



**ANDERSON  
COUNTY**  
SOUTH CAROLINA

**Tommy Dunn**  
Chairman  
Council District 5

**Ray Graham**  
Vice Chairman  
Council District 3

**Craig Wooten**  
Council District 1

**Gracie S. Floyd**  
Council District 2

**Thomas F. Allen**  
Council District 4

**Ken Waters**  
Council District 6

**M. Cindy Wilson**  
Council District 7

**Lacey A. Croegaert**  
Clerk to Council

**Rusty Burns**  
County Administrator

AGENDA  
ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
October 16, 2018 at 6:00  
Anderson County Civic Center  
3027 Martin Luther King Jr. Blvd.  
Anderson, SC 29625  
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**
2. **RESOLUTIONS/PROCLAMATIONS:**
  - a. **R2018-054:** a resolution to recognize and honor the Town of West Pelzer for their 100<sup>th</sup> year Centennial Anniversary. Ms. M. Cindy Wilson (allotted 5 minutes)
  - b. **R2018-056:** a resolution to honor and recognize Barker's Baptist Church on their 197<sup>th</sup> year anniversary. Ms. M. Cindy Wilson, Mr. Ray Graham (allotted 5 minutes)
  - c. **PROCLAMATION:** National Disability Awareness Month. All Council (allotted 5 minutes)
3. **ADJOURNMENT:**

AGENDA  
ANDERSON COUNTY COUNCIL  
REGULAR MEETING  
October 16, 2018 at 6:30  
Anderson County Civic Center  
3027 Martin Luther King Jr. Blvd.  
Anderson, SC 29625  
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Ray Graham
3. **APPROVAL OF MINUTES:** October 2, 2018
4. **CITIZENS COMMENTS:** Agenda Matters
5. **ORDINANCE THIRD READING:**
  - a. **2018-035:** an ordinance authorizing the lease of a portion of the Anderson Sports and Entertainment Center consisting of approximately .75 acre of Tax Parcel No. 122-00-01-001 to Duke Energy Carolinas, LLC for location of an energy storage system. **PUBLIC HEARING-NO TIME LIMITS** Mr. Rusty Burns (allotted 5 minutes)
  - b. **2018-041:** an ordinance approving the sale of approximately 4.04 acres pf property owned by Anderson County, South Carolina and located near the Southwest corner of Orange Way and Martin Road to One World Technologies, Inc. **PUBLIC HEARING-NO TIME LIMIT** Mr. Rusty Burns (allotted 5 minutes)
  - c. **2018-044:** an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010) of Anderson and Greenville Counties so to enlarge the park. (Project Avocado) **PUBLIC HEARING-NO TIME LIMITS** Mr. Burriss Nelson (allotted 5 minutes)
6. **ORDINANCE SECOND READING:**
  - a. **2018-042:** a Master Bond Ordinance to provide for the issuance and sale of Special Resource Revenue Bonds of Anderson County, South Carolina. Ms. Rita Davis (allotted 5 minutes)
  - b. **2018-043:** a Series Ordinance providing for the issuance and sale of Special Source Revenue Bonds of Anderson County, South Carolina, in the principal amount of not exceeding twenty eight million seven-hundred fifty thousand dollars (\$28,750,000). Ms. Rita Davis (allotted 5 minutes)

**7. ORDINANCE FIRST READING:**

- a. **2018-045:** an ordinance imposing a prohibition on certain motor vehicle traffic on Ballard Road (C-06-0041).  
Mr. Rusty Burns (allotted 5 minutes)
- b. **2018-046:** an ordinance to provide approval for Anderson County to Quit Claim an area of 84 square feet to the current owner of Lot 1 of Buckwood Subdivision in order that the garage located on Lot 1 does not encroach into the Right way of Oswego Road.  
Mr. Rusty Burns (allotted 5 minutes)
- c. **2018-047:** an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park. Mr. Burriss Nelson (allotted 5 minutes)  
(Project Fox)
- d. **2018-48:** an ordinance to amend Chapter 70-9:2 of the Anderson County Code of Ordinances, so as to provide compensation to members of the Board of Zoning Appeals.  
Mr. Jeff Parkey (allotted 5 minutes)
- e. **2018-049:** an ordinance to amend Chapter 38-311 of the Anderson County Code of Ordinances, so as to clarify the decision- making and public record and notification processes for preliminary subdivision proposals.  
Mr. Jeff Parkey (allotted 5 minutes)
- f. **2018-050:** an ordinance to amend Chapter 38-66 of the Anderson County Code of Ordinances, so as to provide compensation to Planning Commissioners.  
Mr. Jeff Parkey (allotted 5 minutes)

**8. RESOLUTIONS: none**

**9. REPORT FROM FINANCE COMMITTEE MEETING HELD OCTOBER 15, 2018:**

- 3. Transfers Chairman Ken Waters (allotted 15 minutes)
- 4. Bid # 19-021 Asphalt Paver
- 5. Capital
  - a. Shelving for HR
  - b. Samsung 82" Smart LED TV

**10. APPOINTMENTS: none**

**11. REQUESTS BY COUNCIL:**

All Districts (14 minutes)

Anderson County Chapter, South Carolina Genealogical Society- All Districts  
New Foundations Home for Children- District 2  
Anderson's Chapter National Federation of the Blind- District 2  
Calvary Home for Children- District 2

**12. ADMINISTRATORS REPORT:**

(Allotted 2 minutes)

- a. Building and Codes Report
- b. Special Projects Report
- c. Paving Report
- d. Budget Transfers
- e. Sheriff's Department Report

**13. CITIZENS COMMENTS:**

**14. REMARKS FROM COUNCIL:**

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

**RESOLUTION R2018-054**

**A RESOLUTION TO RECOGNIZE AND CELEBRATE THE TOWN OF WEST PELZER'S 100<sup>TH</sup> YEAR  
CENTENNIAL ANNIVERSARY AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, 2018 marks the 100th anniversary of the Town of West Pelzer; and

**WHEREAS**, the Cherokee Indians were the first settlers of present day West Pelzer; and

**WHEREAS**, Greenville Northern Railroad Corporation owned and operated a railroad that connected Anderson, Belton, and West Pelzer to Greenville and beyond; and

**WHEREAS**, an unincorporated area outside of the Pelzer area was beginning to flourish during the early 1900's textile boom; and

**WHEREAS**, John Franks, recorded the plat for a new town and received official incorporation from the South Carolina Secretary of State, named Frankville, on December 24, 1913; and

**WHEREAS**, Franks and fellow Council Members surveyed new roads and lots to expand the municipal limits of Frankville; and

**WHEREAS**, John Franks, elected officials, and citizens filed a petition to change the name of Frankville to West Pelzer on September 13, 1918; and

**WHEREAS**, special activities have been planned in the Spring to celebrate the occasion of this anniversary; and

**WHEREAS**, it is fitting that we should join in the expression of our pride and appreciation for the many civic, economic, and social benefits that West Pelzer has enjoyed over the past 100 years.

**NOW, THEREFORE**, Members of Anderson County Council, do hereby proclaim the year 2018, as:

**"TOWN OF WEST PELZER'S 100TH ANNIVERSARY"**

in the Town of West Pelzer, and urge all citizens to join with me in celebrating the Town of West Pelzer's Centennial anniversary.

**RESOLVED** in meeting duly assembled this **16<sup>th</sup>** day of **October, 2018**.

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Tommy Dunn, Chairman  
County Council  
**ATTEST:**

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

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

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



## West Pelzer

The Cherokee Indians were the first settlers of the present site of West Pelzer, which was originally called Frankville.

While there were settlers in the vicinity in the 1800's, the town of Frankville was not chartered until 1913. The original survey for the town was made by John Franks. The street lay-out in the older part of the town is the same today as called for in the original street plat, and in many cases the size of the lots is still the same. The original survey was made in the fall of 1911 and the spring of 1912.

On November 19, 1913, the first petition for a charter was filed by ten freeholder electors setting forth the corporate limits and the number of inhabitants of the proposed town. It was also stated that there was a desire to be incorporated.

A commission was issued on November 19, 1913, to W. L. Welborn, Sr., John W. Garrett and A. W. Crenshaw empowering them to provide for the registration of all electors within the corporate limits to appoint managers to hold election and to certify results of the election to the Secretary of State of South Carolina.

W. E. Allen, W. A. Elrod and D. S. Guest were appointed managers of the election. On December 24, 1913 they made a formal report that the people voted in favor of incorporation; that the name of the town would be Frankville, and that C. C. Lindman was elected intendant (mayor), with C. B. Drake, J. C. Mundy, E. S. Smith, and T. C. Stewart as wardens (aldermen). The original charter was issued December 24, 1913 by R. M. McCaron, Secretary of State.

The first officials were elected for terms of six years and during the last two-year term of their service, a new petition was filed with the Secretary of State for a change of name. By due process of law, on September 13, 1918, the name was changed from Frankville to West Pelzer.

It was that year in which the first water was piped to a part of the town. The water system was owned by C. C. Lindman and John Franks.

West Pelzer has the distinction of being the only town in Anderson County to have had a woman mayor. Mrs. John W. Garrett was elected mayor in 1923. Aldermen were Belt Boyce, E. M. Eidson, Sr., C. N. Davenport, and J. T. Simmons.

Mayor Garrett served for three months and then resigned in objection to the council's granting a license to a carnival to set up in town for a week.

R. O. Thompson was elected mayor in 1925 and reelected in 1927, resigning four months before the expiration of his second term. Mayor pro tem E. M. Eidson, Sr. finished the term as mayor. Other mayors since that time were: M. G. Proffitt, Sr., Joe Welborn, (who was 26 years old and the youngest mayor on record in the United States), E. A. Dunlap, Eddie Durham, Arthur Davis.

Although the town came much later, the first school in the vicinity was founded in 1887, just above the C. F. Eskew home. It was called Viola, and served the school needs until the 1912-13 school term.

In 1916 West Pelzer lost the high school to Pelzer, which had not had one.

West Pelzer school was part of the school consolidation in 1949 and the new district was called Pelzer-Williamston. In 1952 it became School District Number One of Anderson County. In November, 1953, West Pelzer lost its third school building by fire. All pupils attended Gossett School in Williamston for the remainder of the term and during a part of the following term. In February, 1955, the West Pelzer school opened at a new location in a new \$128,000 building.

On July 4, 1924, the Church of God of Prophecy was organized and met in front of the Southern Railway Depot until 1953 when the present building on Main Street was completed. The Church of God was organized in 1931, building a small place of worship. In 1942 a new church was built on Railroad Boulevard, and again in 1950 a move was made, this time to the brick structure on Highway 20. The West Pelzer Baptist Church was organized

During Arthur Davis' first term as mayor in 1957-59, the town had its first permanent home, the present Town Hall, which was erected at a cost of \$7,000. During his second term, a new water tank, sewage lines, and a disposal plant were installed at a cost of \$240,000.

The West Pelzer Fire Department, a part of the Anderson County Fire Protection System, has been a most valuable addition in recent years.



**RESOLUTION 2018-056**

**A RESOLUTION TO HONOR AND RECOGNIZE BARKER'S CREEK BAPTIST CHURCH ON THEIR 197th YEAR ANNIVERSARY; AND OTHER MATTERS RELATING THERETO.**

**Whereas**, Barker's Creek Baptist Church was organized on November 3, 1821 with a membership of eleven men and twelve women brought together by their Baptist faith, declaring themselves to be a church of Jesus Christ with keys of self government; and,

**Whereas**, Arthur Williams was the first pastor of Barker's Creek Baptist Church serving for twenty years; and,

**Whereas**, the first church was a log house located on the site where the current parsonage is now present. In 1855, a new house of worship was built across the road on property that was donated by William Hunt; and,

**Whereas**, in 1879 the church received the first mention of special offerings for missions during the pastorate of Reverend G. M. Rodgers. In 1891, the church was able to provide \$23.62 to State Missions, \$25.78 to Home Missions and \$20.90 to Foreign Missions; and,

**Whereas**, Barker's Creek Baptist Church has prospered and progressed over the past 197 years, building sanctuaries to host their growing congregations, a parsonage in 1950, an educational building in 1962, and an auditorium with a dedication service in January 1972 marking the 150<sup>th</sup> anniversary of the church; and,

**Whereas**, on Sunday, October 7, 2018 Barker's Creek Baptist church celebrated Homecoming, commemorating 197 years of service; and,

**Whereas**, The Anderson County Council is pleased to congratulate the members of Barker's Creek Baptist Church on their 197 year anniversary and salutes their efforts to continue to minister to the needs of others; and,

**Whereas**, the administration, residents and the Anderson County Council are pleased to honor Barker's Creek Baptist Church for their contributions to the Honea Path community and throughout Anderson County.

**RESOLVED** in meeting duly assembled this 16<sup>th</sup> day of **October, 2018**.

**FOR ANDERSON COUNTY:**

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

**ATTEST:**

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

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

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

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

## **BARKER'S CREEK BAPTIST CHURCH HISTORY**

Barker's Creek Baptist Church, located 3 ¼ miles west of Honea Path, was organized on November 3, 1821. The membership of eleven men and twelve women was found to be sound in the Baptist faith, thus declaring them to be a church of Jesus Christ with the keys of self-government. The original members were: Reuben Brock, Labon Massey, James Brock, William Hunt, Hugh Clement, Benjamin Clement, John Gantt, Enos Brock, Thomas Lord, William Lord, John Cullens, Milly Reed, Janie Hunt, Isabel Armstrong, Mary Clement, Elizabeth Shirley, Polly Smith, Clary Cullens, Ann Williams, Blaney Smith, Jencey Clement, Catherine Campbell, and Elizabeth Davis.

Arthur Williams was the first pastor of the church and served as pastor for about twenty years without any mention of compensation. The first record of delegates attending the annual meeting of Saluda Association was July 6, 1822.

According to records, the first church was a log house located on the site of our present parsonage. James Williams donated the property. In 1855 a new house of worship was built across the road on property donated by William Hunt. Barker's Creek hosted the meeting of the Saluda Association in July, 1855.

The first mention of a special offering for missions was in 1879 during the pastorate of Reverend G. M. Rodgers. In 1891, the church gave \$23.62 to State Missions, \$25.78 to Home Missions, and \$20.90 to Foreign Missions.

In 1897, the need for a new church building was discussed. The building was completed and dedicated in October, 1898.

J. Lawrence Branyon gave additional property in 1912 and in 1919. During his fourth term as pastor, Reverend D. W. Hiott encouraged the people to build a more modern building for worship in May, 1919. The building was completed in 1924.

Plans for a parsonage were made during the pastorate of Reverend Sam Putnam in 1949. The parsonage was completed in 1950. Reverend Tommy Dyar, our first full-time pastor, was also the first pastor to live in the new parsonage.

The educational building was built during the ministry of Reverend W. C. Brissie and dedicated during the ministry of Reverend W. H. Floyd. Reverend W. P. Hall, Jr. assumed the pastorate of Barker's Creek Baptist Church in August, 1962. With the church constantly growing, a new auditorium was proposed. The planning committee was composed of the following men: Horace Bell, Leonard Wilson, Colie Suell, Addison Shirley, Nathan Shirley, Robert Smith, Roy Gambrell, Jr., Harold Campbell, Raymond Parker, Leon Thomas, Walter Branyon, and Marvin Lusk.

In June, 1968, a building committee was elected. That committee was composed of David Greer (Chairman), Leonard Wilson, Howard Locke, Marvin Lusk, and Pat Clinkscales. This building was built and dedicated during the ministry of Reverend W. P. Hall, Jr. The dedication service was held in January, 1972, the 150<sup>th</sup> anniversary of the church. The old auditorium was remodeled and converted into classrooms. Its dome was preserved and is now visible in the Upper Room.

In January, 1988, during the ministry of Dr. Broadus Moody, the membership voted to build a fellowship / activities building. This building was completed and dedicated on March 12, 1989, with the oldest member of the church, Mrs. Rosa Branyon, cutting the ribbon.

Reverend Randy Creamer began his ministry in June, 1990, and resigned effective April 30, 2002, to assume a position with the North American Mission Board. Dr. Robert Miller, retired from Woodfields Baptist Church in Greenwood, served Barker's Creek as interim pastor.

Reverend Arnold Hiette began his ministry in August 2003. He became ill and was out of the pulpit five months before having a liver transplant. He resigned September 10, 2006. Dr. Robert Miller served again as interim from January 2006 through July 2007.

Pastor Wesley O. Taylor, from Hickory, NC., began his ministry on July 29, 2007.

Barker's Creek Baptist Church has had a long and illustrious history. Since its origin, it has been a church that has believed in and supported missions.

# PROCLAMATION

## Declaring October as National Disability Awareness Month

**Whereas**, as our country has been at the forefront of civil and human rights of individuals therefore, it is natural the United States recognizes and ensures the inalienable rights of people with disabilities, by passing the Americans with Disabilities Act(ADA) which South Carolina is committed to full compliance; and,

**Whereas**, America needs the knowledge, skills, talents and productivity of our 49 million people with disabilities to help energize our economy to provide individuals with disabilities the opportunity to work and reduce the \$300 billion spent annually in public assistance and lost productivity; and,

**Whereas**, persons with disabilities represent the nation's largest pool of talented, skilled, knowledgeable and hard- working people encompassing the full spectrum of race, religion, national origin, age, and gender. It is important for Anderson County to move purposefully toward diversity in the workplace because we have learned that people with the severest disabilities can learn, work, pay taxes, buy goods and services and be self-supporting If given the appropriate opportunities; and,

**Whereas**, this is the twenty- eighth anniversary of the Americans with Disabilities Act of 1990 and the seventy third anniversary of the National Disability Employment Awareness Month; and,

**Now, Therefore**, be it resolved we the Anderson County Council of Anderson, South Carolina do hereby proclaim the month of October 2018, as National Disability Awareness Month in Anderson County. We ask all citizens to recognize the tremendous potential of these disabled citizens, the quality they contribute to our culture, renewing our commitment to full inclusion and equal opportunity for them. We call on all citizens of Anderson County to observe this month with appropriate programs and activities that affirm our determination to fulfill the promise of the Americans with Disabilities Act and achieve full employment for people with disabilities.

Proclaimed this 16th day of October, 2018:

### FOR ANDERSON COUNTY:

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Tommy Dunn, Chairman  
County Council

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Craig Wooten  
District One

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Gracie S. Floyd  
District Two

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Ray Graham  
District Three

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Tom Allen  
District Four  
ATEST:

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Ken Waters  
District Six

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M. Cindy Wilson  
District Seven

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Rusty Burns  
County Administrator

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Lacey Croegaert  
Clerk to Council



State of South Carolina    )  
County   of       Anderson    )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
OCTOBER 2, 2018

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT

*Anderson County Council - County Council Meeting - October 2, 2018*

1 TOMMY DUNN: At this time I'd like to  
2 call the regular Anderson County Council meeting of  
3 October 2nd to order. I'd like to welcome each and  
4 every one of you here tonight. Sorry for any  
5 inconvenience of having the meeting over here. We've  
6 got some issues with the elevator over there, so we  
7 moved it over here. I want to appreciate and thank  
8 the Clerk of Court, Mr. Shirley, and his staff for  
9 allowing us to have it over here, and feeding us a  
10 little bit before the meeting. So thank them very  
11 much for their hospitality.

12 So at this time we'll move on to Item number 2 on  
13 the agenda, our invocation and pledge of allegiance by  
14 Councilman Wooten. If we'll all rise, please.

15 (INVOCATION AND PLEDGE OF ALLEGIANCE BY CRAIG WOOTEN)

16 TOMMY DUNN: At this time, moving on to  
17 Item number 3, approval of the minutes of the  
18 September 18, 2018 meeting. Are there any corrections  
19 or changes that needs to be made?

20 CINDY WILSON: May I, Mr. Chairman?

21 TOMMY DUNN: Ms. Wilson.

22 CINDY WILSON: Thank you. On page 51,  
23 line 48, instead of follow, the word should be  
24 following. And on page 37, line 2, Welpine is spelled  
25 W-E-L-P-I-N-E. And then on page 61, the names of  
26 Patricia Seawright, that's spelled together. And  
27 instead of Clary, that's Clardy, on lines 20 and 21.

28 TOMMY DUNN: Anything else?

29 GRACIE FLOYD: Yes.

30 TOMMY DUNN: Yes, ma'am, Ms. Floyd?

31 GRACIE FLOYD: Page 25, line 15, it says  
32 Maggie. It says the place was called Maggie's. But  
33 the word is Mattie's, M-A-T-T-I-E-S. Maggie's is  
34 listed two or three times, but the company or the  
35 place's name is Mattie's.

36 TOMMY DUNN: Any other corrections? Do  
37 we have a motion to accept the minutes with those  
38 corrections?

39 CINDY WILSON: I make a motion that we  
40 accept the minutes as amended.

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

43 TOM ALLEN: Second.

44 TOMMY DUNN: Second Mr. Allen. All in  
45 favor of the motion, show of hands. Opposed like  
46 sign. Show the motion carries unanimously.

47 Now we're going to be moving on to Item number 4,  
48 Citizens Comments. At this time the attorney, Mr.  
49 Harmon, will call your name. These are for comments  
50 that's on the agenda items only for the first go-

*Anderson County Council - County Council Meeting - October 2, 2018*

1 around. At the end of the meeting will be comments  
2 for any other discussion that's not other -- on the  
3 agenda. You have three minutes. Please address the  
4 chair. Please state your name and district for the  
5 record. Mr. Harmon?

6 LEON HARMON: Mr. Chair, the first  
7 speaker is Michael Acquilano.

8 MICHAEL ACQUILANO: Hello. Thank you for  
9 having us here this evening. I am here representing  
10 the Catholic Diocese of Charleston, the project Saint  
11 Clare's home, which we have discussed, I believe it  
12 was early August and now we're at the first week of  
13 October. And we appreciate you giving us this time to  
14 chat with residents and discuss this further because I  
15 think it was very fruitful. I think we came down to  
16 what their real concerns were. We spent time  
17 responding to them and getting down to the real issue,  
18 which for them is the rezoning piece. And that is why  
19 you'll notice in the folder that I provided to you  
20 with the red, blue, green and yellow tabs, we provided  
21 them in the red section -- if you go to the first tab  
22 -- a proposal. Because they're most concerned about  
23 rezoning. And being around town today, I can  
24 understand why, because there's traffic. And we are  
25 proposing to restrict the use of the property so that  
26 even though the rezoning, which was requested by  
27 planning staff has to occur for us to operate, we're  
28 willing to permanently restrict the property through a  
29 restricted covenant forever that would pass with the  
30 deed. So this is something that we would give to them  
31 on the whole hundred and five acres; not just the four  
32 percent or the 3.8 acres we're talked about. And  
33 we're hoping that that resolves their concerns. It is  
34 a rezoning and we understand that that's a concern.  
35 But they defer to you in our most recent communication  
36 which is in the blue tab. You'll see that they  
37 deferred to council rather than providing a yes, no,  
38 maybe so. They're deferring to you on this. And we  
39 believe what their concerns are, are rezoning, and  
40 that growth and impact on the community. And we  
41 believe our proposal restricting it completely  
42 forever, in perpetuity is great for them, as it is for  
43 us, because it provides that buffer we all want.

44 In addition we also are providing in the  
45 restricted easements their votes. If we ever were to  
46 change it or if we ever sold or changed hands, fifty-  
47 one percent of them, the residents of Massey Estates,  
48 would have to authorize that. We're not looking to  
49 bring in anything that they don't want. They've even  
50 admitted that it was not the women, it wasn't the



1 mission. They even said that that night. It wasn't  
2 about that. It's about the rezoning and the potential  
3 growth that could occur on a hundred and five acres,  
4 which is a lot. It could turn into something they  
5 don't want.

6 So we are pretty confident that we've offered the  
7 best alternative for you all to review. And after  
8 speaking to many of you over the last several days, I  
9 think that many of us agree that it is a good decision  
10 for the protection of that area. I live in a rural  
11 community myself south of Charleston, which it sounds  
12 crazy that there's rural country there, but there is.  
13 And I can appreciate their desire to preserve the  
14 quiet countryside. And that's why we selected the  
15 property.

16 So you can see that the red is the proposal we  
17 offered them at the end of August; blue is all of our  
18 correspondence; green is a letter from a sheriff that  
19 lives next to a home just like this in Alabama and she  
20 provides that there's no crime there whatsoever and  
21 the community has actually been blessed by it; and the  
22 last one is actually a letter from Palmetto Family  
23 Council. They just gave this to me today. It's not  
24 necessarily the best report, but it's an endorsement.  
25 Thank you.

26 LEON HARMON: Mr. Chairman, the next  
27 speaker is Seth Thompson.

28 SETH THOMPSON: How you doing? I'm Seth  
29 Thompson. I live at 1460 Massey Road. I'm against  
30 the rezoning for this. We spoke last time. I had the  
31 same thoughts then that I do now. I just don't think  
32 it's the right place. Even that proposal sounds nice,  
33 I just don't agree with it. I don't understand why  
34 they can't find a different place to go to. We have  
35 -- it's just a small town community. We want to keep  
36 it that way. The people who are in favor for it, most  
37 of them don't live here; not in Anderson County. If  
38 they do live in Anderson County, they don't live next  
39 to it. And that's -- you know, they don't have to  
40 deal with the things that could arise from this being  
41 here. And I know they said they're going to try to  
42 deal with all the traffic and rezoning and all that.  
43 I'm not a lawyer. I don't have a law degree like that  
44 fellow there, but I don't speak as well as he does,  
45 but you know, I understand what's going on. And so do  
46 my neighbors. And we just don't appreciate it. We  
47 don't want it. I think what they're doing is great,  
48 but I think there's just another place for it. And on  
49 Massey Road is not it.

50 We have kids that live in the neighborhood. We

1 have people that live behind where this house is going  
2 to go that are up to no good. I had a tree stand  
3 stolen out of the woods last week, last Wednesday  
4 night. Went to my tree stand, stand was not there,  
5 camera is not there. I don't know who took it. I've  
6 got a pretty good idea where they came from and it's  
7 right over there across behind the woods where that  
8 house is going. And I know the last time you said  
9 you're going to have security. But I don't think  
10 you're going to have enough security if something goes  
11 wrong. That's just what I'm saying. That's how I  
12 believe; that's what I think. I think they can find a  
13 different area for this to go. Thank you for your  
14 time.

15 TOMMY DUNN: Mr. Harmon?

16 LEON HARMON: Mr. Chairman, next speaker  
17 is Kim Bryant.

18 KIM BRYANT: Hey. I'm Kim Bryant. I  
19 just have a lot of reservation for what they're trying  
20 to do. I know he said that they did try to contact  
21 us. They did email us. But they never tried to come  
22 and have a meeting. We went to all of the people that  
23 live on Massey Road and put flyers in their mailboxes  
24 and talked to them, and you know, told them, I think  
25 pretty diplomatically, what could happen; what's the  
26 good and the bad. And everybody just had more cons  
27 than they did pros on it. I think it's a good thing.  
28 I just don't think they need to be in our  
29 neighborhood. It is a business. You know, I don't  
30 want to get into a contest about what the Catholic  
31 Church is doing right now. I think there's a lot of  
32 things that they need to do besides this. You know, I  
33 don't know if anybody knows if this piece of property  
34 has been sold to them. Anybody know? Is it already  
35 sold to them or not?

36 TOMMY DUNN: We don't know.

37 KIM BRYANT: Okay. No? Okay. So with  
38 that being said, he told us that night that it was  
39 going to be bought regardless, in two days, after the  
40 first meeting we had when we talked with him. Because  
41 we really wanted to know what was going on, you know.  
42 We didn't have any information. We really wanted to  
43 know what they were planning to do. So we stayed with  
44 them for a long time. And I spoke to several people  
45 after that; several Council members after that. He  
46 said that it would be bought within two days no matter  
47 what and they would put nuns in there if they didn't  
48 put the whole pregnancy deal. So that's a lie. So  
49 that tells me that I really can't believe what he  
50 says.

1           Number two, I've talked with several of the  
2 Council members and they say that all this stuff that  
3 he's trying to say that he wants to do, it's never  
4 been done. It doesn't hold. So that being said, you  
5 know, if they restrict it and do all this stuff, that  
6 doesn't really mean anything. Once it's rezoned, it's  
7 rezoned; if I understand correctly. There is no,  
8 we'll restrict it and we'll send it back to you and  
9 we'll give it back to you. It's done; it's done. So  
10 I think that's a good idea that he would like to  
11 restrict it, but there's no -- it's never been done so  
12 I don't understand how he thinks it could be done.

13           And as far as the road itself, I'm probably one of  
14 the first people that lived on that road and there was  
15 nothing there. My father-in-law was a developer and I  
16 was like, I'm scared to be here. I came out of a  
17 neighborhood and my husband loves land. He'd love to  
18 own tons of land. He's love to own Anderson County.  
19 But he just ---

20           LEON HARMON:           Time, Mr. Chairman.

21           TOMMY DUNN:           I'm sorry. That's time.

22           LEON HARMON:           Mr. Chairman, next speaker  
23 is Amber McGraw.

24           AMBER MCGRAW:        My name is Amber McGraw and  
25 I reside at 103 Saluda Way, which is the first house  
26 on the left as you come into Massey Estates. I grew  
27 up in this area and lived in the Wren School District  
28 for about twenty years. Coming back from college, I  
29 knew I wanted to live back in this area, especially  
30 after living four years in Spartanburg. I bought my  
31 home a year out of college and I reside in the first  
32 house on the left as you come into Massey Estates.  
33 This community and neighborhood, on Sundays feels like  
34 a time capsule. Neighbors actually talk to each  
35 other. Kids ride their bikes and people watch out for  
36 one another and their homes. It's quiet and peaceful  
37 and we aren't dealing with bright lights and heavy  
38 traffic from people running errands. I am by no means  
39 saying that Saint Clare's new mission will take that  
40 away. But rezoning this piece of property will, in  
41 fact, start that process. Saint Clare is a very  
42 positive mission. However, it's asking our community  
43 to approve something that we view as negative.

44           In the first meeting when I spoke I mentioned how  
45 Powdersville has grown, and I believe this example  
46 should be considered. It has developed and grown at a  
47 rate I'm sure nobody expected or probably didn't want.  
48 People who live in Massey Estates and the surrounding  
49 community clearly do not care about driving twenty to  
50 thirty minutes to a large town or that the community



1 is kind of considered under-developed. We chose to  
2 live out this far. We chose to live in this area the  
3 way it is. And we have a choice to say we do not want  
4 it to change.

5 A few weeks ago, Saint Clare graciously offered a  
6 proposal where various restrictions could be set on  
7 the property, not including the rezoning. However,  
8 after speaking with the neighborhood and taking a  
9 vote, we have chosen to let you, the City Council,  
10 vote on this matter. Although we are very  
11 appreciative of the gesture by Saint Clare's, it is  
12 imperative to point out this issue is between Massey  
13 Estates and the rezoning; not us versus Saint Clare's;  
14 not us versus the Catholic Church; not us versus their  
15 mission. This is an us versus the rezoning of the  
16 three acres. We understand who Saint Clare's home is,  
17 what mixed residential rezoning includes and have  
18 considered the information that we have provided. I  
19 speak on behalf of Massey Estates when I say we ask  
20 that you deny this request to rezone 1226 Massey  
21 Estates to make it multi residential. Thank you.

22 LEON HARMON: Mr. Chairman, next speaker  
23 is Elizabeth Fant.

24 ELIZABETH FANT: Good evening. I'm speaking  
25 on number 19. Not 19; excuse me. It's 16, sheriff's  
26 report; and also on 5 and 6, hospitality tax and  
27 alcohol sales.

28 TOMMY DUNN: Mr. Burns.

29 RUSTY BURNS: Yes, sir.

30 TOMMY DUNN: Hold on just a minute,  
31 Ms. Fant. Could you get the mic closer to her or turn  
32 it up. Ms. Floyd can't hear her real good.

33 GRACIE FLOYD: I can hear very well. I  
34 just couldn't hear her.

35 TOMMY DUNN: I said you can't hear her  
36 real good. That's what I was saying.

37 RUSTY BURNS: Try that.

38 ELIZABETH FANT: That better?

39 GRACIE FLOYD: That's better. Thank  
40 you.

41 TOMMY DUNN: Start over.

42 ELIZABETH FANT: All right. My name is  
43 Elizabeth Fant, District 3. I'm speaking on number  
44 16, the sheriff's report, and number 5 and 6, hospital  
45 and alcohol sales. I'll start with the sheriff's  
46 report first. You're getting a lot of bang for the  
47 buck with your sheriff. If any of you don't see this  
48 report that he puts out once a month, this is a total  
49 compilation of all the calls, the warrants, the  
50 fingerprints, meals served, how many bags of litter

1 are picked up. Our sheriff is doing a wonderful job  
2 in Anderson County, he and his staff.

3 On numbers 5 and 6, the hospitality tax and the  
4 alcohol tax, everybody has their opinion one or the  
5 other, I guess, on which way it should go, but the  
6 outlaying areas of the county, yes, we could be making  
7 money through the tax, through people who come  
8 through, especially up at the Clemson exit. But as in  
9 a lot of things that are happening in the county with  
10 fee-in-lieu of and all the business stuff that's  
11 happening, they're mostly happening and helping big  
12 business. We don't talk about the small mom and pop  
13 businesses. If you go to a restaurant and you buy a  
14 lunch, it's going to cost you ten bucks probably, and  
15 then all the taxes and fees is probably going to be  
16 another dollars. And then generally three dollars  
17 maybe for the tip. That simple lunch has already cost  
18 almost fifteen, and that's without alcohol or any of  
19 the perks, that's just a plain old lunch. Your mom  
20 and pop businesses are the ones that are going to  
21 suffer with this.

22 Hospitality tax, yes, it generates money for  
23 recreation. But we've already had a report in the  
24 last council meeting that we're not being able to keep  
25 up with the projects that we've got going, so we're  
26 probably making too many recreation projects and not  
27 doing a very good job of keeping up what we've got.

28 Anderson is a wonderful town to live, to play, to  
29 work. But we're fast becoming and jamming too much  
30 into Anderson County, including the hotel that's  
31 coming downtown. We're fast taking away the ambience,  
32 the parking places, the le ze faire atmosphere, the  
33 family atmosphere. We're not Greenville, and I don't  
34 ever want to be. Thank you.

35 TOMMY DUNN: Mr. Harmon.

36 LEON HARMON: Next speaker is Karen  
37 Fox.

38 KAREN FOX: Hi. I'm Karen Fox. I  
39 live at 133 McAlister Drive, Pendleton, 29670. I am  
40 in support of Saint Clare's Home. I recently spoke  
41 with someone who ran a similar home as Saint Clare's.  
42 And because I heard the concerns. And I, like the  
43 folks on Massey Road, live in that area. I'm about  
44 six miles away, but I live in a rural area. So I  
45 understood the concerns and my heart went out to them  
46 about their concerns. I wanted to do some more  
47 research. So I spoke with someone, like I said, who  
48 ran a similar home, and asked, did you have security  
49 issues? No. Do you put measures in place, which  
50 they've already indicated that they will do that?

1 It's going be twenty-four monitored and secured. And  
2 they want to keep it quiet. It's imperative that they  
3 keep it quiet and they protect these very vulnerable,  
4 precious woman and the precious cargo that they're  
5 carrying.

