investment and Administration.** The Fund shall be held, managed, administered, applied and disbursed as a special fund under the general powers and duties of the Foundation. The Foundation shall have all powers necessary or in its sole discretion desirable to carry out the purposes of the Fund, including the power to invest and reinvest in such manner as it deems fit, without being subject to investment restrictions, statutory or judicial, which would otherwise be applicable as a fiduciary. This fund will be maintained in a FDIC insured bank account.

5. **Compensation to Foundation.** As compensation for its services, the Foundation will receive those fees that it customarily charges similar funds for services of a nature similar to those required herein. Customary fees for this type of fund are 1% of the fund balance annually, payable quarterly with a minimum quarterly fee of $25.00.

6. **Distributions from the Fund.** Distributions from the Fund will be made by the Foundation upon the written recommendation of the Anderson County Administrator, the Anderson County Treasurer or their designee.

7. **Separate Accounting.** The Fund will be accounted for separately and apart from the other funds of the Foundation.

8. **Variance.** In the event that the charitable use of the Fund as provided in this Agreement, in the judgment of the majority of the Board of Directors of the Foundation, become unnecessary, undesirable, impracticable, or no longer adapted to the needs of the community, the remaining funds shall be directed to other charitable purposes benefitting the Anderson Community based on recommendations from Anderson County.

9. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration pursuant to the provisions of Chapter 48, Title 15, Code of Laws of South Carolina, 1976, as amended by Act No. 492 of 1978, or such other laws of the State of South Carolina as shall govern arbitration proceedings and be in effect at any time of such arbitration and judgment upon the award rendered may be entered in any court having jurisdiction.

10. **Modification or Amendment.** This Agreement shall not be modified or amended except by a written instrument signed by the appropriate representatives of the Foundation and the Sponsor.

IN WITNESS WHEREOF, the parties have executed this Agreement the Date first above written.

FOOTHILLS COMMUNITY FOUNDATION

By: _____
R. Dean Woods, President

ANDERSON COUNTY PAWS

By: _____
Rusty Burns, County Administrator
Anderson County SC

#5

Anderson County Purchasing Department Bid Tabulation

BID# 18-064 Fire Alarm System for the Courthouse

	Vendor	Total Cost	Addendum #1 Acknowledged	Addendum #2 Acknowledged	Attended Pre-Bid
1	Autech, LLC	$170,000.00	✓	✓	✓
2	Priority One Security	NR			✓
3	H>R> Allen	NR			✓
4	Carolina Burglar Fire & Alarm	$346,500.00			✓
6	Precision Fire Solutions	NR			✓
7	Construct Connect	NR			NR
8	Dodge Data & Analytics	NR			NR
9	Adroit Systems	NR			NR
10	Control Systems, Inc.	NR			NR
11	Siemens Industry, Inc.	NR			NR
12	Prime-Vendor	NR			NR
13					
14	**AWARDED TO:** Autech, LLC				

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624

REQUEST FOR BIDS, OFFER, AND AWARD

*****

SECTION IV: Addendum A
BID FORM
New Fire Alarm System for the Anderson County Courthouse

Name of Party submitting the Bid: Autech LLC

To: Purchasing Manager for Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: **New Fire Alarm System for the Anderson County Courthouse** Bid No.: **18-064**

U/M	Qty.	Description	Lump Sum Price
1	L/S	New Fire Alarm System for Anderson County Courthouse	$ 170,000.00

#6

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

Kimberly A. Poulin
Clerk to Council

Rusty Burns
County Administrator

To: Mr. Rusty Burns, County Administrator

From: Robert E. Carroll, Cent. Adm. Services Director REC

Date: 07/11/2018

Subject: Airport Terminal Update

As you know, the County received bids back in March for the construction of a new Airport Terminal building. The intent to award was made to Lazer Construction of Anderson for $2,692,900.00. We have now received approval from the Appalachian Council of Governments and the South Carolina Department of Commerce to move forward with the execution of the contract and the Notice to Proceed. We have tentatively scheduled the Pre-Construction meeting for the last week of this month and expect to begin construction the first week of August. The contractor will have one year to complete the project which also includes the demolition of the current Airport Terminal.

Post Office Box 8002
Anderson, SC 29622-8002
www.andersoncountysc.org

#7

2018 LEMPG CHECKLIST

DATE: **June 22, 2018**

COUNTY: **Anderson**

DOCUMENTS	STATUS
Attachment A – Scope of Work	Complete
Attachment B – Application with Budget Description/Narrative	Complete
Attachment C – Acceptance of Audit Requirements	Complete
Attachment D – Certification Project Director/County Official	Complete
Assurances – Non-Construction Programs (.pdf)	Complete
Certification Regarding Lobbying (.pdf)	Complete
EMD Equipment Policy (.docx)	Complete
Position Descriptions - Annual Resubmission	Complete

PLEASE SEND A COPY OF YOUR CHECKLIST ALONG WITH YOUR PACKAGE.

2018 Local Emergency Management Performance Grant (LEMPG) Scope of Work
July 1, 2018 June 30, 2019 **Attachment A**

County: Anderson Name: David Baker

1st QUARTER, FY2018 LEMPG - JULY 1, 2018 – SEPTEMBER 30, 2018				
LEMPG Code and Description	**FY2018**	**Quarter**		**Narrative**
M-101 Option A: *(1) Conduct a Training and Exercise Planning Workshop (TEPW), and (2) Submit a 3-year Training and Exercise Plan for your county.* **or:** **M-101 Option B:** *Submit training and exercise content for inclusion in SC's 3-year Training and Exercise Plan.*	**Due**	1st	x	**1st Quarter:** **Option A or Option B** Required Materials Provided? **Yes or No**
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th		4th Quarter:
M-102 *Submit a complete Local Emergency Management Performance Grant application*	**Due**	1st	x	**1st Quarter:** Application Submitted? **Yes or No**
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th		4th Quarter:
M-103 *Sign/return one LEMPG award document. Return the original document to SCEMD. Fax and electronic copies are not acceptable.*	**Due**	1st	x	**1st Quarter:** Award Forwarded? **Yes or No**
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th		4th Quarter:
M-112 (Recurring) *Report actual response and recovery incidents to SCEMD as they occur.*	**Due**	1st	x	**1st Quarter:** All Significant Responses Reported? **Yes or No**
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th		4th Quarter:

1st Quarter - 07/01/18 - 09/30/18 3rd Quarter-01/01/19 - 03/31/19
2nd Quarter - 10/01/18 - 12/31/18 4th Quarter-04/01/19 - 06/30/19

2018 Local Emergency Management Performance Grant (LEMPG) Scope of Work

July 1, 2018 – June 30, 2019 **Attachment A**

LEMPG Code and Description	FY2018	Quarter		Narrative
M-113 (Recurring) *Provide current contact information for the immediate emergency management staff.*	**Due**	1st	x	**1st Quarter**: Current Contact Information Provided? **Yes or No**
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th		4th Quarter:
M-114 (Recurring) *Participate in weekly communication operational equipment tests conducted by the SCEMD SWP, specifically (1) Local Government Radio, (2) Satellite Radio, and (3) regional 800 MHz radio checks.*	**Due**	1st	x	**1st Quarter**: Communication Tests Complete? **Yes or No**
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th		4th Quarter:
M-115 (Recurring) *Counties utilize Palmetto on a monthly basis to:* *1) Report an "exercise" significant event* *2) Submit an "exercise" resource request*	**Due**	1st	x	**1st Quarter**: Monthly Palmetto Tests Complete? **Yes or No**
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th		4th Quarter:
M-116 (Recurring) *Prepare and submit quarterly LEMPG progress and financial reports.*	**Due**	1st	x	**1st Quarter**: SOW, Financial Reimbursement Form and Supporting Documentation Attached? **Yes or No**
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th		4th Quarter:
M-117 (Recurring) *All LEMPG funded personnel must complete the following training requirements and record proof of completion. IS 100.b, IS 200.b, IS 700.a, IS 800.b, IS120.a (or IS 139), IS 230.d, IS 235.c, IS 240.b, IS 241.b, IS242.b and IS 244.b* **or** *Complete FEMA's Basic Academy.*	**Due**	1st	x	**1st Quarter**: All courses completed by All grant funded/matched staff? **Yes or No**
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th		4th Quarter:

1st Quarter - 07/01/18 - 09/30/18 3rd Quarter-01/01/19 - 03/31/19
2nd Quarter - 10/01/18 - 12/31/18 4th Quarter-04/01/19 - 06/30/19

2018 Local Emergency Management Performance Grant (LEMPG) Scope of Work
July 1, 2018 – June 30, 2019 **Attachment A**

County: Anderson

LEMPG Code and Description	FY2018	Quarter		Narrative
2nd QUARTER, FY2018 LEMPG OCTOBER 1, 2018 – DECEMBER 31, 2018				
M-104 *1) Identify damage assessment team members by providing a current roster. 2) Train damage assessment team members annually and provide a copy of the damage assessment training sign-in roster.*	**Due**	1st		1st Quarter:
		2nd	x	**2nd Quarter:** Team Roster and Training Sign In Sheet attached? **Yes or No**
		3rd		3rd Quarter:
		4th		4th Quarter:
M-112 (Recurring) *Report actual response and recovery incidents to SCEMD as they occur.*	**Due**	1st		1st Quarter:
		2nd	x	**2nd Quarter:** All Significant Responses Reported? **Yes or No**
		3rd		3rd Quarter:
		4th		4th Quarter:
M-113 (Recurring) *Provide current contact information for the immediate emergency management staff.*	**Due**	1st		1st Quarter:
		2nd	x	**2nd Quarter:** Current Contact Information Provided? **Yes or No**
		3rd		3rd Quarter:
		4th		4th Quarter:
M-114 (Recurring) *Participate in weekly communication operational equipment tests conducted by the SCEMD SWP, specifically (1) Local Government Radio, (2) Satellite Radio, and (3) regional 800 MHz radio checks.*	**Due**	1st		1st Quarter:
		2nd	x	**2nd Quarter:** Communication Tests Complete? **Yes or No**
		3rd		3rd Quarter:
		4th		4th Quarter:
M-115 (Recurring) *Counties utilize Palmetto on a monthly basis to: 1) Report an "exercise" significant event 2) Submit an "exercise" resource request*	**Due**	1st		1st Quarter:
		2nd	x	2nd Quarter: Monthly Palmetto Tests Complete? **Yes or No**
		3rd		3rd Quarter:
		4th		4th Quarter:
M-116 (Recurring) *Prepare and submit quarterly LEMPG progress and financial reports.*	**Due**	1st		**1st Quarter:**
		2nd	x	**2nd Quarter:** SOW, Financial Reimbursement Form and Supporting Documentation Attached? **Yes or No**
		3rd		3rd Quarter:
		4th		4th Quarter:
M-117 (Recurring) *All LEMPG funded personnel*	**Due**	1st		1st Quarter:

1st Quarter - 07/01/18 - 09/30/18 3rd Quarter-01/01/19 - 03/31/19
2nd Quarter - 10/01/18 - 12/31/18 4th Quarter-04/01/19 - 06/30/19

must complete the following training requirements and record proof of completion. IS 100.b, IS 200.b, IS 700.a, IS 800.b, IS120.a (or IS 139), IS 230.d, IS 235.c, IS 240.b, IS 241.b, IS242.b and IS 244.b or Complete FEMA's Basic Academy.		2nd	x	**2nd Quarter:** All courses completed by **All** grant funded/matched staff? **Yes or No**
		3rd		3rd Quarter:
		4th		4th Quarter:

2018 Local Emergency Management Performance Grant (LEMPG) Scope of Work
July 1, 2018 – June 30, 2019 **Attachment A**

County: Anderson

LEMPG Code and Description	FY2018	Quarter		Narrative
3rd QUARTER, FY2018 LEMPG JANUARY 1, 2019 – MARCH 31, 2019				
M-105 – *1) Update the County Mutual Aid application in Palmetto for your County. 2) Update existing entries and add new resources (described below) to Palmetto's County Mutual Aid application. 3) Provide a spreadsheet listing emergency management significant facilities (e.g. shelters, 911 centers, water treatment facilities, etc.) without installed generators.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd	x	**3rd Quarter:** Palmetto Resources Updated and Excel Worksheet Attached? **Yes or No**
		4th		4th Quarter:
M-112 (Recurring) *Report actual response and recovery incidents to SCEMD as they occur.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd	x	**3rd Quarter:** All Significant Responses Reported? **Yes or No**
		4th		4th Quarter:
M-113 (Recurring) *Provide current contact information for the immediate emergency management staff.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd	x	**3rd Quarter:** Current Contact Information Provided? **Yes or No**
		4th		4th Quarter:
M-114 (Recurring) *Participate in weekly communication operational equipment tests conducted by the SCEMD SWP, specifically (1) Local Government Radio, (2) Satellite Radio, and (3) regional 800 MHz radio checks.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd	x	**3rd Quarter:** Communication Tests Complete? **Yes or No**
		4th		4th Quarter:
M-115 (Recurring) *Counties utilize Palmetto on a monthly basis to: 1) Report an "exercise" significant event 2) Submit an "exercise" resource request*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd	x	**3rd Quarter:** Monthly Palmetto Tests Complete? **Yes or No**
		4th		4th Quarter:
M-116 (Recurring) *Prepare and submit quarterly LEMPG progress and financial reports.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd	x	**3rd Quarter:** SOW, Financial Reimbursement Form and Supporting Documentation Attached? **Yes or No**
		4th		4th Quarter:

1st Quarter - 07/01/18 - 09/30/18 3rd Quarter-01/01/19 - 03/31/19
2nd Quarter - 10/01/18 - 12/31/18 4th Quarter-04/01/19 - 06/30/19

M-117 (Recurring) *All LEMPG funded personnel must complete the following training requirements and record proof of completion. IS 100.b, IS 200.b, IS 700.a, IS 800.b, IS120.a (or IS 139), IS 230.d, IS 235.c, IS 240.b, IS 241.b, IS242.b and IS 244.b or Complete FEMA's Basic Academy.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd	x	3rd **Quarter:** All courses completed by **All** grant funded/matched staff? **Yes or No**
		4th		4th Quarter:

County: Anderson

4th Quarter, FY2018 LEMPG APRIL 1, 2019 – JUNE 30, 2019				
LEMPG Code and Description	**FY2018**	**Quarter**		**Narrative**
M-106 *Provide proof of participation in exercises (as defined by FEMA) during the 12-month period of performance for each person listed in the grant application for salary or match.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th	x	**4th Quarter:** List exercise(s) conducted and complete the exercise data table.
M-107 *In conjunction with SCEMD, participate in a County Joint Assessment every third calendar year (16 counties per year).*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th	x	**4th Quarter:** Last Joint Assessment conducted on:
M-108 *1)Review, update and submit a copy of the county EOP.* *2) Submit NLT June 30 of each year, a certification letter, signed by the County Emergency Management Director stating the plan has been reviewed and updated in accordance with the EOP checklist.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th	x	**4th Quarter:** EOP Certification Letter attached? **Yes or No**
M-109 *All counties participate in the update process for all SC plans, as applicable.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th	x	**4th Quarter:** Planning Activities Complete? **Yes or No**
M-110 *Complete and submit a county training needs assessment online survey.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th	x	**4th Quarter:** Online Training Survey Completed? **Yes or No**
M-111 *Produce a Community Emergency Response Team (CERT) Annual Report. (**Optional** – Only required for those counties receiving CERT funds)*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th	x	**4th Quarter:** CERT Program Report Attached? **Yes or No**
M-112 (Recurring) *Report actual response and recovery incidents to SCEMD as they occur.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:

1st Quarter - 07/01/18 - 09/30/18 3rd Quarter-01/01/19 - 03/31/19
2nd Quarter - 10/01/18 - 12/31/18 4thQuarter-04/01/19 - 06/30/19

		3rd		3rd Quarter:
		4th	x	**4th Quarter:** All Significant Responses Reported? **Yes or No**
M-113 (Recurring) *Provide current contact information for the immediate emergency management staff.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th	x	**4th Quarter:** Current Contact Information Provided? **Yes or No**
M-114 (Recurring) *Participate in weekly communication operational equipment tests conducted by the SCEMD SWP, specifically (1) Local Government Radio, (2) Satellite Radio, and (3) regional 800 MHz radio checks.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th	x	**4th Quarter:** Communication Tests Complete? **Yes or No**
M-115 (Recurring) *Counties utilize Palmetto on a monthly basis to:* *1) Report an "exercise" significant event* *2) Submit an "exercise" resource request*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th	x	**4th Quarter:** Monthly Palmetto Tests Complete? **Yes or No**
M-116 (Recurring) *Prepare and submit quarterly LEMPG progress and financial reports.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th	x	**4th Quarter:** SOW, Financial Reimbursement Form and Supporting Documentation Attached? **Yes or No**
M-117 (Recurring) *All LEMPG funded personnel must complete the following training requirements and record proof of completion. IS 100.b, IS 200.b, IS 700.a, IS 800.b, IS120.a (or IS 139), IS 230.d, IS 235.c, IS 240.b, IS 241.b, IS242.b and IS 244.b or Complete FEMA's Basic Academy.*	**Due**	1st		1st Quarter:
		2nd		2nd Quarter:
		3rd		3rd Quarter:
		4th	x	**4th Quarter:** All courses completed by **All** grant funded/matched staff? **Yes or No**

Please complete the following Personnel Data Table with LEMPG Program Work Plan and only resubmit if data changes more than 10% in any category.

II. FY2018 Personnel Data Table

Personnel Metrics	Data
Names of all LEMPG Program funds (Federal and match) allocated towards County emergency management personnel	
Number of County emergency management full-time equivalent (FTE) personnel supported (fully or partially) by the LEMPG Program	

Please complete the following two (2) data tables with each quarterly reporting cycle. The information will be forwarded to DHS/FEMA to meet Federal reporting requirements.

III. FY2018 Training Data Table Template

Name of Training	Number of Personnel Trained	Number of LEMPG Program Funded Personnel	Number of LEMPG Program Supported Personnel Trained	Training Aligned to Multi-Year Training and Exercise Plan? (Yes/No)
IS-100.b (required)				Yes ☒ No ☐
IS-200.b (required)				Yes ☒ No ☐
IS-700.a (required)				Yes ☒ No ☐
IS-800.b (required)				Yes ☒ No ☐
IS-120a (required)				Yes ☒ No ☐
IS-230.d (required)				Yes ☒ No ☐
IS-235.c (required)				Yes ☒ No ☐
IS-240.b (required)				Yes ☒ No ☐
IS-241.b (required)				Yes ☒ No ☐
IS-242.b (required)				Yes ☒ No ☐
IS-244.b (required)				Yes ☒ No ☐
or				Yes ☐ No ☐
FEMA Basic Academy				Yes ☐ No ☐
				Yes ☐ No ☐
				Yes ☐ No ☐
				Yes ☐ No ☐
				Yes ☐ No ☐
				Yes ☐ No ☐

1st Quarter - 07/01/18 - 09/30/18 3rd Quarter-01/01/19 - 03/31/19
2nd Quarter - 10/01/18 - 12/31/18 4th Quarter-04/01/19 - 06/30/19

IV. FY2018 Exercise Data Table Template

Type of Event	Number of Exercises	Number of LEMPG Program Funded Personnel	Number of LEMPG Program Funded Personnel Participating in Exercise	Name or Description
1. Seminar				
2. Workshop				
3. Tabletop Exercise (TTX)				
4. Game				
5. Drill				
6. Functional Exercise				
7. Full-Scale Exercise (FSE)				

*Exercise sign in sheets are considered as acceptable proof of participation and should be included with quarterly reports.