6 So for that reason, and some of the other research  
7 that I, you know, did in addition to that indicated  
8 exactly that, that the concerns that were stated are  
9 valid. However when a place like this is run  
10 correctly, those concerns can really be allayed. So  
11 it may be a benefit, you know, as far as security goes  
12 that they have twenty-four hour security. And I'm  
13 sure, as this previous person spoke, our sheriff is  
14 doing a lot in Anderson County, and I'm in full  
15 support of him and really thankful for him for what  
16 he's doing to make our county safe again. Thank you.

17 TOMMY DUNN: Mr. Harmon?

18 LEON HARMON: Mr. Chairman, no one else  
19 is signed up.

20 TOMMY DUNN: I want to make sure there  
21 wasn't no mistake or confusion about the sign-up  
22 sheet, signing up on the right side or the left side  
23 of the issue. Is anybody signed up that signed that  
24 sign-up sheet that wants to speak on this issue. Did  
25 you sign up?

26 UNKNOWN: I didn't sign up.

27 TOMMY DUNN: No, ma'am, you had to  
28 sign up. Did anybody at all that signed up that  
29 didn't get to talk before council on a -- that's  
30 signed up but he didn't call your name out, that  
31 thought they was signing up to talk at first on agenda  
32 matters? Anybody?

33 Okay. Moving on. Be moving on now to Item number  
34 5, and 5 and 6 sort of goes together. The Chamber of  
35 Commerce going to do a presentation on hospitality  
36 tax. And after that there will be -- I don't know how  
37 they want to do it, but might intertwine; they're  
38 going to do a presentation of the local alcohol sales  
39 tax. Local alcohol sales; I'm sorry, on Sunday. Ms.  
40 Christopher?

41 PAMELA CHRISTOPHER: Yes, thank you. I've  
42 got to come up here to run the presentation. I just  
43 want to let you know that's what I'm doing. And we  
44 wanted to come and bring this before you.

45 TOMMY DUNN: Give us just a second and  
46 let us get situated. Ms. Floyd, do you need to move  
47 somewhere where you can see?

48 GRACIE FLOYD: Yeah, because I sure  
49 can't twist like that.

50 PAMELA CHRISTOPHER: And I did make copies



1 for all of you also, for you to have all along but to  
2 also have later to look at.

3 We wanted to be very respectful. We brought the  
4 hospitality tax and alcohol sales before you at your  
5 meeting, I believe it was in August. And since then  
6 we have come forward with a marketing proposal of what  
7 we want to do. And we wanted to bring that before  
8 you, be very respectful and do that, and let you know  
9 what we wanted to propose forward and how we would be  
10 moving forward on the initiative.

11 So this is the beginning of a power point  
12 presentation. We have a speaker's bureau that will be  
13 going out and speaking on behalf of the hospitality  
14 tax and the alcohol sales. So I wanted to kind of go  
15 through that with you. This is the power point. I  
16 won't go through everything because I know it's pretty  
17 lengthy. But you're going to see we go through  
18 everything when we're talking to someone about what is  
19 a local hospitality tax. Just so y'all know, it's a  
20 two percent fee. A lot of people are saying it's  
21 going to be four percent if we do this two percent,  
22 like the city already has one. It doesn't double it.  
23 If the city has a two percent, it's still a two  
24 percent for them, but it's not going to make it an  
25 additional two. So that's a misnomer. I will say  
26 that. And then just so you know, it's two cents on  
27 every dollar. So for ten dollars, that would just be  
28 twenty cents on a bill. So a fifty dollar dinner --  
29 we put that up there as an example -- a fifty dollar  
30 restaurant bill would only be fifty-one dollars with  
31 tax. So it'll only a dollar for the tax for fifty  
32 dollars on food. So I wanted to go through that and  
33 let you know that. Then we also put why vote yes, how  
34 it would benefit the county. Obviously improving  
35 recreation, tourism and other sports for our county;  
36 updating and adding new public facilities in all  
37 communities; increase the number and variety of  
38 entertainment options for all ages. The bottom line  
39 is it would bring a great deal to our future and to  
40 our kids. This with our chamber board and Imagine  
41 Anderson is really about the future. We're doing this  
42 because we feel like this is our opportunity to leave  
43 a legacy. Because it'll offer so much for them.

44 Talking about a significant portion of the  
45 proceeds generated by this tax will be paid by the  
46 people outside of Anderson County. But a hundred  
47 percent of the funds raised would stay within Anderson  
48 County. There have been reports that have been done  
49 anything as low as sixty-five percent will be paid  
50 when they did two different studies. Sixty-five

1 percent of it is paid by tourists to our area and they  
2 were all out-of-state tags; not even out-of-county,  
3 but out-of-state tax. So basically that would be like  
4 -- if it's the seventy percent, that would be like me  
5 laying a hundred dollar bill down on the table and  
6 saying, I tell you what, if you'll give me thirty  
7 dollars, I'll let you take that hundred. So, you  
8 know, it's a deal for us. If we don't do this, we're  
9 passing up money that's sitting on the table for us  
10 because tourists would be paying a great deal of it  
11 when they come through our area.

12 Went through the Anderson County today. This just  
13 kind of goes through the population because a lot of  
14 people are saying there's a great deal of age over  
15 sixty-five. It's actually 17.8 percent. So out of  
16 our Anderson County age distribution and, again,  
17 talking about our future and our legacy, sixty percent  
18 of our population is age eighteen to sixty-four.

19 Then kind of going through the Anderson County  
20 tomorrow, what it could do for us, more funding for  
21 hospitality tax frees up more of the general funding  
22 for the community, so it would be able to be utilized  
23 in other areas when you have things for your general  
24 budget that are needs. Anderson County population is  
25 expected to grow to two hundred and ninety thousand by  
26 2026. So as that grows you'll continue to see -- and  
27 also tourists coming to our area, you'll continue to  
28 see more money generated from that hospitality tax.

29 We did ask, and I know that was proposed at the  
30 last meeting, that the projects will be decided on in  
31 an independent feasibility study because I know at  
32 some of the meetings prior it's been a concern over  
33 which project or what would be funded. And so we felt  
34 like if we had an independent feasibility study, which  
35 is what they did in Spartanburg, by a third party,  
36 they could come in and tell us the highest and best  
37 use. Because we're not about trying to lobby for one  
38 project over another. We want the betterment for  
39 Anderson County as a whole. So whatever comes down to  
40 the highest and best use is what we're for. We're all  
41 willing to stand behind that. Because when one of us  
42 wins, we all win in Anderson County.

43 And to kind of give you a synopsis, the latest  
44 Anderson City hospitality tax generated approximately  
45 three million. So that's how they did the Wren Park  
46 and all of the changes that have been done in downtown  
47 Anderson.

48 Then we just kind of go through the hospitality  
49 tax revenue. It shows you for food and beverage  
50 service sales, what's being generated from the

1 unincorporated areas, what it will do for the  
2 unincorporated areas, and what's happening currently  
3 with the towns and municipalities. So they're getting  
4 over one hundred and eighty million. And then from  
5 the approximate hospitality tax, it's over 3.6 million  
6 that's coming into the areas of the towns that do have  
7 it. Because they do have some towns that have it in  
8 Anderson County. But there's many areas that don't in  
9 unincorporated like Exhibit 19B, Exhibit 40. So  
10 there's a lot that do not have that area. And let me  
11 very clear on where we are on that. We want to make  
12 sure that we are supporting all of Anderson County and  
13 having opportunities for all with this tax to support  
14 tourism.

15 Went through where are the current hospitality  
16 taxes and you'll see the light blue area, the  
17 unincorporated areas are the ones with no; in other  
18 words, our county does not have a hospitality tax.  
19 The little stars do show the cities within the  
20 different counties that have it, but you can see to  
21 this right of this, all of those counties to the right  
22 shaded green have the hospitality tax. So if you have  
23 ever gone to the other counties and you said, why  
24 can't we have this? Well, that's why we can't because  
25 they're using the hospitality tax to pay for the  
26 things that they're seeing improving their community.

27 Hospitality tax usage, it talks about the examples  
28 that we could use it for, all the tourism related,  
29 cultural, recreation, historic, so it goes on and on  
30 what we can utilize it for, as long as it's related to  
31 tourism. So if you have water and sewer that needed  
32 to be running for tourism, or promotions for tourism;  
33 all those things can take place. If highways, roads,  
34 streets or bridges were needed to be provided to  
35 access those tourism destinations, it can be utilized  
36 for that.

37 We just want to show you some potential areas of  
38 interest for hospitality tax funds. Now you can see  
39 there are arts and historic preservation, equestrian,  
40 senior recreation, Lake Hartwell, Broadway Lake, parks  
41 and infrastructure. They gave you several  
42 opportunities to look at what it could do. Then we  
43 went through what items would be taxed, because not  
44 all food is taxed. And then what items are exempt.  
45 And then we did a case study in Greenville to let you  
46 see that that's how they established their hospitality  
47 tax, was a way to pay for the hundred thousand in  
48 projects needed for recreation. And it was initially  
49 voted down in 2001 and then approved in 2006. And  
50 going through showing it provides funding for both new



1 capital projects and operating and maintaining  
2 existing facilities and estimated to produce for them  
3 7.5 million annually.

4 We went through and had testimonials and all the  
5 mayors are in support of this. So if you didn't know,  
6 we've got a letter of support that did come to all of  
7 the council, that the Anderson County Municipal  
8 Association is in support. That's every mayor, that's  
9 every council person in all the towns. So they're all  
10 going to give testimonials. But for right now I have  
11 one from Mack Durham and I'm going to go through it to  
12 kind of -- you know, give a synopsis of it. There's  
13 another thing I want to show you, so I won't read the  
14 whole thing. I have one from Rex Maynard out of  
15 Belton. We have one from Mayor Roberts with the City  
16 of Anderson. And at the end, there's kind of a tag  
17 line when we had at the beginning, vote yes,  
18 hospitality tax, a vote for Anderson County's  
19 Tomorrow, November 6, 2018. And on the back there we  
20 have opportunity awaits. [Andersonhospitalitytax.com](http://Andersonhospitalitytax.com)  
21 is a website that we have for this marketing. And so  
22 you can go there. We don't have it filtered in yet,  
23 but as soon as you guys have it tonight then we will.  
24 We wanted to be respectful and bring it to you first.

25 And I wanted to show you a couple of other things.  
26 I went ahead and brought this targeted digital  
27 strategy for you. I'll go through it pretty quickly.  
28 Basically you're going to see everything from  
29 billboard advertising that we're going to be doing,  
30 you're going to obviously see that we're going to be  
31 doing a power point and marketing out to the  
32 community. We have several community leaders that are  
33 behind the initiative. We will have information for  
34 you on our Facebook site and also on our website so we  
35 can send people to it when they have questions. But I  
36 wanted to kind of tell you a little thing that we're  
37 going to do too, which is a little different. How  
38 many of you get those circulars in the mail, vote for  
39 me, vote for this, vote for that; right? How many get  
40 those? Let's just see. Where does it usually wind  
41 up? In your circle file; right? In your trash can.  
42 But because that happens, we don't want to waste  
43 funds. A new way of doing that is by going to this  
44 geofencing and doing things through social media.  
45 There is now a way that they can go through geofencing  
46 and hit your phones. Everybody I'm seeing has one  
47 sitting here at your areas. So the thing is you might  
48 throw a piece of paper away, but you're going to have  
49 that with you at all times; right? So it's going to  
50 ping information to you and you'll get it on your

1 phones. It's going to talk to you about hospitality  
2 tax. We're also going to do the same thing with the  
3 alcohol sales. So it's going to send information to  
4 you. When you read it, you're on the page long  
5 enough, and you get educated on what's going on, they  
6 will know that and then they will move on from that  
7 person. If they don't have enough read -- it's been  
8 proven that if you read it long enough, they know  
9 you're educated on it and you're usually going to vote  
10 for it. If you aren't then what they'll do is  
11 continue to ping that person and give them more  
12 information on it so we can hopefully get them to a  
13 yes vote.

14 It's very intelligent that it knows all that data.  
15 They actually can go down to know who the person is.  
16 They won't share that with us though from Martin  
17 Holland, and we wouldn't ask them to do that because  
18 they can't. But it's addressable geofencing that  
19 they'll have that and have all the information. Also  
20 go to Instagram. We'll have an Instagram exchange and  
21 Facebook because Facebook is typically my age and  
22 older. And Instagram is for the younger group. So  
23 we're trying to make sure we hit all groups. So this  
24 is a little bit about the geofencing and I gave that  
25 to you guys so you can look at it a little bit more.  
26 It talks to you about that.

27 Now, the outdoor strategy on the billboards, we're  
28 going to have the Pendleton Digital billboard at  
29 Clemson Boulevard and Mechanics Street and that's the  
30 one when you're going to the games for Clemson  
31 University. And then we will have four digital  
32 billboards in Anderson. There will be two on Clemson  
33 Boulevard and there will be two off of like 81. So  
34 just listed those there for you guys so you can kind  
35 of see where they are. They did it by the one at Reed  
36 and the one at Whitehall is a good one because it's  
37 long; you're sitting there long so you've got a long  
38 time to look at it as they rotate through. I wanted  
39 to let you see the story board with what you're going  
40 to see with some of the advertisement that will go on  
41 the billboards. Those will be going up two weeks out  
42 from the November 6th vote because that is the  
43 strategy that is suggested of what we need to do and  
44 then advertising says that's the best. So this is one  
45 of them that they'll see. These are two other  
46 examples that they'll see. And I love it that, you  
47 know, Major Roberts, in this economy we're able to  
48 lead from a position of opportunity. Vote yes  
49 hospitality tax. And then Rex Maynard, opportunity  
50 benefits in our future, vote yes hospitality tax.

1           So I wanted to you those as some examples. And I  
2   wanted to kind of bring up a couple of things. The  
3   hospitality handout, you'll see this. You have it a  
4   little bit bigger in your area, but it first says, and  
5   that's what we just showed on the front of it, vote  
6   yes hospitality tax, the date. Vote for Anderson  
7   County's tomorrow and the backside says Opportunity  
8   Awaits at [andersonhospitalitytax.com](http://andersonhospitalitytax.com). Those will be  
9   leave-behinds at restaurants. And we'll have them at  
10  bars. So they will be able to have those so that  
11  they're seeing that and there's advertisement on one  
12  side and the other. So hopefully it'll help us get  
13  that word out. And the restaurants have agreed to put  
14  them out. That's awesome. So I wanted to let you  
15  guys see that.

16          And then the other thing I wanted you to see is  
17  the web page. On the web landing page, again, Martin  
18  Holland Advertising, we want to thank them for what  
19  they've done on this. I'm wondering of there's a way  
20  I can push it over. And I want to get it to the whole  
21  page so they can see. It's made it large for whatever  
22  reason. I'm trying to look for a scroll. Maybe  
23  that'll scroll it. Okay. At least you can kind of  
24  see what it is. So vote yes hospitality, a vote for  
25  Anderson County. It's taking it really big and I  
26  don't know why it's doing that. Let me see if I can  
27  go back out and back in if it'll ... For some reason  
28  it's made it really big. But anyway -- now it's back  
29  to regular size. Okay. So you see where it goes  
30  through what it is, the two percent fee, and we gave  
31  an example. They can go in when they see this  
32  opportunity awaits, there will be an area for them to  
33  register to vote. They can click here and register to  
34  vote if they haven't registered already. And an area  
35  where it can give them where to vote. Then we go  
36  through why vote yes and then go through the benefits.  
37  Anderson County today, showing the population.  
38  Anderson County tomorrow. And again, I think these  
39  pictures are real important. This is about our future  
40  and that's what we wanted to convey. And again  
41  hitting on the hospitality tax revenue, showing food  
42  and beverage for the towns and for the county, the  
43  unincorporated. And then here's where our current  
44  hospitality taxes in the upstate, we went through the  
45  different areas and showed where they are in different  
46  cities within Greenville, York County, Spartanburg.  
47  And of course, you don't see Anderson on there because  
48  we don't have it yet. Note, I say yet.

49          Hospitality tax uses examples and we have the  
50  Garden House. We went there. They're all in support

1 of that, too. And we're going to the Senior Center.  
2 They're in support of it, as well. And we're going to  
3 be able to talk to them about it. And the potential  
4 areas of interest for the hospitality tax funds, what  
5 items will be taxed and what items are exempt. And  
6 then going through the case study and then doing the  
7 testimonies. I wanted you to see that and kind of  
8 have that little bit of a handout. I want to see if I  
9 -- I think this one might go into the media. No.  
10 Billboard marketing display. Here it is. So this  
11 kind of lets you see some of the billboards. And  
12 there's so much more that I can show you with the  
13 billboards. And there's also some bites, some sound  
14 bites we have and some clips that'll be like little  
15 movie clips. But I know you don't have a lot of time  
16 to go through that.

17 So let me kind of move into the Sunday sales  
18 referendum. On the alcohol sales, we went through,  
19 you'll see it saying vote yes for Sunday sales. The  
20 tag line is more choices, more freedom, more jobs. It  
21 goes through and talks about why it's a brighter  
22 future for Anderson County. The bottom line is the  
23 Chamber believes that we need to put everybody on a  
24 level playing field. You know, we have some of the  
25 restaurants that have it. Like downtown they have in  
26 onsite premises. Like you can go to Sullivan's or  
27 some of the restaurants downtown and you're able to  
28 buy on Sunday. But let me give you an example. When  
29 you go to Carolina Bauernhaus House, you can -- they  
30 only have it onsite. So you can buy a drink there but  
31 if you went in and you wanted to buy some brews or you  
32 wanted to take some home or some of your friends or  
33 families wanted to take some, they can't because they  
34 don't have offsite. So if this passes, it'll cover  
35 the whole thing for all of the county. But also on  
36 19B and 40, we're not allowing them to be able to have  
37 alcohol sales. But they can in the city of Anderson.  
38 And you can have offsite and onsite in Pendleton, but  
39 the rest of the county doesn't. So we're not putting  
40 our businesses on a level playing field and we think  
41 there should be opportunity for all businesses. And  
42 as the largest business organization in Anderson  
43 County, we feel like it's time for us to step up and  
44 stand behind our businesses. It's just the right  
45 thing to do.

46 So basically we're saying we firmly believe that  
47 our local business centers throughout the county  
48 should have an opportunity to compete on a level  
49 playing field. And also with the neighboring  
50 counties. Guess what, if they can't come here and



1 buy, they're going to go to our neighboring counties  
2 and that money goes there. We're trying to keep it  
3 local.

4 And it talks about keeping it local. The  
5 restaurants, our convenience stores, our entertainment  
6 venues and the community impact is greater than the  
7 value of the products.

8 It talks about new business how that many  
9 entrepreneurial ventures are based off of Sunday sales  
10 and it gives you a list of them there. Then dining  
11 and entertainment. Many national chains -- I don't  
12 know if y'all realize this -- will not consider a  
13 location in a county that limits their Sunday sales.  
14 And all of the restaurants at 19B are saying, yes,  
15 please get this passed. Because alcohol sales bring  
16 more into them than food does. So again, we're not  
17 letting them have their full potential.

18 It will spur growth and development and we give  
19 you the reasons why. And then at the end just  
20 bringing more opportunities to our community and your  
21 neighbors with a yes vote. Vote yes for Sunday sales  
22 and it gives you the web address there. Like the  
23 other, we have a web address, and we're going through  
24 the same geofencing with all the information that we  
25 told you about with the phones, with Facebook, with  
26 Instagram, with the websites and the whole thing is  
27 going to happen there, too.

28 And then I wanted to show you the digital  
29 marketing and display that we have for -- this is  
30 going to be printed like we just told you before,  
31 like the leave behind napkin, there will be one for  
32 the vote yes for Sunday sales, too. This will be what  
33 it looks like. Just saying keep Anderson tax dollars  
34 in Anderson County. If voters approve the change it  
35 will make Anderson County beer and wine sales uniform  
36 with surrounding counties and cities.

37 And then on the creative strategy, that is the  
38 logo in red, white and blue, more choices, more  
39 freedom, more jobs. Vote yes for Sunday sales. And  
40 then you're going to see this targeted digital on the  
41 billboards. So I wanted to let you see some of the  
42 examples we have. And this one, as well. So more  
43 digital board -- billboard creative that we'll have  
44 going forward.

45 So in a synopsis, that's both of the strategies  
46 that we wanted to come before you and let you know  
47 what we're going to be pushing out. And we're excited  
48 about this. And we've got lots of people backing the  
49 program. I want to definitely thank on the  
50 hospitality tax, the Anderson Municipal Association is

1 behind us, Imagine Anderson, obviously the Anderson  
2 Area Chamber of Commerce, and Western Upstate  
3 Association of Realtors. I was looking for Peggy.  
4 She might have left. But they're definitely behind  
5 that, as well, with us.

6 On the alcohol sales, the Chamber and the South  
7 Carolina Retail Association is moving that forward.  
8 So we have outlaid a great deal of money. I won't  
9 tell you -- I won't go into the total figures, but the  
10 Chamber is willing to do that because we believe we  
11 need to take a stand. This is our community. We need  
12 to have a better quality of life and things to attract  
13 for our citizens and our tourists coming into the  
14 area. We need to do that for our futures. That's on  
15 the hospitality tax. And we need to have a level  
16 playing field for Sunday alcohol sales for all of our  
17 businesses. Thank you.

18 If anybody has any questions I'll be happy to  
19 address those.

20 TOMMY DUNN: Appreciate that.

21 GRACIE FLOYD: Mr. Chair?

22 TOMMY DUNN: Yes, ma'am.

23 GRACIE FLOYD: Are we going to be allowed  
24 to make comments?

25 TOMMY DUNN: You can.

26 GRACIE FLOYD: Thank you. I'm going to  
27 try to be as brief as I possibly can on this  
28 situation. How did it get started? It started with  
29 me. I don't know how many years now. Was it a year  
30 ago or two years ago when I first started with this  
31 council. There were no takers whatsoever. People did  
32 not understand what we don't have in Anderson County.  
33 We don't have a recreational program for our seniors,  
34 our children; nobody. We did not look at the fact  
35 that we could use funds from this thing to provide our  
36 children with some of what the city has. We have  
37 nothing. Each person up here is given thirty thousand  
38 dollars, or thirty-five dollars a year. And with that  
39 we are supposed to provide recreational opportunities  
40 for the people in our district. Each one of us have  
41 close to twenty-two thousand people in each district  
42 that we serve. And that thirty thousand dollars is  
43 supposed to help us provide recreation. Some of it  
44 goes toward recreation. Some of it is paid to fire  
45 stations. The health organization -- I can't think of  
46 one right now off the top of my head -- but you know,  
47 like home for pregnancy mothers and da-da-da. All of  
48 it doesn't go to all recreation. This thing would  
49 have helped us immensely.

50 But I knew a way to get this done that wouldn't

1 have cost us one penny, one penny. And that was to  
2 get council members on board to help them see what  
3 this money could have done. In every other entity  
4 that I am aware of it was voted on by the County  
5 Council people and it was over; it was over. But of  
6 course, being Anderson County, we had to go through  
7 some sham and jumps, I want it, I don't want it, they  
8 don't want me to have it, my people won't support it,  
9 da-da-da. So now we've got a big thing going. We've  
10 got a referendum that everybody is going to have to  
11 support.

12 But I just read this for the first time. And I  
13 saw something in here a few minutes ago that I want to  
14 know -- I don't have to stand, but I need someone -- I  
15 need someone; it's about the referendum. It was  
16 printed on this. Okay. Did you see the  
17 representative in this, Mr. Allen, the representative  
18 for the ordinance in here.

19 FEMALE: I think it's in the red  
20 one.

21 GRACIE FLOYD: It's where? In the red  
22 one? No, no. I am fully -- I fully support that  
23 recreational hospitality tax. I fully support it. I  
24 support it for the children of Anderson County. I  
25 support it for the seniors of Anderson County. I  
26 support it for the people who want the soccer thing  
27 for the children in Anderson County. I support it for  
28 the men who like to play baseball in Anderson County.  
29 I fully support it.

30 When we got to the liquor thing, it says here, the  
31 whereas, the Anderson County Council has been informed  
32 and believes that Sunday sales of alcohol beverages  
33 for on-premises and off-premises consumption may allow  
34 restaurants and businesses to remain competitive with.  
35 Folks, I am an Anderson Council member; nineteen  
36 years. I have never fully supported this, nor have I  
37 ever said I fully supported this, nor have I ever  
38 voted on anything saying that I supported this. Some  
39 people like beer, like beer, like beer. That's up to  
40 you. Okay? But I am not going to tell you -- or I'm  
41 not going to support something that I can't believe  
42 in, that I don't believe in it. If you support it,  
43 then vote for it by all means. If you don't support  
44 it, then don't support it. But please don't say  
45 about me, being one of the seven up here, that as a  
46 Anderson County Council member, I have been informed  
47 and believe that the sale of -- I don't know if it's  
48 going to be good for business or not on Sunday. I  
49 don't know that. And I just resent having that being  
50 said without my being asked about it, without my

1 voting on it, and without my reading this ordinance  
2 for the first time today. And I thank you. My voice  
3 is a little shaky because my blood sugar is going up.  
4 TOMMY DUNN: Any other council members  
5 have any comments?

6 CRAIG WOOTEN: Yes, Mr. Chairman?

7 TOMMY DUNN: Mr. Wooten.

8 CRAIG WOOTEN: I just wanted to take the  
9 time to thank the Chamber of Commerce and Ms.  
10 Christopher for coming forward. Whether you agree  
11 with the initiative or not, we have so few in the  
12 county who set a vision, actually take action to do  
13 something and go out and inform people. We have so  
14 many instances where in hindsight everything is  
15 critiqued and very few people say, well, where do we  
16 want to go and what do we want to be? So for me I  
17 really appreciate that. I thank you and your staff.  
18 I thank the groups that you're working for, because at  
19 the end of the day, what it'll allow is for a vote to  
20 happen. But it'll allow for an informed vote. And so  
21 many times things are complicated and people don't  
22 have all the facts when they're making the decision  
23 because people are busy. And so I appreciate that  
24 effort.

25 As to whether or not it's a conservative position  
26 or not, support a referendum on the subject matter,  
27 I'd like to point out that by anybody's measuring  
28 stick South Carolina is one of the most conservative  
29 states in the country. I think both sides would agree  
30 on that. And out of the forty-two counties, Anderson,  
31 Oconee, Pickens, Spartanburg, Greenville, York,  
32 Greenwood, Laurens, are probably in the top eight  
33 conservative counties in the state.

34 So when I look at this hospitality tax in the  
35 upstate and I see Spartanburg County, Greenville  
36 County, York County, Laurens County, it leads me to  
37 believe that our conservative counterparts have seen  
38 value in this. And that is not a conservative versus  
39 liberal position, but it's actually just a fiscal  
40 policy position where we decide what we want to do or  
41 we don't want to do. And none of those rationales say  
42 you have to vote for it or not vote for it. But to  
43 take the political items out of it -- and so many  
44 times, and in the year and a half I've been on this  
45 council, I've probably heard the term 2008 a hundred  
46 times because of what happened in 2008. Well, it's  
47 time we started talking about 2028 and 2038 and where  
48 do we want to go and what do we want to do. And if  
49 you don't support it, that's fine. But recognize that  
50 we have some projects that we want to do, come with

1 other solutions, come with other ideas. Let's have  
2 public discourse. Let's have the debate about it and  
3 we can decide whether or not we move forward.

4 Under the Sunday alcohol sales, I've been clear,  
5 it won't change my behavior on Sunday. But I do think  
6 it is an item of equity and fairness. If you know,  
7 one person's restaurant is dead empty on Sunday and  
8 another person's restaurant is hopping, and they can  
9 see each other, that seems a little bit unfair to the  
10 business owner. I know I spoke with the Outback  
11 proprietor and I believe he said out of seven states  
12 in the southeast, over a hundred Outbacks, he's the  
13 only Outback in the southeast who can't sell alcohol  
14 on Sunday. That hits his bottom line. And so we  
15 could make it very fair and say no alcohol for anybody  
16 on Sunday. Or we can make it very fair and say, look,  
17 everybody can be on the same playing field. I think  
18 that's the most plausible and reasonable thing to do.  
19 It has nothing to do with your personal taste or  
20 distaste for alcohol.

21 So once again, I thank Ms. Christopher for her  
22 efforts. She has shown true leadership in Anderson  
23 and I appreciate the time she's given to this.

24 Thank you, Mr. Chairman.

25 TOMMY DUNN: Thank you, Mr. Wooten.

26 Any other council members?

27 RAY GRAHAM: Mr. Chairman?

28 TOMMY DUNN: Mr. Graham.

29 RAY GRAHAM: I'd also like to take  
30 this time to thank the Chamber and also Martin Holland  
31 for the hard work and commitment that they have put  
32 into this effort. Not only for the information that  
33 you're willing to share, but the true impact on  
34 educating the community on the pros of this -- both of  
35 these opportunities, actually. So I definitely want  
36 to thank all of you guys for all the hard work that  
37 you've given.

38 And as far as Sunday alcohol sales, I did bring  
39 that up to be put on as a referendum. You know, as I  
40 made it clear before at one of the other meetings, I  
41 don't serve alcohol in my restaurant currently and I  
42 don't perceive doing it when we start doing Sunday  
43 alcohol sales, if we do. However, at the end of the  
44 day, as a business owner, I think it's very important  
45 for us to offer for all businesses a fair opportunity  
46 across the county. And right now we do not do that.  
47 We literally have people coming into the city right  
48 beside another restaurant that can serve alcohol. And  
49 they'll come into the city and participate and  
50 patronize them on Sunday when the restaurant right



1     beside it outside the city cannot serve it. So it's  
2     truly about fairness in my mind.

3             And you know, when I got on council, the purpose  
4     of getting on council was to represent all of Anderson  
5     County, you know, not just my district. And so that's  
6     the very reason that I have brought that up. And I do  
7     look forward to see what people's choice is because I  
8     think it's a very important choice. And I think  
9     that's the fair way to do it. But again, thank you,  
10    Chamber, for all y'all have done with this in  
11    educating the community. And looking forward to how  
12    these outcomes are.

13            Thank you, Mr. Chairman.

14            TOMMY DUNN:            Thank you, Mr. Graham.  
15    Any other council members? I appreciate y'all taking  
16    y'all's time out and educating the county to have an  
17    informed decision to make. Appreciate it.

18            Again, we'll be moving on to Item number 7, third  
19    reading, Ordinance 2018-036, Ordinance authorizing the  
20    execution and delivery of a fee in lieu of tax and  
21    special source revenue credit agreement by and between  
22    Anderson, South Carolina and Element Materials  
23    Technology, a company, with respect to certain  
24    economic development property in the County, whereby  
25    such property will be subject to certain payments in  
26    lieu of certain special source credits. Before we go  
27    into the public hearing, I'd like to ask Mr. Nelson if  
28    he would just say a few words so people will sort of  
29    know. Appreciate that.

30            BURRISS NELSON:    Thank you, Mr. Chairman.  
31    Project -- we have called it 20180430, but the company  
32    is Element Materials Technology. This company does  
33    the testing of a number of materials for aerospace  
34    company; people like Lockheed, Boeing, GE, those kinds  
35    of companies. They're going to create thirty-one new  
36    jobs with an average hourly wage rate of twenty-three  
37    dollars and eighty-one cents an hour. Basically this  
38    thirty-one employees will be scientists in this  
39    facility and they will be testing this material for  
40    all of these companies. Annual payroll will be one  
41    point four million dollars with only thirty-one  
42    employees. In the ordinance and I'm sure some of you  
43    noticed, it lists a total capital investment of three  
44    point four two five million dollars. That does not  
45    include the building, which is a two point eight. It  
46    was not included in the fee agreement. So the total  
47    capital investment is six point two two five million  
48    dollars. Taxes that were paid last year of 2015 on  
49    this property were three thousand four hundred and  
50    ninety dollars. The projected taxes for 2020, the

1 first year, sixty-nine thousand five hundred and  
2 eighty-one dollars, and that does include the  
3 incentive. And over a total of a twenty-year period,  
4 it will general a projected amount of one point two  
5 seven eight million dollars. First year community  
6 impact, fifteen million. Twenty years, the total,  
7 over a twenty year period, community impact, two  
8 hundred sixty-one million. Great project. Great  
9 opportunity. Fabulous company. It's worldwide.  
10 Thank you, Mr. Chairman, members of council.  
11 Appreciate the opportunity. Oh, and Mr. Chairman,  
12 there are copies of the press release that came out  
13 from the governor's office on the gate right there.  
14 Thank you, sir.

15 GRACIE FLOYD: Mr. Chairman?  
16 TOMMY DUNN: Yes, ma'am.  
17 GRACIE FLOYD: Mr. Burriss, would you  
18 please come back? Okay. Mr. Burriss, we were talking  
19 about two at the same time; right, 040 and 036? Or  
20 just 040?

21 BURRISS NELSON: Let me see; I'm sorry.  
22 40 will be the multi-county park agreement that goes  
23 with 036. But we haven't gotten to that part yet.

24 GRACIE FLOYD: Okay. All right. Mr.  
25 Burriss, you know me. You know how I like it. Could  
26 you just put it in layman's terms? What are we  
27 talking about? Just layman's terms so anybody -- a  
28 six year old child will know exactly what you're  
29 talking about.

30 BURRISS NELSON: Well, these jobs are  
31 being created by this company.

32 GRACIE FLOYD: Okay. What's the name of  
33 the company?

34 BURRISS NELSON: It's Element Materials  
35 Technology.

36 GRACIE FLOYD: Okay. And what type  
37 company is it?

38 BURRISS NELSON: It's an American company  
39 based in Hartford, Connecticut. The company tests  
40 materials. For example, the pins in GE turbines, they  
41 flex those. They exert stress on those items to see  
42 if they will crack, add heat, cold ---

43 GRACIE FLOYD: They're coming down here  
44 to us now; right?

45 BURRISS NELSON: Oh, yes, ma'am.

46 GRACIE FLOYD: They're building ---

47 BURRISS NELSON: At exit 35.

48 GRACIE FLOYD: And how many jobs are  
49 they going to bring us?

50 BURRISS NELSON: Thirty-one.

1 GRACIE FLOYD: And it's a fee in lieu  
2 of? In other words they don't pay any taxes?  
3 BURRISS NELSON: No. They'll pay taxes.  
4 They'll be paying sixty-nine thousand dollars a year.  
5 At your desk there's -- the announcement is right  
6 there. There's an explanation on the third page.  
7 GRACIE FLOYD: Did it come today?  
8 BURRISS NELSON: I just got it to you.  
9 GRACIE FLOYD: I don't have time to read  
10 it.  
11 BURRISS NELSON: Sure. On the third page  
12 ---  
13 GRACIE FLOYD: So it's not a fee in lieu  
14 of?  
15 BURRISS NELSON: Yes, ma'am. It is a fee  
16 in lieu.  
17 GRACIE FLOYD: Okay. All right.  
18 BURRISS NELSON: The fee in lieu simply  
19 gives a discounted property tax.  
20 GRACIE FLOYD: Good. Just wanted folks  
21 to hear that.  
22 BURRISS NELSON: Sure.  
23 GRACIE FLOYD: Now, did I ask you this  
24 one already? How many jobs?  
25 BURRISS NELSON: Thirty-one.  
26 GRACIE FLOYD: Thirty-one jobs. Okay.  
27 Mr. Burriss, I thank you so much.  
28 BURRISS NELSON: Yes, ma'am. You're  
29 welcome.  
30 TOMMY DUNN: At this time we'll go  
31 into a public hearing on this. Anyone wishing to  
32 speak to this matter, please step forward, state your  
33 name and district and address the chair, please.  
34 Public hearing. Anyone at all? Anyone? Public  
35 hearing will be closed. We have a motion to put this  
36 on the floor?  
37 CINDY WILSON: So moved.  
38 RAY GRAHAM: Second.  
39 TOMMY DUNN: Motion Ms. Wilson, second  
40 Mr. Graham. Now are there any discussion? All in  
41 favor of the motion show of hands? Opposed like sign.  
42 Show the motion carries unanimously.  
43 Moving on to Item number 7(b), 2018-039, and this  
44 is third reading, an ordinance to amend the zoning map  
45 to rezone plus or minus 72.28 acres from PD (Planned  
46 Development) to IZOD (Innovative Zoning District) at  
47 Crestview Road, Harriet Circle and Midway Road. Do we  
48 have a motion to move this forward?  
49 CRAIG WOOTEN: So moved.  
50 TOMMY DUNN: Motion Mr. Wooten, second

1 by Mr. Allen. Any discussion?

2 CRAIG WOOTEN: Yes, Mr. Chairman.

3 TOMMY DUNN: Mr. Wooten?

4 CRAIG WOOTEN: Yes. This is an on an  
5 acreage in District 1. It's third reading. We've  
6 passed it on first and second reading. Just to give a  
7 recap of where it came from was, this originally was  
8 for rezoning as a PD, planned development, I think  
9 going back to 2008, 2009. It's at a busy intersection  
10 where Harriet Circle, Midway Road and Crestview come  
11 together. There was considerable concern about the  
12 development creating more congestion and traffic and  
13 what was going there.

14 What I'd like to point out is this PD that was  
15 approved ten years before some of us were on Council  
16 was a commercial, a multi-family and a higher density  
17 residential. So just by nature that was going to  
18 create a lot of traffic problems. Well, because of  
19 the layout of that, they were not able to do exactly  
20 that because of permits and requirements, even though  
21 we had rezoned it that way. So they had come back and  
22 said, look, we want to scrap the commercial. We want  
23 to leave the multi-family out. We want to actually  
24 take the density of the houses from over two hundred  
25 down to one seventy. These are all positive things  
26 for acreage that was going to be developed. It's in a  
27 hot area of Anderson. And so from that standpoint, I  
28 felt like the developers were coming full force in  
29 everything that they could do to help the community.  
30 They gave right-of-way to the county. They offered  
31 even more right-of-way to help build an intersection  
32 and widen the roads. Council members have gone  
33 together to try to look for funding and to prioritize  
34 funding so that this intersection can become more  
35 amenable to the local traffic. So I believe these are  
36 all good things considering where it came from. And I  
37 believe the developer and owners of this property have  
38 made extraordinary efforts in something that could  
39 have had a commercial or multi-family component to it,  
40 and I believe this is going to be a quality  
41 development for District 1.

42 So thank you, Mr. Chairman.

43 TOMMY DUNN: Thank you, Mr. Wooten.

44 At this time we'll go into public hearing on this.  
45 Anyone wishing to speak to -- I'm sorry. This is not  
46 a public hearing. I lost my place. I'm sorry.  
47 Anymore discussion on zoning? Hearing none, all in  
48 favor of the motion show of hands. Opposed like sign.  
49 Show the motion carries unanimously.

50 I jumped ahead of myself. The next one is a

1 public hearing, 2018-040, an ordinance to amend an  
 2 agreement for the development of a joint county  
 3 industrial and business park (2010 park) of Anderson  
 4 and Greenville Counties as to enlarge the park,  
 5 Project 20180430. This will be a public hearing.  
 6 Anyone wishing to speak to this please step forward,  
 7 state your name and district and address the chair.  
 8 Anyone at all? Anybody? Hearing and seeing none,  
 9 public hearing will be closed.

10 This will be the third reading. Pertains to item  
 11 number 7(a). This is putting it, in theory only,  
 12 putting it in a joint park with Greenville. It's not  
 13 moving. It's still in Anderson. Perfectly legal.  
 14 Anything you want to add on that, Mr. Nelson?

15 BURRISS NELSON: Thank you, sir. It  
 16 merely allows the company, if they can qualify for any  
 17 additional state incentives, it allows them to qualify  
 18 for those. There's a jobs creation tax credit that  
 19 they may or may not be able to qualify for. Thank  
 20 you, sir.

21 TOMMY DUNN: Thank you. Anybody want  
 22 to move this forward?

23 TOM ALLEN: So moved.

24 CINDY WILSON: Second.

25 TOMMY DUNN: Motion Mr. Allen, second  
 26 Ms. Wilson. Any discussion?

27 CINDY WILSON: May I quickly?

28 TOMMY DUNN: Ms. Wilson?

29 CINDY WILSON: The driving force behind  
 30 having to do fee in lieu of taxes and multi-county  
 31 parks and special source revenue credits and that sort  
 32 of thing, our state has the highest industrial tax  
 33 assessment ratio in the nation at ten and a half  
 34 percent. And that was put in place in 1895 with out  
 35 reconstruction constitution. And this body with maybe  
 36 a few other different council members made at least  
 37 two efforts over the years to respectfully request our  
 38 general assembly to change that. Even our joining  
 39 state of Georgia is four percent and they can actually  
 40 decree if it's a neighboring county to South Carolina  
 41 zero taxes. So we're at a serious disadvantage in  
 42 South Carolina. So just wanted to point that out.  
 43 That's why we go through all these convoluted  
 44 agreements. And I have to say that one of the top  
 45 attorneys for this took me to task. He would rather  
 46 keep fee in lieu taxes and all of that in place. It  
 47 does cut down on legal fees should we go the other  
 48 way. Thank you.

49 TOMMY DUNN: Thank you, Ms. Wilson.  
 50 Anyone else? Any more discussion? Hearing none, all



1 in favor show of hands. Opposed like sign. Motion  
2 carries.

3 Moving on to item number 8(a). Mr. Waters, you  
4 going to recuse yourself from this?

5 KEN WATERS: Yeah. I forgot where we  
6 were.

7 TOMMY DUNN: This will be item number  
8 8(a), ordinance second reading, ordinance number 2018-  
9 035, an ordinance authorizing the lease of a portion  
10 of the Anderson Sports and Entertainment Center  
11 consisting of approximately .75 acre of Tax Parcel No.  
12 122-00-01-001 to Duke Energy Carolinas, LLC for  
13 relocation of an energy storage system.

14 Mr. Burns, do you want to just speak to this for a  
15 second?

16 RUSTY BURNS: Yes. As we discussed last  
17 time, this will be an emergency power source for the  
18 civic center which is a regionally designated  
19 emergency shelter operation. It will also come in  
20 handy for our day to day operations in case of power  
21 outage.

22 TOMMY DUNN: Let the record show that  
23 Mr. Waters has recused himself and stepped out of the  
24 room. Anybody want to make a motion to move this  
25 forward?

26 TOM ALLEN: So moved.

27 TOMMY DUNN: Motion Mr. Allen, second  
28 Mr. Graham. Now any discussion? All in favor of the  
29 motion show of hands. Opposed like sign. Let the  
30 show the motion carries unanimously.

31 Will you ask Mr. Waters to step back inside.

32 Moving on to 2018-041, an ordinance approving the  
33 sale of approximately 4.04 acres of property owned by  
34 Anderson County, South Carolina and located near the  
35 southwest corner of Orange Way and Martin Road to One  
36 World Technologies, Inc. This is a piece of property  
37 that we bought to put the road in, help put the road  
38 at TTI. It's been accomplished. They've offered to  
39 buy this property. Mr. Burns, you want to talk on  
40 this for a second?

41 RUSTY BURNS: We will sell the property  
42 for a hundred and fifty-five thousand dollars.  
43 TTI/Ryobi intends to put a major operation on that  
44 piece of property that will be of benefit to the  
45 citizens of Anderson County and create more jobs.

46 TOMMY DUNN: Mr. Burns, that property  
47 was -- the county had it appraised?

48 RUSTY BURNS: Yes, sir, and we're  
49 selling it for the appraised price; yes, sir.

50 TOMMY DUNN: We have a motion to move

1     this forward?  
2             CINDY WILSON:             So moved.  
3             TOMMY DUNN:             Motion Mr. Graham, second  
4     Ms. Wilson. Any discussion?  
5             GRACIE FLOYD:             Yes.  
6             TOMMY DUNN:             Ms. Floyd?  
7             GRACIE FLOYD:             Mr. Burns?  
8             RUSTY BURNS:             Yes, ma'am.  
9             GRACIE FLOYD:             We owned it, we sold it,  
10    they bought it?  
11            RUSTY BURNS:             Yes, ma'am.  
12            GRACIE FLOYD:             What they going to put  
13    there?  
14            RUSTY BURNS:             They're going to put a  
15    commercial enterprise that they would like to reveal  
16    at a later time that will be of great benefit to  
17    Anderson County and will attract people from all over  
18    to Anderson County.  
19            GRACIE FLOYD:             A chicken farm would be a  
20    great thing for Anderson County.  
21            RUSTY BURNS:             I have some of those, Ms.  
22    Floyd. This is not it.  
23            GRACIE FLOYD:             This is going to be  
24    another chicken farm?  
25            RUSTY BURNS:             No, ma'am. Nor a turkey  
26    farm or a beef cattle farm. It will be a commercial  
27    enterprise.  
28            GRACIE FLOYD:             Okay. And we're supposed  
29    to vote for something we don't know what it's going to  
30    be about; right?  
31            RUSTY BURNS:             I think that we have a  
32    good idea that it will be a continuation of the  
33    development of the TTI site at 81 and 85.  
34            GRACIE FLOYD:             Does our chairman know  
35    what it's going to be?  
36            RUSTY BURNS:             I think -- we think it  
37    will be a store.  
38            GRACIE FLOYD:             One of those little cutie  
39    stores, I think?  
40            RUSTY BURNS:             No. I was going to put  
41    that up there but they wouldn't let me do that.  
42            GRACIE FLOYD:             All right. So we don't  
43    know what kind of store it's going to be?  
44            RUSTY BURNS:             They're going to sell  
45    materials that are produced by TTI.  
46            GRACIE FLOYD:             I can hold you to that.  
47    Good. Thank you.  
48            RUSTY BURNS:             Okay.  
49            TOMMY DUNN:             Anyone else? All in  
50    favor of the motion show of hands. Opposed like sign.

1 Show the motion carries.

2 Moving on to Item 8(c), 2018-044, an ordinance to  
3 amend an agreement for the development of a joint  
4 county industrial and business park (2010) of Anderson  
5 and Greenville Counties so to enlarge the park. Mr.  
6 Nelson, you want to speak to that for a second?

7 BURRISS NELSON: Yes, sir, Mr. Chairman,  
8 members of council. If you'll remember back two  
9 months ago we had a solar project called Southern  
10 Current. And they put -- or have worked on putting  
11 solar panel farms on six different properties in  
12 Anderson County. And this is the continuation of  
13 putting those properties -- we finished the ordinance  
14 for that creation of those projects. And this will  
15 continue -- be the continuation of putting it in the  
16 multi-county industrial park to allow them to garner  
17 any state incentives that might be available to them.

18 TOMMY DUNN: Thank you. Do we have a  
19 motion to move this forward?

20 CINDY WILSON: So moved.

21 TOMMY DUNN: Motion Mr. Waters, second  
22 Ms. Wilson. Any further discussions? All in favor of  
23 the motion show of hands. Opposed like sign. Show  
24 the motion carries unanimously.

25 Moving on to item number 9, ordinance first  
26 reading. This will be 9(a), 2018-026, an ordinance  
27 amending the zoning map to rezone plus or minus 3.86  
28 acres from R-A (residential-agricultural) to R-M1  
29 (mixed residential district) at 1226 Massey Road.  
30 Before I entertain is there any motions.

31 KEN WATERS: Mr. Chairman, I'd like to  
32 make a motion that we deny the rezoning of this due to  
33 the residents in that area just doesn't want it to be  
34 zoned.

35 TOMMY DUNN: Mr. Waters, for the  
36 record, this is in your area, your district?

37 KEN WATERS: It is.

38 TOMMY DUNN: Motion made by Mr.  
39 Waters, it's in his district, that we deny the  
40 application. Do we have a second?

41 CINDY WILSON: I'll second that.

42 TOMMY DUNN: Second Ms. Wilson. Now,  
43 discussion?

44 CINDY WILSON: May I quickly ask ---

45 TOMMY DUNN: Ms. Wilson?

46 CINDY WILSON: I have many conflicting  
47 thoughts about this, but we have always respected the  
48 people who live in the area, at least since 2009. Did  
49 the Diocese give this package to the property owners  
50 over there of what you were willing to do?

1 TOMMY DUNN: Yes, ma'am. I believe  
2 so.

3 MICHAEL ACQUILANO: Yes, ma'am. (Inaudible)

4 CINDY WILSON: Property owners over  
5 there need to be admonished that if we don't go with  
6 restrictions and covenants on the property and they  
7 work out with the church the ground rules, the  
8 restrictive covenants and restrictions trump zoning.  
9 So you would -- that would put you into a position of  
10 controlling far better what goes on to that property  
11 than without. And I do fear that with it being  
12 residential agriculture property, all over the county  
13 we're being hit with these slab homes. You could have  
14 a hundred slab homes over there and they would meet  
15 all the criteria. And I would like for folks to know  
16 that before we make a final vote here tonight. It  
17 does -- I can tell you from my perspective from real  
18 estate and farming and so forth, in reviewing what  
19 we've been provided this go-round, I would far rather  
20 have the church clustered onto 3.86 acres with the  
21 rest of the property, all of it, entailed with  
22 covenants and restrictions than take my chances on a  
23 hundred slab houses. If you want to take a look, go  
24 drive through our district and see what that brings.  
25 And it would be able to go into RA, residential ag,  
26 and that would be a great concern, I would think.  
27 Thank you.

28 TOMMY DUNN: Thank you, Ms. Wilson.  
29 Ms. Floyd?

30 GRACIE FLOYD: Okay. I know we have a  
31 lot of people here tonight interested in this  
32 particular piece on the agenda. I want you to know  
33 that I don't do things haphazard. You know that if  
34 you know me. I have spent some time today going over  
35 this entire thing. Had a wonderful talk with the  
36 person from Charleston, South Carolina who is working  
37 with this. Found out that I like his very, very much.  
38 He's a good man. He's a family man. He believes in  
39 this project, and that's good. I am a community,  
40 family person. I believe in the, I believe in the --  
41 in communities. I believe in neighborhood. I had  
42 promised myself when I took this position September  
43 the 14th, 1999 that I would never vote for anything  
44 that I couldn't live with myself. I would not put  
45 anything in your neighborhood that I would not put in  
46 mine or anybody else's neighborhood that I would not  
47 put in mine.

48 This is a worthwhile entity. We need places like  
49 this. Years and years ago when I worked for an  
50 organization that dealt with things like this; drugs,

1 alcohol abuse, mentally ill, the pregnancy thing.  
2 When we were looking for places to help the mothers,  
3 very, very young mothers, we had to go all the way to  
4 Charlotte to find a place because we couldn't any  
5 anywhere else. And I went to Charlotte to do it.

6 Now, the question is, what about now? I don't  
7 think we have a place like this already here. And  
8 folks, as much as we need this place, as much as this  
9 thing that's looking us in the face, we need it, and  
10 it's a viable, good Christian thing to do, I cannot  
11 vote for it. Why? I don't want it in my neighborhood  
12 either. I live in a close knit community. We have  
13 children there. We have -- in my community there is  
14 seventy percent widows there, and I'm one of them. I  
15 don't want the traffic in and out of my neighborhood.  
16 I don't want that in my neighborhood. I don't want  
17 the police coming in my neighborhood in the middle of  
18 the night. I don't want ambulances or EMS they're  
19 called now, and I don't want doctors. I just want to  
20 sleep peacefully at night. I cannot put that in  
21 whatever your neighborhood if I won't put it in mine.

22 But just because we don't feel that that is the  
23 place for it, what we need to do is help find a place  
24 that would be conducive for this type thing. We need  
25 it. We need it. I don't like the idea of little  
26 children growing up around that. The world is bad  
27 enough for them now. I don't want that thing there to  
28 look -- be sitting for them all the time and they know  
29 what it is. There's one other thing. There's 103  
30 acres, 103 acres. Years from now when I'm in my  
31 glory, and I will be in my glory. For all the ?? I do  
32 go through for this county, I know I'm going to  
33 heaven; okay? But the thing is this, you do it now  
34 for a hundred and three acres. You can't tell me that  
35 in a couple of years from now it won't be something  
36 else. I look at a situation right here in Anderson  
37 County; it started out as a home for battered women in  
38 a neighborhood. Nice neighborhood. Now, there's one  
39 across the street from it now. There are houses now  
40 that are vacant and they're gone and the houses are  
41 dilapidated. I don't want that for your community. I  
42 don't want it for mine.

43 So I'll -- our ordinance says we can why we are  
44 not going to vote for a particular thing. And I'm not  
45 going to vote for it, even though the man who called  
46 me, I wish I could just move him up to Anderson. Wish  
47 you could get to know him. He is a nice, a nice  
48 person. Thank you, Mr. Chair.

49 TOMMY DUNN: Yes, ma'am.

50 TOM ALLEN: Mr. Chair?



1 TOMMY DUNN: Mr. Allen?

2 TOM ALLEN: Oh, okay. Thank you.

3 Yeah, this has been a very difficult situation and I  
4 think both Ms. Wilson and Ms. Floyd made very good  
5 points. I think the Diocese has really bent over  
6 backwards to make all kinds of concessions to do this.  
7 Because as Ms. Wilson said, something could move in  
8 there that you really don't want in there. So it does  
9 become a difficult situation. I can sympathize with  
10 the Diocese. I understand what they're trying to do.  
11 I would like also, if this doesn't pass, see the  
12 county try to help out somehow, if you'll still like  
13 to try to find a location in this county. But the  
14 thing is, we are representatives, as I've said so many  
15 times, of the people. And that's what we do. It's  
16 not my opinion. I think it's a great service. But I  
17 can't just say the heck with the citizens out there, I  
18 think it should go there; I'm voting for it even if  
19 they don't want it. And I don't think you would want  
20 to be in a location where you might have a lot of  
21 hostile neighbors right around, either. So it's a  
22 difficult one. Again, I really sympathize with you.  
23 And if I can help, or any of us up here can help in  
24 any way to find a location suitable, be glad to work  
25 with you on that. But in my opinion, I'm going to  
26 have to go with the citizens who we represent in that  
27 area. That's all I had.

28 TOMMY DUNN: Thank you, Mr. Allen.

29 Go ahead, Mr. Wooten.

30 CRAIG WOOTEN: With all due respect to  
31 my fellow council members, I can't wholeheartedly  
32 disagree more. And I say this not because I'm  
33 discounting the feelings of the residents, but at the  
34 end of the day we have to look at individual property  
35 rights. And we are so ready in this county to jump  
36 and tell everybody what they can do with their own  
37 property. And at the end of the day the person who  
38 pays for the property is the name who's on the deed.  
39 And they should have the right to do with that  
40 property what they see fit as long as it is reasonable  
41 for the community and is not bringing any undue harm.

42 So in my opinion, I believe four pregnant women  
43 could probably live in this house and not even apply  
44 for rezoning. So the fact that we're adding five or  
45 six or seven, you're basically saying three pregnant  
46 women are going to cause the police to come, they're  
47 going to cause the ambulances to come, they're going  
48 to cause so much traffic that we can't have like  
49 quality of life. And then the comments that I've been  
50 so disappointed in is, it's irrelevant if it's the

1 Catholic Church, the Baptist Church or the Church of  
2 God. But whether Charles Stanley came down here or  
3 Franklin Graham, we need to look at it as, is it an  
4 okay use for the owner of that property? I feel like  
5 with a hundred and five acre buffer, that is not going  
6 to bring any undue harm on the residents around it. I  
7 believe that the church has gone to great lengths that  
8 they did not have to. There's even a question here if  
9 they had to come get rezoning in the first place.  
10 They've been forthright. They've answered everybody's  
11 questions. And you may dislike it. But at the end of  
12 the day they'll be the ones writing the check for the  
13 property and they'll be the ones owing the property.

14 And so I respect my council members on this. I  
15 have a conviction for this cause. I've always had a  
16 conviction for this cause. I've asked as many people  
17 as I could separate from me that had different  
18 backgrounds, I lay out the scenario and say tell me  
19 what you think. And I felt like the general consensus  
20 was they did not see how it would negatively or  
21 adversely affect the people around it. So I can't  
22 guarantee the future for everybody in this community.  
23 I can't guarantee the future for my own community in  
24 Anderson. But what is at hand I do not think is an  
25 egregious act by anybody. I think it's something that  
26 would generally be okay. Thank you, Mr. Chairman.

27 TOMMY DUNN: Thank you.

28 RAY GRAHAM: Mr. Chairman?

29 TOMMY DUNN: Mr. Graham?

30 RAY GRAHAM: This has been a very hot  
31 topic item among council members, throughout the  
32 community. And while I sit here tonight, I would love  
33 to support my fellow council member, Mr. Waters, we  
34 well on this, and we've kind of went back and forth  
35 over the weekend, kind of going back and forth trying  
36 to figure out what's the best direction. And you  
37 know, at the end of the day I definitely respect the  
38 property owners and also Mr. Waters and the opinions  
39 that's been given. In talking with different members  
40 of the community that has contacted me, just like the  
41 deer stand earlier; I assure you, sir, that deer stand  
42 had nothing to do with these individuals here. And I  
43 know that was not your intent in making that  
44 statement. But the point being, while we have a  
45 sheriff here in Anderson County, and I come from the  
46 sheriff's department and I speak that straight from  
47 the heart, our guys is out on the road on a daily  
48 basis trying to make our community safer. But we have  
49 knuckleheads throughout our community and they're  
50 going to steal your deer stand and they're going to

1 steal your camera. And this issue here truly has  
2 nothing to do with that. By all means I appreciate  
3 everyone that's taken the time to call me, to email  
4 me. There was several members of the community even  
5 made statements about they wanted their property  
6 rezoned on different issues as far as development or  
7 what not. And you know, I come back to the same  
8 realization. I've told this numerous times to my  
9 fellow council members. And that is that I feel as a  
10 property owner, without any type of restrictions in a  
11 subdivision that's already in place, if you live in a  
12 rural community you should have somewhat of an ability  
13 to do what you want with your property. And I offered  
14 that same opportunity to the neighbors that's in that  
15 community.

16 I don't know if this will pass tonight, but one  
17 thing I would like to see if it does pass, I would  
18 love to see you guys come together with some true pros  
19 and cons. So far on the ones that you have given me,  
20 personally, and the phone calls -- and again I  
21 appreciate those -- there are truly not no issues on  
22 whether or not that facility should be allowed to be  
23 there. I agree with Councilman Wooten as far as who's  
24 putting it there, whether it's a private organization,  
25 whether it's the Salvation Army, whether it's a  
26 church, none of that even matters. At the end of the  
27 day, they're trying to make the community better.  
28 Because realistically speaking, some of the people  
29 that will be there will be from your neighborhood or  
30 be from your community. And also will be from mine.

31 Again, I respect Ms. Floyd's wishes that she  
32 wouldn't want it in her backyard. I can honestly say,  
33 I live down in Starr, and I would not have a problem  
34 with that being in my yard. I don't foresee it  
35 creating a lot of traffic, a lot of crime rate, you  
36 know, drug activity. You know, I don't foresee that.  
37 What I do foresee is if we don't do this, someone  
38 coming in and developing that hundred acres, and you  
39 truly have a traffic problem and you truly have a  
40 crime rate, because with a hundred houses, you're  
41 going to have a crime rate spike. And there's  
42 statistics that back that up. That's not just a  
43 statement. There's statistics that shows that. And  
44 sometime I can't help but think, you're almost cutting  
45 your nose off to spite your face on this. And I mean  
46 that respectfully. And if it does pass, I truly hope  
47 y'all -- because if it does there will be two other  
48 readings and there will be plenty of opportunity to  
49 change the council members' minds supporting it  
50 tonight. But I would truly like it to be a truly con

1 your side that you see that it's a disadvantage to  
2 your community.

3 Again, I appreciate everyone that's taken the time  
4 to contact me personally on this. Thank you.

5 TOMMY DUNN: Thank you, Mr. Graham.

6 I'd just like to say a few words. I've always,  
7 since I've been on council, taken very seriously the  
8 people whose district it's in. I want the same  
9 respect when it comes to a thing in my district.  
10 Also, of all the things in Anderson County, this had  
11 to be picked out having to be the only precinct, I  
12 think, in District 6 that's zoned. And I have to  
13 respect the people that voted for zoning that want  
14 zoning. I mean, I don't necessarily agree all the  
15 time with zoning, but it's the law we live by.  
16 People's got a right to that and they've got a right  
17 to the expectations of what zoning brings to them.  
18 But I also want to say I wholeheartedly agree with Ms.  
19 Wilson. I hope y'all don't come back here if this  
20 thing comes, because you've got a lot more  
21 restrictions and covenants on this piece of property  
22 that the church is looking at than what you're going  
23 to have in the future.

24 Saying that, if nothing else, we're going to call  
25 for a vote. All in favor of Mr. Waters' motion to  
26 deny, show of hands. All opposed. Show the motion  
27 carries with Mr. Waters, Mr. Allen, Ms. Floyd, Mr.  
28 Dunn, Mr. Graham in favor. Ms. Wilson, did you vote  
29 to deny? Vote to not deny Mr. Graham and Mr. Wooten.

30 We're going to take about a five minute recess.

31 GRACIE FLOYD: Tell me ---

32 TOM ALLEN: Mr. Chairman?

33 TOMMY DUNN: It was denied.

34 TOM ALLEN: I'd just like to say that  
35 was a very difficult vote. And my offer is still out  
36 there if we can help you in any way, shape or form to  
37 try to do something. Thank you.

38 GRACIE FLOYD: May I say something?

39 TOMMY DUNN: Yes, ma'am.

40 GRACIE FLOYD: Okay. I want to tell you  
41 that it was denied. Let me tell you something I  
42 didn't tell you now. I don't want it in my backyard,  
43 but you know what I've got instead, I got Fafard, the  
44 company that makes the fertilizer. All right. And  
45 what do we hear first thing in the morning, we hear  
46 trains loading up the fertilizer. What do we smell  
47 late at night, what do we smell? The fertilizer.  
48 They have since moved it a little bit away from us  
49 now. But I have been where you're going. I know how  
50 it is. And I wish you all the best. I wish you all

1 the best. You're building up a good, strong  
2 neighborhood in your area. Thank you.

3 TOMMY DUNN: Moving on to Item number  
4 11, road acceptance into the county inventory, Wild  
5 Hickory Circle. Do we have a motion to accept this  
6 into the county with meeting all county criteria.

7 RAY GRAHAM: Motion.  
8 TOMMY DUNN: Motion Mr. Graham. Have a  
9 second?

10 CINDY WILSON: So moved.  
11 TOMMY DUNN: Do we have a second?  
12 KEN WATERS: Second.  
13 TOMMY DUNN: Second Mr. Waters. Any  
14 discussion? All in favor of the motion show of hands.  
15 GRACIE FLOYD: On the road?  
16 TOMMY DUNN: The road, yes, ma'am.  
17 Show the motion carries unanimously.

18 Moving on to Item number 12, district paving  
19 funds. Mr. Burns.

20 RUSTY BURNS: Mr. Chairman, this is a  
21 request I believe that we have talked with every  
22 member of council today. We are going to be taking  
23 some existing funds and putting them with the 1.5  
24 million dollars that council approved. Take that up  
25 to around a hundred and seventy-five thousand dollars.  
26 We will take a portion of that money, sixty thousand  
27 dollars, and pave the parking lot at the Mental Health  
28 Department. If we put that money together with the  
29 money we're getting from C-funds, it's going to be  
30 around five million dollars.

31 TOMMY DUNN: Do we have a motion to  
32 move this forward?

33 CINDY WILSON: So moved.  
34 TOMMY DUNN: Motion Ms. Wilson. Second  
35 Mr. Allen. Now, discussion.

36 GRACIE FLOYD: Yes.  
37 TOMMY DUNN: Mr. Floyd.  
38 GRACIE FLOYD: Whatever happened this  
39 morning was terrible. I got your message. It was  
40 explained to me. But evidently I didn't understand  
41 the explanation. Because when I called to get some  
42 more, I said what I thought I was told. In fact, I  
43 said what I was sure I was told. But I wasn't told  
44 everything.

45 RUSTY BURNS: Yes, ma'am.  
46 GRACIE FLOYD: And I don't understand it.  
47 I don't understand why -- I think this is called for a  
48 vote tonight; am I correct?  
49 RUSTY BURNS: Yes.  
50 GRACIE FLOYD: I don't understand why we



1 are having to vote on this tonight when we just  
2 realized how much the C-fund was going to give us  
3 after waiting for years -- for a lot of months to get  
4 that. And all of a sudden we know. Two weeks ago we  
5 knew what the C-fund was going to give us. C-fund;  
6 right?

7 RUSTY BURNS: Yes, ma'am.

8 GRACIE FLOYD: But this morning, this  
9 morning I get a phone call to explain something that I  
10 think that we're going to vote on tonight about it;  
11 right?

12 RUSTY BURNS: Yes, ma'am.

13 GRACIE FLOYD: I don't understand that,  
14 Mr. ...

15 FEMALE: Burns.

16 GRACIE FLOYD: Burns. Thank you. I  
17 don't understand that, Mr. Burns. I don't understand  
18 why we always have to rush, rush, rush to get things  
19 through.

20 RUSTY BURNS: We basically knew the  
21 amount of money we were going to get from C-funds. It  
22 was the amount we requested some time ago. At the  
23 meeting that we attended we were assured at the next  
24 meeting that they would vote to approve those funds.  
25 So we knew well before two weeks ago that we were  
26 going to get those monies.

27 GRACIE FLOYD: We didn't. Well, excuse  
28 me, I didn't.

29 RUSTY BURNS: Well, okay. So what we're  
30 trying to do is increase the amount of money that we  
31 have to go with our paving list. We put money aside  
32 to match the C-fund money. So in essence we're going  
33 to be getting around five million dollars for paving  
34 in Anderson County, which is only what we're going to  
35 be responsible for; not what the state is also going  
36 to be paving, and what the state is going to be paving  
37 in another situation with different money. And the  
38 reason that we contacted all members of council today  
39 while this was in the agenda packet mailed out Friday,  
40 is we wanted to give every council member a chance to  
41 ask questions so we could be perfectly clear and  
42 everyone would have an idea of what we wanted to do.  
43 The paving list that we will be going by is the same  
44 paving list that council has been presented before.

45 GRACIE FLOYD: That was -- we were  
46 presented that in 19 -- I think it was in June of 19  
47 -- I'm sorry, 2017; that's how long ago. Yeah, 2017.  
48 And then somehow this showed up. This is the  
49 requested paving list and estimated cost for Anderson  
50 County. Okay. At the time we got this, nobody knew

1     what it was. And still if I showed this to you right  
2     now, you wouldn't know what I was talking about. But  
3     on this it talks about what each of us are going to  
4     get and for what roads. I think these are for the C-  
5     fund roads. All right. This was never explained,  
6     just as the rest of our information. It just showed  
7     up in the folder. Okay. But I think whatever is  
8     planned, I am respectfully, if I know how, asking that  
9     we table this until the next week or the next time we  
10    meet after we have understood it more. I want to know  
11    what I'm getting for District 2. All right. I know  
12    that things don't work out fairly for us, and I said  
13    before God and man, things in District 2 don't always  
14    work out fairly for us. And I cannot take a chance of  
15    leaving this to the powers that be, that we're going  
16    to get our fair share of that money. I respectfully  
17    ask. Do you want to see this, Mr. Allen?

18           TOM ALLEN:           That's okay.

19           GRACIE FLOYD:       Have you seen it?

20           TOMMY DUNN:         Yes, ma'am.

21           GRACIE FLOYD:       You've seen it. Have you  
22    seen it?

23           TOMMY DUNN:         Yes, ma'am.

24           GRACIE FLOYD:       Okay. When I get to be  
25    chair maybe I'll understand it, too. But right now I  
26    don't. And I thank you.

27           TOMMY DUNN:         Do we have a motion ---

28           KEN WATERS:         Mr. Chairman, may I? Over  
29    here. Would you explain that one more time, how much  
30    money we will be given?

31           RUSTY BURNS:       If you took the sources  
32    that I just mentioned, we will have a little over five  
33    million dollars to pave in Anderson County, which  
34    doesn't include money that ANATS will provide in the  
35    ANATS district or money that will come from the GPATS.  
36    It also doesn't include the portion of the C-fund  
37    money that will go on state roads. Nor does it  
38    include the remainder of the money that was passed by  
39    the general assembly last year. They're finishing up  
40    that portion now. Does that make sense?

41           KEN WATERS:         Could I say this is the  
42    most money we've had to pave in ten years?

43           RUSTY BURNS:       It's a lot of money, and I  
44    can't recall that off the top of my head, Mr. Waters.  
45    But if it's not, it's awfully close.