EMD FORM LEMPG-18 ATTACHMENT B

STATE OF SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION
OFFICE OF THE ADJUTANT GENERAL

FY-2017 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION

FOR SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION (SCEMD) USE ONLY

Grant #: **18EMPG01** Award Date:

Prior Grant #1: **N/A** #2: #3:

App#: Federal ID No.:

Federal Fiscal Year: **2018** Fund Year: **2018** Program Area:

TO BE COMPLETED BY PROJECT DIRECTOR—SEE INSTRUCTIONS

1. County #: 04
   County Name: Anderson

2. Project Period:
   Begin: July 1, 2018 End: June 30, 2019

3. Project Title 97.042 Emergency Management Performance Grant

4. Project Summary: Support for Anderson County Emergency Management travel, salaries, and supplies.

5. Type of Application (Check Applicable Line)
   a. ☒ Initial ☐ Continuation ☐ Revision ☐ Reverted
   b. Year of Funds ☐ 1st ☐ 2nd ☐ 3rd ☐ Other:
   c. ☐ Advance ☐ Reimbursable

6. a. Organization Type: (Check Applicable Line)
   ☐ State ☐ City ☒ County
   ☐ Private, Non-Profit Organization
   Other (Specify):

   b. U.S. Congressional District: 03

7. Name and Address of **Implementing Agency**
   Anderson County Emergency Management Division
   200 Bleckley St.
   Anderson, SC. 29625
   (Area) Phone #: (864) 964-6568
   (Area) Phone #: (864) 332-5732

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

8. **BUDGET: USE WHOLE DOLLARS ONLY! (For Example: $1,500 NOT $1,500.00)**

a. BUDGET CATEGORIES	FEDERAL	AGENCY MATCH	TOTAL
Personnel	55,446	77,435	132,881
Contractual Services			
Travel	3,600		3,600
Equipment			
Supplies	6,389		6,389
Other			
WebEOC			
CERT	12,000		12,000
TOTAL:	77,435	77,435	154,870
b. PERCENTAGE:	50%	50%	100%

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS: ☐ State ☒ County ☐ City
   ☐ Other (Explain): **Matching funds from Non-Federal Origin**

ELIGIBLE COSTS (See Page 4) CATEGORIES			FEDERAL	MATCHING FUNDS CASH	MATCHING FUNDS IN-KIND	TOTAL
I. PERSONNEL						
A. SALARIES:	# of Hours					
B. EM PROJECT:						
Position Title	On Project	Hourly Salary				
Salaries:						
Emergency Mgmt. Director	2017	$31.25			$63,031	$63,031
EM Admin. Asst.	1768	$17.79	$31,450			$31,450
EM Part-Time	435	$26.76	$13,640			$11,640
TOTAL SALARIES:			**$45,090**	**$0**	**$63,031**	**$106,121**
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):						
Social Security & Medicare (FICA)			$2,406		$4,822	$7,228
Retirement			$3,950		$9,582	$13,532
Workers' Compensation Insurance						
Unemployment Insurance						
Health Insurance			$4,000			$4,000
Dental Insurance						
Pre-Retirement Death Benefit						
Other Employer Contributions (Itemize):						
B. EM Project Employer Contributions:						
TOTAL EMPLOYER CONTRIBUTIONS:			$10,356	$0	$14,404	$24,760
TOTAL PERSONNEL:			**$55,446**	**$0**	$77,435	**$130,881**
II (a) CONTRACTUAL SERVICES: (Itemize)						
TOTAL CONTRACTUAL SERVICES:						
III. TRAVEL: Itemize—cost						
Registration			$1,000			$1,000
Hotel/Lodging			$1,500			$1,500
Meals			$800			$800
Travel/Mileage/Flight			$300			$300
TOTAL TRAVEL:			$3,600	**$0**	**$0**	$3,600

USE WHOLE DOLLARS ONLY			MATCHING FUNDS		
CATEGORIES		FEDERAL	CASH	IN-KIND	TOTAL
IV. EQUIPMENT ($1,000 or more per Unit): (Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased or rented items)					
ITEM	QUANTITY				
TOTAL EQUIPMENT:	**$0**	**$0**	**$0**	$0	**$0**
V (a) SUPPLIES: (Describe) Emergency Management supplies for training, exercises, and daily duties to include, but not limited to paper, notebooks, toner, etc.		$6,389			$6,389
TOTAL SUPPLIES		**$6,389**	**$0**	$0	**$6,389**
VI (a) OTHER: (Itemize)					
CERT Supplies		$5,000			$5,000
CERT Supplies (Additional funds requested)		$7,000			$7,000
TOTAL OTHER:		**$12,000**	**$0**	$0	**$12,000**

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided. Please identify detailed items that will be supported with EM Project funds.

PERSONNEL:

Emergency Management Director: Performs complex supervisory, administrative, technical, and Professional work in planning, organizing, directing, and supervising the Emergency Management Division. Plans and directs all aspects of the Emergency Management Division for Anderson County, as directed on a day to day basis by the Sheriff.

Emergency Management Administrative Assistant: Performs a variety of clerical, secretarial, and administrative work in keeping official records, providing administrative support to staff, performing a variety of clerical duties, and assisting in the administration of standard operating policies and procedures of the department.

Emergency Management Part-Time: Assists with the preparedness duties to include writing emergency operating procedures, risk assessments, developing Continuity of Operations Plans, and other duties assigned under the supervision of Emergency Management leadership.

CONTRACTUAL SERVICES: ----

TRAVEL:

Funds to be utilized to attend the SCEMA Conference and other Emergency Management related training, workshops, and conferences. Estimate is for registration, hotels, meals, and other travel costs for employees to attend.

EQUIPMENT: ----

SUPPLIES:

Emergency Management supplies for training, exercises, and daily duties to include, but not limited to, paper, notebooks, toner, file folders, printing, etc.

OTHER: ----

WEBEOC: ----

CERT:

Funds to purchase CERT supplies as a continued effort to support, enhance, and expand the volunteer CERT team and functions.

Anderson County Emergency Management will utilize awarded funding to maintain the necessary infrastructure to ensure preparedness, response, recovery, and mitigation actions are executed in a manner that protects lives, preserves property, and fosters a more resilient community.

Attachment C

GRANT NUMBER: **18EMPG01**

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with 2 CFR 200. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($750,000). If required, we will forward for review and clearance a pdf copy or a web-link of the completed audit(s), including the management letter if applicable, to:

Cynthia Smith, Chief Finance and Administration
SC Emergency Management Division
2779 Fish Hatchery Road
West Columbia, South Carolina 29172

The following is information on the next organization-wide audit, which will include this agency:

COUNTY FISCAL YEAR

1. *Audit Period: Beginning July 1, 2018 Ending June 30 2019

NO LATER THAN NINE MONTHS AFTER YOUR FISCAL YEAR

2. Audit will be submitted to Administrative Services by: December 31, 2018
(Date)

NOTE: The audit or written certification must be submitted to Administrative Services, SC Emergency Management Division, **no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR 200.

Any information regarding the 2 CFR 200 audit requirements will be furnished by SC Emergency Management Division, upon request.

***NOTE: The Audit Period is the organization's fiscal year or calendar year to be audited.**

Failure to complete this form may result in your grant award being delayed and/or cancelled.

David Baker, Emergency Management Division

Date

Attachment D

CERTFICATION PROJECT DIRECTOR/COUNTY OFFICAL

CERTIFICATION BY PROJECT DIRECTOR
(County EMD Director/Coordinator)

I certify that I understand and agree to comply with the general and fiscal provisions of the FY2018 grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: David Baker

Title: Director

Agency: Anderson County Emergency Management Division

Address: 200 Bleckley St. Anderson, SC. 29625

Cell Number: Cell- (864) 844-0278

Office Number: (864) 332-5732

Signature: _____

Date: _____ Bonded: ___Yes ___No

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN
(County Administrator/Manager)

I certify that I understand and agree to ensure compliance with the general and fiscal provisions of this grant application, including the terms and conditions, thereof; and to ensure compliance with provisions of the regulations governing these funds and all other federal and state laws. I further certify that all information presented is correct and that appropriate coordination with affected agencies has been made. I further certify that I am duly authorized by the County to authenticate this grant application.

Name: Rusty Burns

Title: Anderson County Administrator

Agency: Anderson County Government

Address: PO Box 8002 Anderson, SC. 29622

Phone Number: (864) 642-5541

Signature: _____

Date: _____ Bonded: ___Yes ___No

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9 Will comply as applicable with the provisions of the Davis Bacon Act (40 U S C §§276a to 276a 7) the Copeland Act (40 U S C §276c and 18 U S C §874) and the Contract Work Hours and Safety Standards Act (40 U S C §§327-333) regarding labor standards for federally-assisted construction subagreements

10 Will comply if applicable with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10 000 or more

11 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91-190) and Executive Order (EO) 11514 (b) notification of violating facilities pursuant to EO 11738 (c) protection of wetlands pursuant to EO 11990 (d) evaluation of flood hazards in floodplains in accordance with EO 11988 (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq) (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955 as amended (42 U S C §§7401 et seq) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended (P L 93-523) and (h) protection of endangered species under the Endangered Species Act of 1973 as amended (P L 93-205)

12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system

13 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U S C §470) EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq)

14 Will comply with P L 93-348 regarding the protection of human subjects involved in research development and related activities supported by this award of assistance

15 Will comply with the Laboratory Animal Welfare Act of 1966 (P L 89-544 as amended 7 U S C §§2131 et seq) pertaining to the care handling and treatment of warm blooded animals held for research teaching or other activities supported by this award of assistance

16 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures

17 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No A-133 "Audits of States Local Governments and Non-Profit Organizations"

18 Will comply with all applicable requirements of all other Federal laws executive orders regulations and policies governing this program

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Director
APPLICANT ORGANIZATION	DATE SUBMITTED
Anderson County Emergency Management Division	June 19 2018

Standard Form 424B (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING

Certification for Contracts Grants Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	Anderson County Emergency Management Division
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix	
* First Name	David
Middle Name	
* Last Name	Baker
Suffix	
* Title	Director
* SIGNATURE	
* DATE	

SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PURCHASED EQUIPMENT DISPOSITION

1. **PURPOSE:**
This policy is to assist South Carolina county personnel in safeguarding, accounting for, and disposing of equipment assets purchased with federal Emergency Management Performance Grant (EMPG) funds.

2. **REFERENCES:**

a. 2 CFR 200.33 Equipment

b 44 CFR 13.32 Equipment

c SCEMD LEMPG Guidelines and Application Procedures

3. **POLICIES/PROCEDURES:**

a. Each year SCEMD awards every South Carolina County funding from the federal Emergency Management Performance Grant to prepare for all hazards. These funds may be used for many purposes and expenditures including personnel, exercises, training, travel, supplies, communications, contracts, and equipment. The procurement of equipment will be in accordance with the SCEMD guidelines and in accordance with each county's procurement rules and procedures. Each equipment purchase using LEMPG funds must be on the approved federal Authorized Equipment List. (https://www.fema.gov/authorized-equipment-list) with the EMPG as an authorized FEMA related grant program

b. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every year.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and report to SCEMD.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the sub-recipient (county) is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. The SCEMD Regional Emergency Manager will periodically monitor the equipment status and property records as described in paragraph b. A copy of the monitoring report will be placed in the SCEMD county grant file.

d Disposition. When original or replacement equipment acquired using LEMPG funds is no longer needed for the original project or program or for other activities currently or previously supported, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment. Prior to disposition by sale of equipment please contact SCEMD at (803) 737-8559.

(3) In cases where a sub-recipient fails to take appropriate disposition actions, SCEMD may provide disposition instructions and direct the sub-recipient to remedy the situation

(4) With the sale or disposal of LEMPG funded equipment the county will maintain on file the documentation of the sale or disposition and provide a copy to SCEMD to be placed in the SCEMD maintained county LEMPG file

David Baker, Director

06-19-19
Date

Anderson County
Job Description
Director/Chief
Emergency Services Division/Anderson Co. Sheriff's Office

5212

General Purpose

Under policy direction from the County Administrator, directs, coordinates and evaluates the operations of assigned County Departments, including personnel engaged in operations of Emergency Preparedness, COBRA Response Team, Emergency Medical Services, E-911 Communications, Compliance/Animal Control, Parks/Building Security, and Environmental Enforcement. This includes development and maintenance of comprehensive plans, monthly reports, policies, training etc. The director will perform grant, budgetary, and contract analysis and research. The incumbent will participate in the design and implementation of possible solutions to problems, special studies, as well as contract and project management.

Supervision Received

Works under the policy direction of the Anderson County Administrator.

Supervision Exercised

Exercises supervision over division department heads and division staff, either directly or through subordinate supervisors. Recommends to County Administrator the hiring, firing, promotion and demotion of employees, and this recommendation are given particular weight when such employment decisions are made.

Essential Duties and Responsibilities

Regular attendance is an essential and necessary to perform the essential duties and responsibilities required for this job.

Executive administration of the division related to strategic planning, policy and legislative issues, budgetary, grant, personnel and any related areas.

Maintains positive working relationships with all local law enforcement, Detention Center, EMS, fire service, public health, hospital and other agency officials that the division may interact with in the provision of public safety services to the citizens of Anderson County.

Identifies seminars, training, and educational needs for administrative staff.

Coordinates the Local Emergency Preparedness Committee.

Advises County Administrator, EMS Commission, DHEC, and other County Officials in matters relating to department activities.

Communicates official plans, policies and procedures to the County Administrator, staff and the general public, through the Divisional Public Information Officer.

Coordinates all emergency action plans for the County; coordinates with the Local Emergency Planning Committee, Title III Superfund Amendment and Reauthorization Act, the EMS Commission, and the EMS Chiefs Advisory Board.

Coordinates with the South Carolina Criminal Justice Academy, South Carolina Fire Academy, DHEC, and the South Carolina Emergency Management Division in order to provide training courses for First Responders.

Develops policies and procedures in order to implement directives from the County Administrator.

Develops and implements policies, procedures and standards for efficient and effective operation and maintenance of department operations. Assures compliance with established policies and procedures.

Maintains and coordinates a current Emergency Operations Plan. Tests the components of the plan to ensure accuracy and reliability. Issues copies of the operations plan as needed to various response and government agencies.

Ensures program compliance with State and Federal guidelines for daily operations.

Ensures compliance with all State and Federal grant programs within the Division.

Establishes and oversees the operations of the Emergency Operations Center in all simulated or emergency situations, and ensures that all EOC Staff conducts operations in accordance with the County's Operations Plan.

Maintains a functional Emergency Operations Center.

Coordinates the operational function of the EOC. Conducts tabletop exercises to ensure EOC staff is aware of their responsibilities and the functions of the EOC.

Coordinates and maintains off-site emergency response capability and sheltering for the affected area of Oconee Nuclear Site during possible emergency incidents. Ensures all required regulations on compliance are developed. Conducts exercises and tests. Submits and controls annual budget from the utility. Attends meetings, training sessions, and workshops related to the nuclear program.

Ensures the maintenance of accurate and complete records of department activities

Advises the County Administrator of all situations and emergencies. Provides activity reports and other information as requested.

Acts as liaison with officials of local, regional, state, and federal emergency management agencies.

Secures funding assistance through grants that may be available for the department. Prepares annual State and Federal activity programs to ensure funding for the department.

Evaluates work procedures, schedules, and workflow; studies and recommends policies and procedures to improve efficiency and effectiveness of operations.

Investigates and follows up on citizen requests for service, complaints, and requests for information.

Directs and evaluates the performance of department managers and establishes performance requirements and personnel development targets; regularly monitors performance and provides coaching for performance improvement and development; makes decisions on compensation and other rewards to recognize performance; takes disciplinary action up to and including termination, to address performance deficiencies, in accordance with the County's personnel rules and policies.

Provides leadership and works with department managers to develop and retain highly competent, customer service oriented staff through selection, compensation, training and day-to-day management practices that support the County's mission and values.
Promotes harmony between Anderson County Emergency Services and the various agencies.

Ensures that administrative staff maintains a 24-hour response capability.

Makes provisions for emergency information to be disseminated to the public during times of crisis.

Provides executive oversight regarding the activity of the administrative staff related to operations and supervision of assigned operations to achieve goals within available resources; plans and organizes staff assignments; motivates and evaluates staff; reviews progress and directs changes as needed.

Ensures notification of County Administrator, and other County divisional & elected/ appointed officials of declared emergencies and activation of the Emergency Operation Center.

Performs or assists subordinates in performing duties; adjusts errors and addresses complaints.

Reviews annual updates to the comprehensive Emergency Operations Plan for Anderson County.

Prepares annual budget for the Emergency Services Division, Parks/Building Security and presents to the Finance Director; administers adopted divisional budget and provides oversight for the expenditure of Division appropriations.

Works closely with the County Administrator, County Council, a variety of public, private and community organizations and citizen groups in developing and implementing programs to achieve County priorities and solve problems in areas of assignment; advises the County Administrator on

related matters; directs and coordinates preparation analyses and recommendation on public policy issues and on long-range plans for County services.

Prepares short and long-term plans in the event of man-made and natural disasters; oversees coordination of the housing of evacuees during disasters.
Provides professional guidance to various governmental and private agencies; makes presentations to boards, commissions, civic groups, and the general public.

Directs and oversees the preparation of a wide variety of reports and information and presentations for the County Administrator and outside agencies regarding departmental activities and services; supervises the drafting of press releases and materials for dissemination to the media and the public.

Develops and coordinates proposals for action on current and future County needs; represents the County and works closely with appointed boards and committees and public and private officials to achieve planned action and results and provide technical assistance in resolving problems.

Ensures provision of radiation detection procedures to radiological monitors, emergency responders, etc.

Plans, coordinates, controls, integrates and evaluates the work of assigned County departments; with subordinate department managers, develops, implements and monitors long-term plans, goals and objectives focused on achieving the County's mission and council priorities; manages and directs the development, implementation and evaluation of plans, programs, policies, systems and practices to achieve annual County and department goals.

Interprets County Administrator's instructions and requests; makes interpretations of County ordinances, codes and applicable laws and regulations to ensure compliance by County departments and staff.

Reviews program areas, implements changes or new programs to meet the County needs.

Provides executive oversight of contractual agreements with service agencies, in conjunction with the County Administrator, County Council and other involved officials.

Approves the dissemination of information to the public in times of crisis.

Responsible for making sure all records and files of all incidents are investigated, specifically those concerning county property; and knowledge of building of security cameras, as it pertain to Parks/Building Security.

PERIPHERAL DUTIES

Issues and approves/disapproves solicitation permits for non-profit organizations.

Collaborates with County legal counsel as necessary to enforce County Code.

Attends courses, professional seminars to enhance knowledge, performance, and the function of job duties.

Attends meetings and travels to other locales to assist during emergencies or disasters.

Accepts administrative on-call 24/7/365.

Acts as a resource to division employee committees.

Commissioned as County Chief Litter Officer.

Performs other related duties as required.

DESIRED MINIMUM QUALIFICATIONS

(A) Bachelor's degree in Business Management, Public Administration, Accounting, and Emergency Management; or a related field.