46           KEN WATERS:         So we've finally got some  
47    money to pave with; is that correct?

48           RUSTY BURNS:       Yes, sir.

49           KEN WATERS:         Well, how about that?  
50    Thank you, sir.

1 GRACIE FLOYD: But ---  
2 RAY GRAHAM: Mr. Chairman?  
3 TOMMY DUNN: Mr. Graham?  
4 RAY GRAHAM: This might be -- what is  
5 the percentage that we're putting in our -- between  
6 our paving accounts?  
7 RITA DAVIS: It's very minuscule, sir.  
8 RAY GRAHAM: Right.  
9 RITA DAVIS: It's only -- there will be  
10 an additional two hundred and forty-three thousand  
11 over the 1.5 that's ?? incorporated.  
12 RAY GRAHAM: Right.  
13 RITA DAVIS: So it will make it seven  
14 forty-three.  
15 RAY GRAHAM: In essence this is what we  
16 done last year to get the biggest bang for the buck  
17 with our paving funds?  
18 RITA DAVIS: That's correct, sir.  
19 RAY GRAHAM: This is being fiscally  
20 responsible as council members to basically take the  
21 paving money and basically multiply it with this money  
22 to get the biggest paving jobs throughout Anderson  
23 County? Throughout Anderson County; not a certain  
24 district?  
25 RITA DAVIS: That's right.  
26 RAY GRAHAM: Thank you.  
27 GRACIE FLOYD: Mr. Chair? Okay. Mr.  
28 Burns?  
29 RUSTY BURNS: Yes, ma'am.  
30 GRACIE FLOYD: This money is supposed to  
31 be after we have spent whatever? This money is  
32 supposed to be collected and put all together. And  
33 from that money that's put all together out of each of  
34 our paving accounts we can -- we're going to use it as  
35 a -- somebody's favorite word -- a slush fund?  
36 RUSTY BURNS: No, ma'am.  
37 GRACIE FLOYD: We're going to put -- wait  
38 a minute. We've going to put it in a -- wait a  
39 minute. This is what I have been told. Now listen to  
40 me. We're supposed to take all the money that's left  
41 over from the paving account and we're supposed to put  
42 it all together. And from that money we're going to  
43 pave whatever? Now, we didn't do this last year. We  
44 were supposed to have done it. But we didn't get the  
45 money to do it last year.  
46 RUSTY BURNS: This list comes from the  
47 road maintenance department and it is based on their  
48 best estimation of what we need to pave, being done  
49 scientifically. It is not this, that or the other.  
50 This is their recommendation, which council asked us

1 to follow, and that's what we're trying to do.  
2 GRACIE FLOYD: Okay. Who is their  
3 recommendation?  
4 RUSTY BURNS: Road maintenance  
5 department. Roads and bridges; yes, ma'am.  
6 GRACIE FLOYD: Okay. The road  
7 maintenance department gave each of us last year a  
8 sheet with our things on it. All right. We haven't  
9 seen that sheet since last year; I think it was June  
10 the 17th, because there was no money. We didn't get  
11 the money that we thought we was going to get from the  
12 C-fund so we didn't do it. So that's how I know that  
13 it couldn't have been done last year.  
14 RUSTY BURNS: Yes, ma'am.  
15 GRACIE FLOYD: Okay. There was a time  
16 when District 3 used to get a lot of money. I think  
17 the thing was fifty percent roads and fifty percent  
18 something else. Okay? They got most of the money.  
19 All right. And a lot of money. But that was changed  
20 four ---  
21 RUSTY BURNS: It certainly was.  
22 GRACIE FLOYD: --- four years ago that  
23 was changed?  
24 RUSTY BURNS: Yes, ma'am.  
25 GRACIE FLOYD: And since then we have not  
26 had a situation with road money that was continuous.  
27 It's the same thing every year like it used to be.  
28 Okay. So now every year we have to go through  
29 something to see what it's going to be. Okay. And I  
30 don't understand this time.  
31 RUSTY BURNS: Yes, ma'am.  
32 GRACIE FLOYD: All I know that a lot has  
33 been done to District 2, but not enough has been for  
34 it. I've been there nineteen years and I'll say it  
35 until the day I die, I've been here for nineteen years  
36 and I don't trust the system.  
37 Now, until we can get this money worked out --  
38 everybody else may know and everybody's probably got  
39 their minds are made up, because that's how things are  
40 done. All right. But until we can all get the same  
41 report of who's going to get what and who is going to  
42 put in the pile and who's going to get the money from  
43 the pile can be worked out, I would like to postpone  
44 the vote until we can get that done. Thank you.  
45 KEN WATERS: Mr. Chair, can I ask one  
46 more question? You did say this did not include the  
47 GPATS and the ANATS?  
48 RUSTY BURNS: No, sir, it does not.  
49 KEN WATERS: So that's even more ---  
50 RUSTY BURNS: Yes, sir.

1 KEN WATERS: --- projects that'll be  
2 done. So you're looking at over five million; is that  
3 correct?

4 RUSTY BURNS: Yes, sir.

5 KEN WATERS: Okay. Thank you, sir.

6 TOMMY DUNN: All in favor of the  
7 recommendation from the staff, show of hands. All  
8 opposed. Show the motion carries with Mr. Waters, Mr.  
9 Allen, Mr. Dunn, Mr. Graham, Mr. Wooten, Ms. Wilson in  
10 favor. Ms. Floyd opposes.

11 Moving on to Item 13, executive session. We need  
12 to go into executive session for legal advice  
13 regarding Iva sewer contractual matters. We have a  
14 motion?

15 RAY GRAHAM: So moved.

16 TOMMY DUNN: Motion Mr. Graham, second  
17 Mr. Allen. All in favor of the motion, show of hands.  
18 All opposed? Show the motion carries. We'll go right  
19 back here behind us. Is that right, Mr. Burns?

20 **(EXECUTIVE SESSION)**

21 TOMMY DUNN: We're back in session. Do  
22 we have a motion to come out of executive session?

23 CINDY WILSON: May I make a motion that we  
24 come out of executive session, having received legal  
25 advice regarding the sewer matter.

26 TOMMY DUNN: Taking no votes?

27 CINDY WILSON: No action taken.

28 RAY GRAHAM: Second.

29 TOMMY DUNN: Second Mr. Graham. All in  
30 favor of the motion show of hands. Shows the motion  
31 carries.

32 Moving on to Item Number 14, Appointments.  
33 District 7, Ms. Wilson.

34 CINDY WILSON: Yes. May I please  
35 nominate Mr. Marion Middleton, Jr. for District 7's  
36 position on the Museum Board.

37 TOMMY DUNN: Got a motion by Ms. Wilson  
38 for Museum Advisory Board appointment. We have a  
39 second?

40 KEN WATERS: Second.

41 TOMMY DUNN: Second by Mr. Waters. Any  
42 discussion? All in favor of the motion show of hands.  
43 Like sign. Show the motion carries.

44 Do we have any more appointments?

45 Moving on to requests from council members. Mr.  
46 Waters, do you have any?

47 KEN WATERS: I have none at this time.

48 TOMMY DUNN: Mr. Allen?

49 TOM ALLEN: Yes, Mr. Chair. I have  
50 two that I'd like to make. The first one is for the



1 Crescent Elite Shooters. They're a skeet trap  
2 shooting club and I'd like to take five hundred  
3 dollars out of my recreation account for them. And I  
4 also have another one for the Townville Recreation  
5 Department for four thousand dollars. And I put that  
6 in the form of a motion.

7 KEN WATERS: Second.  
8 TOMMY DUNN: Motion by Mr. Allen,  
9 second by Mr. Waters. Any discussion? All in favor  
10 of the motion show of hands. Show the motion carries.  
11 Anything else, Mr. Allen?

12 TOM ALLEN: That's all.  
13 TOMMY DUNN: Ms. Floyd, do you have  
14 any?

15 GRACIE FLOYD: No, I don't have any at  
16 this time.

17 TOMMY DUNN: Mr. Graham?  
18 RAY GRAHAM: Thank you, Mr. Chairman.  
19 I'd like to take five hundred dollars out of my rec  
20 account for the Crescent Elite Shooters. I bring this  
21 forth in the form of a motion.

22 TOM ALLEN: Second.  
23 TOMMY DUNN: Mr. Graham makes a motion  
24 to take District 3's rec account five hundred dollars.  
25 Mr. Allen seconds it. Any discussion? All in favor  
26 of the motion? Motion carries. Anything else, Mr.  
27 Graham?

28 RAY GRAHAM: No, Mr. Chairman.  
29 TOMMY DUNN: Mr. Wooten?  
30 CRAIG WOOTEN: I have none at this time,  
31 sir.

32 TOMMY DUNN: Ms. Wilson has none.  
33 District 5 has none.

34 Moving on to Item 16, Administrator's Report.

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

37 TOMMY DUNN: Thank you.

38 Moving on now to Citizens Comments. When Mr.  
39 Harmon calls your name, please state your name and  
40 district for the record. You have three minutes.  
41 Address the Chair.

42 LEON HARMON: Mr. Chairman, we have one  
43 citizen signed up. Elizabeth Fant.

44 ELIZABETH FANT: Boy, I mean to tell you,  
45 this is right. I don't know how we do it, but we seem  
46 to have telepathy or something about some of the  
47 things that we think are important on the agenda, Ms.  
48 Floyd and I. I was looking through the paving account  
49 and somebody can explain it to me later, the districts  
50 and so forth. You come to District 3, Mr. Graham,

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1 city of Belton, zero for paving. You come to District  
2 2, city of Anderson, zero for paving. You come to ---  
3 TOMMY DUNN: Wait a minute. Stop the  
4 time a minute. Hold on a second.

5 GRACIE FLOYD: What are you talking  
6 about?

7 ELIZABETH FANT: Paving account.

8 GRACIE FLOYD: In your what?

9 ELIZABETH FANT: Paving account, in your  
10 folder. I think there was one other one. And  
11 District 1 gets a hundred and nineteen thousand  
12 dollars for the Civic Center. I don't know.  
13 Something is just not equitable about that. I  
14 remember in District 3, not too long ago, I believe a  
15 hundred thousand dollars of paving went to not roads.  
16 It went to paving alright, and if you remember where  
17 it went to, you can talk to me about it later. Paving  
18 is supposed to be road; period.

19 I talked to Mr. Burns after the last meeting. I  
20 was kind of agitated, and he knew I was kind of  
21 agitated. And I came up with this thing. And I told  
22 him, I said, you know, a lot of the things that happen  
23 in County Council could be exasperated -- no, that's  
24 not the word I want -- eliminated if County Council  
25 would only explain them better to the citizens. And I  
26 mentioned to him that I thought he ought to have  
27 different departments come up and explain their  
28 department and what they were doing with enterprise  
29 funds and sewer funds and how that worked out. Ms.  
30 Wilson has several different times tried to explain  
31 what fee-in-lieu of is. But you need to educate us.  
32 We are trying the best of our ability to understand  
33 what it is y'all are doing. And if you would just be  
34 teachers first. A good teacher does that. A good  
35 teacher doesn't come to the students and say, here's  
36 the material, learn it, you're going to have a test on  
37 it. A good teacher makes the ground so everybody  
38 understands. If they don't understand they keep  
39 bringing illustrations. They explain it so that the  
40 public knows. You would get a lot more support and a  
41 lot more participation if people felt like you  
42 explained what it was and that you just didn't ram  
43 through one ordinance after another ordinance.

44 This week particularly I've seen communication be  
45 again important. I'm always teaching that with my  
46 volunteers.

47 LEON HARMON: Time, Mr. Chairman.

48 TOMMY DUNN: Thank you, Mr. Harmon.

49 Next?

50 LEON HARMON: No one else is signed up.

1 TOMMY DUNN: Thank you, Mr. Harmon.  
2 Have comments from council members. Mr. Waters?

3 KEN WATERS: I want to apologize for  
4 not wearing a suit and tie tonight. It's been a busy  
5 day and I didn't have time to go by and change  
6 clothes. We've had tornadoes in the last week and  
7 everything else. So I want to apologize for that.  
8 The next time I'll definitely be in a suit and tie.

9 It's been an interesting night tonight. Made some  
10 difficult decisions. One of the things we talked  
11 about in zoning, sometimes you may win the battle, you  
12 know, but you don't win the war. It's like a two-  
13 headed snake. Sometime or another one end is going to  
14 get you. We were correct in doing what the citizens  
15 wanted to do. That's pretty tough. You've got a good  
16 program. I think somewhere else it'll do better.  
17 Where, I don't know. And just wanted you to know that  
18 was a touch decision for all of us. And it could have  
19 been better; could have been worse. Who knows? You  
20 know, you just don't know. So that was a very  
21 difficult decision. I like what you're doing. You  
22 could have done it beside my house, but I don't have  
23 one. Anyway, I don't know if that helps you out any  
24 or not, but you know, I felt like I needed to say  
25 that.

26 A lot of good things going on. I really like the  
27 money for paving. I almost feel like it's Christmas  
28 because for so many years we've wanted this. For so  
29 many years people's complained about it. For so many  
30 years when they complained about it, we couldn't do  
31 nothing about it. And so there's a sigh of relief  
32 here, you know, having something to do. And I  
33 appreciate the hard work that Mr. Burns did on that.  
34 I know there's a lot of adding -- he can add and  
35 subtract pretty good every once in a while. But I  
36 appreciate all the hard work.

37 The jobs, the thirty-one news jobs; six and a half  
38 million in capital projects; that's going to give  
39 somebody a job. Any time somebody can get a job and  
40 provide for themselves -- the economy is going great  
41 right now. I was talking with a builder yesterday and  
42 he told me that he was -- to either start planning  
43 something you had to plan six months out, and that  
44 don't guarantee you're going to get anything because  
45 there's so many options out there right now.

46 And then talked with another gentleman today on a  
47 commercial project. Same thing, people are -- you  
48 know, they have so many choices now till they can  
49 choose what they want to do. And I haven't seen it  
50 like this in a long time. I noticed some of the stock

1 markets that have been doing bad are starting to  
2 improve. And you know, it's just we've got so many  
3 good things going on right now till, you know, we're  
4 very blessed in what we're doing. Looking at some of  
5 the problems that we've had for over eight years and  
6 we stand a good chance of correcting some of those.  
7 And so, you know, I just feel good about the things  
8 that's going on. I like them.

9 And I took a day off yesterday and went to the  
10 lake. That was the first time all summer I had time  
11 to do that. And done some relaxing and done a lot of  
12 thinking about some things. Looking forward to  
13 spending more time at the lake. Something I've always  
14 wanted to do and it looks like I'm going to get to do  
15 that.

16 Ms. Fant, you got something you'd like to say?  
17 You spent about ten minutes of my time tonight, so I  
18 thought we'd give you another couple of minutes if you  
19 want to, to waste some more time. All right. Well, I  
20 appreciate that. And you know, it's just -- just to  
21 count all the good things that are going on, I mean,  
22 just every which way you point there's something good  
23 going on. And I just appreciate the comradery that  
24 we've had here. We can respectfully disagree with  
25 each other. We've worked out a lot of problems that  
26 way. It's been a -- it's just been a pleasure, you  
27 know, working with my cohorts here. And I still say  
28 we've got probably one of the best councils in South  
29 Carolina, and very proud to say that.

30 Thank you, Mr. Chairman.

31 TOMMY DUNN: You sure you're through?  
32 Mr. Allen?

33 TOM ALLEN: Yes, sir, Mr. Chair.

34 KEN WATERS: I don't get a good  
35 microphone like this, so I'm kind of enjoying this.

36 TOMMY DUNN: And there's a reason for  
37 that. Mr. Allen?

38 TOM ALLEN: Yeah. I wanted to echo  
39 what Ken had to say about the zoning situation  
40 tonight. That was a very difficult decision. Hard to  
41 swallow. But nonetheless, I'll just say that.

42 The other thing I wanted to do is make note of a  
43 letter that was sent to the County Council here and  
44 thanking Anderson County for the work that they did on  
45 the Corporal Freddie Stowers monument up in Sandy  
46 Springs. Corporate Stowers was a World War I  
47 recipient of the Metal of Honor. He was the first  
48 black soldier to receive the Metal of Honor. And  
49 although he was killed on September 27th of 1918, the  
50 paperwork for his metal was lost in this huge

1     bureaucracy, like if you saw the *Indiana Jones* movie,  
2     the big warehouse where things get lost. Apparently  
3     his paperwork is in there. And it wasn't until George  
4     W. Bush, it was brought up to his attention that his  
5     paperwork was there and should have been honored, so  
6     at that time, clear into the 1990s, the award at that  
7     time was actually awarded to him. The monument was  
8     refurbished, rededicated up there, and we were lucky  
9     enough to have a Commanding General at Fort Jackson  
10    there to say a few words. And I can tell you, when  
11    you can get a Commanding General of an Installation to  
12    come to your town sometime, that's quite a chore to  
13    get that done. So we are very proud of that. And I,  
14    too, want to thank the County. I know Rusty and the  
15    crew did a tremendous job up there to get that all put  
16    together. The family, the family members, have all  
17    signed a letter and they were very appreciative of  
18    what occurred that day. So thanks to the County and  
19    County Council.

20         That's all I have, Mr. Chair.

21             TOMMY DUNN:             Thank you, Mr. Allen. Ms.  
22    Floyd?

23             GRACIE FLOYD:         Yes. I would like to  
24    know, Mr. Chairman, Mr. Burns, and whoever, who wrote  
25    that ordinance, that resolution to be placed on the  
26    ballot about the alcohol sales? Who wrote that?

27             TOMMY DUNN:             I think Mr. Harmon did.

28             GRACIE FLOYD:         Mr. Harmon, did you write  
29    that?

30             LEON HARMON:            I wrote most of that; yes,  
31    ma'am, I did.

32             GRACIE FLOYD:         You wrote the whereas'  
33    too?

34             LEON HARMON:            My recollection is that I  
35    did.

36             GRACIE FLOYD:         Okay. Mr. Harmon, did we  
37    vote on that for the Council?

38             LEON HARMON:            Yes, ma'am.

39             GRACIE FLOYD:         I don't remember ---

40             LEON HARMON:            You voted three times on  
41    it because ---

42             GRACIE FLOYD:         I don't remember voting  
43    that says that we promoted the alcohol thing. I  
44    probably voted on the referendum thing. But I never  
45    voted that the County Council was promoting something  
46    like that. Mr. Harmon, I wouldn't do that. And I  
47    think that when it was done like that you put me in a  
48    bad situation. I would not vote to have alcohol sales  
49    on Sunday. I am a Council person, but I don't  
50    remember we voted on that specific language. We



1 didn't. No, I don't think so. But you put me in a  
2 bad situation. I would not vote for that. I don't  
3 believe in that. Okay. You did a good job in getting  
4 it done. But since there was no vote on putting the  
5 Council's name in there saying that, I would like for  
6 it to be rewritten, please. And if you want to put  
7 down the Council people's name who did it, who agreed  
8 with it, then that's fine. But I don't want my name  
9 as a Council person's name to be put down. It was a  
10 generic, fine, but that's specific. I like my beer.

11 LEON HARMON: I understand what you're  
12 saying. But it's already gone to the voter  
13 registration and elections to be put on the ballot.  
14 I'll be glad to look back at the minutes and show you  
15 where it was voted on three times.

16 GRACIE FLOYD: I'm sure it was. But the  
17 language to include the County Council as a proponent  
18 of that was not on that. The language to include the  
19 County Council as someone who was promoting was not on  
20 that. What was on there was the fact that somebody --  
21 I think it was Mr. Wooten ... In fact, Mr. Wooten,  
22 didn't you help write that? Wasn't you supposed to be  
23 the one who wrote that?

24 CRAIG WOOTEN: No, ma'am. At no point  
25 have I written a legal document.

26 GRACIE FLOYD: Excuse me. I thought you  
27 had wrote it. But anyway, at no point did it say  
28 anything like that.

29 And Mr. Harmon, I'm saying it as politely and  
30 respectfully as I know how, I wouldn't do that;  
31 promote the alcohol on Sunday.

32 LEON HARMON: I understand.

33 TOMMY DUNN: Mr. Graham?

34 GRACIE FLOYD: I guess what I could do --  
35 excuse me. I guess what I could do is to write it  
36 out. But if I did that, if I would make a statement  
37 saying I did not do that, I did not do that ... What  
38 am I going to do?

39 TOMMY DUNN: Mr. Graham?

40 RAY GRAHAM: I don't have nothing at  
41 this time, Mr. Chair.

42 TOMMY DUNN: Thank you. Mr. Wooten?

43 CRAIG WOOTEN: Yes. Just briefly, you  
44 know, to Michael and the Diocese of Charleston, I  
45 guess I'm apologetic in nature for the time that you  
46 put in and the correspondence you did. Thank you for  
47 the way you handled yourself. And for me it was an  
48 easy decision. And I respectfully disagree with my  
49 fellow council members.

50 You know, there seems to be a reoccurring thing

1 where we're sort of told, you can't have any more  
2 money to do anything because the things you've got  
3 right now are not being taken care of. Well, that's  
4 really telling the poor guy who never had any money,  
5 we can't give you any money because you never did  
6 anything with it. We don't ever have any extra money.  
7 So unless you let us take on certain projects, we're  
8 never going to be able to tackle them. And then we'll  
9 just be turned around and accused of not having vision  
10 and doing things. So I'm all for efficiency. If  
11 anybody can show the County where we can be more  
12 efficient, I'm game for it. Could we find a hundred  
13 thousand, five hundred thousand? Maybe. I guarantee  
14 you we can't find ten million. I guarantee you we  
15 can't find twenty million. And those are the price  
16 tags of the projects that people are talking about.  
17 So at the same time that we talk about hospitality or  
18 investment in the County, I'll talk efficiency. We'll  
19 get down to the root level where it can be more  
20 efficient. But it's a myth if we think that we can be  
21 more efficient and fund capital projects. That's like  
22 saying, you know, cut the Secretary of Defense's  
23 curtains in his office in DC and we're going to  
24 balance the budget. If you don't tackle medicaid,  
25 medicare and deficit spending, it won't happen. It's  
26 just talk. And we go by year after year after year  
27 and we don't accomplish the big things that we could  
28 accomplish. So, I don't know. Little frustrated  
29 tonight, but I mean we have so many positive things  
30 going on in this county, this is, in my opinion, the  
31 best county council in the fact that we do have  
32 dissent, but we do communicate and I do appreciate  
33 everybody's input. Thank you, sir.

34 TOMMY DUNN: Thank you, Mr. Wooten.  
35 Ms. Wilson?

36 CINDY WILSON: Thank you, Mr. Chairman.  
37 I'm very sorry that the Massey Estates neighbors did  
38 not more carefully review what was being offered by  
39 the Diocese. I really believe that that would have  
40 provided them concrete assurances from here on out.  
41 And I fear for what can take place over there.

42 I do want to thank our Clerk of Court for the  
43 hospitality here tonight. And I also wanted to remind  
44 everybody who didn't notice it, the State Ethics  
45 Commission is going to do training for us over at the  
46 COG office Monday if anyone is wanting to go. I'm  
47 going to try to take the Monday morning for the  
48 meeting.

49 The Kinder Morgan meeting that we had with South  
50 Carolina DHEC hopefully will provide greater cleanup

1 efforts on the part of Kinder Morgan. We're very  
2 grateful for the Southern Environmental Law Center's  
3 efforts for the citizens of our county. And that will  
4 be -- we will be having a town hall meeting over in  
5 the Cheddar area pretty soon to deal with that and  
6 also with the referendum questions. And I'll be  
7 scheduling some town halls to go over the referendum  
8 questions.

9 Anyway, thank y'all. It's always interesting.

10 TOMMY DUNN: Thank you, Ms. Wilson.  
11 Mr. Harmon, if you would it's going to take me just a  
12 little bit. Would you let me know when my five  
13 minutes ... I'm going to have to have some energy to  
14 get through this.

15 LEON HARMON: I'll be sure to get it  
16 before I leave here.

17 TOMMY DUNN: Lord knows he don't need  
18 it.

19 I want to thank my fellow council members. It's a  
20 pleasure working with most of you. Sometimes you've  
21 got some tough decisions, but that's what you get put  
22 on here for, to do the best you can and respect one  
23 another's opinions and votes. And I appreciate that.

24 I want to thank Mr. Burns and his staff for last  
25 week at the airport dedication. I thought it was a  
26 great turnout, a great job. And I think, as folks  
27 will say, that's our gateway into Anderson County, and  
28 I think that's going to be a great thing for Anderson  
29 to keep on thriving, to keep growing, and to keep  
30 prosperity going. If you're sitting still, we're  
31 going to get overtaken. You can't sit on your  
32 laurels. This county has been sitting still and  
33 hasn't done nothing. The decade before this council  
34 come on, the last ten years, we're progressing and  
35 getting good paying jobs for the citizens of Anderson  
36 County. It's going to make a better life for  
37 themselves and their kids. And that's what we want.  
38 I hope this council continues doing it and future  
39 councils keep doing it and doing it in the best  
40 interest of the citizens of Anderson County. And I  
41 hope the citizens of Anderson County will be well  
42 educated because they've got two very big votes coming  
43 up on referendum on hospitality tax and alcohol sales  
44 on Sunday. And we did vote on that three times. And  
45 I think if you look at the votes you might be  
46 surprised who voted for what.

47 KEN WATERS: Mr. Chairman, have we  
48 worked enough overtime to turn it in on our time  
49 sheets?  
50

*Anderson County Council - Special Presentation Meeting - October 2, 2018*

1           **(MEETING ADJOURNED AT APPROXIMATELY 8:55 P.M.)**

**ORDINANCE NO. 2018-035**

**AN ORDINANCE AUTHORIZING THE LEASE OF A PORTION OF THE ANDERSON SPORTS AND ENTERTAINMENT CENTER CONSISTING OF APPROXIMATELY .75 ACRES OF TAX PARCEL NO. 122-00-01-001 TO DUKE ENERGY CAROLINAS, LLC FOR LOCATION OF AN ENERGY STORAGE SYSTEM AND RELATED IMPROVEMENTS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Duke Energy Carolinas, LLC has proposed to locate an Energy Storage System and related ancillary technologies, including, but not limited to, solar photovoltaic power aways, voltage regulations, and power quality regulation.

**WHEREAS**, the Energy Storage System would provide an alternative source of power to the Anderson Sports & Entertainment Center in the event of a power outage;

**WHEREAS**, Anderson County, South Carolina (the "County") acting by and through its 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**, Anderson County, South Carolina owns the real property which contains the Anderson Sports & Entertainment Center, more specifically designated as Tax Map parcel 122-00-01-001, and the County desires to lease approximately .75 acres to Duke Energy Carolinas, LLC for location of an Energy Storage System.

**NOW THEREFORE, BE IT ORDAINED BY THE** Anderson County Council in meeting duly assembled that:

1. The Anderson County Council hereby approves the lease of approximately .75 acres of real property located at the Anderson Sports & Entertainment Center (a portion of Tax Map Parcel 122-00-01-001) to Duke Energy Carolinas, LLC for location of an Energy Storage System as negotiated on Ground Lease Agreement attached as Exhibit A.

2. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name and on behalf of the County to carry out the transactions contemplated by this Ordinance, including, without limitation, the Ground Lease Agreement, Memorandum of Lease and such other documents necessary and appropriate to the lease of the real property.

3. 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.

4. 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.

5. 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 16th day of October, 2018.

**ATTEST:**

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey A. Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

First Reading: September 18, 2018  
Second Reading: October 2, 2018  
Third Reading: October 16, 2018  
Public Hearing: October 16, 2018



## **GROUND LEASE AGREEMENT**

**THIS GROUND LEASE AGREEMENT** (this "Lease") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "Landlord") and **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (the "Tenant").

Landlord and Tenant covenant and agree as follows:

1. **Premises and Intended Use.** In consideration of the rents, terms, covenants, and agreements set forth in this Lease to be paid, kept, and performed, Landlord leases to Tenant and Tenant leases from Landlord approximately \_\_\_\_ acres of land (being Tax Parcel No. 1220001001), located in the City of Anderson, Anderson County, South Carolina, more particularly described and/or depicted on **Exhibit A** attached hereto and incorporated herein by reference (the "Land"), and all improvements, fixtures, personal property and trade fixtures now or in the future located thereon (but excluding any property required to be removed by Landlord pursuant to Section 7(b) of this Lease), together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the Land, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the "Premises"), to be occupied and used upon the terms and conditions herein set forth. Tenant's intended use of the Premises is for the development, construction, installation, operation and maintenance of an energy storage system and related improvements for the storage of electric power and related ancillary technologies, including but not limited to, solar photovoltaic power arrays, voltage regulation, and power quality regulation (the "Intended Use"), and including without limitation, (i) electrical and communication lines, transformers, power inverters, equipment, cables, switches and electrical substation(s); (ii) laydown areas, control buildings, and maintenance facilities; and (iii) roads, fences and gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment and for security (collectively the "Energy Storage System").

2. **Term of Lease, Commencement Date, and Renewal Terms.**

(a) **Term of Lease and Commencement Date.** The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Commencement Date and shall end at 11:59 P.M. local time on the date that is fifteen (15) years after the Commencement Date (the "Expiration Date"), unless extended or sooner terminated as herein provided. If the Expiration Date is other than the last day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire. The "Commencement Date" shall be the Commercial Operation Date. The "Commercial Operation Date" shall be the date that all of the following have occurred: (i) the Energy Storage System has been installed, constructed, tested, commissioned, and is fully capable of being operated for its Intended Use; (ii) the Tenant has received all permits and approvals from governmental authorities having jurisdiction and the applicable electrical transmission provider for the Energy Storage System; and (iii) the Energy Storage System begins delivering electricity to the electrical grid. Once the Commencement Date is ascertained, the parties agree to execute a memorandum or other writing confirming the Commencement Date.

(b) **Renewal Terms.** Tenant shall have the right to extend the initial Term granted herein for up to three (3) additional terms of five (5) years each (each a "Renewal Term" and collectively, the "Renewal Terms") by providing Landlord with written notice of Tenant's desire to extend the Term for the

applicable Renewal Term prior to the Expiration Date (or prior to the expiration of the preceding Renewal Term, as applicable); provided, however, that Landlord, in its sole discretion, consents to such extension.

**3. Due Diligence Period; Construction Period; and Landlord's Rights Before Construction Commencement Date.**

(a) **Due Diligence Period.** Commencing on the Effective Date and continuing for a period of two (2) years after the Effective Date (the "**Initial Due Diligence Period**"), Tenant shall have the right to enter the Premises to perform its due diligence, inspection, investigation and pre-construction activities to determine if the Premises is suitable for leasing by Tenant, the Intended Use, and obtaining permits and approvals for the Intended Use. Tenant may extend the Initial Due Diligence Period for one (1) additional year commencing after the expiration date of the Initial Due Diligence Period (the "**Extended Due Diligence Period**"), by delivering written notice to Landlord prior to the expiration date of the Initial Due Diligence Period. (The Initial Due Diligence Period and Extended Due Diligence Period are collectively referred to herein as the "**Due Diligence Period**").

(b) **Construction Period.** The "**Construction Period**" shall commence upon the Construction Commencement Date (as hereinafter defined) and expire upon the Commercial Operation Date (which is the same date as the Commencement Date of the Term of this Lease). The "**Construction Commencement Date**" shall be the earlier of (i) the date Tenant issues written notice to Landlord advising Landlord of Tenant's intent to begin construction activities at the Premises, or (ii) the date Tenant commences the construction or installation of the Energy Storage System at the Premises; provided however, the Construction Commencement Date shall not be deemed to have occurred by virtue of any testing conducted by Tenant on the Land, minimal site clearing to support such testing, or by virtue of Tenant installing access routes or roads on the Land, nor shall it be any later than six (6) months following the conclusion of the Due Diligence period. Once the Construction Commencement Date is ascertained, the parties agree to execute a memorandum or other writing confirming the Construction Commencement Date.

(c) **Landlord's Rights Prior to Construction Commencement Date.** During the period between the Effective Date and the Construction Commencement Date, Landlord shall continue to have full use and control of the Premises, subject to Tenant's access and inspection rights set forth in Section 3(a) and Section 4 of this Lease. On and after the Construction Commencement Date, Landlord (and any other party claiming, by, through or under Landlord) shall not have full use and control rights of the Premises.

**4. Lease Contingencies and Tenant's Due Diligence.**

(a) **Lease Contingencies.** Tenant's obligation to perform hereunder shall be subject to the satisfaction of the following contingencies (collectively the "**Contingencies**"): (i) Tenant obtaining all necessary permits and approvals from federal, state and local governmental authorities required by Tenant for its Intended Use and to construct and operate its Energy Storage System at the Premises with interconnection to the grid for the sale and delivery of electrical power; (ii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental, geological, geotechnical, and; (iii) Tenant obtaining all necessary easements for its Intended Use. Landlord, at no cost to Landlord, agrees to sign any applications or other documents (that require signature by the fee owner of the Premises), and to take all such other actions, as are reasonably required to allow Tenant to, at Tenant's expense, obtain any re-zonings, variances, permits or other approvals required by Tenant for the Intended Use. If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the expiration date of the Due Diligence Period, Tenant may terminate this Lease by giving written notice to Landlord prior to the expiration date of the Due Diligence Period. In addition, the Tenant's right to terminate this Lease pursuant to this Section 4(a) shall expire on the Construction Commencement Date and is further subject to the conditions specified in Section 9 of this Lease.

(b) **Due Diligence, Inspections, Title and Survey.** After the Effective Date, Tenant and its employees, agents, contractors, and authorized representations shall be entitled to enter the Premises and conduct, at Tenant's expense, inspections, investigations, studies, surveys, borings, sampling, and testing of the Premises as Tenant deems necessary or desirable to determine if the Premises is suitable for Tenant's Intended Use (the "**Due Diligence Work**"). Within sixty (60) days after the Commencement Date, Tenant shall obtain a survey of the Premises (the "**Survey**"). The Survey's legal description shall be deemed to be the legal description of the Land for all purposes under this Lease. After the Commencement Date, Tenant may, at Tenant's expense, conduct the necessary survey(s) and submit the required filings to the local governmental authority having jurisdiction to subdivide the parcel(s) of Land comprising the Premises so that the Premises are contained within one or more tax parcels separate from other adjacent property owned by the Landlord.

5. **Rent.** No rent shall be paid by Tenant to Landlord. In lieu of paying rent, Tenant shall install, maintain and operate the Energy Storage System to provide backup power to Landlord's Anderson Civic Center in the event of a grid outage.

6. **Utilities, Maintenance and Repairs.** Tenant shall pay for all utilities used at the Premises by Tenant. Tenant, at Tenant's cost, shall be responsible for the repair and maintenance of the Energy Storage System and Tenant's improvements on the Premises.

7. **Alterations.**

(a) Tenant may, at its expense and upon approval of Landlord which shall not be unreasonably withheld, make any alterations, additions, improvements and changes to the Premises as it may deem necessary or desirable in the operation of its business or Energy Storage System, including without limitation any fencing, security devices and or signage desired by Tenant. Any alteration, addition, improvement or change conducted by Tenant shall be done in compliance with applicable laws and requirements of governmental agencies having jurisdiction. Landlord, at no cost to Landlord, agrees to sign any permit applications and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises. The Energy Storage System and any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, equipment, and other personal property installed or placed in the Premises by or for Tenant, shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant, and shall be removable by it at the expiration or earlier termination of this Lease. In the event that Tenant removes any trees, crops or other vegetation from the Premises during the Term, Tenant may sell and/or dispose of the same, and any revenues derived by Tenant from the sale of the same shall belong to Tenant.

(b) Within thirty (30) days after the Tenant notifies Landlord that the Construction Commencement Date has occurred, Landlord shall, at Landlord's sole cost and expense, remove and dispose of all of the following from the Premises: NONE

8. **Use and Occupancy.** Tenant shall be entitled to use the Premises for the Intended Use. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to the Tenant on the Construction Commencement Date.

9. **Lease Termination and Surrender of Land.**

(a) **Termination Rights.** Tenant shall have the right to terminate this Lease as provided in Paragraph 4 (the "**Termination Date**") by providing Landlord with written notice of such termination on or before the date that is thirty (30) days prior to the Termination Date. Upon a termination of this Lease by

Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder.

(b) **Surrender of Land.** Upon the expiration or earlier termination of this Lease, Tenant shall (i) return the Land to Landlord in substantially the same condition the same were in as of the Construction Commencement Date, to the extent practicable and reasonable wear and tear excepted; and if applicable, (ii) decommission and remove Tenant's Energy Storage System and all improvements and equipment constructed or installed by Tenant on the Land. Notwithstanding the foregoing, in no event shall Tenant have any obligation to replace any crops or other vegetation damaged or removed by Tenant during the Term.

10. **Insurance.** Tenant may, after the Energy Storage System and its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards. Tenant shall keep in force, at its sole cost and expense, comprehensive commercial general liability insurance, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, insuring such party, and the other party hereto as additional insured, against liability arising out of the use, occupancy or ownership of the Premises. Landlord maintains General Tort Liability coverage through the State Fiscal Accountability Authority, Insurance Reserve Fund and will, upon request, provides a certificate of insurance. Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance. Notwithstanding the foregoing, Tenant may self-insure (either by use of deductibles or self-insured retention) the coverage required of Tenant hereunder and Tenant may satisfy its insurance obligations hereunder through a "blanket" policy or policies covering other properties or liabilities of Tenant.

11. **Taxes.** Tenant shall be solely responsible for any ad valorem property taxes that are assessed against either the Premises or Tenant's personal property for periods falling within the Term. Landlord and Tenant shall apportion taxes appropriately between the parties for any partial tax years falling within the Term. Tenant shall also be responsible for any deferred property taxes ("**Deferred Taxes**") due on the Premises as a result of Tenant's use of the Premises for the Intended Use in accordance with applicable South Carolina laws. However, in the event that Tenant's use of the Premises for the Intended Use triggers the obligation to pay any Deferred Taxes, or any other taxes, assessments, penalties, fees or interest, on any other property owned by Landlord (other than the Premises), Landlord shall be solely responsible for paying the same. In the event that the Premises is a part of a larger tax parcel owned by Landlord, and Deferred Taxes become payable on the entire tax parcel as a result of Tenant's use of the Premises for the Intended Use, the Deferred Taxes shall be equitably apportioned as to Landlord and Tenant in a pro-rata manner such that Tenant is responsible only for such costs as they relate to the Premises and Landlord is responsible for the remainder. During the Term, Tenant, at its cost, shall have the right, at any time, to seek a reduction in the assessed valuation of the Premises or to contest any taxes that are assessed against the Premises (or any portion thereof) or are to be paid by Tenant. If Tenant seeks a reduction or contests any taxes, the failure on Tenant's part to pay the taxes shall not constitute a default as long as Tenant complies with the provisions of this Section 11.

12. **Fire or Other Casualty.** In the event that the Premises, Energy Storage System, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole reasonable judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises, the Energy Storage System, or other improvements thereon, as the case



may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall be payable to Tenant.

13. **Condemnation.**

(a) If the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) If a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. If there is any Partial Taking, the Landlord and the Tenant shall both be entitled to participate in the condemnation proceeding to establish the condemnation award to the taking of each parties' interest in the Premises.

(c) If Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding the foregoing, however, in the event Tenant has exercised its right to terminate this Lease under this Section 13, then Tenant shall first receive all condemnation proceeds until Tenant has received an amount equal to the appraised value of the improvements made to the Land by Tenant prior to the taking. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

14. **Default.** If either party fails to comply with any term, covenant or condition of this Lease for a period of thirty (30) days after the defaulting party's receipt of written notice from the other party of such failure (provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, the defaulting party shall not be in default hereunder if it commences to cure within such thirty (30) day period and prosecutes the cure to completion in good faith and with due diligence), then the defaulting party shall be deemed in default hereunder and the other party may, at its option, may pursue any and all remedies available to such party at law or in equity. If there is a default by a party hereunder, the non-defaulting party will take commercially reasonable measures to mitigate its damages.

15. **Binding Effect; Assignment and Subletting.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, with Landlord's prior consent which shall not be unreasonably withheld, provided that any such assignee shall agree in writing to be bound by all of the terms and conditions of this Lease. Landlord shall promptly notify

Tenant in writing of the identity and address of any purchaser of Landlord's fee interest in the Premises and Landlord shall cause such purchaser to notify Tenant in writing of the address.

16. **Indemnification.** Except to the extent caused by Landlord, Tenant agrees to indemnify and hold Landlord harmless from any and all damages or claims which Landlord may be compelled to pay on account of injuries to person or damages to property on the Premises where the aforesaid injuries or damages are caused by Tenant (or Tenant's employees, agents, or contractors) or Tenant's breach of this Lease.

17. **Quiet Enjoyment.** Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term hereof, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

18. **Waiver.** The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

19. **Notices.** All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Anderson County  
Attn: County Administrator  
PO Box 8002  
Anderson, SC 29622

To Tenant: Duke Energy Carolinas, LLC  
Lease Administration  
550 S. Tryon Street, DEC 22A  
Charlotte, NC 28202

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

20. **Memorandum of Lease.** Landlord and Tenant agree that this entire Lease shall not be recorded; provided however, promptly after the full execution of this Lease, Landlord and Tenant shall execute and record (at Tenant's expense) a memorandum of this Lease in the Office of the Register of Deeds in the County in which the Premises is located and which memorandum shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The lease memorandum shall specify the Commencement Date, the Expiration Date, the Renewal Terms granted herein, and such other provisions of this Lease as the parties mutually agree to incorporate therein.

21. **Governing Law/Dispute Resolution.** This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina without regard to Conflict of laws principles. Any dispute regarding this Lease shall be brought as a non-jury matter in the Court of Common Pleas, Anderson County, South Carolina and the Parties hereby WAIVE THEIR RIGHT TO A JURY TRIAL.



22. **Invalidity of Particular Provisions.** If any term or provision of this Lease shall to any extent be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

23. **Subordination/Non-Disturbance Agreement.**

(a) Tenant's obligation to subordinate its interests or attorn to any mortgagees or beneficiaries of mortgages or deeds of trust, or any other holders of liens on the Premises or any portion thereof (each hereinafter a "**Mortgagee**") that may heretofore or hereafter be placed against the Premises by Landlord is conditioned upon the Mortgagee's written agreement not to disturb Tenant's possession, quiet enjoyment of the Premises, and rights under this Lease so long as Tenant is not in default under the terms of this Lease (beyond any applicable notice and cure periods). Landlord shall use commercially reasonable efforts to provide to Tenant, on or before the expiration date of the Due Diligence Period and Construction Commencement Date, a subordination, non-disturbance, and attornment agreement from any and all current Mortgagees that is reasonably acceptable to Tenant. With respect to any future Mortgagee of a mortgage or deed of trust, Landlord shall use commercially reasonable efforts to obtain from such future Mortgagee a subordination, non-disturbance, and attornment agreement that is reasonably acceptable to Tenant.

(b) In the event any proceedings are brought for foreclosure of any mortgage or deed of trust on the Premises, Tenant will attorn to the purchaser at a foreclosure sale on acquiring Landlord's interest in the Premises and the Lease, and any assignee thereof, and recognize such purchaser or assignee as Landlord under this Lease provided such purchaser or assignee agrees in writing not to disturb Tenant's possession or rights under this Lease or in the Premises, and to acknowledge all of Tenant's rights hereunder, so long as Tenant is not in default under the terms of this Lease (beyond any applicable notice and cure periods). Tenant agrees to give any such Mortgagee of whom Tenant has been informed in writing, written notice of any default or failure to perform by Landlord under this Lease. Such Mortgagee shall have the same amount of time afforded to Landlord hereunder to cure any Landlord default; and Tenant shall accept such cure if timely and effectively made by such Mortgagee.

24. **Warranties and Representations.**

(a) Tenant hereby agrees with, and warrants and represents to Landlord as follows: (i) Tenant is a duly formed and validly existing entity, incorporated or organized under the laws of the State in which it was incorporated or organized; (ii) Tenant has the full legal right, power and authority to execute this Lease and all documents now or hereafter to be executed by it pursuant to this Lease; (iii) this Lease has been duly authorized by all requisite entity action on the part of the Tenant, and is the valid and legally binding obligation of Tenant, enforceable in accordance with its terms; (iv) this Lease will not contravene any provision of Tenant's organizational documents, any judgment, order, decree, writ or injunction issued against Tenant or any provision of any laws applicable to Tenant; and (v) the consummation of the transaction contemplated hereby will not result in a breach or constitute a default or event of default by Tenant under any agreement to which Tenant or any of its assets are subject or bound and will not result in a violation of any laws applicable to Tenant.

(b) Landlord hereby agrees with, and warrants and represents to Tenant as follows: (i) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof; (ii) to the best of Landlord's knowledge, the Premises are free from environmental contamination of any sort, and the Premises complies with any and all applicable laws, rules, and ordinances; (iii) Landlord has not received any notice of condemnation,

zoning change or legal noncompliance relating to the Premises; (iv) Landlord will not institute or consent to any rezoning of the Premises during the Term, unless specifically requested by Tenant; (v) Landlord shall not further encumber the title to the Premises after the Effective Date and during the Term; (vi) Landlord acknowledges that access to sunlight is essential to the value of the rights granted to Tenant under this Lease, and accordingly, Landlord shall not cause or permit any property owned or controlled by Landlord in the vicinity of the Premises, or any activities, uses or improvements thereon, to impair Tenant's use of the Premises or the Energy Storage System thereon (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon or permit the growth of any foliage that may obstruct the sunlight that otherwise would reach the Premises, or that may cast shade or shadows upon the Premises or any portion thereof); (vii) the Premises is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants; (viii) Landlord has not and, to the best of Landlord's knowledge, Landlord's tenants or predecessors in title have not used, manufactured, stored or released petroleum products or hazardous substances except in accordance with all laws, rules, and regulations related thereto on, in or under the Premises; (ix) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for; (x) there are no delinquent or outstanding assessments, liens, taxes, or other impositions levied or assessed against the Premises; (xi) there is no pending or threatened lawsuit, claim, or legal proceeding against Landlord or the Premises that could affect the Tenant's rights under this Lease or the Landlord's ability to perform Landlord's obligations hereunder; (xii) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Premises (or any portion thereof), whether written or oral, recorded or unrecorded; (xiii) Landlord is not in the hands of a receiver nor is an application for such a receiver pending; (xiv) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and (xv) within ten (10) days after the Effective Date, Landlord shall provide copies of the following documents with respect to the Premises in Landlord's possession or reasonably available to Landlord: (a) any notices of any statute or code violation; (b) to the extent assignable, copies of all documents, contracts, reports, communications, or other materials reasonably requested by Tenant, that relate to the design, development, construction, condition, ownership or operation of the Premises; (c) surveys of the Land, engineering studies, soil suitability and compaction studies, environmental permits, local zoning permits, variances, waivers, or similar documents; (d) environmental reports and audits (including, but not limited to, all "Phase I" environmental site assessments and other environmental assessment and remediation reports, if any, pertaining to the Premises); (e) liens, mortgages, deeds of trust, leases, easements, restrictions, covenants, and agreements applicable to the Premises; and (f) title commitments, title policies, title opinions, and other title or survey information relating to the Premises. Landlord shall have a continuing obligation to provide to Tenant the documents, if any, referenced in subparts (a) through (f) above, which may come into Landlord's possession, or become available to Landlord, during the Due Diligence Period.

(c) Tenant shall retain title to and be the legal and beneficial owner of the Energy Storage System at all times. Landlord shall provide timely notice of Tenant's title and sole ownership of the Energy Storage System to all persons that have, or may come to have, an interest in or lien upon the real property comprising the Premises. Tenant shall be the exclusive owner of the electricity stored by the Energy Storage System and the Environmental Attributes (as hereinafter defined) and Environmental Incentives (as hereinafter defined) thereof. "Environmental Attributes" means the characteristics of electric power generation at the Energy Storage System that have intrinsic value, separate and apart from the generated energy, arising from the perceived environmental benefits of the Energy Storage System or energy generated at the Energy Storage System, including but not limited to all environmental and other attributes that differentiate the Energy Storage System or energy generated at the Energy Storage System from energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the Energy Storage System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence

of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the Energy Storage System or the compliance of the Energy Storage System or energy generated at the Energy Storage System with the law, rules and standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or any successor laws, rules or standards or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Environmental Protection Agency or successor administration or any state or federal entity having jurisdiction over a program involving transferability of rights arising from Environmental Attributes. Without limiting the foregoing, "Environmental Attributes" includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any demand-side management or energy efficiency programs offered by a utility company, a third-party provider, or other incentive programs offered by the state and the right to claim federal income tax credits, if applicable. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the Environmental Attributes of the Energy Storage System or the energy generated at the Energy Storage System or otherwise from the development or installation of the Energy Storage System or the production, sale, purchase, consumption or use of the energy generated at the Energy Storage System.

25. **Brokerage Commission.** Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

26. **Easements.** Landlord agrees to reasonably cooperate with Tenant in granting easements and rights of way on adjacent property owned by Landlord necessary to serve the Premises for the Tenant's Intended Use. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Tenant is hereby authorized to grant such easements across, under and over the Premises as are necessary for rights of way, ingress and egress, and for the installation, construction, operation, maintenance, repair and replacement of utility lines and related facilities serving the Premises, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises.

27. **Access.** Tenant, and Tenant's employees, agents, contractors, guests, subtenants and designees shall have access to the Premises at all times after the Effective Date and during the Term. On and after the Construction Commencement Date, neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises.

28. **Confidentiality.** Landlord acknowledges that Landlord may become privy to confidential information of Tenant, in addition to information regarding the terms of this Lease. Landlord therefore agrees to take all steps to ensure that any information with regard to Tenant, Tenant's Intended Use of the Premises (and improvements thereon) and/or this Lease, shall remain confidential and shall not be disclosed or revealed to outside sources by Landlord or by its employees, officers, agents, counsel, accountants or representatives, except as otherwise required by law, including without limitation the South Carolina Freedom of Information Act, or court order. The terms of this Section 28 shall survive the expiration or any sooner termination of this Lease.

29. **Estoppel.** Within fifteen (15) business days after written request therefor by Tenant, Landlord shall deliver a certificate to Tenant, Tenant's lender (if applicable) and/or any proposed assignee of Tenant, in a commercially reasonable form, setting forth the terms of this Lease, the absence of default hereunder, and such other reasonable terms as may be requested by Tenant or by such lender or assignee. If the Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

30. **Leasehold Mortgages.** Tenant and every successor and assign of Tenant is hereby given the right by Landlord, without Landlord's consent, to mortgage its interest in this Lease and assign its interest in this Lease as collateral security for such mortgage. If Tenant and/or Tenant's successors and assigns shall mortgage all or part of its interest in this Lease and if Tenant or the holder of such mortgage shall send to Landlord a true copy thereof together with written notice specifying the name and address of the mortgagee and the pertinent recording data with respect to such mortgage, Landlord agrees that so long as the leasehold mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions shall apply:

(a) Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder of the leasehold mortgage. The leasehold mortgagee shall have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such leasehold mortgage's acts if they had been performed by Tenant.

(b) Landlord agrees that in the event of termination of this Lease by reason of any default by Tenant, that Landlord will enter into a new lease for the Premises with the leasehold mortgagee or its nominee for the remainder of the Term effective as of the date of such termination, at the rent and other charges, and upon the terms, provisions, covenants and agreement contained in this Lease, provided:

(i) the mortgagee or its nominee shall pay to Landlord, at the time of execution and delivery of the new lease, any and all sums which would then be due pursuant to this Lease but for such termination; and

(ii) the mortgagee or its nominee shall perform and observe all covenants in this Lease to be performed by Tenant and shall further remedy any other conditions which Tenant was obligated to perform under the terms of this Lease.

(c) Landlord shall, upon request, execute, acknowledge and deliver to each leasehold mortgagee an agreement prepared at the sole cost and expense of Tenant, in form satisfactory to the leasehold mortgagee and to Landlord, between Landlord, Tenant and the leasehold mortgagee confirming the provisions of this Section 30.

The term "mortgage," as used in this Section 30, shall include mortgages, deeds of trust and/or whatever security instruments are used in the State in which the Premises are located from time to time, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code.

31. **Bankruptcy.** In the event (i) the Premises or any rights therein shall be levied on by execution or other process of law by a creditor of either party, (ii) if either party shall be adjudged bankrupt or insolvent, (iii) if any party has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof, (iv) if any receiver shall be appointed for the business and property of either party, or (v) if any assignment shall be made of either party's property for the benefit of

creditors, thereby diminishing any right or privilege granted by this Lease to the other party, then the other party may terminate this Lease forthwith and otherwise exercise any other remedy it may have at law or equity or under this Lease.

32. **Nature and Extent of Agreement/Amendments.** This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the Premises, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease creates only the relationship of landlord and tenant between the parties as to the Premises; and nothing in this Lease shall in any way be construed to impose upon either party any obligations or restrictions not expressly set forth in this Lease. No amendment or modification of this Lease shall be binding unless in writing and duly executed by both parties.

33. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGES FOLLOW.]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease by authority duly given, as of the day and year first above written.

**LANDLORD:**

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

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

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, South Carolina, certify that \_\_\_\_\_, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Printed/Typed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[AFFIX NOTARIAL STAMP OR SEAL]



**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease by authority duly given, as of the day and year first above written.

**TENANT:**

**DUKE ENERGY CAROLINAS, LLC**

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

Name:

Title:

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, certify that \_\_\_\_\_, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_, of DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company, and that he/she, as \_\_\_\_\_, being authorized to do so, voluntarily executed the foregoing instrument on behalf of the limited liability company in the capacity indicated.

WITNESS my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Printed/Typed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[AFFIX NOTARIAL STAMP OR SEAL]




## PLANT INFORMATION

APPROXIMATE ADDRESS	3027 MARTIN LUTHER KING JR BLVD ANDERSON SC 29625
SITE COORDINATES (LAT, LONG)	34.538749, -82.679978
INTERCONNECTION CAPACITY	TBD
INVERTER	PARKER 890GT-x-xxx
INVERTER CAPACITY	2500 KVA
INVERTER COUNT	3
AC CAPACITY	7,500 KVA
ENERGY CAPACITY	5,000 KWH

NOTES:

- ALL LOCATIONS ARE APPROXIMATE

REV	DATE	JOB NO.	PROJECT TYPE	DES	DFT	CHKD	ENGR	APPD	DESCRIPTION	 <b>DUKE ENERGY</b>  FILENAME: SITEPLAN ANDERSON CIVIC CENTER.DWG	SCALE: NTS	DES:	TITLE			
1	09/04/18		BESS				SFB		UPDATE BESS CAPACITY AND LAYOUT		DWG TYPE: PLAN	DFT:	CONCEPTUAL SITE PLAN			
0	06/25/18		BESS				SFB		FOR PRELIMINARY REVIEW		JOB NO:	CHKD:	FOR ANDERSON COUNTY CIVIC CENTER BESS			
											DATE: 06/25/16	DWG: SFB	DWG SIZE	DRAWING NO	SHEET NO.	REVISION
											APPD:	ANSI B 11"x17"				1

**ORDINANCE NO. 2018-041**

**AN ORDINANCE APPROVING THE SALE OF APPROXIMATELY 4.04 ACRES OF PROPERTY OWNED BY ANDERSON COUNTY, SOUTH CAROLINA AND LOCATED NEAR THE SOUTHWEST CORNER OF ORANGE WAY AND MARTIN ROAD TO ONE WORLD TECHNOLOGIES, INC.; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County, South Carolina (the “County”) acting 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 owns approximately 4.04 acres of real property located on the southwest corner of Orange Way and Martin Road (the “Property”);

**WHEREAS**, the County Council desires to sell the Property to One World Technologies, Inc. (the “Company”); and

**WHEREAS**, representatives for the County and the Company have negotiated that certain Land Conveyance Agreement attached hereto as Exhibit A (the “Agreement”) for the sale of the Property.

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

1. The County Council hereby approves the sale of real property as negotiated in the Land Conveyance Agreement between the County and the Company, a copy of which is attached hereto as Exhibit A. The Chairman of County Council and the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name and on behalf of the County to carry out the transaction contemplated by this Ordinance, including, without limitation, deeds, affidavits, settlement statements, and other such documents necessary and appropriate to the sale of the property.

2. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name and on behalf of the County to carry out the transactions contemplated by this Ordinance, including, without limitation, the Ground Lease Agreement, Memorandum of Lease and such other documents necessary and appropriate to the sale of the Property.

3. 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.

4. 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.

5. 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 16th day of October, 2018.

**ATTEST:**

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Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman  
Anderson County Council

---

Lacey A. Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

First Reading: September 18, 2018  
Second Reading: October 2, 2018  
Third Reading: October 16, 2018  
Public Hearing: October 16, 2018

**LAND CONVEYANCE AGREEMENT**  
**BY AND BETWEEN**  
**ANDERSON COUNTY (“SELLER”),**  
**AND**  
**ONE WORLD TECHNOLOGIES, INC. (“BUYER”)**



## LAND CONVEYANCE AGREEMENT

THIS LAND CONVEYANCE AGREEMENT ("**Agreement**") is made as of October \_\_\_\_, 2018 ("**Effective Date**") by and among ANDERSON COUNTY ("**Seller**") and One World Technologies, Inc. ("**Buyer**").

A. Seller owns the Property; and

B. Seller has agreed to sell and Buyer has agreed to buy the Property, all on the terms hereinafter set forth.

IN CONSIDERATION of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to purchase the Property for the Purchase Price and subject to the terms and conditions hereinafter set forth.

### SECTION 1: SALE OF THE PROPERTY

**1.1 Property.** The property which is the subject of this Agreement is the approximately 3.872 acres of land, more or less, located in Anderson County, South Carolina, which is described in Exhibit A ("**Land**"), the exact boundaries and acreage to be determined by the survey referred to in Section 1.2 below, together with all rights, hereditaments, and appurtenances thereto belonging or appertaining, all rights of ingress and egress to and from the Land, all rights of Seller in any roads, streets, rights of way or easements affecting or bounding the Land, all rights to any sanitary sewer capacity, drainage, water or other facilities benefitting or pertaining to the Land, and all improvements and fixtures located thereon (collectively, the "**Property**").

**1.2 Survey.** The exact acreage and description of the Property shall be determined by a survey to be prepared at Buyer's expense by a surveyor selected by Buyer ("**Survey**"). After the Survey is completed, Exhibit A hereto shall be deemed to be replaced by a new Exhibit A containing a legal description based on the Survey, and, thereafter, the new legal description shall be the legal description of the Land for all purposes relating to this Agreement. The Survey shall certify to the nearest hundredth of an acre, the number of acres included in the Land.

### SECTION 2: *[intentionally omitted]*

### SECTION 3: PURCHASE PRICE

The purchase price ("**Purchase Price**") of the Property shall be \$155, 000.00. The Purchase Price shall be paid at Closing by bank wire transfer.

### SECTION 4: COSTS AND PRORATIONS.

Each of the parties shall pay its own attorney's fees and other expenses arising from this transaction. Seller shall pay for preparation of the deed. Seller shall pay all documentary stamp taxes, deed recording fees, and state, county and local transfer fees of every nature, whether or not the applicable ordinance specifies the Buyer as the responsible payor. Seller shall also pay at Closing all rollback taxes, which shall be determined prior to Closing. Any and all general and special assessments against the Property shall be paid in full by Seller prior to or at closing. As of the date of Closing, ad valorem taxes for the year of Closing shall be prorated on a calendar year basis.



## SECTION 5: TITLE AND SURVEY

**5.1 Title Commitment; Permitted Exceptions.** During the Inspection Period (as defined in Section 9.2 of this Agreement), Buyer shall obtain at its expense from a title insurance company of Buyer's choice ("**Title Company**") a current ALTA Commitment for Title Insurance ("**Title Commitment**") issued by the Title Company. During the Inspection Period, Buyer shall notify Seller of any matters in the Title Commitment or as disclosed on the Survey which make the Property unsuitable for Buyer's purposes, in Buyer's sole discretion ("**Title and Survey Objections**"). Seller thereupon shall have five (5) days within which to cause such Title and Survey Objections to be removed from the Title Commitment or the Survey, as the case may be ("**Cure**"). In the event that Seller is unable or unwilling to effect such Cure, then Buyer, at its option, may elect (by written notice to Seller): (i) to terminate this Agreement, whereupon all Earnest Money shall be returned to Buyer and the parties hereto shall have no further obligations hereunder or (ii) to waive such Title and Survey Objections and to proceed to Closing. All exceptions, including but not limited to, title encumbrances, exceptions or other matters which are set forth in the Title Commitment, approved by Buyer or Title and Survey Objections subsequently waived in writing by Buyer shall hereinafter be deemed to be "**Permitted Exceptions.**"

## SECTION 6: *[intentionally omitted]*

## SECTION 7: CLOSING

**7.1 Closing Date.** Unless otherwise agreed to by Buyer and Seller, the consummation of the purchase and sale of the Property ("**Closing**" or "**Close**") shall be held at the office of Buyer's counsel, no later than at 5:00 p.m. on October 19, 2018 ("**Closing Date**"), unless extended by both Buyer and Seller. Notwithstanding the foregoing, Buyer shall have the exclusive right to Close the transaction contemplated herein prior to the Closing Date upon no less than three (3) business days' notice to Seller.

### **7.2 Items to be Delivered at Closing.**

(a) By Seller. At Closing, Seller shall deliver, or cause to be delivered, to Buyer, or, if applicable to the Title Company, each of the following items:

(i) A Limited Warranty Deed (the "**Deed**") duly executed and acknowledged by Seller sufficient to convey to Buyer good, marketable and insurable fee simple title to the Property free and clear of all liens and encumbrances except for the Permitted Exceptions.

(ii) *[intentionally omitted]*

(iii) An owner's affidavit regarding liens, or other affidavit of title reasonably requested by Title Company to issue a title insurance policy respecting the Property without exception for mechanic's or materialmen's liens, other statutory liens, or for rights of parties in possession.

(iv) Appropriate evidence, reasonably acceptable to Title Company and Buyer, to establish that Seller has the authority to consummate the transaction contemplated by this Agreement.

(v) *[intentionally omitted]*

(vi) A form 1099, Seller being responsible for reporting the proceeds of the

sale to taxing authorities, if applicable.

(vii) A duly executed Closing statement.

(viii) *[intentionally omitted]*

(ix) Affidavit(s) of consideration necessary to record the Deed and South Carolina withholding tax affidavit and, if withholding is required by applicable law, sufficient funds shall be withheld and paid to the South Carolina Department of Revenue to satisfy all withholding requirements.

(x) Other items reasonably necessary, appropriate or required by law to consummate and evidence the transaction contemplated by this Agreement, including, without limitation, resolutions, and/or such other customary evidences of authority as may be applicable.

(b) By Buyer. At Closing Buyer shall deliver to Seller each of the following items:

(i) The net cash portion of the Purchase Price due to Seller after accounting for all applicable credits and prorations set forth in this Agreement.

(ii) Such additional funds as may be necessary to cover Buyer's share of the Closing costs and prorations set forth in this Agreement.

(iii) A duly executed Closing statement.

(iv) Appropriate evidence, reasonably acceptable to Title Company and Seller, to establish that Buyer has the authority to consummate the transaction contemplated by this Agreement.

(v) Other items reasonably necessary, appropriate or required by law to consummate and evidence the transaction contemplated by this Agreement, including, without limitation, resolutions, certificates of existence, certified copies of bylaws, operating Agreements, and/or such other customary evidences of authority as may be applicable.

## **SECTION 8: CONDITIONS TO BUYER'S OBLIGATIONS**

Each of the following obligations must be met by Seller or waived by Buyer in writing prior to Closing:

**8.1** *[intentionally omitted]*

**8.2** *[intentionally omitted]*

**8.3** *[intentionally omitted]*

**8.4** **County Council Approval.** Buyer's obligation to close the purchase of the Property under this Agreement is contingent upon Anderson County Council approval of the sale of the Property by Ordinance.

If any of the conditions set forth in this **Section 8** are not satisfied on or before the Closing Date, then Buyer shall have the right (but not the obligation) to terminate this Agreement at any time thereafter and Escrow Agent shall refund the Earnest Money.

## **SECTION 9: INSPECTION**

**9.1 Right of Entry.** Buyer, its employees, agents and contractors shall have the right during the Inspection Period (as defined below) to go upon the Property to conduct soil borings and other geological and wetlands studies, to conduct the survey and any environmental, topographical and landscaping tests or studies, and to conduct any other tests or examinations deemed necessary by Buyer. Buyer covenants and agrees to indemnify and hold harmless Seller from any and all loss, liability, costs, claims, demands, damages, actions, causes of action, or suits caused by Buyer in exercising its rights under this section, except to the extent that any such loss, liability, costs, claims, demands, damages, actions, causes of action or suits are caused by Seller's negligence or willful misconduct and except to the extent any such loss is limited to the reasonable cutting of and incidental damage to trees and bushes required to perform such tests or studies.

**9.2 Inspection Period.** Buyer shall have a period, commencing on the Effective Date through the Closing Date (the "**Inspection Period**") to review the Property and other aspects of the transaction contemplated herein. If Buyer is unsatisfied with the results of its inspections or for any other reason, or for no reason, Buyer may terminate this Agreement at any time, but not later than fifteen (15) days immediately preceding the Closing Date ("**Termination Period**") by delivery of written notice of termination to Seller, in which case Escrow Agent shall refund the Earnest Money. Buyer's failure to terminate during the Termination Period shall not constitute a waiver of any condition precedent to Closing or any other obligation of Seller hereunder. The Buyer may accelerate the expiration of the Inspection Period by providing to the Seller notice of same.

## **SECTION 10: SELLER'S REPRESENTATIONS AND WARRANTIES**

As of the Effective Date and as of the date of Closing, Seller represents and warrants to Buyer that:

**10.1 Title.** Seller owns fee simple title to the Property; the Property has not been assigned or conveyed to any other party, and Seller has the right to convey the Property pursuant to the terms of this Agreement;

**10.2 No Violations.** Performance of this Agreement is not prohibited by and will not cause default under any other agreement, covenant, document or instrument to which Seller is a party;

**10.3 Condemnation.** There are no pending or threatened condemnation proceedings against the Property;

**10.4 No Other Contracts; Liens.** Seller has not entered into any other contract or agreement of sale or lease with reference to the Property and neither Seller nor the Property are subject to any claim, demand, suit, unfiled lien, proceeding or litigation of any kind, pending or outstanding, or, to the knowledge of Seller, threatened which would in any way be binding upon Buyer or its successors or assigns or affect or limit the Intended Use or Buyer's or its successors' or assigns' enjoyment of the Property or which would limit or restrict in any way Seller's right or ability to enter into this Agreement and consummate the sale and purchase contemplated hereby;

**10.5 Right-of-Way.** The Property abuts and adjoins public rights-of-way which are publicly

maintained roads;

**10.6 Survival.** All representations and warranties of Seller contained in this Agreement shall be true as of the Closing Date as though such representations and warranties were made at such time, shall be a condition to Buyer's obligations hereunder and shall survive Closing;

**10.7 Parties in Possession.** There are no parties in possession of any portion of this Property under unrecorded leases or otherwise;

**10.8 Zoning.** There are no pending or contemplated zoning changes, variances, conditions or agreements affecting or potentially affecting the Property or any part thereof;

**SECTION 11: *[intentionally omitted]*.**

## **SECTION 12: NOTICES**

Any notice or other communications required, permitted, or contemplated by this Agreement must be in writing and shall be either (a) sent by United States Mail, postage prepaid, registered or certified mail, return receipt requested and shall be deemed delivered three (3) business days after being deposited in the United States mail addressed as hereinafter provided; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier; (c) sent by telefax or electronic mail, in which case notice shall be deemed delivered upon confirmed transmission of such notice, provided that a hard copy of the facsimile or electronic mail transmission is also forwarded as set forth in (a), (b) or (d) of this subsection; or (d) sent by personal delivery. Either party may change its address by giving the other party five (5) days advance written notice of such change. For the purposes of notice, the addresses of the parties shall be as follows:

If to Seller:  
Anderson County, South Carolina  
ATTN: Rusty Burns, County Administrator  
101 South Main Street (PO Box 8002)  
Anderson, SC 29621  
Telephone: +1 (864) 260-4062  
Facsimile: +1 (864) 260-4356  
Email: [rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)

With copy to:  
Anderson County, South Carolina  
ATTN: Leon Harmon, County Attorney  
101 South Main Street (PO Box 8002)  
Anderson, SC 29621  
Telephone: +1 (864) 222-2123  
Facsimile: +1 (864) 833-1665  
Email: [lharmon@andersoncountysc.org](mailto:lharmon@andersoncountysc.org)

If to Buyer:  
One World Technologies, Inc.  
Attn: Jhan Nixon  
1428 Pearman Dairy Road  
Anderson, SC 29625  
Email: [Jhan.Nixon@ttigroupna.com](mailto:Jhan.Nixon@ttigroupna.com)

With copy to:  
Nelson Mullins Riley & Scarborough, LLP  
104 S. Main Street, Suite 900  
Greenville, SC 29601  
Attention: Eric J. Smith  
Email: [Eric.Smith@nelsonmullins.com](mailto:Eric.Smith@nelsonmullins.com)

## **SECTION 13: REMEDIES**

**13.1 Buyer's Default.** If Seller is not in default of this Agreement and if, following written notice of default to Buyer and Buyer's failure to cure such default within ten (10) days following receipt of such written notice, this transaction fails to close by reason of Buyer's failure to perform its obligations under this Agreement, then Seller, as its sole remedy, may terminate this Agreement.



**13.2 Seller's Default.** If Buyer is not in default of this Agreement and if Seller fails or refuses to convey the Property in accordance with the terms of this Agreement or otherwise fails to perform its obligations hereunder, following written notice of default to Seller and Seller's failure to cure such default within ten (10) days following receipt of such written notice, then Buyer, as its sole remedy, may terminate this Agreement.

#### **SECTION 14: MISCELLANEOUS**

**14.1 Entire Agreement.** This Agreement constitutes the entire Agreement of the parties and may not be amended except by written instrument executed by Buyer and Seller. Escrow Agent shall not be a necessary party to amendments to this Agreement, but such amendments shall not adversely affect or impair the rights or duties of Escrow Agent hereunder.

**14.2 Headings.** The section headings herein are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof.

**14.3 Possession.** Seller shall deliver exclusive possession of the Property at Closing.

**14.4 Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of South Carolina.

**14.5 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Buyer may assign all or any portion of its rights under this Agreement. If more than one person shall sign this Agreement as a Seller, then each person so signing shall be jointly and severally liable.

**14.6 Brokerage Services.** Buyer and Seller each represent and warrant to the other that such party has not employed a real estate broker or real estate agent in connection with the transaction contemplated hereby.

**14.7 Exhibits.** The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

**14.8 Surviving Clauses.** The provisions of this Agreement relating to Seller's obligation to reparate taxes after Closing, Seller's representations and warranties, and Buyer's indemnification with respect to its entering upon the Property prior to Closing, shall survive any Closing pursuant to this Agreement or any termination of this Agreement by either party as a matter of right hereunder or in breach of this Agreement, notwithstanding any other provisions in this Agreement to the contrary.

**14.9 Risk of Loss.** The risk of any loss or damage occurring on or to the Property prior to Closing shall be borne by Seller.

**14.10 Holidays, Weekends.** If the time period by which any right, option or election provided for in this Agreement must be exercised, or by which any act required hereunder must be performed, or by which Closing must be held, expires on a Saturday, Sunday or federal or national bank holiday, then such time period shall be automatically extended to and through the next day which is not a Saturday, Sunday or federal or national bank holiday.

**14.11 Counterparts.** This Agreement may be executed in any number of counterparts, and it

shall not be necessary for more than one party to execute any one counterpart, provided that each party shall have executed at least one counterpart. Faxed signatures shall constitute originals.

*(signatures on following page)*



**IN WITNESS WHEREOF**, the undersigned have set their hands and seals hereto as of the day and year indicated next to their signatures.

Date signed by Buyer:

October \_\_\_\_, 2018

**BUYER:**

ONE WORLD TECHNOLOGIES, INC.