(B) Six (6) years of progressively responsible experience in the management and administration of a municipal government;

(C) Or an equivalent combination of training and experience.

Necessary Knowledge, Skills and Abilities

(A) Theory, principles, practices and techniques of public administration, including county budgeting, public agency financing, financial administration, program and policy formulation, purchasing, and maintenance of public records;

(B) Applicable state and federal law and regulations governing the administration and operations of a county agency; County functions and associated management, financial and public policy issues; organization and functions of an elected County Council; and other regulations governing the conduct of public meetings; principles and practices of public personnel management and labor management relations; the County's personnel rules and policies; social, political and environmental issues influencing program development and administration; principles and practices of effective management and supervision.

(C) Ability to: plan, integrate and direct a broad range of complex County services and programs; define complex public policy, management and operational issues, perform complex analyses and research, evaluate alternatives and develop sound conclusions and recommendations; present proposals and recommendation clearly and logically in

public meetings; understand, interpret, explain and apply County, state and federal laws and regulations governing the conduct of County operations; evaluate, develop, and implement management systems, policies and controls; exercise sound, expert independent judgment within general policy guidelines;

(D) Prepare clear, concise and comprehensive correspondence, reports and other written materials; establish and maintain effective working relationships with all levels of County management, other governmental officials, community and civic organizations, employee organizations, employees, the media and the public; exercise tact and diplomacy in dealing with highly sensitive political, public policy, community and employee issues and situations.

Professional Certifications

(A) Certified Emergency Manager.

(B) County Commissioned Code Enforcement Officer.

(C) Code Enforcement Basic Training.

(D) Maintain membership in applicable professional organizations.

(E) Necessary Knowledge, Skills and Abilities

(F) A working knowledge of computers and electronic data processing; working knowledge of County Code Law Enforcement, Detention Facilities, Emergency Preparedness and Emergency Medical Services principles. Requires a thorough knowledge of County policies, laws and regulations affecting the division and/or its activities.

(G) Skills in operation of the listed tools and equipment.

(H) Ability to prepare and analyze complex reports; ability to maintain efficient and effective departmental systems and procedures; ability to establish and maintain effective working relationships with County Administrator, administrative staff, county officials, other departments and the public; ability to communicate effectively orally and in writing with County Administrator, administrative staff, other governmental agency representatives, County officials and the general public; ability to effectively give and receive verbal and written instructions; ability to handle stressful situations.

SPECIAL REQUIREMENTS

A valid South Carolina Drivers' License or the ability to obtain one.

Obtain all training required by State or Federal agencies for the position.

Maintains necessary firearms training and qualifications.

TOOLS AND EQUIPMENT USED

Personal computer including various software; copy machine; fax machine; radio; telephone; camera; radiological monitoring equipment, personal protective equipment and related public safety response equipment, to include firearms.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk, use hands to finger, handle or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 50 pounds.
Specific vision abilities required by this job include close vision, distance vision, color vision and the ability to adjust focus.

Environmental hazards associated with this position include hazardous spills and nuclear releases.

WORK ENVIRONMENT

The employee is occasionally exposed to outdoor weather conditions, fumes, or airborne particles, and toxic or caustic chemicals.

The noise level is the work environment is usually moderate but may be loud during emergency calls or situations.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Revised on July 19, 2006, to remove all Detention Center Language
Revised by MC/CP June 21, 2004
Particular Weight and attendance language on August 16, 2004

ANDERSON COUNTY

JOB DESCRIPTION
FOR
PUBLIC SAFETY

ADMINISTRATIVE ASSISTANT
GRADE- 12

5212

GENERAL PURPOSE

Performs a variety of clerical, secretarial and administrative work in keeping official records, providing administrative support to staff, receives callers using central switchboard, greets visitors, performs varied clerical duties, and assisting in the administration of standard operating policies and procedures of the Division.

SUPERVISION RECEIVED

Works under the limited supervision of public Safety Division Director.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Performs routine clerical and administrative work in answering phones, receiving the public, and providing customer assistance and information; and

Ability to operates central switchboard answering and transferring incoming calls; and

Responsible for greeting visitors; announces visitors as necessary, as well as receives the public and answers questions; responds to inquiries from employees, citizens and others and refers, when necessary, to appropriate persons.

Performs various clerical duties such as typing, collating, stuffing envelopes, keeping lists, and calling various organizations to provide and request information.

Takes message from callers and provide information to callers as required.

Answers in coming calls and routes callers or provides information as required; alert personnel in emergencies.

Receives the public and answers questions; responds to inquiries from employees, citizens and others and refers, when necessary, to appropriate persons.

Assists in the procurement of department materials and supplies.

Operates listed office machines as required.

Prepares and monitors work orders.

Receives, stamps and distributes incoming mail, processes outgoing mail.

Composes, types, and edits a variety of correspondence, reports, memoranda, and other material requiring judgment as to content, accuracy, and completeness.

Acts as custodian of departmental documents and records. Establishes and maintains filing systems, control records and indexes using independent judgment.

Prepares and processes mail as required; sorts mail as necessary.

Operates listed office machines as required.

Regular attendance is essential and necessary to perform the essential duties and responsibilities required for this job.

PERIPHERAL DUTIES

Performs other related duties as required.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

(A) High School Diploma plus practical knowledge of standard practices in a technical, clerical, or administrative field generally may be acquired through training of up to one year beyond high school.
(B) Two (2) years of customer service, clerical or related experience; or
(C) Any equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

(A) Working knowledge of telephone switchboard; working knowledge of modern office practices and procedures.
(B) Skill in operation of listed tools and equipment.
(C) Ability to effectively meet and deal with the public; ability to communicate effectively verbally and in writing.

PERIPHERAL DUTIES

Performs other related duties as required.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

This position moved from 5212 to 5213 on August 2, 2010
Cpp
10/06/99-KPP

DEPARTMENTAL TRANSFERS

For Budget Year 2017 - 2018

Mark APPROVED		DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
Finance Meeting of:		**7/13/2018**				
Council Meeting:		**7/17/2018**				
_____	1	Building Grounds	Service Contracts - Generators 001-5021-000-378	Service Contracts 001-5021-000-375	5,000.00	24/7 Security for TTI Pickens and sweeping of Civic Center
_____	2	Building Grounds	Service Contracts - Elevators 001-5021-000-379	Service Contracts 001-5021-000-375	3,000.00	24/7 Security for TTI Pickens and sweeping of Civic Center
_____	3	Building Grounds	Service Contracts - Mowing 001-5021-000-322	Service Contracts 001-5021-000-375	10,000.00	24/7 Security for TTI Pickens and sweeping of Civic Center
_____	4	Building Grounds	Registrations Fees 001-5021-000-294	Service Contracts 001-5021-000-375	2,000.00	24/7 Security for TTI Pickens and sweeping of Civic Center
_____	5	Building Grounds	Training 001-5021-000-277	Service Contracts 001-5021-000-375	4,000.00	24/7 Security for TTI Pickens and sweeping of Civic Center
_____	6	Building Grounds	Lodging 001-5021-000-293	Service Contracts 001-5021-000-375	898.00	24/7 Security for TTI Pickens and sweeping of Civic Center
_____	7	Building Grounds	Safety 001-5021-000-284	Service Contracts 001-5021-000-375	1,800.00	24/7 Security for TTI Pickens and sweeping of Civic Center
_____	8	Building Grounds	Travel 001-5021-000-279	Service Contracts 001-5021-000-375	1,850.00	24/7 Security for TTI Pickens and sweeping of Civic Center
_____	9	Building Grounds	Small Hand Tools 001-5021-000-260	Service Contracts 001-5021-000-375	500.00	24/7 Security for TTI Pickens and sweeping of Civic Center
_____	10	Finance	Travel 001-5043-000-279	Management Consulting 001-5043-000-339	1,500.00	Arbitration, Financial Advisor, and Tax Abatement
_____	11	Development Standards	Salary 001-5069-000-101	Part time 001-5069-000-102	2,000.00	To hire an Intern from AU to cover office duties due to vacancies and illnesses
_____	12	Development Standards	Health Insurance 001-5069-000-160	Part time 001-5069-000-102	1,350.00	To hire an Intern from AU to cover office duties due to vacancies and illnesses
_____	13	Development Standards	Health Insurance 001-5069-000-160	Retirement - SC 001-5069-000-120	225.00	Needed for Retirement
_____	14	Development Standards	Health Insurance 001-5069-000-160	Photocopier 001-5069-000-347	340.00	To cover June invoice
_____	15	Animal Shelter	Postage 001-5111-000-243	Registrations 001-5111-000-294	400.00	Unexpected seminars and conferences
_____	16	Animal Shelter	Supplies - Cleaning 001-5111-000-265	Supplies - Animal Shelter 001-5111-000-292	6,000.00	Food, letter, leashes, traps and general needs
_____	17	Animal Shelter	Meals 001-5111-000-236	Supplies - Animal Shelter 001-5111-000-292	1,000.00	Food, letter, leashes, traps and general needs
_____	18	Animal Shelter	Photocopier	Professional Services		

DEPARTMENTAL TRANSFERS

For Budget Year 2017 - 2018

Mark APPROVED		DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
			001-5111-000-347	001-5111-000-304	3,000.00	Veterinary Services to assists Dr. Sanders with daily surgeries
_____	19	Animal Shelter	Repairs to Building 001-5111-000-250	Professional Services 001-5111-000-304	1,500.00	Veterinary Services to assists Dr. Sanders with daily surgeries
_____	20	Animal Shelter	Water and Sewer 001-5111-000-286	Supplies - Medical 001-5111-000-283	7,500.00	To maintain proper care of the every day operations and intake
_____	21	Animal Shelter	Lodging 001-5111-000-293	Supplies - Medical 001-5111-000-283	1,000.00	To maintain proper care of the every day operations and intake
_____	22	Animal Shelter	Chemicals 001-5111-000-264	Supplies - Medical 001-5111-000-283	1,500.00	To maintain proper care of the every day operations and intake
_____	23	Forensics Lab	Travel 001-5141-001-279	Overtime 001-5141-001-103	69.65	To complete a Casework analysis
_____	24	Sheriff - Support Services	Salary 001-5181-000-101	Professional Services 001-5181-000-304	30,000.00	Upkeep and maintenance of large animals
_____	25	Emergency Preparedness	Salary 001-5212-000-101	Retirement - Police 001-5212-000-121	2,000.00	Increase in retirement percentage
_____	26	Emergency Preparedness	Salary 001-5212-000-101	Rental of Land 001-5212-000-254	11,000.00	Rental of EOC
_____	27	Communications	Salary 001-5213-000-101	Part time 001-5213-000-102	17,500.00	used for vacations, vacancies and to cover for illnesses
_____	28	Communications	Salary 001-5213-000-101	Overtime 001-5213-000-103	122,000.00	OT schedule has been reviewed and greatly decreased. This should cover remainder of year. Reduction of 25k from FY 17
_____	29	Roads and Bridges	Supplies - Office 001-5221-000-269	Capital 001-5221-000-499	1,749.00	Office desk and furniture needs
_____	30	Fleet Services	Books and Publications 001-5226-000-204	Overtime 001-5226-000-103	1,000.00	Short staffed and workload of time sensitive jobs
_____	31	Fleet Services	Books and Publications 001-5226-000-204	Insurance - Vehicles 001-5226-000-228	100.00	Increase in insurance
_____	32	Sports Complex	Electricity and Gas 001-5955-001-212	Repairs to Equipment 001-5955-001-251	5,000.00	Leak in Irrigation Line
_____	33	Sports Complex	Water and Sewer 001-5955-001-286	Landscaping 001-5955-001-313	6,000.00	Sand and fertilizer for ball fields
_____	34	Civic Center	Service Contracts 001-5955-000-375	Telephone 001-5955-000-275	700.00	Cable, Telephones and Clear Link Services
_____	35	Civic Center	Postage 001-5955-000-243	Telephone 001-5955-000-275	700.00	Cable, Telephones and Clear Link Services
_____	36	Civic Center	Signs 001-5955-000-259	Telephone 001-5955-000-275	100.00	Cable, Telephones and Clear Link Services

DEPARTMENTAL TRANSFERS

For Budget Year 2017 - 2018

Mark APPROVED		DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
_____	37	Public Defender - Anderson	Salary 114-5056-000-101	Contracted labor 114-5056-000-324	18,000.00	Contract cases to outside law firms
_____	39	Public Defender - Anderson	Food 114-5056-000-215	Meals 114-5056-000-236	600.00	Meals for travel and training
_____	39	Public Defender - Oconee	Training 114-5056-001-277	Professional Services 114-5056-001-304	500.00	Shredding Services
_____	40	Airport	Engineering 142-5775-000-311	Professional Services 142-5775-000-304	15,000.00	Mandatory Stormwater Sampling Project
_____	41	Between Department	IT - Health Insurance 001-5092-000-160	Admin - Demolition 001-5013-000-323	11,500.00	Site Maintenance for NIP program
_____	42	Between Dept. PD Anderson to Oconee	Salary 114-5056-000-101	Salary 114-5056-001-101	33,000.00	Some personnel was budget in Anderson but works in Oconee
_____	43	Between Dept. PD Anderson to Oconee	Health Insurance 114-5056-000-160	Health Insurance 114-5056-001-160	6,825.00	Some personnel was budget in Anderson but works in Oconee
_____	44	Building Codes	Books and Publications 001-5411-000-204	Supplies - Office 001-5411-000-269	400.00	Ink cartridges, toner and copy paper
_____	45	Building Codes	Computer Software 001-5411-000-209	Photocopy Equipment Maintenance 001-5411-000-347	950.00	To cover copier expense for May and June
_____	46	Solid Waste	Disposal Fee 420-5954-000-370	Fuel and Oil 420-5954-000-216	22,000.00	Increase in gas prices
_____	47	Solid Waste	Disposal Fee 420-5954-000-370	Electricity and Gas 420-5954-000-212	6,000.00	Increase in cost of utilities
_____	48	Between Departments Rds & Bridges to Dev Stds	Insurance - Vehicles 001-5221-000-228	Books and Publications 001-5069-000-204	550.00	Updates for Standards and Policies
_____	49	Between Departments Rds & Bridges to Dev Stds	Insurance - Vehicles 001-5221-000-228	Supplies - Office 001-5069-000-269	200.00	Cartridges, ribbons and general supplies
_____	50	Between Departments Rds & Bridges to Dev Stds	Insurance - Vehicles 001-5221-000-228	Training 001-5069-000-277	785.00	FEMA

_____ _____

DATE Lacey Croegaert, Clerk to Council

BUDGET TRANSFER

DIVISION: Central Services

DEPARTMENT: Building & Grounds-5021

FROM:		TO:		AMOUNT:
TITLE ACCT.#	Service Contracts-Generators 001-5021-000-378	TITLE ACCT#	Service Contracts 001-5021-000-375	5,000.00
TITLE ACCT.#	Service Contracts-Elevators 001-5021-000-379	TITLE ACCT#	Service Contracts 001-5021-000-375	3,000.00
TITLE ACCT#	Service Contracts- Mowing 001-5021-000-322	TITLE ACCT#	Service Contracts 001-5021-000-375	10,000.00
TITLE ACCT.#	Registration Fees 001-5021-000-284	TITLE ACCT#	Service Contracts 001-5021-000-375	2,000.00
TITLE ACCT.#	Training 001-5021-000-277	TITLE ACCT#	Service Contracts 001-5021-000-375	4,000.00
			Total	24,000.00

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

REASON:

Additional funds are needed to cover costs for 24/7 security for TTI Pickens and weekly sweeping of the Civic Center.

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

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

DEPT. HEAD: [signature] DATE: 4/23/18

DIVIS HEAD: [signature] DATE: 4/24/18

FINANCE: [signature] DATE: 4.24.18

ADMINISTRATOR: [signature] DATE: 4-25-18

Journal Entry # _____ DATE: _____

BUDGET TRANSFER

DIVISION: Central Services

DEPARTMENT: Building & Grounds-5021

FROM:		TO:		AMOUNT:
TITLE ACCT.#	Lodging 001-5021-000-293	TITLE ACCT#	Service Contracts 001-5021-000-375	898.00
TITLE ACCT.#	Safety 001-5021-000-214	TITLE ACCT#	Service Contracts 001-5021-000-375	1,800.00
TITLE ACCT#	Travel 001-5021-000-279	TITLE ACCT#	Service Contracts 001-5021-000-375	1,850.00
TITLE ACCT.#	Small Hand Tools 001-5021-000-260	TITLE ACCT#	Service Contracts 001-5021-000-375	500.00
TITLE ACCT.#		TITLE ACCT#		
			Total	5,048.00

Explain in COMPLETE DETAIL, the reason for the transfer.

REASON:

Additional funds are needed to cover costs for 24/7 security for TTI Pickens and weekly swee ping of the Civic Center.

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

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

DEPT. HEAD: [signature] DATE: 4/23/18

DIVIS HEAD: [signature] DATE: 4/24/18

FINANCE: [signature] DATE: 4/24/18

ADMINISTRATOR: [signature] DATE: 4-24-18

Journal Entry # _____ DATE: _____

BUDGET TRANSFER

DIVISION: Central Admin Services

DEPARTMENT: Finance

FROM:		TO:		AMOUNT:
TITLE	Travel	TITLE	Management Consulting	
ACCT.#	001-5043-000-279	ACCT#	001-5043-000-339	1,500.00
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
		Total		1,500.00

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

REASON:
Arbitration, routine Financial Advisor, Tax Abatement Review and HRA Evaluation

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

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

DEPT. HEAD:		DATE:	5-15-18
DIVIS HEAD:		DATE:	5-16-18
FINANCE:		DATE:	5 17 18
ADMINISTRATOR:		DATE:	5-18-18
Journal Entry #		DATE:	

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Development Standards

FROM:		TO:		AMOUNT:
TITLE	Salary	TITLE	Part time	
ACCT.#	001-5069-000-101	ACCT#	001-5069-000-102	2,808.00
TITLE	Health Ins	TITLE	Part time	
ACCT.#	001-5069-000-160	ACCT#	001-5069-000-102	1,350.00
TITLE	Health Ins	TITLE	Retirement - SC	
ACCT#	001-5069-000-160	ACCT#	001-5069-000-120	225.00
TITLE	Health Ins	TITLE	Photocopier	
ACCT.#	001-5069-000-160	ACCT#	001-5069-000-347	340.80
TITLE		TITLE		
ACCT.#		ACCT#		
			Total	3,915.00

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

REASON:

To hire a intern from Anderson University to cover some of the office duties during the illnesses and vacation of office staff

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

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

DEPT. HEAD: Alan Hunter DATE: 6/13/2018

DIVIS. HEAD: [signature] DATE: 6/19/18

FINANCE: [signature] DATE: 6/20/18

ADMINISTRATOR: [signature] DATE: 6-26-18

Journal Entry # _____ DATE: _____

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: PAWS

FROM:		TO:		AMOUNT:
TITLE	Postage	TITLE	Registrations	
ACCT.#	001-5111-000-243	ACCT#	001-5111-000-264	400.00
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
		Total		0.00

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

REASON:
Transfer is necessary because of unforeseen seminar/conference costs.

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

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

DEPT. HEAD:	[signature]	DATE:	5-8-18
DIVIS HEAD:	[signature]	DATE:	5/9/18
FINANCE:	[signature]	DATE:	5-9-18
ADMINISTRATOR:	[signature]	DATE:	5-15-18
Journal Entry #		DATE:	

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: PAWS

FROM:		TO:		AMOUNT:
TITLE	Supplies - Cleaning	TITLE	Supplies - Animal Shelter	
ACCT.#	001-5111-000-285	ACCT#	001-5111-000-292	$5000.00
TITLE	Meals	TITLE	Supplies - Animal Shelter	
ACCT.#	001-5111-000-298	ACCT#	001-5111-000-292	$1000.00
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		

Total 0.00

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

REASON:
Transfer is necessary for food and supplies due to this fiscal years budget, for this shelter account, being set lower than requested.

Dog and Cat food, litter, litter pans, leashes, traps, puppy pads etc.

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

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

DEPT. HEAD:		**DATE:**	5-8-18
DIVIS HEAD:		**DATE:**	5/9/18
FINANCE:		**DATE:**	
ADMINISTRATOR:		**DATE:**	5-15-18
Journal Entry #		**DATE:**	

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: PAWS

FROM:		TO:		AMOUNT:
TITLE	Photocopy Equipment Maintenance	TITLE	Professional Services	
ACCT.#	001-5111-000-347	ACCT#	001-5111-000-304	$3000.00
TITLE	Repairs to Building	TITLE	Professional Services	
ACCT.#	001-5111-000-250	ACCT#	01-5111-000-304	1500.00
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		

Total $4500.00

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

REASON:
Vet. Services to help Dr. Sanders with animal surgies

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

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

DEPT. HEAD: [signature] DATE: 6/19/18

DIVIS HEAD: [signature] DATE: 6/20/18

FINANCE: DATE:

ADMINISTRATOR: [signature] DATE: 6-21-18

Journal Entry # DATE:

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: PAWS

FROM:		TO:		AMOUNT:
TITLE	Water/Sewer	TITLE	Supplies - Medical	
ACCT.#	001-5111-000-286	ACCT#	001-5111-000-283	7500 00
TITLE	Lodging	TITLE	Supplies-med	
ACCT.#	293	ACCT#	5111-000-283	1000.00
TITLE	Chemical Photocopy-Maintenance	TITLE	Supplies- Medical	
ACCT#	001-5111-000-297 264	ACCT#	001-5111-000-283	1500.00
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		

Total $10,000.00

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

REASON:

transfer is necessary because less was given to our Medical Supply budget than originally requested.

Needed to perform necessary duties at the Animal Shelter for the every day intake and care of the animals.

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

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

DEPT. HEAD:		**DATE:**	6/19/18
DIVIS HEAD:		**DATE:**	6/20/18
FINANCE:		**DATE:**	
ADMINISTRATOR:		**DATE:**	6-27-18
Journal Entry #		**DATE:**	

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: Sheriff's Office

DEPARTMENT: Forensics Laboratory

FROM:		TO:		AMOUNT:
TITLE	Travel	TITLE	Overtime	
ACCT.#	001-5141-001-279	ACCT#	001-5141-001-103	$ 69.65

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

REASON:

The need for this transefer was due to approval by Sheriff and Chief for a short period of OT work by forensic chemists to complete casework analysis. Coordination with submitting agencies and the Solicitor's Office to receive advanced notification of casework needs in a timely manner should negate the need for OT funds moving forward. If additional OT work is required it will be on a specific case/need basis and cannot reasonably be planned for. Every effort is made so that OT is NOT required.

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

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

DEPT. HEAD: M. D. Mc... DATE: 4/20/18

DIVIS HEAD: _____ DATE: _____

FINANCE: _____ DATE: _____

ADMINISTRATOR: _____ DATE: _____

Journal Entry # _____ DATE: _____

BUDGET TRANSFER

DIVISION: Sheriff

DEPARTMENT: Support Services

FROM:		TO:		AMOUNT:
TITLE ACCT.#	Salary 001-5181-000-101	TITLE ACCT#	Professional Services 001-5181-000-304	30,000.00
TITLE ACCT.#		TITLE ACCT#		
TITLE ACCT#		TITLE ACCT#		
TITLE ACCT.#		TITLE ACCT#		
TITLE ACCT.#		TITLE ACCT#		
		Total		30,000.00

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

REASON:

Upkeep and maintienace of taking care of large animals (horses)

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: 5-21-19

Journal Entry # _____ DATE: _____

BUDGET TRANSFER

DIVISION: Sheriff

DEPARTMENT: Emergency Preparedness

FROM:		TO:		AMOUNT:
TITLE ACCT.#	Salary 001-5212-000-101	TITLE ACCT#	Retirement - Police 001-5212-000-121	2,000.00
TITLE ACCT.#	Salary 001-5212-000-101	TITLE ACCT#	Rental of Land 001-5212-000-264	11,000.00
TITLE ACCT#		TITLE ACCT#		
TITLE ACCT.#		TITLE ACCT#		
TITLE ACCT.#		TITLE ACCT#		
		Total		13,000.00

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

REASON:
1) Retirement increase

2) Renegotiated rental contract

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: 5-31-13

Journal Entry # DATE:

BUDGET TRANSFER

DIVISION: Sheriff

DEPARTMENT: Communications

FROM:		TO:		AMOUNT:
TITLE ACCT.#	Salaries 001-5213-000-101	TITLE ACCT#	Part time 001-5213-000-102	17,500.00
TITLE ACCT.#	Salaries 001-5213-000-101	TITLE ACCT#	Overtime 001-5213-000-103	122,000
TITLE ACCT#		TITLE ACCT#		
TITLE ACCT.#		TITLE ACCT#		
TITLE ACCT.#		TITLE ACCT#		
		Total		108,500.00

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

REASON:
Part time is used to fill-in for vactions, and sickness.
Over last 3 months, Overtime has been reviewed and greatly decreased. This is needed to cover the remainder of year. This is an approx. $25,000 less that FY 16/17

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: 5-21-17

Journal Entry # _____ DATE: _____

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Roads and Bridges

FROM:		TO:		AMOUNT:
TITLE	Office Supplies	TITLE	Capital Purchases	
ACCT.#	001-5221-000-269	ACCT#	001-5221-000-499	1,749.00
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
		Total		1,749.00

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

REASON:
This transfer is to cover the amount for a office desk purchased.

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

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

DEPT. HEAD: Matt Hoyer DATE: 6/11/18

DIVIS HEAD: [signature] DATE: 6/11/18

FINANCE: [signature] DATE: 6/13/18

ADMINISTRATOR: [signature] DATE: 6-15-18

Journal Entry # _____ DATE: _____

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Fleet Services

FROM:		TO:		AMOUNT:
TITLE	Books & Publications	TITLE	Salaries - Overtime	
ACCT.#	001-5226-000-204	ACCT#	001-5226-000-103	$ 1,000.00
TITLE	Books & Publications	TITLE	Insurance - Vehicles	
ACCT.#	001-5226-000-204	ACCT#	001-5226-000-228	$ 100.00
TITLE		TITLE		
ACCT.#		ACCT#		$

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

REASON:

Due to being short staffed in our shops , a large work load and time-sensitive jobs, the transfer is necessary to complete the year.

Transfer needed to cover the cost of vehicle insurance.

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

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

DEPT. HEAD:		DATE:	04/19/2018
DIVIS HEAD:		DATE:	4/25/18
FINANCE:		DATE:	4 26 18
ADMINISTRATOR:		DATE:	4-26-18
Journal Entry #		DATE:	

BUDGET TRANSFER

DIVISION: PARKS AND REC.

DEPARTMENT: SPORTS COMPLEX

FROM:		TO:		AMOUNT:
TITLE	ELECTRICITY AND GAS	TITLE	REPAIRS TO EQUIPMENT	
ACCT.#	001-5955-001-212	ACCT#	001-5955-001-251	5000.00
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
		Total		0.00

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

REASON:
LEAK IN IRRIGATION LINE

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:**	5/9/18
FINANCE:		**DATE:**	
ADMINISTRATOR:		**DATE:**	5-14-18
Journal Entry #		**DATE:**	

BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: SPORTS COMPLEX

FROM:		TO:		AMOUNT:
TITLE	WATER & SEWER	TITLE	LANDSCAPING	6,000
ACCT.#	001-5955-001-286	ACCT#	001-5955-001-313	~~$8000.00~~
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		

Total 0.00

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

REASON:
Additional sand and fertilizer is needed for ballfields

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:	5/15/18
FINANCE:		DATE:	5-15-18
ADMINISTRATOR:		DATE:	
Journal Entry #		DATE:	

BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: CIVIC CENTER

FROM:		TO:		AMOUNT:
TITLE	SERVICE CONTRACTS	TITLE	TELEPHONE	
ACCT.#	001-5955-000-375	ACCT#	001-5955-000-275	$700.00
TITLE	POSTAGE	TITLE	TELEPHONE	
ACCT.#	001-5955-000-243	ACCT#	001-5955-000-275	$700.00
TITLE	SIGNS	TITLE	TELEPHONE	
ACCT#	001-5955-000-259	ACCT#	001-5955-000-275	$100.00
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		

Total 0.00

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

REASON:
MONEY WAS NEEDED IN OUR TELEPHONE ACCOUNT FOR CABLE BILL, PHONE BILLS, AND CLEAR LINK SERVICES.

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: 5/25/18

FINANCE: DATE:

ADMINISTRATOR: DATE: 5-29-18

Journal Entry # DATE:

BUDGET TRANSFER

DIVISION: Public Defender

DEPARTMENT: Public Defender - Anderson

FROM:		TO:		AMOUNT:
TITLE	Salary	TITLE	Contracted labor	
ACCT.#	114-5056-000-101	ACCT#	114-5056-000-324	18,000.00
TITLE	Food	TITLE	Meals	
ACCT.#	114-5056-000-215	ACCT#	114-5056-000-236	600.00
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
			Total	18,600.00

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

REASON:

1) Contract cases to outside law firms to move cases out of office

2) Meals during travel and training

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

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

DEPT. HEAD: [signature] DATE: 5-13-18

DIVIS HEAD: DATE:

FINANCE: DATE:

ADMINISTRATOR: [signature] DATE: 5-22-18

Journal Entry # DATE:

BUDGET TRANSFER

DIVISION: Public Defender

DEPARTMENT: Public Defender - Oconee

FROM:		TO:		AMOUNT:
TITLE	Training	TITLE	Professional Services	
ACCT.#	114-5056-001-277	ACCT#	114-5056-001-304	500.00
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
			Total	500.00

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

REASON:

Shredding services

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

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

DEPT. HEAD: [signature] DATE: 5-18-18

DIVIS HEAD: DATE:

FINANCE: [signature] DATE: 5 22 18

ADMINISTRATOR: [signature] DATE: 5-23-18

Journal Entry # DATE:

BUDGET TRANSFER

DIVISION: AIRPORT

DEPARTMENT: FBO

FROM:		TO:		AMOUNT:
TITLE	ENGINEERING	TITLE	PROFESSIONAL SERVICES	
ACCT.#	142-5775-000-311	ACCT#	142-5775-000-304	15,000.00
TITLE ACCT.#				
TITLE ACCT#				
TITLE ACCT.#				
TITLE ACCT.#				
TITLE ACCT.#				
TITLE ACCT.#				
			Total	15,000.00

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

REASON:
The reason for this transfer is due to the mandatory Stormwater Sampling Project, our annual Aircraft Rescue and Fire Fighting (ARFF) training, and contracting with a vendor to provide the application of ant killer to the airfield in preparation of our 2018 Airshow. All three projects were difficult to account for due to their variable nature.

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

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

DEPT. HEAD: [signature] DATE: 5-7-18

DIVIS HEAD: [signature] DATE: 5/8/18

FINANCE: DATE:

ADMINISTRATOR: DATE:

Journal Entry # DATE:

BUDGET TRANSFER

DIVISION: Administration

DEPARTMENT: Between Depts.- IT to Administration

FROM:		TO:		AMOUNT:
TITLE	IT - Health Ins	TITLE	Admin - Demolition	
ACCT.#	001-5092-000-160	ACCT#	001-5013-000-323	1150.00 -
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
		Total		1150.00 -

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

REASON:

Unexpected site maintenance for NIP program

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: 4-29-19

Journal Entry # _____ DATE: _____

BUDGET TRANSFER

DIVISION: Public Defender

DEPARTMENT: Public Defender (Anderson to Oconee)

FROM:		TO:		AMOUNT:
TITLE	Salary	TITLE	Salary	
ACCT.#	114-5056-000-101	ACCT#	114-5056-001-101	33,000.00
TITLE	Health Insurance	TITLE	Health Insurance	
ACCT.#	114-5056-000-160	ACCT#	114-5056-001-160	6,825.00
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
			Total	39,825.00

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

REASON:

Some of the personnel was budgeted in Anderson Area and should have been in the Oconee area

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

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

DEPT. HEAD: _____ DATE: 5-18-18

DIVIS HEAD: _____ DATE: _____

FINANCE: _____ DATE: 5 22 18

ADMINISTRATOR: _____ DATE: 5-23-18

Journal Entry # _____ DATE: _____

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: 5411 (Building & Codes)

FROM:		TO:		AMOUNT:
TITLE	Books & Publications	TITLE	Office Supplies	
ACCT.#	5411-000-204	ACCT#	5411-000-289	$400
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		

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

REASON:
Transfer of funds to cover additional purchase of office supplies needed

Cartridges, toner, and paper - general office supplies

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

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

DEPT. HEAD: [signature] DATE: 6/7/18

DIVIS HEAD: [signature] DATE: 6/8/18

FINANCE: DATE:

ADMINISTRATOR: [signature] DATE: 6-12-18

Journal Entry # DATE:

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Building & Codes (5411)

FROM:		TO:		AMOUNT:
TITLE	Computer Software	TITLE	Photo Copy Equipment	
ACCT.#	5411-000-209	ACCT#	5411-000-347	$950
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
		Total		0.00

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

REASON:
Transfer additional funds to cover balance of monthly contract for the month of May and also include additional funds to cover June

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

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

DEPT. HEAD: DATE: 6/1/18

DIVIS HEAD: DATE: 6/5/18

FINANCE: DATE: 6/7/18

ADMINISTRATOR: DATE: 6-8-18

Journal Entry # DATE:

BUDGET TRANSFER

DIVISION: PUBLIC WORKS

DEPARTMENT: SOLID WASTE

FROM:		TO:		AMOUNT:
TITLE	DISPOSAL FEE	TITLE	FUEL AND OIL	
ACCT.#	420-5954-000-370	ACCT#	420-5954-000-216	22,000.00
TITLE	DISPOSAL FEE	TITLE	ELECTRICITY AND GAS	
ACCT.#	420-5954-000-370	ACCT#	420-5954-000-212	6,000.00
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		

Total 0.00

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

REASON:
During the budget process, budget was slightly underestimated due to increased pricing and usage of fuel and electricity.

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

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

DEPT. HEAD: [signature] DATE: 6/8/18

DIVIS HEAD: [signature] DATE: 6/11/18

FINANCE: [signature] DATE: 6/12/18

ADMINISTRATOR: [signature] DATE: 6-12-18

Journal Entry # DATE:

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Roads and Bridges to Development Standards

FROM:		TO:		AMOUNT:
TITLE ACCT.#	Insurance - Vehicles 001-6221-000-228	TITLE ACCT#	Booksand Publication 001-5069-000-284	550.00
TITLE ACCT.#	Insurance - Vehicles 001-6221-000-228	TITLE ACCT#	Supplies - Office 001-5069-000-258	200.00
TITLE ACCT#	Insurance - Vehicles 001-6221-000-228	TITLE ACCT#	Training 001-5069-000-277	785.00
TITLE ACCT.#		TITLE ACCT#		

Total 1,535.00

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

REASON:
284 - Books used for updates of Standards and policies to be practiced by this office

258 - Cartridges, ribbons and supplies needed for office use

277 - FEMA training

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

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

DEPT. HEAD: Allen Hentz DATE: 6/13/2018
DIVIS HEAD: [signature] DATE: 6/19/18
FINANCE: [signature] DATE: 6/20/18
ADMINISTRATOR: [signature] DATE: 6-26-18

Journal Entry # _____ DATE: _____

PARKS & RECREATION AD HOC COMMITTEE AGENDA

Committee Members:
The Honorable Craig Wooten, Chairman
The Honorable Ken Waters
The Honorable Tom Allen

Thursday, July 19, 2018- 12:00 p.m.

Historic Courthouse
Administrator's Conference Room -Second Floor

Chairman Craig Wooten, Presiding

1. Call to Order	Chairman Wooten
2. Invocation and Pledge of Allegiance	Honorable Ken Waters
3. Update and Projection Improvements for ATAX Budgets	Mr. Rusty Burns
4. Hospitality Referendum	Mr. Rusty Burns
5. Park Streamlining Recommendations	Mr. Glenn Brill
6. Citizens Comments	
7. Adjournment	

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Tom Allen
Council District 4

Cindy Wilson
Council District 7

Rusty Burns | County Administrator
PO Box 8002, Anderson, SC 29622

Ray Graham
V. Chairman, District 3

Gracie Floyd
Council District 2

Ken Waters
Council District 6

Lacey A. Croegaert
Interim Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

ANDERSON
COUNTY
SOUTH CAROLINA

AGENDA
ANDERSON COUNTY COUNCIL
PUBLIC SAFETY COMMITTEE
Thursday, August 2, 2018 AT 12pm
HISTORIC COURTHOUSE, 2ND 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. Criminal Justice Coordinating Council Data Overview — Ms. Casey Collins
4. Stepping up Initiative — Ms. Casey Collins
5. Data Driven Justice Initiative — Ms. Casey Collins
6. Public Comment:
7. Adjournment:

Members: Chairman Ray Graham
Honorable Ken Waters
Honorable Craig Wooten

THE STEPPING UP INITIATIVE

A National Initiative to Reduce the Number of People with Mental Illnesses in Jails

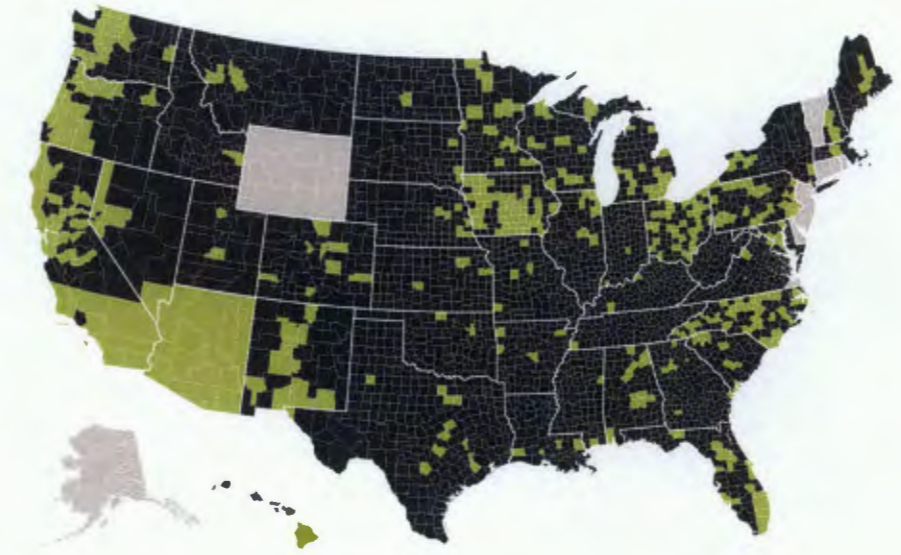
An estimated 2 million people with serious mental illnesses—almost three-quarters of whom also have substance use disorders—are booked into local jails each year. Federal and state policy and funding barriers, along with limited opportunities for law enforcement training and arrest alternatives in many communities, have made county and other local jails the de facto mental health hospitals for people who cannot access appropriate community-based mental health treatment and services. Counties recognize the need for systems-level change to help them better link people to treatment and services while improving public safety in fiscally responsible and effective ways. The publication *Reducing the Number of People with Mental Illnesses in Jail: Six Questions County Leaders Need to Ask*, which was released January 2017, provides a planning framework for counties to address these challenges and help reduce the number of people with mental illnesses who continue to cycle through the criminal justice system.