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

ITS: Treasurer

Date signed by Seller:

October \_\_\_\_, 2018

**SELLER:**

ANDERSON COUNTY, SOUTH CAROLINA

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

County Administrator

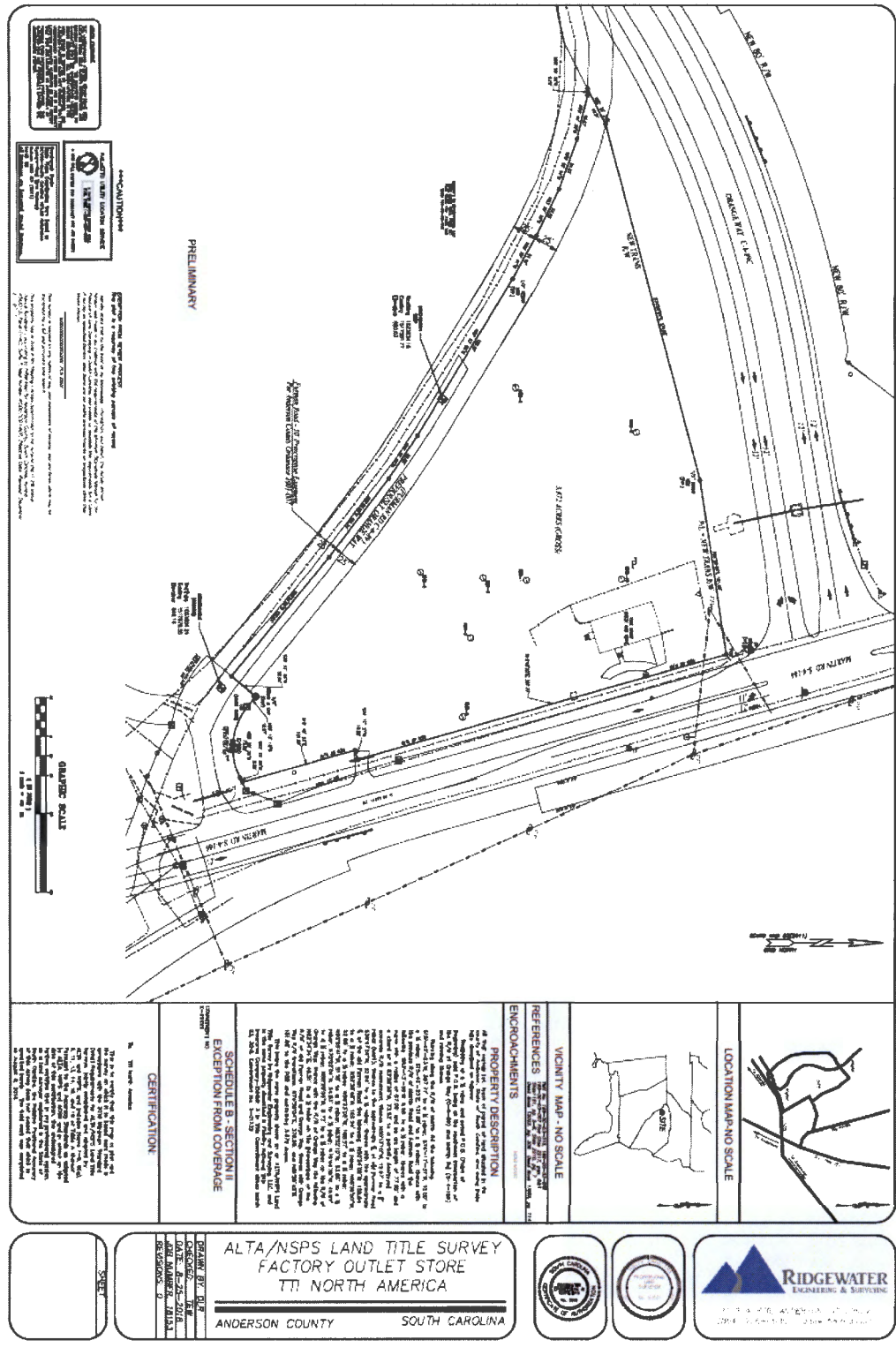
Anderson County, South Carolina

ATTEST:

\_\_\_\_\_  
Clerk to County Council

Anderson County, South Carolina

**EXHIBIT A**



**ORDINANCE NO. 2018-044**

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

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

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

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

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

**DONE** in meeting duly assembled this 16<sup>th</sup> day of October, 2018.

**ATTEST:**

**ANDERSON COUNTY, SOUTH CAROLINA**

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

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

(SEAL)

\_\_\_\_\_  
Lacey Croegaert  
Clerk to Anderson County Council

**APPROVED AS TO FORM:**

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

First Reading: September 18, 2018  
Second Reading: October 2, 2018  
Third Reading: October 16, 2018  
Public Hearing: October 16, 2018

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

A portion of those certain pieces, parcels, or tracts of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Numbers:

**Project Adams:** 217-00-03-088 and 217-00-03-008;

**Project AcePelzer:** 215-00-07-006 and 219-00-04-008;

**Project Webster:** 190-00-08-002;

**Project Whitt:** 215-00-07-006; and

**Project Indigo:** 203-00-05-002.

**STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF ANDERSON** )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of September 18, 2018, October 2, 2018 and October 16, 2018, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of October 16, 2018.

---

Lacey Croegaert  
Clerk, Anderson County Council

Dated: \_\_\_\_\_, 20\_\_\_\_

---

ORDINANCE NO. 2018-042

A MASTER BOND ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF  
SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA,  
AND OTHER MATTERS RELATING THERETO.

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Master Bond Ordinance

Enacted \_\_\_\_\_, 2018

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NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED, THAT:

## ARTICLE I

### FINDINGS AND DETERMINATIONS

#### Section 1.01 Findings and Determinations

Incident to the enactment of this bond ordinance (this “Bond Ordinance”), the County Council of Anderson County (the “County Council”), the governing body of Anderson County, South Carolina (the “County”), finds that the facts set forth in this Article exist, and the statements herein are in all respects true and correct:

1. The County is a political subdivision and a body politic and corporate of the State of South Carolina (the “State”), and as such possesses all general powers granted by the Constitution and laws of the State to counties, including the Code of Laws of South Carolina 1976, as amended (the “South Carolina Code”).

2. Article X, Section 14(10) of the Constitution of the State of South Carolina, 1895, as amended (the “State Constitution”), provides that “[i]ndebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license, may be issued upon such terms and conditions as the General Assembly may prescribe by general law.” S.C. Const. art. X, § 14(10).

3. Article VIII, Section 13 of the State Constitution, provides that

[c]ounties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties. The area comprising the parks and all property having a situs therein is exempt from all ad valorem taxation. The owners or lessees of any property situated in the park shall pay an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption herein provided.” Article VIII, Section 13 of the State Constitution further provides that “[t]he participating counties shall reduce the agreement to develop and share expenses and revenues of the park to a written instrument which is binding on all participating counties.

S.C. Const. art. VIII, § 13(D).

4. Section 4-1-170 of the South Carolina Code (together with Article VIII, Section 13(D) of the State Constitution, the “Park Act”), provides that counties may enter into the written agreement contemplated at Article VIII, Section 13 of the State Constitution and requires such written agreement to “(1) address sharing expenses of the park, (2) specify by percentage the revenue to be allocated to each county; [and] (3) specify the manner in which revenue must be

distributed to each of the taxing entities within each of the participating counties.” S.C. Code Ann. § 4-1-170(A).

5. Section 4-1-175 of the South Carolina Code (such Section 4-1-175 together with Section 4-29-68 of the South Carolina Code, the “Enabling Act”) provides that “[a] county or municipality receiving revenues from a payment in lieu of taxes pursuant to Section 13 of Article VIII of the Constitution of this State may issue special source revenue bonds secured by and payable from all or a part of that portion of the revenues which the county is entitled to retain pursuant to the agreement required by Section 4-1-170 in the manner and for the purposes set forth in Section 4-29-68.” S.C. Code Ann. § 4-1-175.

6. Section 4-29-68 of the South Carolina Code provides for the issuance of revenue bonds to “enhance the economic development of” a county and which are “payable solely from all or a specifically described part of the payments in lieu of taxes received and retained by the issuer under . . . Section 13 of Article VIII of the Constitution of this State.” S.C. Code Ann. § 4-29-68.

7. The County, pursuant to the Park Act, has entered into, and anticipates entering in to future agreements, with other counties of the State from time to time to jointly develop industrial and business parks as provided by the Park Act (the “Park Agreements”), and has created several multi-county industrial and business parks (each a “Park” and collectively, the “Parks,” as such terms are more particularly defined herein). Each Park Agreement specifies, or will specify as required by the Park Act, the percentage of payments in lieu of taxes derived from such Park the County receives or will receive (the “Park Fees”).

8. There are presently outstanding and payable from and secured by a pledge of a portion of the Park Fees the following obligations of the County: (a) the \$5,800,000 original principal amount Special Source Revenue Bond, Series 2006, currently outstanding in the principal amount of \$1,350,000; (b) the \$2,700,000 original principal amount Special Source Revenue Bond, Series 2007, currently outstanding in the principal amount of \$850,000; (c) the \$1,570,000 original principal amount Special Source Revenue Bond, Series 2008A, currently outstanding in the principal amount of \$1,010,000; and (d) the \$3,545,000 original principal amount Special Source Revenue Bond, Series 2014A, currently outstanding in the principal amount of \$730,000 (collectively, the “Prior Bonds”), which Prior Bonds were authorized by and issued pursuant to the authorizations of General Bond Ordinance No. 2004-041 enacted by the County Council on November 4, 2004, and various ordinances supplemental thereto (collectively, the “Prior Bond Ordinances”).

9. The County is now minded to make provision for (i) the refunding and defeasance under the Prior Bond Ordinances of the Prior Bonds, and (ii) for the financing of projects that may be financed with revenue bonds under the Enabling Act pursuant to the authorizations provided in the Enabling Act by providing for the issuance of special source revenue bonds from time to time and to secure the same with a portion of the Park Fees as more particularly set forth in this Bond Ordinance.



10. Upon the enactment hereof, the provisions of this Bond Ordinance shall be in full force and effect.

[End of Article I]

## ARTICLE II

### DEFINITIONS, CONSTRUCTION AND INTERPRETATIONS

#### Section 2.01 Definition of Ordinance

This ordinance may be hereafter cited and is hereinafter sometimes referred to as the Bond Ordinance; such term shall include all ordinances supplemental to, or amendatory of, this Bond Ordinance.

#### Section 2.02 Defined Terms

In this Bond Ordinance, terms defined in Article I shall have the meaning assigned therein, and unless a different meaning clearly appears from the context, the following terms shall have the meanings assigned below:

“Accreted Value” shall mean the amounts set forth in or the amounts determined in the manner set forth in, a Series Ordinance, authorizing the issuance of Bonds in the form of Capital Appreciation Bonds.

“Accounting Principles” shall mean generally accepted accounting principles and practices applicable to governmental entities.

“Annual Budget” shall mean, for a Fiscal Year, the budget or amended budget of the County in effect as provided in or adopted for such Fiscal Year.

“Annual Principal and Interest Requirement” shall mean, with respect to any particular Fiscal Year and to a Series of Bonds Outstanding, an amount (other than amounts paid from proceeds of Bonds) equal to the sum of (1) all interest payable on such Series of Bonds during such Fiscal Year, plus (2) any Principal Installment of such Series of Bonds during such Fiscal Year, minus (3) any Interest Payment Subsidies received by or on deposit with the County for such Series of Bonds during such Fiscal Year and used to pay debt service on such Series of Bonds during such Fiscal Year.

For purposes of computing the Annual Principal and Interest Requirement:

(a) the rate of interest used to determine the Annual Principal and Interest Requirement shall be a rate per annum equal to (i) with respect to any Series of Bonds which bear interest at a fixed rate, the rate of interest borne or to be borne by such Bonds, and (ii) with respect to any Series of Variable Rate Bonds, the actual rate of interest on the date of calculation; provided however, if the Variable Rate Bonds have been Outstanding for at least 12 months, the average rate over the 12 months immediately preceding the date of calculation.

(b) the Principal Installments for each Series of Bonds used to determine the Annual Principal and Interest Requirement will be the actual planned Principal Installments, except as for any Series of Bonds in which 25% or more of the Principal Installments are payable in a single

Fiscal Year, the Principal Installment in such year will be assumed to be the result derived by dividing (A) the aggregate outstanding principal due on such Series of Bonds by (B) the number of full years in the remaining term of such Series of Bonds, but if the date of calculation is within 12 months of the final maturity date of such Series of Bonds and a binding commitment by an institutional lender or municipal underwriting firm exists to provide money to refinance the outstanding aggregate principal amount of such Series of Bonds then Outstanding, the payment terms contained in the commitment are to be used for purposes of calculating the Principal Installments for such Series of Bonds.

(c) the amounts available in a Debt Service Reserve Fund established for a Series of Bonds may be applied against the interest payable on and the Principal Installments due on such Series of Bonds in the last Fiscal Year that such Series of Bonds is Outstanding.

“Auditor” shall mean an independent firm of certified public accountants of suitable standing selected by the County, which may also be the certified public accountants which audit the books, records, and accounts of the County.

“Authorized Investments” shall mean, within the limitations set forth herein, any investments now or hereafter permitted under Section 6-5-10 of the South Carolina Code, or any successor or similar statute, and shall also include the South Carolina Investment Fund established at Sections 6-6-10 to 6-6-40 of the South Carolina Code or any successor or similar statute and as the same may be further limited pursuant to the provisions of a Series Ordinance.

“Authorized Officer” means the Chairman, County Administrator, the Chief Financial Officer, acting jointly or severally, or any other official authorized by the County Council by to act on behalf of the County.

“Bond Counsel” shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state and public agency financing, selected by the County.

“Bond Fund” shall mean the fund of that name established pursuant to Section 6.02 hereof, and shall include the accounts and subaccounts therein.

“Bond Ordinance” shall mean this Master Bond Ordinance.

“Bond Payment Date” shall mean each Interest Payment Date and Principal Payment Date.

“Bond Year” shall mean each period commencing on October 2 in a year and ending on October 1 in the subsequent year.

“Bondholder” or “Holder,” or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond.

“Bonds” shall mean any indebtedness or obligations of the County including those in the form of contractual obligations, which are secured by pledges of the Pledged Revenues, other than

Junior Lien Bonds, issued in accordance with the provisions of this Bond Ordinance and a Series Ordinance. Bonds may also take the form of a pledge of the Pledged Revenues providing additional security for other indebtedness of the County.

“Business Day” shall mean, except as set forth in a Series Ordinance with respect to the Series of Bonds issued thereunder, any day other than a Saturday, a Sunday, a day on which banking institutions in the State or in the State of New York are required or authorized by law (including executive orders) to close or a day on which the United States federal reserve payment system is not operational.

“Capital Appreciation Bonds” shall mean Bonds that bear interest payable only at maturity or payable prior to maturity only on the redemption dates set forth in, and in the amounts determined by reference to the Accreted Value established in accordance with the provisions of the Series Ordinance authorizing the issuance of such Capital Appreciation Bonds.

“Chairman” shall mean the Chairman of County Council.

“Chief Financial Officer” shall mean the County employee responsible for administering the finances of the County as the person responsible for supervising and maintaining records and accounts relating to the Park Fees and Pledged Revenues.

“Clerk” shall mean the Clerk to County Council. The term shall include the acting Clerk or such other person designated by County Council to fulfill such role whenever, by reason of absence, illness or other reason, the person who is the Clerk is unable to act.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder, in each case, as from time to time in force.

“County” means Anderson County, South Carolina.

“County Administrator” shall mean the County Administrator of the Anderson County, South Carolina. The term shall include the acting County Administrator or such other person designated by County Council to fulfill such role whenever, by reason of absence, illness or other reason, the person who is the County Administrator is unable to act.

“County Council” means the County Council of the Anderson County, the governing body of the County.

“Date of Issue” shall mean that date established in any Series Ordinance from which interest shall accrue on the Bonds of the applicable Series.

“Debt Service” shall mean, with respect to each Series of Bonds and with respect to any particular Fiscal Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the Bond Fund in such Fiscal Year for the payment of the principal of, redemption premium, if any, and interest (to the extent not paid or expected to be paid from proceeds of such Bonds or earnings thereon) on such Series of Bonds, provided that for any

prospective calculation the interest on Variable Rate Indebtedness then Outstanding shall be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the 12 months immediately preceding the date of calculation.

“Debt Service Reserve Fund” shall mean each of the funds, if any, so designated and designed (i) to secure the timely payment of the principal of and interest on the respective Series of Bonds Outstanding and issued pursuant to this Bond Ordinance and the applicable Series Ordinance, and (ii) to provide for the redemption of such Series of Bonds Outstanding prior to their stated maturity, as established by the provisions of Section 7.03 hereof.

“Defeasance Obligations,” unless otherwise provided in a Series Ordinance for a particular Series of Bonds, shall mean non-callable: (i) Government Obligations; (ii) evidences of ownership of a proportionate interest in specified Government Obligations, which Government Obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian; (iii) non-callable, U.S. Treasury Securities – State and Local Government Series Securities; and (iv) AAA-rated general obligation bonds, issued by at least one nationally recognized credit rating organization, of the State, its institutions, agencies, school districts and political subdivisions.

“Enabling Act” shall mean Sections 4-1-175 and 4-29-68 of the South Carolina Code, and all other statutory authorizations authorizing and enabling the County to enact this Bond Ordinance and issue Bonds hereunder, as from time to time amended.

“Events of Default” shall mean those events specified as such in Article X of this Bond Ordinance.

“Fee Account” shall mean the account of that name within the Revenue Fund established pursuant to Section 6.01 hereof.

“Fiduciary” or “Fiduciaries” shall mean the Trustee, the Paying Agent, the Registrar and any other agent of the County appointed pursuant to the authorizations of this Bond Ordinance or any Series Ordinance or any or all of them, as may be appropriate.

“Fiscal Year” shall mean fiscal year of the County, currently the period of 12 calendar months, beginning on July 1 of each year, and ending on June 30 of the following year.

“Government Obligations” shall mean: (i) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America are pledged; (ii) obligations, the payment of the principal (if any), or the interest (if any) on which is fully guaranteed as a full faith and credit obligation of the United States of America; and (iii) obligations issued by the Federal Home Loan Bank and/or the Federal National Mortgage Association as permitted by Section 6-5-10(a)(2) of the South Carolina Code.

“Insurer,” with respect to any Series of Bonds, shall mean an insurance company that has written a Municipal Bond Insurance Policy covering such Series of Bonds.

“Interest Account” shall mean each account of that name within the Bond Fund established with respect to the Bonds or any Series of additional bonds established pursuant to Section 6.02 hereof, and shall include the sub-accounts therein.

“Interest Payment Date” shall mean, for a particular Series of Bonds, each April 1 and October 1 on which interest shall be due, or such other date as may be established in accordance with the Series Ordinance authorizing such Bonds.

“Interest Payment Subsidies” shall mean the refundable tax credit subsidies payable to the County from the federal government under any section of the Code that authorizes such tax credits or sums borrowed in a Series of Bonds for the purpose of paying all or a portion of the interest due on a Series of Bonds on specific Bond Payment Dates, as applicable.

“Junior Lien Bonds” shall mean any indebtedness or obligations issued by the County including those in the form of contractual obligations which are secured by pledges of the Pledged Revenues, junior and subordinate in all respects to the pledges made to secure Bonds. Junior Lien Bonds may also take the form of a pledge of the Pledged Revenues providing additional security for other indebtedness of the County.

“Moody’s” shall mean Moody’s Investors Service, Inc., or its successors.

“Municipal Bond Insurance Policy” shall mean any municipal bond insurance policy insuring the payment, when due, of the principal of and interest on a Series of Bonds.

“Other Available Moneys Account” shall mean the account of that name established within the Revenue Fund pursuant to Section 6.01 hereof.

“Other Obligations” shall mean Special Source Revenue Credits.

“Outstanding,” when used with reference to any Bonds, subject to Section 14.01 hereof, and except as may be modified for any Series of Bonds pursuant to the provisions of a Series Ordinance, shall mean, as of any date, all such Bonds theretofore or then being authenticated and delivered except:

- (a) Bonds cancelled at or prior to such date;
- (b) Bonds in lieu of or in substitution for which other Bonds shall have been executed and delivered;
- (c) Bonds deemed to have been paid as provided in Article XIII hereof; and
- (d) for purposes of any consent or other action to be taken by the Holders of a specified percentage of Bonds, Bonds, as to which a Responsible Officer of the Trustee has actual knowledge, held by, or for the account of, the County, or by any person controlling, controlled by, or under common control with the County (unless all Bonds are so held).



“Park” shall mean any multi-county business park created pursuant to a Park Agreement.

“Park Act” shall mean Section 4-1-170 of the South Carolina Code and Article VIII, Section 13(D) of the Constitution of the State of South Carolina, 1895, as amended

“Park Agreement” shall mean any current or future agreement for the development of a joint industrial or business park between the County and a partner county, as the same may be amended from time to time, entered into in accordance with and pursuant to the authorization granted in the Park Act.

“Park Fees” shall mean those fees the County is entitled to receive pursuant to the terms of a Park Agreement. Park Fees are net of any payments due in a Fiscal Year as a result of Other Obligations.

“Paying Agent” shall mean for each Series of Bonds the respective Paying Agent or Paying Agents, which may be the County, appointed pursuant to the proceedings authorizing such Bonds.

“Pledged Revenues” shall have the meaning given such term in Section 7.01 hereof.

“Principal Account” shall mean each account of that name within the Bond Fund established with respect to the Bonds or any Series of additional bonds established pursuant to Section 6.02 hereof, and shall include the sub-accounts therein.

“Principal Installment” shall mean, as of any date of calculation, (i) the aggregate principal amount of Outstanding Bonds due on a Bond Payment Date, reduced by the aggregate principal amount of such Bonds which would be retired by reason of the payment when due of, and application in accordance with, any mandatory sinking fund payment payable before such future date, plus (ii) any mandatory sinking fund payment due on such certain future date, together with the aggregate amount of the premiums, if any, applicable to such mandatory sinking fund payments, plus (iii) with respect to any Capital Appreciation Bonds required to be paid on such certain date, the Accreted Value as of such certain date of such Capital Appreciation Bonds; and in this latter respect, any reference to “principal” of Bonds in this Bond Ordinance shall mean, with respect to Capital Appreciation Bonds, the Accreted Value of such Capital Appreciation Bonds as of the date of calculation.

“Principal Payment Date” shall mean, for a particular Series of Bonds, each October 1 on which a Principal Installment shall be due, or such other date as may be established in accordance with the Series Ordinance authorizing such Bonds.

“Prior Bond Ordinances” shall mean, collectively, General Bond Ordinance No. 2004-041 enacted by the County Council on November 4, 2004, and various ordinances supplemental thereto.

“Prior Bonds” shall mean the following obligations of the County: (a) the \$5,800,000 original principal amount Special Source Revenue Bond, Series 2006, currently outstanding in the principal amount of \$1,350,000; (b) the \$2,700,000 original principal amount Special Source

Revenue Bond, Series 2007, currently outstanding in the principal amount of \$850,000; (c) the \$1,570,000 original principal amount Special Source Revenue Bond, Series 2008A, currently outstanding in the principal amount of \$1,010,000; and (d) the \$3,545,000 original principal amount Special Source Revenue Bond, Series 2014A, currently outstanding in the principal amount of \$730,000.

“Project” shall mean any project authorized to be financed with the proceeds of special source revenue bonds by the Enabling Act and identified to be financed with Bonds pursuant to a Series Ordinance.

“Rating Agencies” shall mean any rating agency then rating the Bonds.

“Record Date” shall mean the fifteenth (15th) day of the month immediately preceding each Bond Payment Date (or such other time or times as shall be prescribed by any applicable Series Ordinance).

“Redemption Price” shall mean, with respect to Bonds of any Series or a portion thereof, the principal amount of such Bonds or portion thereof plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms, this Bond Ordinance and the applicable Series Ordinance.

“Registrar” shall mean for each Series of Bonds the respective bank, trust company, depository or transfer agent, which may be the County, appointed as registrar pursuant to the proceedings authorizing such Bonds.

“Reserve Requirement” shall mean, with respect to a Series of Bonds, as of any date of calculation, the debt service reserve requirement, if any, established by or in the manner provided in the Series Ordinance authorizing the Series of Bonds.

“Responsible Officer” means, when used with respect to the Trustee, the Paying Agent or the Registrar, any duly authorized vice president, assistant vice president, senior associate, associate or other officer thereof.

“Revenue Fund” shall mean the fund of that name established pursuant to Section 6.01 hereof, and shall include the accounts therein.

“Securities Depository” shall mean The Depository Trust Company, New York, New York, or any other recognized securities depository selected by the County, which securities depository maintains a book-entry system in respect of the Bonds of any Series, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“Securities Depository Nominee” shall mean, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by any Registrar, the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system.

“Serial Bonds” shall mean the Bonds of any Series which are stated to mature in installments and for which there are no mandatory sinking fund provisions.

“Series” shall mean all of the Bonds authenticated and delivered on original issuance in a simultaneous transaction and designated as a single Series by the authorizing Series Ordinance, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds as herein provided, regardless of variations in maturity, interest rate or other provisions.

“Series Ordinance” shall mean an ordinance of County Council authorizing the issuance of a Series or multiple Series of Bonds pursuant to this Bond Ordinance in accordance with the terms and provisions hereof, adopted by County Council in accordance with Article III hereof.

“Special Source Revenue Credit” shall mean any credit heretofore or hereafter granted by the County against any Park Fee in accordance with the South Carolina Code to any entity having property in any Park.

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

“State” shall mean the State of South Carolina.

“Standard and Poor’s” shall mean S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, or its successors.

“Term Bonds” shall mean the Bonds of any Series which are stated to mature in a single year and which are subject to mandatory sinking fund redemption prior to the stated maturity date.

“Trustee” shall mean the entity serving as Trustee pursuant to this Bond Ordinance, and any successor to its functions, as designated from time to time by an Authorized Officer.

“Variable Rate Bonds” shall mean, for any period of time, any Bonds which during such period bear interest at a variable rate; provided that Bonds, the interest rate on which has been fixed for the remainder of the term thereof, shall no longer be Variable Rate Bonds.

#### Section 2.03 Interpretations

In this Bond Ordinance, unless the context otherwise requires:

(A) Articles, Sections and paragraphs referred to by number shall mean the corresponding Articles, Sections and paragraphs of this Bond Ordinance.

(B) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms,

associations, partnerships (including limited partnerships), trusts, corporations, or other legal entities, including public bodies, as well as natural persons.

(C) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Bond Ordinance refer to this Bond Ordinance or Sections or paragraphs of this Bond Ordinance and the term “hereafter” shall mean any date after the date of enactment of this Bond Ordinance.

(D) References to the payment of principal of Bonds shall be deemed to include payment of principal both at maturity and by mandatory redemption pursuant to any sinking fund payment obligations.

(E) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Bond Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

[End of Article II]

## ARTICLE III

### THE BONDS

#### Section 3.01 Authorization for Bonds in Series

- (A) From time to time and for the purposes of:
- (1) Providing funds for a Project;
  - (2) Providing funds for the payment of any bond anticipation note or notes that were issued in anticipation of the issuance and sale of Bonds;
  - (3) Refunding Prior Bonds, Bonds or other obligations;
  - (4) Providing funds for the payment of interest due on any Bonds;
  - (5) Funding any Debt Service Reserve Fund or restoring the value of the cash and securities in any Debt Service Reserve Fund to the amount equal to its Reserve Requirement, and reimbursing amounts owed to any providers of a surety bond, line of credit, insurance policy or letter of credit established pursuant to Section 6.03(E) hereof; and
  - (6) Paying the costs of issuance of Bonds, including any credit enhancement therefor;

but subject to the terms, limitations and conditions herein, the County Council may authorize the issuance of a Series of Bonds by the enactment of a Series Ordinance, and the Bonds of any such Series may be issued and delivered upon compliance with the provisions of this Article. The Bonds of each Series shall be issued in fully registered form, without coupons, and may be issued in the form of book-entry bonds. The Bonds may, in addition to the title Anderson County, South Carolina, Special Source Revenue Bonds, bear a numerical or alphanumeric Series designation as may be necessary to distinguish them from the Bonds of every other Series and shall designate the year in which the Series is issued. Bonds of any Series may be authorized to be issued in the form of Serial Bonds or Term Bonds, with or without mandatory sinking fund payments, or Capital Appreciation Bonds, or a combination of any of them, and may bear interest in whatever manner, payable at whatever frequency as shall be prescribed by the applicable Series Ordinance.

(B) Each Series Ordinance shall include a determination to the effect that the issuance of such Series of Bonds is necessary to provide funds to be used and expended for one or more of the purposes enumerated in paragraph (A) above. In addition, in each Series Ordinance the County Council shall specify and determine:

- (1) The Date of Issue of such Series of Bonds or method for determining the same and the officials authorized to make such determination;

(2) The maximum authorized principal amount of such Series of Bonds, and the manner of determining the precise principal amount within such limitation and the officials authorized to make such determination;

(3) Bond Payment Dates and the date or dates of maturity and the amounts thereof, or the manner of determining such dates and amounts and the officials authorized to make such determinations, and further provided that the Series Ordinance shall specify a date beyond which the final maturity of such Series shall not extend, which date shall not be longer than 45 years from the Date of Issue;

(4) The purposes for which such Series of Bonds are being issued;

(5) The title and designation of the Bonds of such Series;

(6) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof and the officials authorized to cause such sale;

(7) The interest rate or rates, or the manner of determining such rate or rates and the officials authorized to make such determination, of the Bonds of such Series, including whether and on what terms there shall be entered by the County an agreement for any form of interest rate swap or similar transaction with respect to such Series;

(8) Whether Bonds of a Series shall be sold as Serial Bonds, Term Bonds, or Capital Appreciation Bonds, or a combination thereof, and the officials authorized to determine the portion of a Series of Bonds to be sold as so authorized;

(9) The Redemption Price or Redemption Prices and the redemption date or redemption dates and other terms of redemption, if any, applicable to any of the Bonds of such Series for such payments, or the manner of determining such dates and prices and the officials authorized to make such determinations;

(10) The Paying Agent and Registrar for such Bonds or the manner of determining such Paying Agent and Registrar; and, if such Bonds are refunding Bonds, any escrow agent therefor;

(11) The form or forms of the Bonds of such Series;

(12) The manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;

(13) Whether the Bonds of such Series shall be issued in book-entry form pursuant to Section 3.17 hereof;

(14) The Reserve Requirement, if any, for the Series of Bonds authorized thereby, or method for determining the same and the officials authorized to make such determination;



(15) The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application;

(16) That an Interest Account and a Principal Account (within the Bond Fund) shall be and a Debt Service Reserve Fund may be established for the Series of Bonds, and that a construction fund be established if applicable, and that a capitalized interest account and/or a cost of issuance account be established as a standalone account or within any such construction fund if interest for any period is to be paid from proceeds of such Series of Bonds; and

(17) Any other provisions or funds deemed advisable by the County for the Bonds and any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same and not in conflict with or in substitution for the provisions of this Bond Ordinance.

### Section 3.02 Conditions to Issuance of Bonds of a Series

All Bonds shall be issued in compliance with the following provisions of this Section 3.02:

(1) Bonds shall be stated to mature and/or have mandatory or sinking fund redemptions on such day or days in the years and amounts prescribed or determined in the manner approved by the Series Ordinance.

(2) Bonds shall bear interest at the rate or rates and be payable on the occasions, prescribed or determined in the manner approved by the Series Ordinance.

(3) Bonds shall be issued for a purpose or purposes set forth in Section 3.01(A) herein.

(4) In the case of the first series of Bonds issued under this Bond Ordinance, such amount of the proceeds from the sale of such series of Bonds, together with such other moneys, if any, that the County determines to apply for such purpose shall on their Date of Issue be applied to pay, defease or otherwise discharge the Prior Bonds in accordance with the requirements of the Prior Bond Ordinances.

(5) Unless on the date of delivery of such Series of Bonds there shall be on deposit in each Debt Service Reserve Fund the amount equal to the applicable Reserve Requirement, there shall be deposited in such Debt Service Reserve Funds such amounts as may be necessary to make the value of the moneys and securities in each Debt Service Reserve Fund equal to the applicable Reserve Requirement, unless:

(a) the Series Ordinance and any previous Series Ordinances shall have provided for successive monthly payments beginning in the first month following the date of the issuance of the Bonds of any such Series in substantially equal monthly amounts (the "Monthly Series Payments") so

that by the end of 12 months from the date of issuance of such Series of Bonds there shall be in the applicable Debt Service Reserve Fund an amount equal to the applicable Reserve Requirement with respect to such Bonds; and

(b) there shall be no unremedied defaults of any Monthly Series Payments required to have been made.

(6) Except in the case of the first Series of Bonds issued under this Bond Ordinance or in the event no Bonds are Outstanding:

(a) Pledged Revenues, as calculated by an Authorized Officer, during the most recent Fiscal Year for which audited financial statements of the County are available shall not be less than 120% of the maximum Annual Principal and Interest Requirements on all Bonds Outstanding and on such proposed Series of Bonds; or

(b) The County shall have received a rating letter from Moody's or Standard and Poor's showing that such Series of Bonds are rated in the "A" category or higher (without regard to modifiers).

In the event that a Series of Bonds is Outstanding and the County determines to issue a note or other obligation in anticipation of the issuance of a Series of Bonds, for the purposes of complying with the additional bonds test established in Section 3.02(6)(a) above, an Authorized Officer shall project the maturity schedule (including rate, term and principal maturities) of the future Series of Bonds that will be used to pay the note or other obligation at maturity; such future Series of Bonds and the accompanying projections shall qualify as a proposed Series of Bonds for purposes of the additional bonds test in Section 3.02(6)(a) herein. The Authorized Officer making the calculations described in this Section 3.02(6)(a) may, but is not required to, rely on a report or calculation of an Auditor.

(7) Without complying with Section 3.02(6), Bonds may be issued for the purpose of refunding any Bonds provided:

(a) the Annual Principal and Interest Requirement of the refunding Bonds shall not exceed 110% of the Annual Principal and Interest Requirement of the refunded Bonds for any Fiscal Year until a time subsequent to the last maturity of Bonds issued prior to the issuance of such refunding Bonds which will remain Outstanding following the issuance of the refunding Bonds;

(b) the additional bonds test prescribed by paragraphs (6)(a) or (b) herein shall be complied with; or

(c) an overall net present value savings (determined using a discount rate equal to the yield of the refunding Bonds) results from the issuance of the refunding Bonds.

(8) If any Series of Bonds shall contain Variable Rate Bonds:

(a) The Series Ordinance shall provide for and specify a maximum interest rate on (i) such Bonds and (ii) any reimbursement obligation to a liquidity provider for such Bonds; and

(b) The liquidity provider for such Bonds shall be rated within the highest two short-term rating categories by any rating agency then rating any Series of Bonds.

(9) All amounts then due under a reimbursement agreement with any provider of a surety bond, line of credit, insurance policy or letter of credit as contemplated under Section 6.03(D) hereof shall have been paid.

#### Section 3.03 Reliance on Certificates

Each of the County, the Trustee and any purchaser of any Bonds shall be entitled to conclusively rely upon certificates of an Authorized Officer or an Auditor, made in good faith, pursuant to any provision of this Bond Ordinance.