The National Initiative

Recognizing the critical role local and state officials play in supporting systems change, the National Association of Counties (NACo), the American Psychiatric Association Foundation and The Council of State Governments Justice Center launched the Stepping Up initiative in May 2015. Stepping Up is a national movement to provide counties with the tools they need to develop cross-systems, data-driven strategies that can lead to measurable reductions in the number of people with mental illnesses and co-occurring disorders in jails.

More than 425 counties have passed a resolution or proclamation to participate in the initiative. With support from public and private entities, the initiative builds on the many innovative and proven practices being implemented across the country. Stepping Up engages a diverse group of organizations with expertise on these issues, including those representing sheriffs, jail administrators, judges, community corrections professionals, treatment providers, people with mental illnesses and their families, mental health and substance use program directors and other stakeholders.

COUNTY RESOLUTIONS RECEIVED AS OF MAY 1, 2018



States with county resolutions Counties with resolutions No resolutions

The initiative supports counties in developing and adopting a cross-systems action plan through strategies such as:

- Providing a small number of counties with intensive technical assistance that includes onsite work to help use the planning framework, implement evidence-based practices and demonstrate strategies that result in measurable change
- Providing counties with broad-based technical assistance for applying the planning framework through webinars, network calls and other information-sharing opportunities
- Assisting states that support counties' efforts to implement the Stepping Up framework statewide; and
- Promoting federal policies that support counties' efforts to reduce the prevalence of people with mental illnesses in jails.

Stepping Up Framework

Reducing the Number of People with Mental Illnesses in Jail: Six Questions County Leaders Need to Ask (Six Questions) represents foundational thinking of the Stepping Up initiative that encourages counties to assess their existing efforts to reduce the number of people with mental illnesses in jail by considering the following questions:

1. **Is our leadership committed?**
2. **Do we conduct timely screening and assessments?**
3. **Do we have baseline data?**
4. **Do we conduct a comprehensive process analysis and inventory of services?**
5. **Have we prioritized policy, practice and funding improvements?**
6. **Do we track progress?**

Stepping Up urges county leaders to review current practices and to adopt policies, programs and practices that are informed by their impact on the following measures:

- **Reducing the number of people with mental illnesses booked into jail**
- **Reducing the length of time spent in jail**
- **Increasing connections to treatment**
- **Reducing recidivism**

Stepping Up Resources

The Stepping Up partners have developed an online toolkit with a wealth of resources that are continuously updated to provide the latest information on research and best practices to counties. Resources are all publicly available on the Stepping Up website and include:

- **Monthly webinars and networking calls**
- **A project coordinator handbook**
- **Educational workshops at NACo and partner conferences**
- **Guidance on measuring the number of people with mental illnesses in jail**
- **Quarterly calls of smaller networking groups of rural, mid-size and large/urban counties that have passed Stepping Up resolutions**
- **Written and online tools that are companions to the *Six Questions* report that present the latest research and case studies for county officials**

To learn more or join the initiative please visit StepUpTogether.org

*The Stepping Up partners would like to thank the following agencies and organizations for their generous support of Stepping Up: the U.S. Department of Justice's Bureau of Justice Assistance, the Jacob and Valeria Langeloth Foundation, the John D. and Catherine T. MacArthur Foundation, The Margaret Clark Morgan Foundation, the California State Sheriffs' Association, the Pennsylvania Department of Corrections, the Pennsylvania Department of Human Services, the Pennsylvania Commission on Crime and Delinquency, Alkermes plc, Janssen Pharmaceutical Companies of Johnson & Johnson, the Elizabeth K. Dollard Charitable Trust and Otsuka America Pharmaceutical. This project was supported by Grant No. 2012-CZ-BX-K071 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

NATIONAL ASSOCIATION of COUNTIES NACo

AMERICAN PSYCHIATRIC ASSOCIATION FOUNDATION

CSG Justice Center THE COUNCIL OF STATE GOVERNMENTS

BJA Bureau of Justice Assistance U.S. Department of Justice

RESOLUTION #R2018-044

A RESOLUTION TO SUPPORT THE NATIONWIDE "STEPPING UP INITIATIVE" TO REDUCE THE NUMBER OF INDIVIDUALS WITH MENTAL ILLNESS IN JAIL.

WHEREAS, Anderson County and its partner agencies recognize that jails have become *de facto* psychiatric facilities nationwide; and

WHEREAS, prevalence rates of serious mental illness in jails are three to six time higher than for the general public; and

WHEREAS, almost three-quarters of adults with serious mental illness in jail have co-occurring substance use disorders; and

WHEREAS, adults with mental illness tend to stay longer in jail and, upon release, are at a higher risk of recidivism than individuals without these disorders; and

WHEREAS, without the appropriate treatment and services, individuals with mental illness continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and

WHEREAS, Anderson County takes pride in its responsibility to protect and enhance the health, welfare, and safety of its residents in efficient and cost-effective ways.

THEREFORE BE IT RESOLVED, Anderson County hereby signs on to the "Call to Action" to safely reduce the number of individuals in our county jail with mental illness and commits to sharing lessons learned with others throughout the State. Use of data-driven decisions, across multiple agencies, will drive innovative strategies to ensure a high-level of care for individuals with mental illnesses and their families.

RESOLVED in a meeting duly assembled this 7th day of August, 2018

Tommy Dunn, Chairman District Five	Ray Graham, Vice-Chairman District Three	Craig Wooten District One
Gracie S. Floyd District Two	Tom Allen District Four	Ken Waters District Six
	ATTEST:	
M. Cindy Wilson District Seven	Rusty Burns County Administrator	Lacey Croegaert Clerk to Council

DATA-DRIVEN JUSTICE:
DISRUPTING THE CYCLE OF INCARCERATION

In many communities across the country, a small number of people cycle repeatedly through jails, hospital emergency rooms, shelters and other public systems. Often called high utilizers or frequent utilizers, these individuals struggle with some combination of mental illness, substance abuse, other health conditions such as diabetes or hepatitis and unstable housing. Their conditions often worsen in jail settings, leading to costly reoccurring interactions with emergency medical services, law enforcement and other services. Despite the many resources devoted to high utilizers, care is often provided in fragmented ways that do not lead to stabilization or better outcomes for individuals or communities.

To address these challenges and more effectively treat these high-need individuals, counties and other jurisdictions across the country have joined the Data-Driven Justice (DDJ) initiative. The initiative, launched in 2016, aims to break the cycle of incarceration by using data-driven strategies to improve how the justice system responds to high utilizers. Jurisdictions participating in DDJ have developed a continuum of innovative practices that have provided law enforcement with appropriate crisis response options and alternatives to jail, reduced jail populations, increased high utilizers' treatment engagement, stabilized individuals' health conditions and used resources more appropriately and effectively through systems coordination.

TO LEARN MORE AND JOIN DDJ, VISIT WWW.NACO.ORG/DATA-DRIVEN-JUSTICE

BEHAVIORAL HEALTH CONDITIONS

44% OF PEOPLE IN JAIL HAVE BEEN **DIAGNOSED WITH A MENTAL ILLNESS** BY A PROFESSIONAL

63% OF PEOPLE IN JAIL HAVE A **SUBSTANCE USE DISORDER**

CRISIS SITUATIONS

39% OF ADULTS ON COMMUNITY-BASED SUPERVISION AND

47% OF ARRESTED ADULTS **VISITED THE EMERGENCY ROOM IN THE PAST YEAR**

PHYSICAL HEALTH CONDITIONS

45% OF PEOPLE IN A JAIL HAVE A **CHRONIC HEALTH CONDITION**

15% OF THE JAIL POPULATION EXPERIENCED **HOMELESSNESS** AT SOME POINT IN THE YEAR BEFORE GOING TO JAIL

DDJ RESOURCES

Jurisdictions that have joined DDJ have access to many helpful resources, including:

Playbook with guidance on steps for developing a system of diversion, examples of interventions and strategies to divert high utilizers and case studies

Online resource library with information developed by counties and partners illustrating how to build community support, identify high utilizers, use and share data and identify diversion options

Monthly webinars to share best practices and support peer-to-peer learning

Examples of data-sharing agreements, including MOUs and BAAs

Educational workshops at NACo conferences and partner meetings

COUNTIES, CITIES AND STATES COMMITTED TO DATA-DRIVEN JUSTICE AS OF JANUARY 8, 2018

- Birmingham, Ala.
- Montgomery County, Ala.
- Pulaski County, Ark.
- Coconino County, Ariz.
- Flagstaff, Ariz.
- Pima County, Ariz.
- Yavapai County, Ariz.
- Long Beach, Calif.
- Los Angeles County, Calif.
- Los Angeles, Calif.
- Oakland, Calif.
- Sacramento, Calif.
- San Diego County, Calif.
- San Francisco, Calif.
- Santa Clara County, Calif.
- Santa Cruz County, Calif.
- Arapahoe County, Colo.
- Boulder County, Colo.
- State of Colorado
- Denver, Colo.
- Jefferson County, Colo.
- State of Connecticut
- Hartford, Conn.
- Washington, D.C.
- State of Delaware
- Leon County, Fla.
- Miami-Dade County, Fla.
- Pinellas County, Fla.
- Fulton County, Ga.
- LaGrange, Ga.
- Troup County, Ga.
- Black Hawk County, Iowa
- Johnson County, Iowa
- Polk County, Iowa
- Champaign County, Ill.
- State of Illinois
- Cook County, Ill.
- Lake County, Ill.
- McLean County, Ill.
- Indianapolis and Marion County, Ind.
- Johnson County, Kan.
- Douglas County, Kan.
- State of Kentucky, Ky.
- Jefferson County, Ky.
- Lafayette Parish, La.
- New Orleans Parish, La.
- Arlington, Mass.
- Ashland, Mass.
- Bedford, Mass.
- Billerica, Mass.
- Suffolk County, City of Boston, Mass.
- Boxborough, Mass.
- Burlington, Mass.
- Cambridge, Mass.
- Chelmsford, Mass.
- Dracut, Mass.
- Lowell, Mass.
- Lynn, Mass.
- Middlesex County, Mass.
- North Reading, Mass.
- Reading, Mass.
- Tewksbury, Mass.
- Watertown, Mass.
- Townsend, Mass.
- Carlisle, Mass.
- Concord, Mass.
- Wakefield, Mass.
- Acton, Mass.
- Somerville, Mass.
- Marlborough, Mass.
- State of Maryland
- Allegany County, Md.
- Anne Arundel County, Md.
- Montgomery County, Md.
- Prince George's County, Md.
- Baltimore City, Md.
- Portland, Maine
- Detroit, Mich.
- Wayne County, Mich.
- Dakota County, Minn.
- Hennepin County, Minn.
- Ramsey County, Minn.
- Roseau County, Minn.
- Winona County, Minn.
- Boone County, Mo.
- Mecklenburg County, N.C.
- Wake County, N.C.
- Douglas County, Neb.
- Camden County, N.J.
- Hudson County, N.J.
- Bernalillo County, N.M.
- Doña Ana County, N.M.
- Rio Arriba County, N.M.
- Clark County, Nev.
- Albany County, N.Y.
- Albany, N.Y.
- Dutchess County, N.Y.
- New York City, N.Y.
- Suffolk County, N.Y.
- Cuyahoga County, Ohio
- Franklin County, Ohio
- Lucas County, Ohio
- Shelby County, Ohio
- State of Oregon
- Hood River County, Ore.
- Multnomah County, Ore.
- Lane County, Ore.
- Marion County, Ore.
- State of Pennsylvania
- Allegheny County, Pa.
- Berks County, Pa.
- Chester County, Pa.
- Franklin County, Pa.
- Lehigh County, Pa.
- Northampton County, Pa.
- Philadelphia County, Pa.
- Potter County, Pa.
- Mercer County, Pa.
- State of Rhode Island
- Charleston County, S.C.
- Codington County, S.D.
- South Dakota, S.D.
- Pennington County, S.D.
- Knoxville, Tenn.
- Shelby County, Tenn.
- Bexar County, Texas
- Dallas County, Texas
- El Paso County, Texas
- Harris County, Texas
- Travis County, Texas
- State of Utah
- Salt Lake City, Utah
- Salt Lake County, Utah
- Fairfax County, Va.
- Harrisonburg, Va.
- Rockingham County, Va.
- Everett, Wash.
- King County, Wash.
- Snohomish County, Wash.
- Walla Walla County, Wash.
- Dane County, Wis.
- Dunn County, Wis.
- Eau Claire County, Wis.
- Milwaukee County, Wis.
- Marathon County, Wis.

Date

Dear NACo,

We are joining the Data-Driven Justice initiative to address two key populations: (1) "high-utilizers," often chronically homeless individuals, with mental illness, substance abuse and health problems who repeatedly cycle through multiple systems, including jails, hospital emergency rooms, shelters and other services; and (2) people held in jail before trial because they cannot afford to bond out, not because they are a risk to the community or a risk of flight.

We commit to advance innovative solutions that can better serve these key populations, support a resilient and thriving community and more effectively and efficiently use public resources, including:

1. Create or expand real- or near-real-time local data exchanges that combine justice, health or other system data, as appropriate and consistent with applicable legal and privacy protections, to identify high-utilizers of multiple systems;
2. Divert key populations from the criminal justice system and link them to treatment providers, care management or other community-based services; and
3. Implement data-driven risk assessment tools to ensure decisions on pretrial release are informed by empirically validated approaches to gauging defendants' risk to the community, not by ability to pay or other extralegal information.

In addition, we commit to continue to convene a stakeholder group that includes multiple components of our government, other systems and community partners that will work together to initiate and implement innovative data-driven justice solutions.

Over the coming months, we will outline a plan to advance the strategies in Anderson County, South Carolina. In addition, Anderson County will participate in data-driven justice activities hosted by NACo as appropriate, engage with NACo and other DDJ communities on our progress and participate in communications and public engagement that make sense for Anderson County.

Casey Collins will coordinate the initiative on my behalf, will report directly to me with respect to this initiative and will be the lead point of contact for communications related to Data-Driven Justice.

Sincerely,

Rusty Burns
Administrator, Anderson County

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Tom Allen
Council District 4

Cindy Wilson
Council District 7

Rusty Burns | County Administrator
PO Box 8002, Anderson, SC 29622

Ray Graham
V. Chairman, District 3

Gracie Floyd
Council District 2

Ken Waters
Council District 6

Lacey A. Croegaert
Interim Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION FORM

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

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622

Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
   Upstate chapter of the American Red Cross

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $1,500

3. The purpose for which the funds are being requested:
   Support for expenses related to the Cardinal Tennis Tournament event on 8/25/18.

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

5. Contact Person: Lisa Colby
   Mailing Address: P.O. Box 9035, Greenville, SC 29604
   Phone Number: 864-282-8645

6. Statement as to whether the entity will be providing matching funds:
   No matching funds are provided.

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.

Lisa Colby / Lisa Colby 7/25/18

Signature Print Name Date

RECREATION FUND APPROPRIATIONS APPLICATION FORM

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

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

1. Name of entity requesting recreation fund appropriation: JeTS Track Club

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): All Districts for a total of $4,000.00

3. The purpose for which the funds are being requested: Please see attached request letter.

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. EIN: 82-5479282

5. Contact Person: Coach Butch Green
   Mailing Address: 1335 Vandale Place - Anderson SC - 29626
   Phone Number: 864-224-5860

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

Further, all entities receiving recreation fund appropriations shall be required within sixty (60) days of expenditure of the funds to furnish the clerk to county council with written documentation satisfactory to the clerk, including receipts for expenditures of the funds, concerning the manner in which the funds were actually spent. Failure to provide such documentation to the clerk to council will disqualify the entity receiving the recreation fund appropriation from receiving any further funding. Entities receiving such funding are subject to audit, upon approval by County Council, regarding use of the funds.

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

Lawrence Green 5-30-2018

Signature | Print Name | Date

Form effective August 4, 2015

Anderson Jets Track Club

We are the "Anderson Jets" track club and we need your help, we need sponsors; Junior Olympic track season is here. Our track team ranges from 5 year olds up to 18 years of age. This means Elementary, Middle and High School.

The summer program moves quickly and lasts from June to early August. Greenville SC, Atlanta Ga , Greensboro NC, and Orlando, Fl, are all on our summer schedule. Transportation, entry fees, food & lodging as well as uniforms are all necessities. Our athletes and coaches work hard all summer and at this time we are asking for some sponsor support from you.

There are several meets leading up to the AAU and USATF Track and Field Finals. The AAU State Championship will be held June 2-3 in Columbia SC. The USATF Championship will be held in Myrtle Beach SC on June 22-24. The USATF Regional Championships will be held in Georgia on July 6-9th. Finally, the USATF Junior Olympic National Championships will be held in Greensboro NC on July 23 – 29th.

There is no certain amount that we are asking for, please give whatever you can. Remember, "The Youth Today Are Our Leaders Tomorrow!"

Please send donations to Coach Butch Green, 1335 Vandale Place Anderson SC 29626 or call me 864-224-5860

Thank you in Advance

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: ___2____

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
   Friends of Broadway Lake

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **$2500.00**

3. The purpose for which the funds are being requested:
   Community Day Expenses including planning, concession, entertainment, and games

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. **YES**

5. Contact Person: **John R, Steely**
   Mailing Address: **303 Hammond Circle, Anderson, SC 29621**
   Phone Number: **864-940-2882 / 864-296-9129**

6. Statement as to whether the entity will be providing matching funds:
   Funds are donated by community residents and supporters for publication of newsletters, flyers, and communications in addition to supplies. Funds are expected to partially match.

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

Signature	Print Name	Date
	John R. Steely	7-12-18

South Carolina Secretary of State Mark Hammond

Business Entities Online

File, Search, and Retrieve Documents Electronically

FRIENDS OF BROADWAY LAKE

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 08/25/2005

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: JOHN STEELY

Address: 303 HAMMOND CIRCLE
ANDERSON, South Carolina 29621

Official Documents On File

Filing Type	Filing Date
Incorporation	08/25/2005

For filing questions please contact us at **803-734-2158**

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RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: _3__

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: Belton Area Museum Association

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $1000

3. The purpose for which the funds are being requested: Food, lodging, supplies and materials for hosting Heritage Days at the Depot, a living history event that re-creates the skills and craftsmanship of 18th and 19th century upstate settlers, offered to school children in the five Anderson County school districts and visitors to the Standpipe Heritage and Arts Festival.

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. YES, see link below:
https://www.scsos.com/index.asp?n=46&p=0&s=46&char_id=11739

5. Contact Person: Alison Darby
Mailing Address: Historic Belton Train Depot, 100 N. Main Street, Belton, SC 29627
Phone Number: 864-958-5264
Email: memoryln@charter.net; beltonmuseum@bellsouth.net

6. Statement as to whether the entity will be providing matching funds: Yes, BAMA will provide $1000. We have also received funding from the following businesses and foundations: WebbCraft Family Foundation, SC Arts Commission, SC Humanities Council, the City of Belton HTAX, the Commercial Bank, Darby Metalworks, Publix, First Quality, and we are awaiting confirmation from Waste Connections.

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.

Alison A. Darby /	Alison A. Darby	July 23, 2018
Signature	Print Name	Date

Anderson County Recreation Fund Grant
Cover Page

Anderson County Grant Request:	**$1000**
Total Project Cost:	**$14,900**
Project Type:	**Education/Arts and Culture/Recreation**
Submitted by:	**Belton Area Museum Association** **EIN 57-0650877**

Abigail Burden, Executive Director
Historic Belton Train Depot
100 N. Main Street
Belton, SC 29627
864-338-7400
beltonmuseum@bellsouth.net
www.beltonmuseum.com

Alison Ashley Darby, Emeritus Board Member/Project Coordinator
memoryln@charter.net

Project:	**Heritage Days at the Depot** **October 4-6, 2018**

This award-winning living history event showcases the skills and craftsmanship of 18th and 19th century pioneers. Fifteen heritage skills artisans and historical interpreters present hands-on instruction to school children in grades 2 – 5, 8th in Anderson County during the two education days, and visitors to our Standpipe Heritage and Arts Festival held on Saturday enjoy the exhibitions as a cultural and educational event. History becomes a tangible and memorable experience as students and visitors gain first-hand knowledge through interactive presentations. Partnership with Anderson County will enhance the educational goals of our organization and the overall historical and cultural literacy of our community.

Brief History, Mission and Activities of BAMA

The Belton Area Museum Association was founded in 1975 by concerned citizens of Belton. The organization's purpose is to collect, exhibit, preserve, and interpret the artifacts, sites, antiquities, and genealogical, archival, cultural, and natural history of Belton, SC, Anderson County, SC and The State of South Carolina. BAMA also provides cultural enrichment, intellectual stimulation, learning opportunities, and activities to increase the appreciation of the traditional, visual, and performing arts.

In order to achieve this mission, BAMA manages several museums and a community space and offers activities and events, free to the public. The Ruth Drake Museum (RDM) houses a collection of pioneer artifacts, train relics, 19th Century domestic items and agricultural implements. We also have an extensive genealogy collection for researchers trying to locate family roots. The SC Tennis Hall of Fame (SCTHF) celebrates the achievements of SC's famous tennis stars. The North End Gallery promotes traveling collections of interesting artifacts. Quarterly exhibits are curated in this space. Temporary exhibits in 2017 included *Wheels on Fire, Jazz: More Than Just the Music, Air, Wind and Space* and *Fins, Feathers, Claws, and Paws: Living with Creatures*. The Center Section Performance Hall is open for meeting and event rentals.

Several yearly events are sponsored by BAMA and our staff and board members are also instrumental in the planning and implementation of the Palmetto Junior Tennis Tournament, the Standpipe Heritage and Arts Festival, and the SC Chili Cook-Off Championship. Furthermore, openings of exhibits with ancillary activities, historic trunk show presentations in area classrooms, walking tours of Belton, and participation in community events such as Boo on the Square and Christmas in Belton—all help our staff and volunteers achieve our mission and highlight our facility.

Purpose of Heritage Days at the Depot

The festival exists to encourage, promote, conserve, and honor the traditional art forms and heritage skills that make our state distinct. The overall aim of Heritage Days at the Depot is to foster in our community a greater understanding of, appreciation for, and interest in the traditional arts and skills of our forefathers. Further goals of Heritage Days at the Depot include the following: 1. to educate the public about the traditional arts and skills; 2. to promote and preserve the traditional arts and skills; 3. to exhibit/display traditional skills; and 4. to provide an enriching cultural experience for our community and visitors.

During the event, fifteen demonstrators will present to school children and the general public. The artisans include Civil War Soldier (Ken Peeples), Corn Shuck Chair Caner (George Hunter), Luthier (Steve Wilson), Herbalists (Megan MacAlystre and Chelsea Clarey), Silversmith (Joy Evans), Native American Foodways (Chris Weik), Quilter (Kathi Koon), Paper Maker (Nancy Basket), Catawba Storyteller (Keith Little Bear Brown), Decoy Carvers (Jerry and Roy Caines), Tatter (Theresa Orren), Sweetgrass Basket Sewer (Mary Graham Grant), Gullah Storyteller (Sharon Cooper Murray), Native American Dancer (Joan Walker), and Indigo Dyer (Caroline Harper).

Heritage Days at the Depot will take place on Thursday – Saturday October 4 - 6, 2018, in Belton, SC, on the grounds of the Historic Belton Train Depot. Thursday and Friday, children in grades 2 – 5 in Anderson School District Two, area home schooled students, and 2nd - 5th graders from the other four Anderson districts and private schools (approximately 2000 students) will attend at least five sessions of 20 minutes each with various presenters. Students outside District Two pay a nominal fee to attend the event.

The students will be encouraged to come back on Saturday with their families to see all of the artisans/historical interpreters share their skills. On Saturday the event is held in conjunction with our city's Standpipe Heritage and Arts Festival and the general public can view the demonstrations from 9:30 AM– 4 PM.

Expected Results and Plans for Accomplishing Results

In a 2005 survey of our museum visitors and elementary school teachers in our district, BAMA learned that our general public and especially our school children were entirely ignorant of the skills and craftsmanship that were not only necessary to survival in a harsh wilderness but also were aesthetically important to the quality of life of our ancestors. Public presentation of these skills was non-existent in our community, so BAMA initiated Heritage Days at the Depot to fill that need for the presentation of traditional skills so that an understanding of, appreciation for, and interest in these living traditions could be fostered and enhanced and their practice could be kept alive.

This event is needed in our community and will have a tremendous impact for several reasons:

1. *Enhance cultural understanding of the folk arts and crafts:* This event has become an integral part of our museum's identity and an essential avenue for enhancing our community's cultural understanding. Each year we are amazed at the comments that the students share about what they have learned and the connections they make with the artisans. For example, one student was quite surprised when he assessed, "Back in the day, you had to do everything with your hands," and another was so inspired by the Cherokee basket weaver that she said, "I am part Cherokee, so this interested me and I want to learn to how to make baskets just like her."
2. *Increase access to the arts and humanities:* The event has become such an important part of the city's festival that in 2017, **83% of visitor respondents to our survey stated that they came on Saturday just to see the heritage artisans**. Attendance in 2017, based upon number count data, was 8712 people.
3. *Increase access to the arts and humanities for our impoverished community:* Of the 2nd – 5th graders in our school district, 21% are non-white. The general population of Anderson County is 31.6% non-white. Over 17% of Anderson County residents exist below the poverty level, but in Anderson County School District Two, 57% of students receive free or reduced lunch, a good indicator of the poverty level in our rural area. This segment of our population is underserved in being provided free access to cultural events. Heritage Days at the Depot will be freely accessible to these students and community members and the event will provide this underserved population with a culturally and educationally enriched experience.
4. *Ensure living traditions remain a viable part of our community:* BAMA has demonstrated a commitment to arts and humanities programming through hosting Heritage Days at the Depot for the last twelve years. The art forms and practices that we present to our audiences contribute to the shared identity of our region and enhance the understanding of the arts in our youth, community members, and tourists to our city. With funding from your organization, BAMA will be able to achieve the goals set for Heritage Days at the Depot and ensure that South Carolina's living traditions remain a vibrant and visible part of our heritage.

Project Timeline

January – June Write grants to secure funding
Enlist heritage skills artisans

August	Create brochures, fliers, and posters; distribute throughout SC, Georgia, NC Make hotel reservations Create and copy teacher packets including pre- and post-curricular activities Update survey instruments
August – September	Schedule classes Distribute curriculum and instruction packets to teachers Create media blitz—newspapers, television, print, and billboards Contract with restaurants for food service Contact artisans to gauge needs (tables, chairs, etc)
October 4 – 6	Host Heritage Days at the Depot Collect data on surveys
November	Evaluate responses from surveys Write and send in final reports

Through the surveys completed by students, teachers, and visitors, we believe that 100% of respondents will have been engaged with a traditional art form and 100% of attendees will have gained an appreciation for, understanding of, and interest in the traditional arts and skills, thus impacting the traditional arts climate and improving the historical literacy of our community. A final report detailing the findings of our surveys, uses of funds, and effectiveness of program will be provided to Anderson County Council.

Funding Purpose

Requested funds from the Anderson County will be used to pay for food, lodging, supplies and materials to host the event.

Leadership and Project Management

The project will be managed by our museum executive director Abigail Burden with the assistance of organizer Alison Darby and several volunteers. We will contract with artisans/historical interpreters who are distinguished in their fields and who have had successful experiences presenting to audiences who attend our event.

Each year we utilize every possible medium to publicize the event, reaching an estimated 300,000 people in our region through print ads, flyers, radio and television spots, billboards, email chains, and website links. Every student in grades 2 – 5 of Anderson County School District Two will attend the two education days, and they usually convince their family members to come to the public presentation on Saturday, making the number of our underserved community increase significantly.

BAMA has the resources, experience and manpower to carry out this thirteenth year of this event, but we need your continued support to fund it.

Heritage Days at the Depot 2017
Budget

Expenses Projected:

Stipend (15 artisans x $100 per day x 3 days)	$4500.00
Administrative Costs	$1000.00
Food (3 breakfasts, 3 lunches, and snacks per person)	$1200.00
Transportation	
a. Artisan mileage reimbursement	$1500.00
b. Student bus transportation	$1500.00
Lodging (10 rooms x 3 nights x $90/nt + tax)	$3000.00
Advertising (fliers, print ads, radio spots, DVD, postage, support material for teachers)	$ 500.00
Tents/Supplies	$ 500.00
Utilities/rental/cleaning	$1200.00
Total Costs	**$14,900.00**

Secured Funding Sources for this event:

Belton Area Museum Association	$1000.00	
WebbCraft Family Foundation	$1500.00	
City of Belton HTAX	$2500.00	
SC Humanities Council	$ 250.00	
First Quality	$ 500.00	
Waste Connections (pending)	$2000.00	
SC Arts Commission (pending)	$1000.00	
	$8,750.00	
Admission	$ 600.00	(historic receipts)
Sponsorships	$ 500.00	
	$9,850.00	
Anderson County Request	**$1000.00**	
Total	**$10,850.00**	

South Carolina Secretary of State Mark Hammond

Business Entities Online

File, Search, and Retrieve Documents Electronically

BELTON AREA MUSEUM ASSOCIATION THE

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 10/28/1976

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: HEADQUARTERS

Address: 306 ANDERSON ST BELTON SC@
, South Carolina

Official Documents On File

Filing Type	Filing Date
Amendment	03/26/2004
Amendment	05/30/1977
Incorporation	10/28/1976

Former Names

Name	Filing Date
BELTON CITY MUSEUM THE	N/A

For filing questions please contact us at **803-734-2158**

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RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: Six (Ken Waters)

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

1. Name of entity requesting recreation fund appropriation: **CESA Tri County**

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **$5000.00**

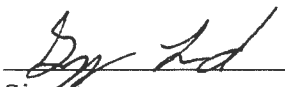
3. The purpose for which the funds are being requested:
Chemical Turf Program at Hurricane Springs Park soccer field- Through Upstate Turf Professionals. This money also helps field maintenance, fence and lighting upkeep.

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? **Yes** If so, please attach evidence of that good standing.

5. Contact Person: **Gregg Land**
Mailing Address: **18 Boland Court Greenville, SC 29615**
Phone Number: **864-423-9384**

6. Statement as to whether the entity will be providing matching funds: **CESA Tri-County invests this amount and more in field maintenance.**

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 / Gregg Land / 06/28/2018
Signature Print Name Date

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Existence, Non-Profit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

CAROLINA ELITE SOCCER ACADEMY, a Non-Profit Corporation duly organized under the laws of the State of South Carolina on December 23rd, 1992, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 7th day of June, 2012.

Mark Hammond

Mark Hammond, Secretary of State

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 6

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
   Powdersville High School Fishing Team (PVHS)
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $500.00
3. The purpose for which the funds are being requested: Support Powdersville Fishing Team
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 - Non Profit
5. Contact Person: Brian Patton
   Mailing Address: 305 Dellwood Drive Easley SC 29642
   Phone Number: 479-616-3560
   Email: bgpatton15@gmail.com
6. Statement as to whether the entity will be providing matching funds: NO MATCHING FUNDS AT THIS TIME

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

Signature	Print Name	Date
	Brian Patton	7-9-18

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 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:
   Powdersville YMCA

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $6,500 - District 6
   $5,000 - District 7

3. The purpose for which the funds are being requested:
   At the Y, we believe that today's youth are tomorrow's leaders and we have the responsibility to help develop them. The funds requested would be used to provide scholarships to youth, families and seniors served by the Powdersville YMCA. In addition, funds will also help sustain Y Mentor Anderson District 1 (ASD1) - a top-notch mentoring program serving vulnerable students from the 14 elementary, middle, and high schools in Upper Anderson County.

   In 2017, the YMCA gave out nearly $48,500 in scholarships to youth, families and seniors served by the Powdersville YMCA. Nearly $30,000 of this amount allowed youth in Anderson District 1 the opportunity to be part of life changing after school and summer camp programs. These youth were able to participate in programs that focus on achievement, relationships and belonging. For the 2018-2019 school year the YMCA will continue to serve youth through onsite after school programs at Hunt Meadows, Wren, Concrete, Powdersville, Cedar Grove, Palmetto, Spearman and West Pezler elementary schools. The reality is many kids in the Anderson School District One area cannot afford afterschool or summer camp. Many of the kids come from broken homes, places filled with alcohol, drugs and neglect. Many cannot see their parents and Aunt is doing the best she can. The YMCA gives these kids a place to escape a bad situation and truly be kids. Thanks to the scholarships awarded, many youth are in a safe place where they can learn, grow and thrive.

   Y Mentor ASD1 pairs at-risk youth with a positive adult role model to advocate on their behalf, be an encourager and a friend. Once approved, a mentor is matched with one student to meet a minimum of 30 minutes a week for at least one school year. Mentor meetings provide a safe space for the child to open up and share life's struggles with a positive adult who can provide wisdom on the issue at hand.

   Thomas was neglected and surrounded by drugs as a child. At age 2, even though Grandma stepped in to raise him and his brothers and sisters but, he lacked any male role model in his life. As a result, he made bad choices and he acted out in school. He felt hopeless and had no one to turn to. Two

years ago, his life changed forever. He met his mentor from the Y. Now, he is better behaved. He feels hopeful and has a lifelong friend in his mentor.

Like this child, many youth in ASD1 are given hope through the mentor program. The cost to operate Y Mentor Anderson District one is roughly $5,000 per school, per year. This includes all needed resources to provide a solid framework of support for volunteers, school representatives, parents and youth. With 14 schools in the district, a total of $70,000 is need to fund the program district wide. The goal for the 2018-2019 school year is to increase the number of at-risk youth served from 140 to 225.

Nearly one third of our youth in Anderson County lack multiple positive voices to shape them and help them grow into tomorrow's leaders. Data shows that in 2015, in Anderson County, 37.3% of children were living in single parent families and in 2017, 48.8% of students in ASD1 live in poverty. After school and summer camp staff, mentors and volunteers come alongside youth in difficult situations and provide a listening ear and hope for the future.

The Y is committed to meeting the needs of the community head on and we realize that begins by equipping our youth to be tomorrow's leaders. With your support, we can make this possible.

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: Heather Patel
   Mailing Address: 201 Burns Rd, Easley SC 29640
   Phone Number: 864.430.8566

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

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.

Heather Patel / Heather Patel — 8.1.2018

Signature | Print Name | Date

South Carolina Secretary of State Mark Hammond

Business Entities Online

File, Search, and Retrieve Documents Electronically

PICKENS COUNTY YOUNG MENS CHRISTIAN ASSOCIATION

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 10/25/1957

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: SIDNEY G. COLLINS

Address: 201 BURNS RD
EASLEY, South Carolina 29640

Official Documents On File

Filing Type	Filing Date
Change of Agent or Office	06/13/2011
Amendment	11/17/1997
Amendment	11/01/1994
Amendment	12/30/1964
Incorporation	10/25/1957

Former Names

Name	Filing Date
YOUNG MEN'S CHRISTIAN ASSOCIATION FOR EASLEY AND PICKENS COUNTY	N/A

For filing questions please contact us at **803-734-2158**

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**WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: District 7

Mail/Email/Fax to:
Anderson County Council Clerk
Post Office Box 8002
Anderson, SC 29622
leddleman@andersoncountysc.org
864-260-4356 (fax)

RECREATION FUND APPROPRIATIONS
Application Form
Effective July 1, 2011

1. Name of entity requesting recreation fund appropriations:
   Honea Path Fire & EMS
2. Amount of Request:
   $10,000
3. The purpose for which the funds are being requested:
   Purchase PPE (Personal Protective Equipment)
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: Chief James A. Smith
   Mailing Address: 204 S. Main St. Honea Path SC 29654
   Telephone number: (864) 369-2976
6. Statement as to whether the entity will be providing matching funds:
   we would be able to match funds if awarded

REQUIRED DOCUMENATION 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.

James A. Smith
Signature

James A. Smith, Chief
Print Name

July 26, 2018

M. Cindy Wilson
Anderson County Council
Post Office Box 8002
Anderson, SC 29622

Dear Ms. Wilson,

OFFICE OF THE PRESIDENT

James P. Clements, Ph.D.
201 Sikes Hall
Clemson, South Carolina
29634-5002

P 864-656-3413
F 864-656-4676

Thank you for your letter and for bringing the resolution recognizing our National Eventing Champions to my attention. This group of students is worthy of the honor and I appreciate the Anderson County Council's work to make it happen. It is always great to hear when Clemson comes out on top!

Our Sen. T. Ed Garrison Arena Complex is a treasure for Clemson, the Upstate and South Carolina. The collaboration among Anderson County Council, all three counties, the S.C. Upstate Equine Council, and Clemson University supports local industry, development, and education.

Thank you for your leadership and your support of higher education and public service in this state, and for all that you do for Clemson University!

Sincerely,

James P. Clements

James P. Clements, Ph.D.
President

ANDERSON
COUNTY
SOUTH CAROLINA

Director PAWS
Dr. Kim Sanders
Anderson County, SC

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

Thanks to the staff at PAWS.

On July 19 2018 at about 11:00am my wife and I brought a stray male cat to PAWS to be neutered. Although the facility did not open until 12pm members of the staff let us in to drop off the cat. They were very kind and professional. After getting our information they told us the neutering would be done that afternoon and we could pick him up around 5:00pm. We returned a little after that time and picked up the cat. The staff again was very friendly, professional, and all the paper work was in order. This was all done very efficiently and professionally and we wish to congratulate the staff and supervisors for running such a professional operation.

Before taking the cat out we walked through the rest of the shelter to look at the cats and dogs. All of the kennels were clean and well kept as were the cages where smaller animals were being held. There were several customers in the facility and all were being treated in a very professional and courteous manner. Again we wish to applaud the staff at PAWS and Dr. Sanders for the excellent job they are doing and the fact that this shelter has now become a no kill shelter. This is something to be very proud of. We believe the work at PAWS is setting a standard for the rest of South Carolina. Keep up the great work and continue to make Anderson County proud of the exceptional work you are doing.