#### Section 3.04 Execution of Bonds

(A) Unless otherwise prescribed by any Series Ordinance, the Bonds shall be executed in the name of and on behalf of the County by the Chairman of County Council, or in his absence another Authorized Officer, the corporate seal of the County shall be impressed or reproduced thereon and the same shall be attested by the Clerk. Such officers may employ facsimiles of their signatures.

(B) In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

#### Section 3.05 Authentication

Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Registrar shall be entitled to any right or benefit under this Bond Ordinance. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Ordinance. The Registrar's certificate of authentication on any Bond shall be deemed to have been duly executed if signed by any Responsible Officer of the Registrar.

#### Section 3.06 Medium of Payment

The Bonds shall be payable with respect to principal, interest, and premium, if any, in lawful money of the United States of America, unless otherwise provided in a Series Ordinance.

#### Section 3.07 Mutilated, Lost, Stolen or Destroyed Bonds

In the event any Bond is mutilated, lost, stolen or destroyed, the County may execute and the Registrar may authenticate a new Bond of the same Series of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the County and to the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the County shall pay the same. The County and the Registrar may charge the Holder or owner of such Bond with their reasonable fees and expenses (including reasonable attorney's fees, costs and expenses) in connection with such actions.

#### Section 3.08 Transfer and Registry; Persons Treated as Owners

(A) As long as any Bonds shall be Outstanding, the County shall cause books for the registration and for the transfer of Bonds to be kept. Such books shall be kept by the Registrar of registration for any particular Series of Bonds. The transfer of each Bond may be registered only upon the registration books of the County kept for that purpose by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof and an assignment with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the registration or transfer of any Bond, the County shall cause to be issued, subject to the provisions of Section 3.11 hereof, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond.

(B) The County, the Trustee, the Paying Agent and the Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium (if any) and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or, upon his order, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid; and none of the County, the Trustee, the Paying Agent or the Registrar shall be affected by any notice to the contrary.

#### Section 3.09 Date and Payment Provisions

Unless otherwise provided in any Series Ordinance with respect to Bonds issued thereunder, each Bond of a Series shall be authenticated on such dates as it shall, in each case, be delivered. Each Bond shall bear interest from the Date of Issue if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of such Bond's authentication.

Holders of at least \$1,000,000 principal amount of Bonds may, by written notice containing wiring instructions filed with the Paying Agent at least 20 days prior to any Bond Payment Date, provide for the payment of the interest on such Bonds by wire transfer to an account at a bank located in the continental United States.

#### Section 3.10 Transferability of Bonds

Bonds of a Series, upon surrender thereof at the office of the Registrar for the Bonds of such Series with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder and upon payment by such Holder of any charges made pursuant to Section 3.11 hereof, be exchanged for an equal aggregate principal amount of Bonds of such Series of like maturity and interest rate of any other authorized denominations; provided that Bonds issued in the form of contractual obligations may be transferred as provided in such contracts.

#### Section 3.11 Regulations With Respect to Exchanges and Transfer

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Ordinance. There shall be no charge to the Holder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Neither the County nor the Registrar shall be required to register, transfer or exchange Bonds of a Series during the period between a Record Date and its related Bond Payment Date, or to register, transfer or exchange any Bonds called for redemption after the mailing of any notice of redemption of such Bond.

#### Section 3.12 Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds

Upon the surrender of mutilated Bonds pursuant to Section 3.07 hereof, the surrender of Bonds for exchange or transfer pursuant to Section 3.11 hereof, or upon the surrender of Bonds for payment at maturity or redemption thereof, the same shall be cancelled and destroyed and shall not be reissued, and a counterpart of the certificate evidencing such destruction shall be furnished by the Registrar to the County. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Ordinance.

#### Section 3.13 Notice of Redemption

If any of the Bonds, or portions thereof, are called for redemption, the Trustee, shall give notice to the Holders of any Bonds to be redeemed, in the name of the County, of the redemption of such Bonds, or portions thereof. Notice of each redemption of Bonds is required to be mailed by the Trustee by first class mail, postage prepaid, at least 30 but no more than 60 days prior to the redemption date to each Holder of Bonds to be redeemed, at the address of such Holder recorded on the bond register and to be otherwise given in accordance with, among others, the following requirements:



(1) notices must contain, at a minimum, the complete official name of the Bonds, any CUSIP numbers, Bond numbers, principal amount of each Bond to be redeemed (if less than all), publication date, redemption date, redemption price, redemption agent's name and address and phone number, Trustee's name and address, date of the Bonds, interest rate, maturity date, the place or places where amounts due will be payable, and any other descriptive information deemed necessary by the Trustee;

(2) notices must be sent to Bondholders of \$1,000,000 or more, to the Municipal Securities Rulemaking Board, if necessary (via its Electronic Municipal Market Access (EMMA) system, or its successor, as may be amended or modified), and any Securities Depository (if such Bonds are registered in the name of a Securities Depository or the nominee of such Securities Depository) by such method or such other method as is standard in the industry; in addition, any Bondholder holding in excess of \$1,000,000 principal amount of Bonds may request the Trustee to send notices to any additional addressee specified;

(3) a second notice to Holders of the Bonds must be mailed by the means specified above to any Holder of Bonds who has not presented Bonds for redemption 60 days after the redemption date;

(4) notice of redemptions effected by advance refundings must also be given notice in accordance with the above requirements at least 30 days but no more than 60 days prior to the actual redemption date; and

(5) CUSIP number identification, if applicable, with appropriate dollar amounts for each CUSIP number must accompany all redemption payments and interest payments, whether by check or by wire transfer.

The obligation to provide notice shall not be conditioned upon the prior payment to the Trustee of money or the delivery to the Trustee of Authorized Investments or Government Obligations sufficient to pay the redemption price of the Bonds to which such notice relates or the interest thereon to the redemption date.

If at the time of mailing of a notice of redemption, there shall not have been deposited with the Trustee moneys sufficient to redeem all the Bonds or portions thereof called for redemption, which moneys are or will be available for redemption of such Bonds, such notice is required to state that it is conditional on the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

The failure of the Trustee to give notice to a Bondholder or any defect in such notice shall not affect the validity of the redemption of any other Bonds for which notice is properly given. Any Bondholder may waive notice of redemption by delivery of a written waiver to the Trustee, or delivery of the Bond for payment on the redemption date.



Any Series Ordinance providing for the issuance of Bonds not registered in the name of a Securities Depository or the nominee of such Securities Depository or providing for Bonds in bearer form may provide alternative methods for delivery of notice of redemption.

Provided sufficient funds for such redemption are on deposit with the Trustee, all Bonds so called for redemption shall cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding hereunder. If said money shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

#### Section 3.14    Restriction on Optional Redemption

Notwithstanding anything in this Bond Ordinance to the contrary, no optional redemption of Bonds may occur unless all amounts payable by the County owing under a reimbursement agreement with any provider of a surety bond, line of credit, insurance policy or letter of credit as contemplated under Section 6.03(D) hereof shall have been paid in full.

#### Section 3.15    Selection of Bonds to be Redeemed

In the event that less than all of the Bonds of any Series are to be redeemed at the option of the County, Bonds to be redeemed shall be in such order of maturity as selected by the County. In the event of redemption of less than all of the Bonds of a Series of any maturity, the Bonds or portions of Bonds to be redeemed, shall be selected by lot by the Trustee. The portion of any Bond of a denomination which is larger than the minimum denomination for the Bonds of such Series shall be in the principal amount of such minimum denomination or a multiple thereof, and that, in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of minimum denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by the amount of the minimum denomination; provided further that, if less than all of the beneficial interests in a Bond of a single maturity registered in the name of a Securities Depository or a Securities Depository Nominee are to be redeemed, the beneficial interests to be redeemed shall be selected by lot or in such manner as may be directed by the Securities Depository. If there shall be drawn for redemption less than all of a Bond, the County shall execute and the Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, Bonds of the same Series in any authorized denomination. The procedures for selection of Bonds of a Series for redemption set forth in this Section 3.15 are subject, however, to any alternative provisions set forth in a Series Ordinance applicable to such Series of Bonds.

#### Section 3.16    Purchase of Bonds

The Trustee shall, if and to the extent practicable, purchase Bonds at the written direction of the County at such time, in such manner and at such price as may be specified by the County. The Trustee may so purchase Bonds with any money then held by the Trustee which is available for the redemption or purchase of Bonds and in excess of that set aside for the payment of Bonds called for redemption; provided, that the Trustee is provided with an opinion of Bond Counsel to

the effect that such redemption or purchase complies with any limitations or restrictions on such redemption or purchase contained in this Bond Ordinance.

Section 3.17 Bonds in Book-Entry Form

Notwithstanding any other provision of this Bond Ordinance with respect to the form of Bonds to the contrary, a Series Ordinance may provide for the issuance of one or more Series of Bonds solely in fully registered form registerable to a Securities Depository, a Securities Depository Nominee or the beneficial owner of the Bonds. The Series Ordinance may further provide that such Series of Bonds shall be evidenced by one or more certificates or by a system of book entries in a form satisfactory to an Authorized Officer and to provide for payment, redemption, notices and like provisions in a manner consistent with such system of registration.

Section 3.18 Waiver of Certain Provisions

Notwithstanding anything in this Bond Ordinance to the contrary, whenever all of the debt issued or all of the obligations incurred by the County under a Series Ordinance are acquired by and are held by a single entity, that single entity, at its sole option, may waive any provision or requirement of this Bond Ordinance that relates separately to the governance of such Series and is for the protection and benefit of such single entity only and not for the protection or benefit of any other Holder or Holders of Bonds.

[End of Article III]

## ARTICLE IV

### SECURITY FOR AND PAYMENT OF BONDS

#### Section 4.01 Security for Payment of Bonds

Subject to the following priority provisions of this Section 4.01, the County hereby pledges and grants a lien on the Pledged Revenues to the payment of the principal of, redemption premium, if any, and interest on the Bonds. The County has heretofore agreed to the allocation of Park Fees pursuant to the existing Park Agreement and Park Fees are net of any Other Obligations. It is intended that the pledge of the Pledged Revenues made hereby with respect to the Bonds be subject in all respects to the obligation of the County with respect to the Other Obligations. The principal of the Bonds, together with the interest and redemption premium, if any, thereon shall be payable from and secured, subject to the foregoing, by a pledge of the funds deposited, from time to time, in the funds and accounts created hereunder, including the Bond Fund; provided, however, that amounts on deposit in the accounts and subaccounts within the Bond Fund and in the Debt Service Reserve Funds shall be held solely for the benefit of the Series of Bonds for which such accounts, subaccounts or funds were established. Nothing in this Bond Ordinance shall prohibit the County from making a pledge of and lien on the Pledged Revenues which is subordinate and inferior to the pledge and lien made by this Bond Ordinance to secure bonds, notes or other evidences of indebtedness hereafter issued by the County.

#### Section 4.02 Limited Obligation

The Bonds shall (a) be payable solely from the Pledged Revenues, (b) not be secured by, or in any way entitled to, a pledge of the full faith, credit, or taxing power of the County, (c) not be an indebtedness of the County within the meaning of any State Constitutional provision or statutory limitation but are payable solely from a special source that does not include revenues from any tax or license, and (d) not be a pecuniary liability of the County or a charge against the County's general credit or taxing power. The County is not obligated to pay any of the Bonds or the interest thereon except from the Pledged Revenues.

[End of Article IV]

## ARTICLE V

### JUNIOR LIEN BONDS

#### Section 5.01 Right to Issue Junior Lien Bonds; Accession

Notwithstanding that Bonds may be Outstanding, the County may at any time, and without limitation and free of all conditions issue Junior Lien Bonds, in such amount as it may from time to time determine, payable from Pledged Revenues, provided that such pledge granted for such Junior Lien Bonds shall at all times be and remain subordinate and inferior in all respects to the pledges of revenues made or authorized for the Bonds; and provided, further, that the maturity of Junior Lien Bonds may not be accelerated and paid in full unless all of the Bonds shall have been paid or provision therefor has been made pursuant to Article VIII hereof.

By proceedings authorizing the issuance of Junior Lien Bonds, the County may provide for the accession of such Junior Lien Bonds to the status of Bonds provided all of the following conditions are met. Any such subsequent proceedings adopted by the County Council providing for such accession shall make the findings provided in subparagraphs (1) through (4) and state whether and to what extent a Debt Service Reserve Fund shall be established as set forth in subparagraph (5).

(1) The Junior Lien Bonds were issued for a purpose or purposes set forth in Section 3.01(A) hereof.

(2) There shall exist on the date of accession (a) no default in the payment of the principal of or interest on any Outstanding Bonds or any outstanding Junior Lien Bonds, (b) no default in the performance of any duties required under the provisions of this Bond Ordinance, and (c) no amount owed by the County with respect to the full funding of a Debt Service Reserve Fund, either by way of cash or reimbursement of any other funding mechanism, except in accordance with Section 3.02(5)(a) hereof.

(3) There shall be deposited in the Interest Account and Principal Account for such Series of newly-acceded Bonds the amounts which would have been required under the provisions of Section 6.03 hereof to be accumulated therein on the date of accession if said Junior Lien Bonds had originally been issued as Bonds.

(4) On the date of accession, the additional bonds tests prescribed by Sections 3.02(6)(a) or (b) hereof shall have been met.

(5) In the event such proceedings require a Reserve Requirement to be maintained for such Series of newly-acceded Bonds, then in such event, there shall be on deposit on the date of accession in a Debt Service Reserve Fund an amount equal to the Reserve Requirement established for such Junior Lien Bonds which are being acceded to the status of Bonds.

(6) The County shall obtain an opinion of Bond Counsel to the effect that: (a) this Bond Ordinance and the proceedings authorizing such Junior Lien Bonds have been

duly adopted and are in full force and effect; (b) the Junior Lien Bonds have been duly and lawfully authorized and executed by the County and are valid and binding upon, and enforceable against, the County (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); and (c) this Bond Ordinance creates the valid pledge which it purports to create of the revenues and of moneys and securities on deposit in any of the funds established hereunder subject to the application thereof to the purposes and on the conditions permitted by this Bond Ordinance.

(7) In the event such Junior Lien Bonds were issued with variable rates, the provisions of subparagraph (8) of Section 3.02 shall have been met.

[End of Article V]

## ARTICLE VI

### ESTABLISHMENT OF FUNDS

#### Section 6.01 The Revenue Fund

There shall be established a Revenue Fund, and within the Revenue Fund, a Fee Account and an Other Available Moneys Account, to be maintained by the County, or in the discretion of the County, the Trustee.

#### Section 6.02 The Bond Fund

(A) There shall be established and maintained a Bond Fund held by the Trustee. Within the Bond Fund, there shall be established an Interest Account and a Principal Account for each Series of Bonds Outstanding. Each Interest Account and Principal Account is intended to provide for the ratable payment of the principal of, redemption premium, if any, and interest on the respective Series of Bonds as the same respectively fall due. Payments into the Interest Account and Principal Account shall be made in the manner prescribed by this Bond Ordinance, including the applicable provisions of Article VII hereof, and, except as herein provided, all money in the respective Interest Account and Principal Account is pledged to and shall be used solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for no other purpose. Each Interest Account and Principal Account shall bear a Series designation as may be necessary to distinguish each Interest Account and Principal Account.

(B) The Bond Fund and each Interest Account and Principal Account thereunder shall be kept in the complete custody and control of the Trustee and withdrawals from the Interest Account and Principal Account shall be made only by such Trustee who shall transmit to each Bondholder, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds. Amounts held by the Trustee due to non-presentment of Bonds on any redemption date must be retained by the Trustee for a period of at least one year after the final maturity of such Bonds.

(C) Moneys in the Bond Fund shall be invested and reinvested by the Trustee at the written direction of an Authorized Officer or his designee in Authorized Investments, maturing not later than the date on which such money is required to pay the principal of, premium, if any, and interest on the next occurring maturity of the Bonds. The Trustee shall have no responsibility for the investment of money in the Bond Fund that is not held by the Trustee. Unless otherwise provided in a Series Ordinance, all earnings from such investments shall be added to and become a part of the Bond Fund, Interest Account or Principal Account in which such investments are held, but shall be credited against payments that would otherwise be made to such Account pursuant to the provisions of Section 6.03 hereof.

(D) All monies received by the Trustee as Interest Payment Subsidies shall be deposited in the Interest Account for such Series of Bonds and used to pay debt service on the Series of Bonds with respect to which such Interest Payment Subsidy was received.



(E) The Trustee shall maintain two separate sub-accounts within each Interest Account and Principal Account into which (i) amounts transferred from the Fee Account of the Revenue Fund, and (ii) amounts transferred from the Other Available Moneys Account of the Revenue Fund, respectively, shall be deposited. Within any other Fund or Account created pursuant to this Bond Ordinance, the Trustee may, and at the direction of the County shall, establish additional accounts or sub-accounts.

#### Section 6.03 The Debt Service Reserve Funds

(A) Each Series Ordinance may create a Debt Service Reserve Fund for the Series of Bonds authorized thereby. Any such Debt Service Reserve Fund shall be for the equal and ratable benefit only of Bonds of that Series. Each such Debt Service Reserve Fund is intended to insure the timely payment of the principal of, and premium, if any, and interest on, that Series of Bonds, and to provide for the redemption of such Bonds prior to their stated maturities. Any Debt Service Reserve Fund shall be maintained in an amount equal to the Reserve Requirement for such Series of Bonds. Unless otherwise provided in a Series Ordinance, money in a Debt Service Reserve Fund shall be used for the following purposes, and for no other:

(1) To prevent a default in the payment of the principal of or interest on that Series of Bonds, by reason of the fact that money in the applicable Interest Account and Principal Account is insufficient for such purposes;

(2) To pay the principal of, interest on, and redemption premium, if any, of the Bonds of that Series in the event that all Outstanding Bonds of that Series be redeemed as a whole; or

(3) To effect partial redemption of the Bonds of that Series; but subject to the restrictions of Section 3.15 hereof and provided that subsequent to said partial redemption, the market value of the cash and securities in the Debt Service Reserve Fund shall be not less than the Reserve Requirement therefor.

Notwithstanding the foregoing provisions of this Section 6.03 above and as permitted by the Code, if the Debt Service Reserve Fund was funded with cash, then, upon the written consent of the Holder of such Series of Bonds secured by such Debt Service Reserve Fund, the monies in such Debt Service Reserve Fund may be returned to the County prior to the final maturity of such Series. The requirements for and provisions governing any Debt Service Reserve Fund in the remainder of this Bond Ordinance shall, in references to "the Debt Service Reserve Fund," "the Reserve Requirement" and "the Bonds," be deemed to refer to each such Debt Service Reserve Fund created by a Series Ordinance, if any, and in each case to the respective Reserve Requirement for the respective Series of Bonds, and to Bonds only of that respective Series and not to any other Bonds.

(B) Each Debt Service Reserve Fund shall be kept in the complete custody and control of the Trustee and withdrawals therefrom shall be made only by the Trustee who shall transmit to the Bondholders, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the Bonds.

(C) Money in a Debt Service Reserve Fund shall be invested and reinvested by the Trustee at the written direction of an Authorized Officer or a designee of an Authorized Officer in Authorized Investments. Subject to the remaining provisions of this paragraph (C), the earnings from such investments shall be added to and become a part of the Debt Service Reserve Fund. Except as provided in a Series Ordinance, if as of any date of calculation, the value of the securities and money in a Debt Service Reserve Fund shall exceed its Reserve Requirement, such excess shall either be used to effect partial redemption of Bonds of that Series, or shall be removed from such Debt Service Reserve Fund and, either (i) transferred into the applicable Interest Account or Principal Account, as directed in writing by an Authorized Officer, or (ii) transferred to the Bond Fund, as permitted by the provisions of the Code.

(D) In the event a Series Ordinance requires a Debt Service Reserve Fund to be established for a Series of Bonds, unless otherwise required by such Series Ordinance, the County, in lieu of the deposit of moneys into a Debt Service Reserve Fund, may alternatively satisfy the Reserve Requirement by causing to be so credited an irrevocable and unconditional surety bond, line of credit, letter of credit or insurance policy equal to the Reserve Requirement therefor.

(E) In the event the amount credited to a Debt Service Reserve Fund under a surety bond, letter of credit, or insurance policy (the "Original Funding Instrument") also includes amounts available under another surety bond, letter of credit, or insurance policy (the "Additional Funding Instrument"), draws on the Original Funding Instrument and the Additional Funding Instrument shall be made on a pro rata basis to fund any insufficiency in the Interest Account or Principal Account. In the event a Debt Service Reserve Fund is funded with both monies and a surety bond, letter of credit, or insurance policy (1) any withdrawals from such Debt Service Reserve Fund shall be made first from such monies (or the liquidation of investments made therewith) and second from such surety bond, line of credit, letter of credit, or insurance policy, and (2) cash deposits to such Debt Service Reserve Fund shall be used first to restore the cash balance and second to reinstate the surety bond, line of credit, letter of credit, or insurance policy. The surety bond, line of credit, letter of credit, or insurance policy shall be payable (upon the giving of notice as required thereunder) on any Bond Payment Date on which moneys will be required to be withdrawn from such Debt Service Reserve Fund and applied to the payment of the principal of or interest on the Outstanding Series of Bonds to which such surety bond, line of credit, letter of credit, or insurance policy relates when such payments cannot be made by amounts otherwise credited to such Debt Service Reserve Fund.

#### Section 6.04 Investments of Funds

Whenever, in the opinion of the County, it becomes desirable to invest money in any of the funds established by this Article (other than the Debt Service Reserve Funds, the Bond Fund, and any capitalized interest account) the County may make Authorized Investments. Earnings resulting from the investment of money in a particular fund shall be deposited into the Fee Account of the Revenue Fund except as otherwise provided in Sections 6.02 or 6.03 hereof.

[End of Article VI]

## ARTICLE VII

### DISPOSITION OF REVENUES

#### Section 7.01 Disposition of Funds from the Revenue Fund

So long as any Bonds are Outstanding, funds on deposit in the Revenue Fund shall be applied at the times, in the amounts and for the purposes provided or permitted by this Bond Ordinance. Park Fees shall be deposited upon receipt from time to time by the County to the Revenue Fund. The Park Fees shall be deposited to the Revenue Fund and applied as follows: (A) first, an amount equal to the 15 percent of Park Fees shall be deposited to the Fee Account of the Revenue Fund; and (B) second, the remaining amounts shall be released from the Revenue Fund and applied by the County in the manner provided in the Park Agreement or otherwise as determined by the County. The Park Fees deposited to the Fee Account of the Revenue Fund from time to time are referred to herein as the "Pledged Revenues."

There shall be deposited to the Other Available Moneys Account of the Revenue Fund such legally available moneys which the County Council in its sole discretion determines to apply for such purpose.

#### Section 7.02 Payments for Bonds

Provision shall be made for the payment of principal of, premium, if any, and interest on all Bonds then Outstanding without priority of any other Bonds but ratably as to each Series of Bonds. To that end:

(A) On or before the fifteenth day of the calendar month prior to an Interest Payment Date, there shall be transferred to the Interest Accounts in the following order of priority: first, from the Fee Account of the Revenue Fund an amount equal to the installment of interest coming due on the Bonds on such Interest Payment Date, and then, to the extent necessary to pay such installment, from the Other Available Moneys Account of the Revenue Fund (which amounts shall thereafter be credited to the respective sub-accounts therein), so that on each Interest Payment Date the amount of interest to be paid shall have been accumulated and be on hand; provided, however, that if provision has been made for the payment of all or part of the next installment of interest to become due on any Bonds, or the Trustee is in receipt of any Interest Payment Subsidies, pursuant to any other provision of this Bond Ordinance, or any Series Ordinance, or by reason of investment earnings or otherwise, then, in such event, the deposits required by this paragraph may be omitted, or reduced accordingly. Amounts on deposit in the sub-account of the Interest Fund for other available moneys after each Interest Payment Date shall be returned to the County.

(B) On or before the fifteenth day of the calendar month prior to a Principal Payment Date, there shall be transferred to the Principal Accounts in the following order of priority: first, from the Fee Account of the Revenue Fund an amount equal to the Principal Installment coming due on such Principal Payment Date, and then, to the extent necessary to pay such Principal Installment, from the Other Available Moneys Account of the Revenue Fund (which amounts shall thereafter be credited to the respective sub-accounts therein), so that on each Principal Payment Date the amount of principal to be paid shall have been accumulated and be on hand; provided,

however, that if provision has been made for the payment of all or part of the Principal Installment to become due on the respective Series of Bonds, pursuant to any other provision of this Bond Ordinance, or any Series Ordinance, or by reason of investment earnings or otherwise, then, in such event, the deposits required by this paragraph may be omitted, or reduced accordingly. Amounts on deposit in the sub-account of the Principal Account for other available moneys after each Principal Payment Date shall be returned to the County.

### Section 7.03 Deposits for the Debt Service Reserve Funds - Valuation

Deposits shall next be made from the Fee Account of the Revenue Fund in the amounts required by this Section 7.03 or Section 3.02(5) into the respective Debt Service Reserve Funds. The Trustee shall calculate the value of the cash and securities in each Debt Service Reserve Fund 45 days prior to each Bond Payment Date in order to determine if each Debt Service Reserve Fund contains the Reserve Requirement therefor, and the extent to which payments therefor or withdrawals must be made therefrom, and the timing thereof, pursuant to this Bond Ordinance and the respective Series Ordinances. To the extent the Trustee determines that a deficiency exists, but such deficiency is solely the result of accounting practices governing the valuation of securities in the Debt Service Reserve Fund, the Trustee may alternatively calculate the value of the securities in each Debt Service Reserve Fund as of the maturity date of such securities, so long as such securities mature on or prior to the Bond Payment Date. Unless a Debt Service Reserve Fund is being funded pursuant to Section 3.02(5)(a) of this Bond Ordinance or then contains in cash and securities (or a surety bond, insurance policy, or letter of credit as herein described) an amount at least equal to its Reserve Requirement, unless otherwise provided in the Series Ordinance, there shall be paid into such Debt Service Reserve Fund on the last Business Day of each of the 24 months following a determination of a deficiency in such Debt Service Reserve Fund one-twenty-fourth of the amount necessary to re-establish in such Debt Service Reserve Fund its Reserve Requirement; provided, however, nothing herein shall preclude the County from fully re-establishing such Reserve Requirement in a more timely fashion than as so prescribed. Any surety bond, line of credit, insurance policy or letter of credit being used to meet the Reserve Requirement of a Debt Service Reserve Fund shall be valued at the amount still remaining to be drawn thereon; and in the event that any such surety bond, line of credit, insurance policy or letter of credit has been drawn upon, the amount necessary to restore the principal balance thereof shall be paid by the County in the same manner and on a parity with the payments described in this Section 7.03 or as provided in an insurance agreement or applicable Series Ordinance.

The market value of any Authorized Investments in a Debt Service Reserve Fund shall be calculated as follows:

- (1) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if published therein, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;
- (2) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time

making a market in such investments or the bid price published by a nationally recognized pricing service;

(3) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(4) as to any investment not specified above, the value thereof established by prior agreement between the County and the Trustee.

Section 7.04 Reimbursement of Interest on Amounts Advanced by Credit Providers for the Debt Service Reserve Fund

Provision shall then be made for payment of interest and any fees or penalties on amounts advanced by the provider of any surety bond, line of credit, letter of credit or insurance policy as contemplated in Section 6.03(D) hereof.

Section 7.05 Payments for Junior Lien Bonds

Provision shall then be made for the payment of any other indebtedness which is junior and subordinate to the Bonds in the order of priority contemplated by the proceedings authorizing their issuance.

Section 7.06 Use of Surplus Money in Fee Account of the Revenue Fund

In any Bond Year, at such time as the Fee Account of the Revenue Fund and the Interest Account and the Principal Account of the Bond Fund in the aggregate have on deposit therein an amount equal to the amounts required to be paid pursuant to Sections 7.02 through 7.05 for the then current Bond Year, then any excess amount on deposit in or thereafter deposited to the Fee Account of the Revenue Fund in such Bond Year shall be released from the Fee Account of the Revenue Fund and applied by the County in the manner provided in the Park Agreement or as otherwise determined by the County.

[End of Article VII]

## ARTICLE VIII

### COVENANTS

#### Section 8.01 Covenants

So long as Bonds are outstanding, the County further covenants and agrees to abide by all covenants, undertakings, and provisions contained in this Bond Ordinance and in any Series Ordinance related to any Bond issued hereunder, including the following:

(A) *To Pay Annual Debt Service.* The County covenants and agrees to punctually pay, or cause to be paid, out of Pledged Revenues, and special funds created hereunder, the Debt Service on any Bonds Outstanding at the place, on the dates, and in the manner provided herein.

(B) *No Superior Pledge.* The County will not pledge, mortgage, or otherwise encumber the Pledged Revenues therefrom except in the manner herein authorized.

(C) *Records and Audits.* The County recognizes that those who may from time to time hereafter be Bondholders will, throughout the life of the Bonds, require full information with respect to the Park Fees and Pledged Revenues, the fiscal affairs of the County, and matters incident to each. To that end, the County hereby covenants and agrees that it will all times maintain proper books of records. The County further covenants and agrees that so long as any Bonds are Outstanding, it will, not later than 210 days after the close of each Fiscal Year, cause to be made and completed by the Auditors, an audit of the records, books and accounts pertaining to the County, made in accordance with Accounting Principles, showing aggregate Park Fees and Pledged Revenues; and that it will furnish a copy of such audit to the Trustee. Such audit shall comment upon any violation of any provision of any resolution authorizing the issuance of any Bonds or Junior Lien Bonds and any violation of any provision of this Bond Ordinance noted by the Auditor, and such other matters as to them seem pertinent.

(D) *Covenants related to the Park Agreement.* The County shall promptly perform the duties and obligations imposed and assumed by it in accordance with the terms and provisions of the Park Agreement. The County covenants and agrees to take all reasonable action necessary to enforce the Park Agreement in accordance with its terms and shall not terminate the Park Agreement or materially reduce the properties therein unless it shall first provide to the Trustee a certificate executed by an Authorized Officer stating: (a) that, after consideration of the reduction in the Pledged Revenues resulting from the termination of any specific Park Agreement or reduction of any property therein, the amount of Pledged Revenues for the prior consecutive 12 months or Fiscal Year, in his discretion, would not be less than 120% of the maximum Annual Principal and Interest Requirements on all Bonds Outstanding. Nothing in this Bond Ordinance shall limit the County's ability to grant or agree to Special Source Revenue Credits.

(E) *Priority of Pledge.* Except as otherwise provided in this Bond Ordinance, the County covenants and agrees not to issue any bonds, notes, certificates or other obligations or evidences of indebtedness other than the Bonds or other obligations authorized or permitted hereby to be secured by a pledge of the Pledged Revenues or funds created hereunder.



(F) *Federal Tax Covenant.* The County covenants and agrees with the Holders of any Bonds the interest on which was intended at their time of issuance to be exempt from taxation for federal income tax purposes, that it will not make any use of, and it shall direct the Trustee and each Fiduciary not to make any use of, the proceeds of any Series of Bonds which Bonds were intended upon the issuance thereof to be exempt from federal income taxation, which, if such use had been reasonably expected on the date of the issuance of the Bonds of such Series would have caused such Bonds or any other Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Code. Further, as to any Series of Bonds that the interest on which was intended at the time of their issuance to be exempt from federal income taxation, it will take all actions required of it under the Code that are necessary to preserve the tax-exempt status of such Series of Bonds, including without limitation, actions necessary to comply with all information reporting requirements and any obligation to rebate arbitrage earnings on the proceeds of such Bonds to the United States Government.

(G) *Covenant to Consider Appropriation of Lawfully Available Funds.* In adopting the budget for each Fiscal Year, the County shall determine whether it expects to have sufficient Pledged Revenues to make, in such Fiscal Year, the payments and transfers agreed to pursuant to Sections 7.02 through 7.05 of this Bond Ordinance. If the County does not expect to have sufficient Pledged Revenues for such purpose, County Council shall consider a budgetary appropriation from legally available funds in an amount that together with funds on deposit in the Fee Account of the Revenue Fund, the Bond Fund, and any Debt Service Reserve Fund will be sufficient to provide for the interest and Principal Installments on the Bonds in such Fiscal Year. Any such lawfully appropriated funds shall be deposited to the Other Available Moneys Account of the Revenue Fund not later than the fifteenth (15<sup>th</sup>) day prior to the Bond Payment Date for which they are needed. In considering such budgetary appropriation, the County Council may in its sole discretion determine not to make the budgetary appropriation (a “Determination of Nonappropriation”) described above and such Determination of Nonappropriation shall not constitute an Event of Default under this Bond Ordinance, nor shall the County have any obligation to enact such appropriation.

(H) *Amounts Derived from Legislative Appropriation.* Wherever in this Bond Ordinance there is a statement to the effect that the County may apply such other legally available moneys as the County Council shall in its discretion determine to apply for a purpose, or words of similar import, such application shall be made by County Council applying its legislative discretion in determining whether to apply such moneys. Any payment from other available moneys described in this Bond Ordinance shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness of the County, nor shall anything contained in this Bond Ordinance constitute or give rise to a general obligation or pledge of the general tax revenues, taxing power or full faith or credit of the County Council. Any such budgetary appropriation shall be subject in all respects to the discretion of County Council, and any failure to make such an appropriation, notwithstanding any provision of this Bond Ordinance to the contrary, shall not constitute a default or Event of Default under this Bond Ordinance.

(I) *Closing of Prior Bond Ordinances.* From and after the Date of Issue of the first series of Bonds under this Bond Ordinance, no additional bonds shall be issued pursuant to the Prior Bond Ordinances.

[End of Article VIII]

## ARTICLE IX

### MODIFICATION OF ORDINANCE

#### Section 9.01 Modification without Bondholder Approval

(A) Provided always that the security of the Bonds shall not be diminished, or in any manner impaired, the County Council may for any one or more of the following purposes at any time, or from time to time, enact an ordinance, supplementing this Bond Ordinance, which supplemental ordinance shall be fully effective in accordance with its terms:

(1) to provide for the issuance of a Series of Bonds in accordance with Article III of this Bond Ordinance;

(2) to add to the covenants and agreements of the County in this Bond Ordinance, other covenants and agreements thereafter to be observed;

(3) to surrender any right, power or privilege reserved to or conferred upon the County by this Bond Ordinance;

(4) to cure, correct and remove any ambiguity or inconsistent provisions contained in this Bond Ordinance; and

(5) for any other purpose which, in the opinion of Bond Counsel, does not materially affect the interests of the Bondholders.

(B) It is further provided that such supplemental ordinance shall not become effective until a copy thereof, duly certified, shall have been filed in the office of the Clerk of Court for the County. The Trustee will promptly give notice of enactment and a copy of any modification made hereunder to any Insurer.