Respectfully,

Tom and Jan Allen

July 31, 2018

DISTRICT 1 - SPECIAL PROJECTS
001-5829-001-241
FY Ended June 30, 2019

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	1,259.43
			To YMCA during budget process	(2,500.00)
7/10/2018	7/18/2018	61880	Anderson YMCA (Midnight Flight)	(5,000.00)
			SUB-TOTAL	23,759.43
			Committed:	
			Ending Balance	23,759.43

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

Lacey Croegaert, Clerk to Council **DATE:**

Jana Pressley

Jana Pressley, Assistant Finance Manager **DATE: July 31, 2018**

July 31, 2018

DISTRICT 2 - SPECIAL PROJECTS
001-5829-002-241
FY Ended June 30, 2019

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	10,041.23
			SUB-TOTAL	40,041.23
			Committed:	
8/15/2017			Games for Rehab Center	(341.23)
			Ending Balance	39,700.00

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

Lacey Croegaert, Clerk to Council — DATE:

Jana Pressley, Assistant Finance Manager — DATE: July 31, 2018

July 31, 2018

DISTRICT 3 - SPECIAL PROJECTS
001-5829-003-241
FY Ended June 30, 2019

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	136.54
7/10/2018	7/20/2018	1001	Transfer to District 5	(2,000.00)
7/10/2018	7/18/2018	61881	Anderson YMCA (Midnight Flight)	(300.00)
7/10/2018	7/18/2018	61735	Distinguished Young Women of Anderson County	(200.00)
7/10/2018	7/18/2018	61780	Leverette-Thomas American Legion (Insurance on Bldg)	(1,300.00)
7/10/2018	7/18/2018	61874	Widows Watchman Ministries	(200.00)

SUB-TOTAL 26,136.54

Committed:

Ending Balance 26,136.54

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

Lacey Croegaert, Clerk to Council DATE:

Jana Pressley, Assistant Finance Manager DATE: July 31, 2018

July 31, 2018

DISTRICT 4 - SPECIAL PROJECTS
001-5829-004-241
FY Ended June 30, 2019

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	9,606.99
7/10/2018	7/18/2018	61882	Anderson YMCA (Midnight Flight)	(300.00)
7/10/2018	7/18/2018	61736	Distinguished Young Women of Anderson County	(300.00)
7/10/2018	7/18/2018	61874	Widows Watchman Ministries	(200.00)
			SUB-TOTAL	**38,806.99**
			Committed:	
			Ending Balance	**38,806.99**

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

Lacey Croegaert, Clerk to Council — DATE:

Jana Pressley, Assistant Finance Manager — DATE: July 31, 2018

July 31, 2018

DISTRICT 5 - SPECIAL PROJECTS
001-5829-005-241
FY Ended June 30, 2019

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	11,394.77
			To YMCA during budget process	(2,500.00)
7/10/2018			Traanfer From District 3	2,000.00
7/10/2018	7/18/2018	61737	Distinguished Young Women of Anderson County	(300.00)
7/10/2018	7/18/2018	61874	Widows Watchman Ministries	(200.00)
			SUB-TOTAL	40,394.77

Committed:

Ending Balance	40,394.77

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

Lacey Croegaert, Clerk to Council — DATE:

Jana Pressley, Assistant Finance Manager — DATE: July 31, 2018

July 31, 2018

DISTRICT 6 - SPECIAL PROJECTS
001-5829-006-241
FY Ended June 30, 2019

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	1,194.45
7/10/2018	7/18/2018	61738	Distinguished Young Women of Anderson County	(500.00)

SUB-TOTAL 30,694.45

Committed:

Ending Balance 30,694.45

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

Lacey Croegaert, Clerk to Council DATE:

Jana Pressley, Assistant Finance Manager DATE: July 31, 2018

July 31, 2018

DISTRICT 7 - SPECIAL PROJECTS
001-5829-007-241
FY Ended June 30, 2019

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	300.00
7/10/2018	7/18/2018	61707	Caroline Commnity Center	(5,000.00)
7/10/2018	7/18/2018	61739	Distinguished Young Women of Anderson County	(300.00)
7/10/2018	7/18/2018	61874	Widows Watchman Ministries	(2,000.00)

SUB-TOTAL 23,000.00

Committed:

Ending Balance 23,000.00

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

Lacey Croegaert, Clerk to Council DATE:

Jana Pressley, Assistant Finance Manager DATE: July 31, 2018

June 30, 2018

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

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	8,309.43
7/19/2016	7/27/2017	JE 9009	East West Parkway Solar Panels	(2,300.00)
7/18/2017	8/16/2017	49737	Anderson Jets Track Club	(500.00)
8/15/2017	8/23/2017	50037	Habitat for Humanity	(4,000.00)
8/15/2017	8/23/2017	50127	Widows Watchman	(2,000.00)
9/5/2017	9/14/2017	50662	Anderson Cavaliers	(300.00)
9/5/2017	9/14/2017	50664	Anderson Co 4-H Coop Ext	(300.00)
9/19/2017	10/4/2017	51411	Anderson County Humane Society	(250.00)
9/19/2017	10/4/2017	51460	Crescent High - Bass Team	(250.00)
9/19/2017	10/4/2017	51607	Upstate Warrior Solutions	(5,000.00)
10/3/2017	10/11/2017	51924	Anderson YMCA	(5,000.00)
10/3/2017	10/11/2017	51902	United Way	(750.00)
10/17/2017	10/25/2017	52448	Anderson Life Crisis Pregnancy Center	(2,000.00)
11/21/2017	12/6/2017	53980	Foothills Community Foundation	(5,000.00)
11/21/2017	12/6/2017	54093	Tackling the Streets	(250.00)
1/16/2018	1/31/2018	55888	SCAPA Conference (J Parkey)	(200.00)
1/16/2018	1/31/2018	55901	Area 14 Special Olympics (You Are Beautiful Pageant)	(200.00)
2/6/2018	2/14/2018	56242	ACTC Student Radio	(250.00)
2/21/2018	2/28/2017	56806	Proverbs Mentoring Organization	(1,000.00)
2/21/2018	2/28/2017	56657	Anderson Free Clinic	(4,000.00)
3/6/2018	3/21/2018	57496	Foothills Alliance	(2,500.00)
3/20/2018	3/28/2018	57816	Meals on Wheels	(500.00)
6/19/2018	6/29/2018	61297	WLS Foundation (Veterans Outreach)	(250.00)
6/19/2018	6/29/2018	61124	JETS Track Club	(250.00)
			SUB-TOTAL	1,259.43
			Committed:	
			Ending Balance	1,259.43

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

Lacey Croegaert, Clerk to Council — DATE:

Jana W. Pressley — Jana Pressley, Assistant Finance Manager — DATE: 06/30/18

June 30, 2018

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

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	7,048.99
8/15/2017	9/5/2017	Credit Card	Wal Mart (Games for Rehab Center)	(536.35)
8/15/2017	9/5/2017	Credit Card	Target (Games for Rehab Center)	(1,122.42)
9/19/2017	10/4/2017	51551	South Main Chapel and Mercy Center	(7,000.00)
11/7/2017	11/15/2017	53351	Shalom House	(1,000.00)
11/7/2017	11/15/2017	53346	SC DSS Foster Program	(2,000.00)
11/21/2017	12/6/2017	54401	Homeland Park Fire	(500.00)
2/21/2018	2/28/2017	56806	Proverbs Mentoring Organization	(2,000.00)
2/21/2018	2/28/2017	56737	Hejaz Circus	(500.00)
3/20/2018	3/28/2018	57868	SC Special Olympics	(300.00)
5/1/2018	5/9/2018	59379	Empowerment Resource Fund *(Men at Work)*	(300.00)
5/16/2018	5/23/2018	59842	YMCA of Anderson	(10,000.00)
5/16/2018	5/23/2018	59767	Nevitt Forest Elementary School	(1,748.99)
			SUB-TOTAL	10,041.23
			Committed:	
8/15/2017			Games for Rehab Center	(341.23)
			Ending Balance	9,700.00

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

Lacey Croegaert, Clerk to Council — DATE:

Jana W. Pressley — Jana Pressley, Assistant Finance Manager — DATE: 06/30/18

June 30, 2018

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

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	2,436.54
7/18/2017	8/16/2017	49737	Anderson Jets Track Club	(500.00)
7/18/2017	8/16/2017	49764	City of Belton (Recreation Equipment)	(5,000.00)
7/18/2017	8/16/2017	49818	Iva Recreation (Fence for Rec Center)	(5,000.00)
7/18/2017	8/16/2017	49892	Town of Starr (Picnic Shelter and Park Area)	(2,500.00)
8/15/2017	8/23/2017	50036	Grove Fire Department	(3,000.00)
8/15/2017	8/23/2017	50064	Miss SC Organization	(300.00)
8/15/2017	8/23/2017	50096	Shalom	(300.00)
8/15/2017	8/23/2017	50127	Widows Watchman	(300.00)
9/5/2017	9/13/2017	50664	Anderson Co 4-H Coop Ext	(250.00)
9/5/2017	9/13/2017	50669	Anderson School Dist. 2 (Special Needs Event)	(500.00)
9/5/2017	9/13/2017	50678	Belton Area Museum	(1,000.00)
9/5/2017	9/13/2017	50687	Bowie Old Farm Reunion	(2,000.00)
9/5/2017	9/13/2017	50701	City of Belton (Fire Dept. -Walk to Remember Event)	(500.00)
9/5/2017	9/13/2017	50665	SC Genealogical Society	(250.00)
9/19/2017	10/4/2017	51412	Anderson County Humane Society	(200.00)
9/19/2017	10/4/2017	51431	Belton Center of the Arts	(500.00)
9/19/2017	10/4/2017	51460	Crescent High - Bass Team	(750.00)
9/19/2017	10/4/2017	51607	Upstate Warrior Solutions	(1,000.00)
10/3/2017	10/11/2017	51925	Anderson YMCA	(250.00)
10/3/2017	10/11/2017	51902	United Way	(250.00)
10/17/2017	10/25/2017	52448	Anderson Life Crisis Pregnancy Center	(1,000.00)
11/21/2017	12/6/2017	54093	Tackling the Streets	(250.00)
11/21/2017	12/6/2017	54085	Starr Athletic Assoc	(5,000.00)
1/16/2018	1/31/2018	55888	SCAPA Conference (J Parkey)	(200.00)
1/16/2018	1/31/2018	55901	Area 14 Special Olympics (You Are Beautiful Pageant)	(200.00)
2/6/2018	2/14/2018	56242	ACTC Student Radio	(300.00)
3/6/2018	3/21/2018	57478	City of Belton (Belton Alliance)	(3,000.00)
3/6/2018			From Dist 5 Recreation	2,000.00
			SUB-TOTAL	**136.54**

Committed:

Ending Balance **136.54**

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

Lacey Croegaert, Clerk to Council — DATE:

Jana W. Pressley — Jana Pressley, Assistant Finance Manager — DATE: 06/30/18

June 30, 2018

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

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	4,806.99
7/18/2017	8/16/2017	49778	Distinguished Young Women	(300.00)
7/18/2017	8/16/2017	49858	Salvation Army	(300.00)
7/18/2017	8/16/2017	49893	Townville Recreation Dept. (Operating Exp)	(4,000.00)
8/15/2017	8/23/2017	50037	Habitat for Humanity	(200.00)
8/15/2017	8/23/2017	50064	Miss SC Organization	(300.00)
8/15/2017	8/23/2017	50096	Shalom	(500.00)
8/15/2017	10/4/2017	51535	Pendleton Recreation	(6,000.00)
9/5/2017	9/13/2017	50664	Anderson Co 4-H Coop Ext	(300.00)
9/5/2017	9/13/2017	50665	SC Genealogical Society	(300.00)
9/19/2017	10/4/2017	51413	Anderson County Humane Society	(500.00)
9/19/2017	10/4/2017	51607	Upstate Warrior Solutions	(1,000.00)
10/3/2017	10/11/2017	51926	Anderson YMCA	(250.00)
10/3/2017	10/11/2017	51902	United Way	(250.00)
11/21/2017	12/7/2017	54093	Tackling the Streets	(500.00)
1/16/2018	1/31/2018	55888	SCAPA Conference (J Parkey)	(200.00)
1/16/2018	1/31/2018	55901	Area 14 Special Olympics (You Are Beautiful Pageant)	(200.00)
2/6/2018	2/14/2018	56242	ACTC Student Radio	(600.00)
3/6/2018	3/21/2018	57497	Foothills Alliance	(1,000.00)
3/6/2018	3/21/2018	57434	Anderson School Dist 4 (Archery)	(2,000.00)
3/6/2018	3/21/2018	57528	New Light Community Center	(1,000.00)
4/3/2018	4/11/2018	58350	Townville Recreation	(4,000.00)
4/3/2018	4/11/2018	58306	Safe Harbor	(500.00)
5/1/2018	5/16/2018	59556	Cancer Association of Anderson	(500.00)
6/19/2018	6/29/2018	61297	WLS Foundation (Veterans Outreach)	(250.00)
6/19/2018	6/29/2018	61124	JETS Track Club	(250.00)
			SUB-TOTAL	**9,606.99**

Committed:

Ending Balance **9,606.99**

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

Lacey Croegaert, Clerk to Council **DATE:**

Jana W. Pressley

Jana Pressley, Assistant Finance Manager **DATE: 06/30/18**

June 30, 2018

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

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	6,864.77
7/18/2017	8/16/2017	49726	American Red Cross	(1,500.00)
7/18/2017	8/16/2017	49779	Distinguished Young Women	(300.00)
7/18/2017	8/16/2017	49858	Salvation Army	(1,425.00)
7/18/2017	2/14/2018	56341	LC Chamblee Concrete - (Repairs to Equinox Park Shelter Roof)	(1,830.00)
8/15/2017	8/23/2017	50064	Miss SC Organization	(475.00)
8/15/2017	8/23/2017	50096	Shalom	(720.00)
8/15/2017	8/23/2017	50097	Shepherd's Guild	(220.00)
9/5/2017	9/13/2017	50662	Anderson Cavaliers	(300.00)
9/5/2017	9/13/2017	50664	Anderson Co 4-H Coop Ext	(500.00)
9/5/2017	9/13/2017	50665	SC Genealogical Society	(300.00)
9/19/2017	10/4/2017	51414	Anderson County Humane Society	(500.00)
9/19/2017	10/4/2017	51460	Crescent High - Bass Team	(250.00)
9/19/2017	10/4/2017	51607	Upstate Warrior Solutions	(1,450.00)
10/3/2017	10/11/2017	51902	United Way	(500.00)
10/17/2017	10/25/2017	52448	Anderson Life Crisis Pregnancy Center	(1,000.00)
11/21/2017	12/6/2017	54093	Tackling the Streets	(3,500.00)
1/16/2018	1/31/2018	55888	SCAPA Conference (J Parkey)	(600.00)
1/16/2018	1/31/2018	55901	Area 14 Special Olympics (You Are Beautiful Pageant)	(600.00)
2/6/2018	2/14/2018	56242	ACTC Student Radio	(250.00)
2/21/2018	2/28/2017	56738	Hejaz Circus	(500.00)
3/6/2018	3/21/2018	57498	Foothills Alliance	(500.00)
3/6/2018			Transfer to District 3 Recreation	(2,000.00)
3/20/2018	3/28/2018	57869	SC Special Olympics	(1,000.00)
4/3/2018	4/11/2018	58307	Safe Harbor	(500.00)
6/5/2018	6/13/2018	60508	Homeland Park Fire	(3,500.00)
6/19/2018	6/29/2018	61297	WLS Foundation (Veterans Outreach)	(250.00)
6/19/2018	6/29/2018	61124	JETS Track Club	(1,000.00)
			SUB-TOTAL	11,394.77

Committed:

Ending Balance 11,394.77

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

Lacey Croegaert, Clerk to Council DATE:

Jana W. Pressley

Jana Pressley, Assistant Finance Manager DATE: 06/30/18

June 30, 2018

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

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	2,719.45
7/18/2017	8/16/2017	49780	Distinguished Young Women	(300.00)
7/18/2017	8/16/2017	49801	Greater Easley Chamber	(400.00)
7/18/2017	8/22/2017	JE 9199	Parks Dept. - Saluda River Rally	(2,500.00)
8/15/2017	8/23/2017	50002	CESA	(3,000.00)
8/15/2017	8/23/2017	50026	Foothills Foundations	(3,000.00)
8/15/2017	8/23/2017	50064	Miss SC Organization	(475.00)
8/15/2017	8/23/2017	50079	Powdersville High School Bass Team	(500.00)
8/15/2017	8/23/2017	50096	Shalom	(300.00)
9/5/2017	9/13/2017	50665	SC Genealogical Society	(300.00)
9/5/2017	9/13/2017	50855	YMCA Powdersville	(5,000.00)
10/3/2017	10/13/2017	JE 9039	PARD Match Hurricane Springs Park	(2,500.00)
10/17/2017	10/25/2017	52448	Anderson Life Crisis Pregnancy Center	(1,000.00)
11/21/2017	12/7/2017	53981	Foothills Community Foundation	(5,000.00)
2/6/2018	2/14/2018	56434	Wren Youth Association	(2,000.00)
3/20/2018	3/28/2018	57704	CVB	(1,500.00)
3/20/2018	3/28/2018	57837	Powdersville League of Athletes (PLAY)	(2,000.00)
6/5/2018	6/30/2018	JE 9130	Parks Department - Saluda River rally	(1,500.00)
6/19/2018	6/29/2018	61297	WLS Foundation (Veterans Outreach)	(250.00)
			SUB-TOTAL	1,194.45

Committed:

Ending Balance 1,194.45

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

Lacey Croegaert, Clerk to Council DATE:

Jana W. Pressley

Jana Pressley, Assistant Finance Manager DATE: 06/30/18

June 30, 2018

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

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2017 - 2018	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	0.00
7/18/2017	8/16/2017	49781	Distinguished Young Women	(300.00)
7/18/2017	8/16/2017	49891	Town of Honea Path (Fire and EMS personal protection)	(5,000.00)
7/18/2017	8/22/2017	JE 9016	Parks Dept. - Friendship Walking Track Fencing	(1,500.00)
7/18/2017	8/22/2017	JE 9199	Parks Dept. - Saluda River Rally	(2,500.00)
8/15/2017	8/23/2017	49970	Anderson Free Clinic (Honea Path)	(1,000.00)
8/15/2017	8/23/2017	50004	Cheddar Youth Center	(3,500.00)
8/15/2017	8/23/2017	50042	Honea Path Dogwood Garden Club	(1,200.00)
8/15/2017	8/23/2017	50074	Pelzer Heritage Council	(3,500.00)
8/15/2017	8/23/2017	50096	Shalom	(300.00)
8/15/2017	8/23/2017	50127	Widows Watchman	(2,000.00)
8/15/2017	9/20/2017	51074	Williamston Action Comm \ Caroline Community Center	(5,000.00)
9/5/2017	9/13/2017	50664	Anderson Co 4-H Coop Ext	(500.00)
9/5/2017	9/13/2017	50669	Anderson School Dist. 2 (Special Needs Event)	(500.00)
9/5/2017	9/13/2017	50665	SC Genealogical Society	(300.00)
9/19/2017	10/4/2017	51415	Anderson County Humane Society	(100.00)
9/19/2017	10/4/2017	51594	Town of West Pelzer	(2,000.00)
9/19/2017	10/4/2017	51607	Upstate Warrior Solutions	(100.00)
1/16/2018	1/31/2018	55888	SCAPA Conference (J Parkey)	(200.00)
2/6/2018	2/14/2018	56242	ACTC Student Radio	(200.00)
			SUB-TOTAL	300.00
			Committed:	
			Ending Balance	300.00

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

Lacey Croegaert, Clerk to Council — DATE:

Jana W. Pressley — Jana Pressley, Assistant Finance Manager — DATE: 06/30/18

District 1 Paving Report

Through June 30, 2018

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

AVAILABLE	$18,460.52

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

Projects/Towns-Cities/Other

Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson	-	$0.00	$0.00	
10/21/2014	East-West Connector		$15,000.00	$15,000.00	7/27/2017
10/19/2016	Solar Lighting E-W Pkwy / Brown Road Boat Ramp		$70,000.00	$70,000.00	7/27/2017
11/2/2016	Civic Center	Upgrade roads, landscaping	$119,000.00	$56,306.16	incomplete
11/2/2016	Senior Citizens	Pave parking lot	$20,000.00	$13,200.52	7/31/2017
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	$6,500.00	$3,903.03	incomplete
		Totals:	$230,500.00	$158,409.71	

District 1 Paving Plan

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2018

Prepared By: Sherry McGraw — Roads & Bridges — *Sherry McGraw*

Date — *July 5, 2018*

Certified By: Neil Carney — Neil Carney — NCW

Date — 7-12-18

District 2 Paving Report

Through June 30, 2018

FY17-18 Budget includes Carryforward from FY16-17 Budget	$166,090.00
Committed	$97,088.00

AVAILABLE	**$69,002.00**

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

Projects/Cities&Towns/Other

Approval Date	Project	Scope	Appropriated Amount	Toatal Project Spent To-Date	Completion Date
7/7/2015 & 2/6/2018	City of Anderson (recalled 2/6/18)	Grading/Drainage	$75,000 - $75,000	$0.00	2/6/2018
8/15/2017	Free Clinic		$30,000.00	$30,000.00	11/6/2017
4/3/2018	South Main Chapel & Mercy Ctr	Paving	$6,000.00	$6,000.00	4/18/2018
		Totals:	$36,000.00	$36,000.00	

District 2 Paving Plan

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2018

Prepared By: Sherry McGraw Roads & Bridges — *Sherry McGraw*

Date — *July 5, 2018*

Certified By: Neil Carney — Neil Carney — NMC

Date — 7-12-18

District 3 Paving Report

Through June 30, 2018

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

AVAILABLE	**$818.39**

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

Projects/Towns&Cities/Other

Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/8/2013	Town of Iva	Grading/Drainage	$45,000.00	$21,040.24	Incomplete
7/7/2015	Town of Iva	Grading/Drainage	$16,250.00	$0.00	Incomplete
7/7/2015	Town of Starr	Grading/Drainage	$8,000.00	$5,518.30	Incomplete
7/7/2015 & 5/15/18	City of Belton (recalled 5/15/18)	Grading/Drainage	$55,250 - $55,250.00	$0.00	5/15/2018
5/15/2018	Pave Belton Armory and behind Square	Pave	$55,250.00	$55,250.00	5/22/2018
		Totals:	$124,500.00	$81,808.54	

District 3 Paving Plan

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2018

Prepared By: Sherry McGraw — Roads and Bridges — *Sherry McGraw*

Date — *July 5, 2018*

Certified By: Neil Carney — Neil Carney

Date — 7-12-18

District 4 Paving Report

Through June 30, 2018

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

AVAILABLE	**$0.25**

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

Projects/Towns&Cities/Other

Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
12/2/2008	Town of Pendleton	Grading/drainage	$359,862.79	$359,862.79	3/21/2017
7/1/2015	Town of Pendleton	Grading/drainage	$39,500.00	$27,042.93	incomplete
		Totals:	$399,362.79	$386,905.72	

District 4 Paving Plan

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

We certify that the above information, to the best of our knowledge,
is up-to-date and is accurate information as of June 30, 2018

Prepared By: Sherry McGraw Roads & Bridges — *Sherry McGraw*

Date — *July 5, 2018*

Certified By: Neil Carney — Neil Carney — NCC

Date — 7-12-18

District 5 Paving Report

Through June 30, 2018

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

AVAILABLE	**$2.00**

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

Projects/Towns&Cities/Other

Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
		Totals:	$0.00	$0.00	

District 5 Paving Plan

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2018

Prepared By: Sherry McGraw Roads and Bridges — *Sherry McGraw*

Date — *July 5, 2018*

Certified By: Neil Carney — Neil Carney

Date — 7-12-18

District 6 Paving Report

Through June 30, 2018

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

AVAILABLE	**$10,700.91**

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

Projects/Towns&Cities/Other

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

District 6 Paving Plan

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of June 30, 2018

Prepared By: Sherry McGraw Roads and Bridges — *Sherry McGraw*

Date — *July 5, 2018*

Certified By: Neil Carney Neil Carney — NLW

Date — 7-12-18

District 7 Paving Report

Through June 30, 2018

FY17-18 Budget includes Carryforward from FY16-17 Budget	$114,325.00
Committed	$109,145.37

AVAILABLE	**$5,179.63**

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

Projects/Towns&Cities/Other

Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
10/19/2016	Town of Honea Path	Grading/drainage	$48,000.00	$20,412.59	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	$5,000.00	$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	$2,500.00	$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	$17,000.00	$0.00	incomplete
	Town of West Pelzer	Grading/drainage	$0.00	$0.00	
10/19/2016	Town of Williamston	Grading/drainage	$52,000.00	$13,850.24	incomplete
		Totals:	$124,500.00	$37,075.38	

District 7 Paving Plan

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

We certify that the above information, to the best of our knowledge,
is up-to-date and is accurate information as of June 30, 2018

Prepared By: Sherry McGraw — Roads and Bridges — *Sherry McGraw*

Date — *July 5, 2018*

Certified By: Neil Carney — Neil Carney

Date — 7-12-18

TRANSFERS FOR COUNCIL MEETING
August 7, 2018

FY 17-18

Co Med. 8 7 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 ~~0.00~~

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: DATE: 6-20-2018
DIVIS HEAD: DATE:
FINANCE: DATE: 6 25 18
ADMINISTRATOR: DATE: 6-27-18

Journal Entry # DATE:

Co. Med. 8 7 18

FY 17.18

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Magistrates

FROM:		TO:		AMOUNT:
TITLE	Supplies - Office	TITLE	Books and Publications	
ACCT.#	001-5057-000-269	ACCT#	001-5057-000-~~304~~ 204	1,000.00
TITLE	Jurors Fee	TITLE	Photocopier	
ACCT.#	001-5057-000-230	ACCT#	001-5057-000-347	1,000.00
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		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: 6-18 2018

DIVIS HEAD: _____ DATE: _____

FINANCE: _____ DATE: 6-18-18

ADMINISTRATOR: _____ DATE: 6-18-18

Journal Entry # _____ DATE: _____

Co Meeting 8 07 18
FY 17-18

BUDGET TRANSFER

DIVISION: Parks, Recreation & Tourism

DEPARTMENT: Parks

FROM:		TO:		AMOUNT:
TITLE	Registration Fees	TITLE	Telephone	
ACCT.#	001-5065-000-294	ACCT#	001-5065-000-275	$ 450.00
TITLE	Photocopy Equipment		Telephone	
ACCT.#	001-5065-000-347		001-5065-000-275	302.00
TITLE	Meals		Dues & Subscriptions	
ACCT.#	001-5065-000-236		001-5065-000-211	175.00

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:		DATE:	
DIVIS HEAD:		DATE:	6/20/18
FINANCE:	Nelson	DATE:	6 21 18
ADMINISTRATOR:		DATE:	6-26-18
Journal Entry #		DATE:	

Co Meeting 8 07 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:	6-27-18
Journal Entry #		DATE:	

Co Meet. 8 07 18
FY 17-18

BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: Seniors Program

FROM:		TO:		AMOUNT:
TITLE	Senior Centers	TITLE	Photocopy Equipment	
ACCT.#	15066002258	ACCT#	15066002347	311.98
TITLE	Senior Centers	TITLE	Advertising	
ACCT.#	15066002258	ACCT#	15066002201	700.00
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
		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. 8 07 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	Training for Employees	TITLE	Dues & Subscriptions	
ACCT.#	5064-000-277	ACCT#	5064-000-211	$ $47.00

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: Beverly Childs **DATE:** 06/15/2018

DIVIS HEAD: **DATE:** 6/19/18

FINANCE: **DATE:** 6 25 18

ADMINISTRATOR: **DATE:** 6-27-18

Journal Entry # **DATE:**

Co Meet. 8 7 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	TITLE	Computer Software	
ACCT.#	5064-000-243	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:	[signature]	DATE:	06/15/2018
DIVIS HEAD:	[signature]	DATE:	6/19/18
FINANCE:	[signature]	DATE:	6 25 18
ADMINISTRATOR:	[signature]	DATE:	6-27-18
Journal Entry #		DATE:	

Co Meeting 8 7 18
FY 17-18

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Environmental Enforcement

FROM:		TO:		AMOUNT:
TITLE	Fuel + Oil	TITLE	Meals	
ACCT.#	001-5182-000-216	ACCT#	001-5182-000-236	75.00
TITLE	Fuel + Oil	TITLE	telephone	
ACCT.#	001-5182-000-216	ACCT#	001-5182-000-275	200.00
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
		Total		0.00

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

REASON:
meals-underestimated the cost during budget preparations.
meals for training, seminars, Great Anderson Co Clean up
telephone- was not aware of the amount of Ipads 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: [signature] DATE: 6/18/18
DIVIS HEAD: [signature] DATE: 6/18/18
FINANCE: [signature] DATE: [illegible]
ADMINISTRATOR: [signature] DATE: 6-26-18

Journal Entry # _____ DATE: _____

Co meet. 8 7 18

FY 17-18

BUDGET TRANSFER

DIVISION: public works

DEPARTMENT: administration

FROM:		TO:		AMOUNT:
TITLE	professional services	**TITLE**	photocopy	
ACCT.#	001-5225-000-304	**ACCT#**	001-5225-000-347	$ 600
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:	[signature]	**DATE:**	6/15/18
DIVIS HEAD:	[signature]	**DATE:**	6/15/18
FINANCE:	[signature]	**DATE:**	6/20/18
ADMINISTRATOR:	[signature]	**DATE:**	6-26-18
Journal Entry #		**DATE:**	

Consent. 8 7 18
FY 17-18

BUDGET TRANSFER

DIVISION: HEALTH

DEPARTMENT: 5331

FROM:		TO:		AMOUNT:
TITLE ACCT.#	PHOTOCOPY EQUIP/MAINT 001-5331-000-347	TITLE ACCT#	ELECTRICITY & GAS 001-5331-000-212	300.00
TITLE ACCT.#		TITLE ACCT#		
TITLE ACCT#		TITLE ACCT#		
TITLE ACCT.#		TITLE ACCT#		
TITLE ACCT.#		TITLE ACCT#		
		Total		300.00

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

REASON:
ELECTRICITY EXPENDITURES EXCEEDED ANTICIPATED ALLOCATION. SATISFTY ENDING FY INVOICES WITH EXCESS FUNDS FROM PHOTOCOPY EQUIPMENT/MAINTENANCE.

Is this transfer within your department? (Circle One) (YES)

Is this transfer within your division? (Circle One) (YES)

DEPT. HEAD: Renee Campbell DATE: 6-20-18
DIVIS HEAD: DATE:
FINANCE: DATE: 6 20 18
ADMINISTRATOR: DATE: 6-26-18
Journal Entry # DATE:

Co mtg 8-7-18
17-18

BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: ASEC

FROM:		TO:		AMOUNT:
TITLE	ELECTRICITY & GAS	TITLE	PROFESSIONAL SERVICES	
ACCT.#	001-5955-001-212	ACCT#	001-5955-001-304	735.88
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		

Total 0.00

735.88

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

REASON:
MONEY NEEDED TO PAY EPI FOR DIXIE YOUTH BASEBALL TOURNAMENT, COULD NOT TAKE FROM OUT REVENUE ACCOUNT.

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:**	6/27/18
FINANCE:		**DATE:**	
ADMINISTRATOR:		**DATE:**	7-3-18
Journal Entry #		**DATE:**	

Co Mtg 8 7 18
17-18

BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: 5064 Anderson County Museum

	FROM:		TO:		AMOUNT:
#1	TITLE	Registration Fees	TITLE	Supplies Special Dept	
	ACCT.#	5064-000-294	ACCT#	5064-000-273	500.00
	TITLE	Postage	TITLE	Supplies Special Dept	
	ACCT.#	5064-000-243	ACCT#	5064-000-273	75.00
	TITLE		TITLE		
	ACCT#		ACCT#		
	TITLE		TITLE		
	ACCT.#		ACCT#		
	TITLE		TITLE		
	ACCT.#		ACCT#		

Total

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

REASON:

Educational materials and kiosks for children's interactives for gallery. Light bulbs for gallery,

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

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

DEPT. HEAD: Beverly Crabb DATE: 6/26/18

DIVIS HEAD: DATE: 6/27/18

FINANCE: DATE:

ADMINISTRATOR: DATE: 7-3-18

Journal Entry # DATE:

Co Meet 8 7 18
17-18

BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: 5064 Anderson County Museum

	FROM:		TO:		AMOUNT:
#1	TITLE	Training	TITLE	Computer softwear	
	ACCT.#	5064-000-277	ACCT#	5064-000-277	563.87
	TITLE		TITLE		
	ACCT.#		ACCT#		
	TITLE		TITLE		
	ACCT#		ACCT#		
	TITLE		TITLE		
	ACCT.#		ACCT#		
	TITLE		TITLE		
	ACCT.#		ACCT#		

Total 563.87

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

REASON:

#1 Not enough money in my computer software to pay for Past Perfect Online hosting which is $360 and Past Perfect service contract which is $432.

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

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

DEPT. HEAD: Beverly Anderson **DATE:** 6/26/18

DIVIS HEAD: [signature] **DATE:** 6/27/18

FINANCE: **DATE:**

ADMINISTRATOR: [signature] **DATE:** 7-3-18

Journal Entry # **DATE:**

Co Mgt 8 7 18
17-18

BUDGET TRANSFER

DIVISION: Administration

DEPARTMENT: Planning (5062)

FROM:		TO:		AMOUNT:
TITLE	Advertising	TITLE	Computer Software	
ACCT.#	001-5062-000-201	ACCT#	001-5062-000-209	500.00
TITLE	Telephone	TITLE	Office Supplies	
ACCT.#	001-5062-000-275	ACCT#	001-5062-000-269	340.00
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
		Total		840.00

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

REASON:

including Community Analyst and office supplies for new hire.

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

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

DEPT. HEAD: _____ DATE: 06/25/2018

DIVIS HEAD: _____ DATE: _____

FINANCE: _____ DATE: _____

ADMINISTRATOR: _____ DATE: 7-3-18

Journal Entry # _____ DATE: _____

Co mect 8.7.18
17.18

BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: CIVIC CENTER

FROM:		TO:		AMOUNT:
TITLE	REPAIRS TO BUILDING	TITLE	OFFICE SUPPLIES	
ACCT.#	001-5955-000-250	ACCT#	001-5955-000-269	1540.00
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		

Total ~~0.00~~ $1540.00

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

REASON:
WE HAVE UPCOMING EVENTS THAT REQUIRE HAVING PROJECTORS AND SCREENS.

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:	1/2/18
FINANCE:		DATE:	
ADMINISTRATOR:		DATE:	1-3-18
Journal Entry #		DATE:	

Co mgeet 8-7-18
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: Sheriff's Office

DEPARTMENT: Forensics Laboratory

FROM:		TO:		AMOUNT:
TITLE	Automobile Supplies	TITLE	Repairs to Equipment	
ACCT.#	001-5141-001-262	ACCT#	001-5141-001-251	$ 900.00

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

REASON:

Emergency repair of a crucial piece of equipment required to complete casework and solve crimes. This repair was due to the manufacturer declaring an end of life of one component of this digital system without which the entire system would not work. This piece of equipment I used everyday to solve cases and generate case lead data. It is a necessary and fundemantal piece of equipment to maintain operational status.

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

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

DEPT. HEAD: [signature] DATE: 6/27/18

DIVIS HEAD: _____ DATE: _____

FINANCE: _____ DATE: _____

ADMINISTRATOR: [signature] DATE: 7-3-18

Journal Entry # _____ DATE: _____

Co Mtg 8.7.18

FY 17-18

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Stormwater

FROM:		TO:		AMOUNT:
TITLE	Legal	TITLE	Repairs	
ACCT.#	415-5613-000-315	ACCT#	415-5613000-252	1,200.00
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT.#		ACCT#		
		Total		1,200.00

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

REASON:
Repair budget request was inadvertantly changed from $5000 to $500.

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

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

DEPT. HEAD: [signature] DATE: 6/28/18

DIVIS HEAD: [signature] DATE: 6/28/18

FINANCE: [signature] DATE: 7-17-18

ADMINISTRATOR: DATE: 7-17-18

Journal Entry # DATE:

Anderson County Sheriff's Office- June Metrics	
Uniform Patrol	
Average Daily Calls for Service	385
Total Calls for Service	11,556
Total Number of Incident Reports	1,549
Total Number of Arrests	464
Total Number of "Domestic" Incident	65
Total Number of "Unlawful Conduct Towards a Child" Reports	6
Animal Control	
Average Daily Calls for Service	755
Total Calls for Service	26
Total Number of Animals Collected and Transported	150
Total Number of State Tickets/Arrest Warrants	1
Total Number of County Ordinance Tickets/Warnings Issued	172
Communications Center (Dispatch)	
Average Daily Calls for Assistance	1,155
Total Number of Calls for Assistance	34,651
Records and Judicial Orders	
Total Number of Civil Papers Received	1,188
Total Number of Civil Papers Served	1,242
Total Number of Warrants Received	280
Total Number of Warrants Served or	528
Forensics	
Total Individual Drug Analysis Completed by Chemists	2,356
Total Number of Evidence Pieces Collected	324
Total Number of Evidence Pieces Processed	707
Total Number of CSI Calls	228
Total Number of Photos Taken	5,032
Total Number of Finger Prints Collected	254
Detention Center	
Average Daily Population	412
Total Number of Meals Served	36,428
Litter Crew: Total Miles Cleaned/Cleared	11.9
Litter Crew: Total Number of Trash Bags Processed	1,008
Litter Crew: Total Number of Tires Removed	53

Veterans Affairs
Semi-Annual Report

County: _____ **Reporting Period: 01/31/2018 thru 06/30/**

A. CLAIMS: 2835

B. HEARINGS HELD:

1. Board of Veteran's Appeals: 0 HEARINGS _____ ISSUES

2. Local Hearings: 0 HEARINGS _____ ISSUES

C. INTERVIEWS, CONSULTATIONS & OTHER CONSTITUENT CONTACTS: 3042

D. FREE TUITION CLAIMS: 2

E. SPECIAL INQUIRIES: 26

F. EDUCATION & TRAINING: 0

G. OTHER: 1755