#### Section 9.02 Modification with Bondholder Approval

The rights and duties of the County and the Bondholders and the terms and provisions of this Bond Ordinance may be modified or altered in any respect by an ordinance enacted by the County Council with the consent of the Holders of 51% in principal amount of all Bonds of each Series which would be affected by such modification or alteration then Outstanding, if any, of each such Series of Bonds, such consent to be evidenced in such manner as may be acceptable to the Trustee, however no such modification or alteration shall, without the consent of the Holders of all Bonds affected by such change or modification:

(1) Effect a change as to the type of currency in which the County is obligated to effect payment of the principal, interest and redemption premium of any Bond;

(2) Permit the creation of a pledge of the Pledged Revenues prior to or equal to the Bonds except as may be permitted under the provisions of this Bond Ordinance;

- (3) Permit preference or priority of any Bonds to others;
  - (4) Alter or modify the provisions of Section 3.02 or of Articles IV, VI, and VII]hereof;
- or
- (5) Reduce the percentage required for the written consent to the modification or alteration of the provisions of this Bond Ordinance.

Section 9.03 Procedure for Procuring Bondholder Approval

The County and the Trustee may rely upon the registry books maintained by the Registrar to determine who are the Holders of the Bonds. Any and all modifications made pursuant to Section 9.02 shall not become effective until (1) there has been filed with the Clerk of Court for the County and with the Trustee a copy of such amendatory ordinance hereinabove provided for, duly certified, and (2) proof of consent to such modification by the Holders (depending on the type of type of modification) of (A) 51% in principal amount of the Bonds of each Series then Outstanding or (B) all Bonds Outstanding, shall be filed with the Trustee. In the event that any Series of Bonds are held under a book-entry system pursuant to Section 3.17, the approvals of Bondholders may be obtained in the manner provided in the agreement with the Securities Depository.

Section 9.04 Notice to Rating Agencies

Any Rating Agency rating a Series of Bonds shall be provided notice by the County and a copy of any amendment to this Bond Ordinance or to any Series Ordinance within 15 days of its execution or enactment; notice electronically filed on the Municipal Securities Rulemaking Board's EMMA system shall be deemed sufficient upon such filing for purposes of this Section 9.04.

[End of Article IX]

## ARTICLE X

### EVENTS OF DEFAULT

#### Section 10.01 Events of Default

Each of the following events is hereby declared to be an “Event of Default”:

(1) Payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption;

(2) Payment of any installment of interest on any Bonds shall not be made when the same becomes due and payable;

(3) An order or decree shall be entered with the consent or acquiescence of the County appointing a receiver, or receivers of the County, or of the Park Fees or any part thereof, or any proceedings shall be instituted with the consent or acquiescence of the County for the purpose of effecting a composition between the County and its creditors whose claims relate to the Park Fees or any part thereof, or for the purpose of adjusting claims of such creditors, pursuant to any federal or State statute now or hereafter enacted, or if such order or decree, having been entered without the consent or acquiescence of the County, shall not be vacated or discharged or stayed on appeal within 60 days after entry thereof, or if such proceeding having been instituted without the consent or acquiescence of the County, shall not be withdrawn or any orders entered shall not be vacated, discharged, or stayed on appeal within 60 days after the institution of such proceedings, or the entry of such orders;

(4) The occurrence of an event of default on the part of the County under any reimbursement agreement between the County and a provider of a surety bond, insurance policy or letter of credit as contemplated under Section 6.03(D) hereof; and

(5) Such other events of default as may be specified in a Series Ordinance.

In determining whether a default in payment has occurred under paragraphs (1) or (2) of this Article and in determining whether a payment on Bonds has been made under any other provision of this Bond Ordinance, no effect shall be given to payments made under a Municipal Bond Insurance Policy.

[End of Article X]

## ARTICLE XI

### REMEDIES

#### Section 11.01 Acceleration; Annulment of Acceleration

(A) Upon the occurrence of an Event of Default pursuant to Sections 10.01(1) or (2), the Trustee may, and shall, upon the written request of the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding, by notice in writing to the County, declare all Bonds Outstanding immediately due and payable, and such Bonds shall become and be immediately due and payable, anything in the Bonds or in this Bond Ordinance to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment.

(B) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Bond Ordinance, the Trustee may annul such declaration and its consequences with respect to any Bonds not then due by their terms if:

(1) Moneys shall have been deposited in the Bond Fund sufficient to pay all matured installments of interest and principal (other than principal then due only because of such declaration) of all Outstanding Bonds;

(2) Moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee;

(3) All other amounts then payable by the County hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and

(4) Every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee.

No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

#### Section 11.02 Additional Remedies and Enforcement of Remedies

(A) Upon the occurrence and continuance of any Event of Default, subject to the provisions of Section 14.01 hereof, the Trustee may, and upon the written request of the Holders of not less than 51% in aggregate principal amount of the Bonds Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall proceed forthwith to protect and enforce its rights and the rights of the Bondholders under this Bond Ordinance by such suits,



actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including but not limited to:

- (1) Seeking a writ of mandamus, requiring the County to carry out its duties and obligations under the terms of this Bond Ordinance and under the Enabling Act;
- (2) Suit upon all or any part of the Bonds;
- (3) Civil action to require the County to account as if it were the trustee of an express trust for the Holders of Bonds;
- (4) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds; or
- (5) Enforcement of any other right of the Bondholders conferred by law or by this Bond Ordinance including the right to make application for the appointment of a receiver.

(B) Regardless of the happening of an Event of Default, the Trustee, if requested in writing by the Holders of not less than 51% in aggregate principal amount of the Bonds then Outstanding, and upon receipt of assurances of indemnification of the Trustee, the sufficiency of which shall be determined in the Trustee's sole discretion, shall institute and maintain such suits and proceedings as it may be advised by counsel shall be necessary or expedient:

- (1) To prevent any impairment of the security under this Bond Ordinance by any acts which may be unlawful or in violation of this Bond Ordinance; or
- (2) To preserve or protect the interests of the Bondholders, provided that such request is in accordance with law and the provisions of this Bond Ordinance and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Holders of Bonds not making such request.

(C) When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

#### Section 11.03 Application of Pledged Revenues and Other Moneys After an Event of Default

(A) The County covenants that if an Event of Default shall happen and shall not have been remedied, the County, upon demand of the Trustee, shall pay or cause to be paid over to the Trustee:

- (1) Forthwith, all moneys and securities then held by the County which are credited to any fund under this Bond Ordinance. Any moneys and securities in any

construction fund created with proceeds of Bonds if construction of the projects to be paid for thereby has been completed or terminated but exclusive of any amounts remaining in such construction fund that are in dispute between the County and any contractor. However, any monies in an Interest Account, a Principal Account or a Debt Service Reserve Fund shall be applied only toward a Series of Bonds for which such Debt Service Reserve Fund was established; and

(2) As promptly as practicable after receipt thereof, all Park Fees required to be deposited to the Fee Account of the Revenue Fund shall be so deposited.

(B) During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, Pledged Revenues, payments and receipts in its possession and the income therefrom as follows and in the following order:

(1) To the payment of the reasonable and proper charges of the Trustee and its reasonable counsel fees and expenses;

(2) To the payment of the interest and principal (and redemption premium, if any) then due on the Bonds, as follows:

(a) Unless the principal of all of the Bonds shall have become or have been declared due and payable,

(i) First: To the payment of the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference;

(ii) Second: To the payment to the persons entitled thereto of the unpaid Principal Installments (and redemption premiums, if any) of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal (plus redemption premium, if any) due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without

any discrimination or preference except as to any differences as to the respective rates of interest specified in the Bonds;

(4) To the payment of the amounts required by Section 7.03, ratably, according to the amounts due thereon to the persons entitled thereto;

(5) To the payment of the amounts required by Section 7.04, ratably, according to the amounts due thereon to the persons entitled thereto; and

(6) To the payment of the amounts required by Section 7.05, ratably, according to the amounts due thereon to the persons entitled thereto.

#### Section 11.04 Remedies Not Exclusive

No remedy by the terms of this Bond Ordinance conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Bond Ordinance or existing at law or in equity or by statute (including the Enabling Act) on or after the date hereof.

#### Section 11.05 Remedies Vested in Trustee

All rights of action (including the right to file proof of claims) under this Bond Ordinance or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds. Subject to the provisions of Section 11.03 hereof, any recovery of judgment shall be for the equal benefit of the Holders of the Outstanding Bonds.

#### Section 11.06 Majority of Bondholders Control Proceedings

If an Event of Default shall have occurred and be continuing, notwithstanding anything in this Bond Ordinance to the contrary, the Holders of at least 51% in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of this Bond Ordinance or for the appointment of a receiver or any other proceedings hereunder, provided that such direction is in accordance with law and the provisions of this Bond Ordinance (including indemnity to the Trustee) and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Bondholders not joining in such direction and provided further that nothing in this Section 11.06 shall impair the right of the Trustee in its discretion to take any other action under this Bond Ordinance which it may deem proper and which is not inconsistent with such direction by Bondholders.

#### Section 11.07 Individual Bondholder Action Restricted

(A) No Holder of any Bond shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Bond Ordinance or for the execution of any trust hereunder or for any remedy under this Bond Ordinance unless:

- (1) An Event of Default has occurred:
  - (a) under paragraph (1) or (2) of subsection (A) of Section 10.01 hereof;
  - (b) as to which a Responsible Officer of the Trustee has actual notice;  
and
  - (c) as to which the Trustee has been notified in writing.

(2) The Holders of at least 25% in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in this Bond Ordinance or to institute such action, suit or proceeding in its own name; and

(3) Such Bondholders shall have provided assurances of indemnification of the Trustee, the sufficiency of which shall be determined in the Trustee's sole discretion; and

(4) The Trustee shall have failed or refused to exercise the powers herein granted or to institute such action, suit or proceedings in its own name for a period of 60 days after receipt by it of such request and offer of indemnity.

(B) No one or more Holders of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Bond Ordinance or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Holders of all Bonds Outstanding.

(C) Nothing contained in this Bond Ordinance shall affect or impair, or be construed to affect or impair, the right of the Holder of any Bond:

- (1) To receive payment of the principal of or interest on such Bond on the due date thereof; or
- (2) To institute suit for the enforcement of any such payment on or after such due date.

#### Section 11.08 Termination of Proceedings

In case any proceeding taken by the Trustee or any Bondholder on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondholders, the County, the Trustee and the Bondholders shall be

restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee and the Bondholders shall continue as if no such proceeding had been taken.

#### Section 11.09 Waiver and Nonwaiver of Event of Default

(A) No delay or omission of the Trustee or of any Holder of the Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article XI to the Trustee and the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(B) The Trustee may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Bond Ordinance, or before the completion of the enforcement of any other remedy under this Bond Ordinance.

(C) Notwithstanding anything contained in this Bond Ordinance to the contrary but subject to the provisions of Section 14.01 hereof, the Trustee, upon the written request of the Holders of at least 51% of the aggregate principal amount of Bonds then Outstanding (including, if more than one Series of Bonds shall at the time be Outstanding, the Holders of at least 51% in principal amount of all Bonds then Outstanding of each such Series), shall waive any Event of Default hereunder and its consequences; provided, however, that except under the circumstances set forth in subsection (B) of Section 11.01 hereof or subsection (B) of this Section 11.09, a default in the payment of the principal of, premium, if any, or interest on, any Bond, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Bonds at the time Outstanding.

(D) In case of any waiver by the Trustee of an Event of Default hereunder, the County, the Trustee, each Insurer and the Bondholders shall be restored to their former positions and rights under this Bond Ordinance, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with this Section 11.09.

#### Section 11.10 Notice of Events of Default

(A) Within 30 days after:

(1) The receipt of notice of an Event of Default as provided in Section 11.07(A)(1)(b) or (c) hereof; or

(2) The occurrence of an Event of Default under paragraphs (1) or (2) of Section 10.01 hereof, as to which the Trustee shall be deemed to have notice,

the Trustee shall, unless such Event of Default shall have theretofore been cured, give written notice thereof by first class mail to each Insurer of any Series of Bonds then Outstanding, if any,

and to each Holder of Bonds then Outstanding, provided that, except in the case of a default in the payment of principal of, together with premium, if any and interest on any of the Bonds, the Trustee may withhold such notice if, in its sole judgment, it determines that the withholding of such notice is in the best interests of the Bondholders.

(B) The Trustee shall immediately notify the County and each Insurer of any Series of Bonds then Outstanding of any Event of Default actually known to a Responsible Officer of the Trustee.

[End of Article XI]



## ARTICLE XII

### TRUSTEE AND ITS FUNCTIONS; OTHER FIDUCIARIES

#### Section 12.01 Appointment and Vesting of Powers in Trustee; Limitation of Rights of Bondholders to Appoint Trustee

Prior to the delivery of any Bonds pursuant to this Bond Ordinance, the County shall appoint the Trustee and the Paying Agent and the Registrar for such Bonds. Such appointment shall be made by means of the Series Ordinance adopted by the County Council in connection with the issuance of the first Series of Bonds pursuant to this Bond Ordinance. Each of the Trustee, the Paying Agent and the Registrar shall be and is hereby vested with all rights and powers necessary to enable it to discharge its duties hereunder.

#### Section 12.02 Functions of Trustee

The Trustee shall have the following additional functions:

- (A) To act as custodian of the Bond Fund;
- (B) Except as otherwise provided herein, to act as custodian of the Debt Service Reserve Funds, if any;
- (C) Except as otherwise prescribed by any Series Ordinance, to act as Paying Agent for each Series of Bonds;
- (D) Unless otherwise prescribed by any Series Ordinance, to act as Registrar for each Series of Bonds, to authenticate the Bonds of all Series that may be issued, and to maintain a set of registration books therefor, which shall at all times accurately reflect the names and addresses of all those who may be Holders of any Bonds;
- (E) To make reports to the County on a monthly or such other basis as may be requested by the County, but not less often than semi-annually:
  - (1) Establishing balances on hand;
  - (2) Listing investments made for any fund handled by the Trustee;
  - (3) Establishing the market value of the Debt Service Reserve Funds; and
  - (4) Listing all securities, if any, pursuant to Section 12.13 hereof.

#### Section 12.03 Duty of Trustee with Respect to Deficits in the Debt Service Fund

It shall be the further duty of the Trustee to give written notice to the County three Business Days prior to each Bond Payment Date, if there is any deficiency in any Interest Account or

Principal Account for any Series of Bonds which would result in a need for further moneys to meet the payment of interest and/or principal falling due on the next ensuing Bond Payment Date, and the extent, if any, to which resort must be had to the respective Debt Service Reserve Fund to meet such deficiency.

#### Section 12.04 Acceptance by Trustee Required

Prior to the delivery of any Bonds, the Trustee appointed pursuant to Section 12.01 hereof shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Bond Ordinance, by executing and delivering to the County a written acceptance thereof.

#### Section 12.05 Liability as to Recitals in Bond Ordinance and Bonds

The recitals of fact made in this Bond Ordinance and in the Bonds shall be taken as statements of the County, and the Trustee shall not be deemed to have made any representation as to the correctness of the same, nor shall the Trustee be deemed to have made any representation whatsoever as to the validity or sufficiency of this Bond Ordinance or of the Bonds issued hereunder except with respect to the authentication of any Bonds. Nor shall the Trustee be under any responsibility or duty with respect to the issuance of said Bonds, or the application of the proceeds thereof, except to the extent provided for herein. Nor shall the Trustee be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

#### Section 12.06 Trustee May Rely on Notices, etc.

The Trustee shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

#### Section 12.07 Trustee Permitted to Resign

The Trustee may, at any time, resign and be discharged of its duties and obligations hereunder by giving to the County and the Bondholders written notice of such resignation, specifying a date (not less than 60 days after such notice) when such resignation is intended to take effect. Such resignation shall take effect immediately upon but not before the appointment and qualification of such successor. If after 60 days no successor has been appointed, the Trustee may petition a court of competent jurisdiction to appoint a successor.

#### Section 12.08 Removal of Trustee

(A) The Trustee may be removed at any time by the Holders of not less than 51% of the principal amount of Bonds at such time Outstanding upon 30 days written notice to the Trustee.

(B) Provided an Event of Default has not occurred and is not continuing, the Trustee may be removed at any time by the County upon 30 days written notice to the Trustee.

(C) Any such removal shall take effect immediately (after the 30-day notice period) upon, but not before the appointment and qualification of such successor.

#### Section 12.09 Appointment of Successor Trustee Upon Resignation or Removal of Trustee

(A) In case at any time the Trustee shall resign, or be removed or become incapable of acting, or be adjudged bankrupt or insolvent, or a receiver of its property shall be appointed, or any public officer shall take charge or control of its property or affairs, a successor thereto shall be promptly appointed by an ordinance of the County duly enacted. Such successor shall in all instances be a bank or a trust company, and duly chartered pursuant to the laws of the United States or of any state and shall have a combined capital and surplus of not less than \$500,000,000.

(B) Immediately following such appointment the County shall give written notice of such appointment to the Bondholders and any Registrar or Paying Agent other than the Trustee.

#### Section 12.10 When Bondholder May Seek Successor Trustee

If, in a proper case, no appointment of a successor Trustee shall be promptly made pursuant to Section 12.09, any Bondholder, the resigning or removed Trustee may make application to any court of competent jurisdiction for the appointment of a successor and said court may thereupon, after such notice, if any, as such court may prescribe, appoint a successor.

#### Section 12.11 Acceptance by Successor Trustee

Any successor Trustee appointed hereunder shall execute and deliver to its predecessor and to the County a written acceptance of such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of its predecessor hereunder with like effect as if originally named as such Trustee and its predecessor shall be obligated to pay over, transfer, assign and deliver all moneys, securities and other property held by it to its successor, and on the written request of the County, or the successor, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may be reasonably required for the vesting and confirming in such successor all the right, title and interest of the predecessor in and to any property held by it.

#### Section 12.12 Effect of Trustee Merging with Another Bank

Any bank or trust company into which the Trustee may be merged, or with which it may be consolidated, or any bank or trust company resulting from any merger or consolidation to which it shall be a party, or any bank or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, shall become the successor without the execution or filing of any paper or the performance of any further act; provided, always, that if the County shall be dissatisfied with the institution resulting from the merger, consolidation or other action spoken of above, then the County may at any time within 30 days after such action name a new Trustee (with the qualifications prescribed by Section 12.09 hereof) in lieu of the Trustee then acting.

#### Section 12.13 Trustee to Secure Funds and Securities Held in Trust

Unless the same be secured as trust funds in the manner provided by the regulations of the Comptroller of the Currency as from time to time in effect, all funds or securities in the custody of the Trustee, in excess of the amount of such deposit insured by the Federal Deposit Insurance Corporation, shall be invested in Authorized Investments at the written direction of the County.

#### Section 12.14 Disposition of Paid Bonds

It shall be the duty of the Trustee to cancel all Bonds which shall have been paid, whether upon their maturity or redemption prior to maturity; such cancellation shall be done in such fashion as to render such Bonds incapable of further negotiation or hypothecation. In any event it shall furnish appropriate certificates to the County indicating the disposition of such Bonds. Upon effecting such cancellation, the Trustee shall furnish appropriate certificates to the County setting forth the disposition made of the Bonds so canceled.

#### Section 12.15 Appointment of Substitute Registrar and Paying Agent

The County may, from time to time, appoint a Registrar or Paying Agent to act in the place and stead of the Trustee as Registrar or Paying Agent of the Bonds of one or more Series. The County shall cause written notice of such appointment to be mailed to the Holders of all Bonds affected by such appointment 30 days prior to the effective date of such appointment.

#### Section 12.16 Additional Provisions Regarding the Trustee

The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Bond Ordinance, and no implied covenants or obligations should be read into this Bond Ordinance against the Trustee. If any Event of Default under this Bond Ordinance shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Bond Ordinance and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs.

The Trustee agrees to perform the trust functions provided herein upon and subject to the following expressed terms and conditions:

(A) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers appointed with due care.

(B) The permissive items assigned to the Trustee as enumerated herein shall not be construed as a duty.

(C) The Trustee shall not be accountable for the use or application by the County of any money paid over by the Trustee in accordance with the provisions of this Bond Ordinance.



(D) Before taking any action under this Bond Ordinance relating to an Event of Default or in connection with its duties under this Bond Ordinance other than making payments of principal and interest on the Bonds as they become due or causing an acceleration of the Bonds whenever required by this Bond Ordinance, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all costs and expenses to which it may be put (including legal fees, costs and expenses) and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated to have resulted from its own negligence or willful misconduct in connection with any action so taken.

(E) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(F) None of the provisions of this Bond Ordinance shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds cannot be assured to the Trustee's satisfaction.

(G) So long as investments are made in Authorized Investments, the Trustee may conclusively rely upon the County's written instructions as to both the suitability and legality of all investments directed hereunder. To the extent invested in Authorized Investments, the Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge reasonable fees for such trades, including cash sweep accounts. Notwithstanding anything to the contrary herein, in the absence of written investment instructions from the County, the Trustee shall not be responsible or liable for keeping moneys held by it hereunder fully invested. While invested in Authorized Investments, the Trustee shall not be liable for any losses from such investments. Broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

(H) The Trustee shall have no duty to review or analyze any financial statements delivered to it hereunder (including the audit required by Section 9.02 hereof) or verify the accuracy thereof and shall hold such financial statements solely as a repository for the benefit of the Bondholders; the Trustee shall not be deemed to have notice of any information contained therein or Event of Default which may be disclosed therein.

(I) The County shall pay to the Trustee reasonable compensation for all services performed by it hereunder and also its reasonable expenses, charges and other disbursements and the fees, costs, and expenses of its attorneys, agents and employees incurred in and about the administration and the performance of its powers and duties hereunder. If the Trustee is required

by governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto, the Trustee shall notify the County of same in writing. Payment for such extraordinary fees, costs and expenses (including but not limited to reasonable attorney's fees, costs and expenses) shall be made promptly by the County only after said notice.

(J) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Bond Ordinance arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation: acts of God; earthquakes; fire; flood; hurricanes or other catastrophic storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(K) Upon request from any Bondholder and absent any further direction or consent of the County, the Trustee may disseminate a copy of the financial statements to such requester.

[End of Article XII]



## ARTICLE XIII

### DEFEASANCE

#### Section 13.01 Defeasance Generally

Subject to the provisions of any Series Ordinance, if all of the Bonds issued pursuant to this Bond Ordinance and any other amounts required to be paid to a provider of a surety bond, line of credit, insurance policy or letter of credit hereunder shall have been paid and discharged, then the obligations of the County under this Bond Ordinance, the pledge of Pledged Revenues made hereby, and all other rights granted hereby shall cease and determine.

Subject to the provisions of any Series Ordinance, Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances:

(A) The Trustee shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, sufficient money for the payment thereof.

(B) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred and thereafter tender of such payment shall have been made, and the Trustee shall then hold in trust and irrevocably appropriated thereto, sufficient money for the payment thereof to the date of the tender of such payment.

(C) If the County shall have deposited with the Trustee, or any other bank or trust company which would otherwise meet the chartering and capital and surplus requirements contained in Section 12.09(A) hereof, in irrevocable trust money or Defeasance Obligations, the principal of and interest on which when due (without reinvestment thereof) will, as certified in a verification report provided by an independent entity providing such services and selected by the County, provide money which, together with the money, if any, deposited at the same time, shall be sufficient to pay, when due, the principal, interest and redemption premium, if any, due and to become due on and prior to the maturity, or, if the County has irrevocably elected to redeem Bonds, on and prior to the redemption date, of such Bonds.

#### Section 13.02 Money to be Held in Trust - When Returnable to the County

Any money which at any time shall be deposited with the Trustee or other escrow holder authorized under Section 13.01(C), by or on behalf of the County, for the purpose of paying and discharging any Bonds or the interest thereon, shall be and is hereby assigned, transferred and set over to the Trustee or such other escrow holder in trust for the respective Holders of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. But if, through lapse of time or otherwise, the Holders of said Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Trustee or such other escrow holder to forthwith return said funds to the County.

Section 13.03 Deposits with Trustee Subject to Conditions of Article XIII

The County covenants and agrees that any money which it shall deposit with the Trustee shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article, and that whenever it shall have elected to redeem Bonds it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Trustee to cause the publication of such notice of redemption in its name and on its behalf.

Section 13.04 No Defeasance of Series of Bonds Paid by Insurer

In the event that the principal and/or interest due on a Series of Bonds shall be paid by an Insurer pursuant to a Municipal Bond Insurance Policy, such Series of Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the County until the Insurer has been reimbursed in full therefor in accordance with the terms of the Municipal Bond Insurance Policy, and the assignment and pledge of the Pledged Revenues and all covenants, agreements and other obligations of the County to the registered Holders shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such registered Holders.

[End of Article XIII]

## ARTICLE XIV

### MISCELLANEOUS

#### Section 14.01 Miscellaneous Rights of an Insurer

(A) Notwithstanding any provision of this Bond Ordinance to the contrary, each Insurer shall be deemed the exclusive Holder of all Bonds insured by that Insurer, for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies. No rights granted to an Insurer by this Bond Ordinance shall be effective at any time that such Insurer is in breach of its obligations under the Municipal Bond Insurance Policy or is subject to bankruptcy or receivership proceedings. Additionally, this paragraph (A) shall be effective only in the event the Insurer's Municipal Bond Insurance Policy results in the applicable Series of Bonds being rated at least investment grade by either Standard & Poor's or Moody's.

(B) Any provision of this Bond Ordinance expressly recognizing or granting rights in or to an Insurer may not be amended in any manner which affects the rights of such Insurer hereunder without the prior written consent of each such Insurer.

(C) To the extent that an Insurer makes payment of the principal of or interest on any Bonds, it shall become the owner and Holder of such Bonds, appurtenant coupons or right to payment of such principal of or interest on such Bonds and shall be fully subrogated to all of the registered Holders' rights thereunder, including the registered Holders' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Registrar shall note Insurer's rights as subrogee on the registration books of the County maintained by the Registrar upon receipt of proof from the Insurer as to payment of interest thereon to the registered Holders of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Trustee shall note the Insurer's rights as subrogee on the registration books of the County maintained by the Registrar upon surrender of the Bonds by the registered Holders thereof to the Insurer or its agent.

(D) In the event that the principal of and/or interest on any Bonds shall be paid by the Insurer pursuant to the terms of its Municipal Bond Insurance Policy, (i) such Bonds shall continue to be "Outstanding" under this Bond Ordinance and (ii) the assignment and pledge of the Pledged Revenues and all covenants, agreements and other obligations of the County to the registered Holders shall continue to exist, and the Insurer shall be fully subrogated to all of the rights of such registered Holders in accordance with the terms and conditions of subparagraph (C) above and the Insurer's Municipal Bond Insurance Policy.

(E) The terms and provisions of this Bond Ordinance or of any applicable Series Ordinance may not be terminated as long as there are any moneys owed to an Insurer under such terms and provisions of this Bond Ordinance or the applicable Series Ordinance or any agreement between such Insurer and the County.

#### Section 14.02 Purpose of Covenants in Bond Ordinance

Every covenant, undertaking and agreement made on behalf of the County, as set forth in this Bond Ordinance is made, undertaken and agreed to, for the proper securing of the payment of the principal of and interest on the Bonds. Each shall be deemed to partake of the obligation of the contract between the County and the Bondholders and shall be enforceable accordingly. In this connection, any provider of a surety bond, line of credit, insurance policy or letter of credit as contemplated under Section 6.03(D) hereof may enforce the terms, conditions and obligations under this Bond Ordinance as a third party beneficiary hereunder. Nothing in this Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County, an Insurer, the Trustee, the Registrar, the Paying Agent and the Holders of the Bonds, any right, remedy or claim under or by reason of this Bond Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Ordinance contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, an Insurer, the Trustee, and the registered owners of the Bonds.

#### Section 14.03 Severability

If any Section, paragraph, clause or provision of this Bond Ordinance shall be held invalid, the invalidity of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

#### Section 14.04 Remedies Granted by Ordinance Not Being Available to Holders of Other Bonds

If it shall be held by any court of competent jurisdiction that any right or remedy granted by the Bond Ordinance or any Series Ordinance to the Holders of any Bond is not available to the Holders of all other Bonds, then such rights and remedies are herewith conferred upon the Holders of such other Bonds.

#### Section 14.05 Authorization to Sign

For purposes of all consents and other necessary documentation associated with the issuance of Bonds, any of the Authorized Officers and the Clerk shall be authorized to sign on behalf of the County and the County Council.

#### Section 14.06 Repealing Clause

All resolutions, or parts thereof, inconsistent herewith shall be and the same are hereby repealed to the extent of such inconsistencies.

Section 14.07 Governing Law

The provisions of this Bond Ordinance shall be governed by the laws of the State, without regard to conflict of law principles.

Section 14.08 Date Effective

The provisions of this Bond Ordinance shall become effective as of enactment.

[End of Article XIV]

DONE IN MEETING DULY ASSEMBLED, this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

**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: September 18, 2018  
Second Reading:  
Third Reading:  
Public Hearing:



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ORDINANCE NO. 2018-043

A SERIES ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING TWENTY EIGHT MILLION SEVEN-HUNDRED FIFTY THOUSAND DOLLARS (\$28,750,000); AND OTHER MATTERS RELATING THERETO.

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2018 Series Ordinance

Enacted \_\_\_\_\_, 2018

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NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED, THAT:

## ARTICLE I

### FINDINGS OF FACT

#### Section 1.01 Findings

Incident to the enactment of this series ordinance (this “2018 Series Ordinance”), and the issuance of the bonds provided for herein, the County Council of Anderson County (the “County Council”), the governing body of Anderson County, South Carolina (the “County”), finds that the facts set forth in this Article exist and the following statements are in all respects true and correct:

(1) The County Council has made general provision for the issuance from time to time of Special Source Revenue Bonds (the “Bonds”) of the County by a bond ordinance entitled, “A MASTER BOND ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO,” enacted by the County Council on \_\_\_\_\_, 2018 (the “Bond Ordinance”). Terms with initial capitals and not otherwise defined herein shall have the meanings ascribed thereto in the Bond Ordinance.

(2) It is provided in and by the Bond Ordinance that, upon enactment of a “Series Ordinance,” there may be issued one or more series of Bonds for the purposes of the Enabling Act.

(3) The County currently has the following indebtedness outstanding payable from the Park Fees:

- (a) the \$5,800,000 original principal amount Special Source Revenue Bond, Series 2006 (the “Series 2006 Bond”), currently outstanding in the principal amount of \$1,350,000;
- (b) the \$2,700,000 original principal amount Special Source Revenue Bond, Series 2007 (the “Series 2007 Bond”), currently outstanding in the principal amount of \$850,000;
- (c) the \$1,570,000 original principal amount Special Source Revenue Bond, Series 2008A (the “Series 2008A Bond”), currently outstanding in the principal amount of \$1,010,000; and
- (d) the \$3,545,000 original principal amount Special Source Revenue Bond, Series 2014A (the “Series 2014A Bond” together with the Series 2006 Bond, the Series 2007 Bond, the Series 2008A Bond, are collectively referred to as the “Prior Bonds”), currently outstanding in the principal amount of \$730,000.

The Prior Bonds were authorized by and issued pursuant to the authorizations of General Bond Ordinance No. 2004-041 enacted by the County Council on November 4, 2004, and various ordinances supplemental thereto (collectively, the “Prior Bond Ordinances”). The County is now minded to make provision for the refunding and defeasance under the Prior Bond Ordinances of all of the outstanding principal amounts of the Prior Bonds (the “Refunded Bonds”).

(4) The County has determined to issue the Series 2018 Bonds (as defined herein) to: (1) defray all or a portion of the costs of planning, developing, acquiring, constructing, and equipping of sewer system repairs and improvements to include (i) new, repaired or replaced sewer system lines, pump stations, and treatment facilities, and related infrastructure, and (ii) the decommissioning of certain existing sewer system infrastructure ((i) and (ii), the “2018 Project”); (2) pay all or a portion of the interest coming due on such Series 2018 Bonds for a period not to exceed three years from the date of issuance of the applicable Series 2018 Bonds; (3) pay the cost of the refunding of the Refunded Bonds (the “Refunding”); (4) fund, if necessary, a debt service reserve fund; and (5) pay the costs of issuance of the Series 2018 Bonds.

(5) The Series 2018 Bonds shall be issued under the terms of the Bond Ordinance as a Series of Bonds thereunder.

(6) By reason of the foregoing, the County has determined to enact this 2018 Series Ordinance in accordance with the terms and provisions of the Bond Ordinance in order to issue the Series 2018 Bonds for the purposes described in Paragraph 4 above.

#### Section 1.02 Determinations Required by Section 3.01(B) of the Bond Ordinance

The County Council hereby specifies and determines that:

(1) the Date of Issue of the Series 2018 Bonds shall be the date that the Series 2018 Bonds are executed and delivered as provided in Section 4.01 of this 2018 Series Ordinance;

(2) the exact principal amount of the Series 2018 Bonds shall be determined by an Authorized Officer at the closing thereof; provided, however, that the aggregate principal amount of the Series 2018 Bonds shall not exceed \$28,750,000 and further provided that the proceeds thereof shall not exceed the amount necessary for the purposes specified at Section 3.02 hereof;

(3) the dates for payment of interest on the Series 2018 Bonds, and the dates of maturity, not to exceed thirty (30) years, and the amounts thereof, shall be determined by an Authorized Officer at the closing of the Series 2018 Bonds;

(4) the Series 2018 Bonds are to be issued for the purposes set forth at Section 3.02 hereof;

(5) the title and designation of the Series 2018 Bonds shall be as set forth at Section 3.01 hereof.

(6) the Series 2018 Bonds shall be sold in accordance with, and by an Authorized Officer as prescribed at, Article VI hereof;

(7) the Series 2018 Bonds shall bear interest at rates as determined by an Authorized Officer through the sale procedures of Article VI hereof, and the County will not enter into any interest rate swap or similar transaction with respect to the Series 2018 Bonds;

(8) the Series 2018 Bonds shall be issued as Serial Bonds or Term Bonds, as determined by an Authorized Officer at the closing of the Series 2018 Bonds;

(9) the redemption prices and dates applicable to the Series 2018 Bonds shall be as determined by an Authorized Officer at the closing of the Series 2018 Bonds;



(10) Branch Banking and Trust Company (the "Trustee") shall serve as Trustee, Paying Agent and Registrar for the Series 2018 Bonds;

(11) the Series 2018 Bonds shall be in the form as provided at Section 3.09 hereof;

(12) the initial maturity of the Series 2018 Bonds shall be numbered R-1, and thereafter sequentially "R-" numbered for identification; and shall be issued in \$5,000 denominations or any multiple thereof;

(13) the Series 2018 Bonds may be issued in book-entry form as permitted by Section 3.17 of the Bond Ordinance at the discretion of an Authorized Officer;

(14) no Reserve Requirement is applicable as no Bonds are currently Outstanding;

(15) no Series Debt Service Reserve Fund is contemplated to be established in connection with the Series 2018 Bonds, and thus no Series Reserve Requirement is anticipated to be established, however if the Authorized Officer determines that a Series Debt Service Reserve Fund shall assist the County in obtaining more advantageous terms, he may establish both a Series Debt Service Reserve Fund and establish a Series Reserve Requirement;

(16) the proceeds of the Series 2018 Bonds shall be applied as set forth at Article V hereof;

(17) the 2018 Principal Account and 2018 Interest Account, each accounts of the Bond Fund, are established pursuant to Section 3.06 hereof; the 2018 Project Fund and 2018 COI Account are established pursuant to Section 5.02 hereof; and

(18) the County estimates that the cost of the 2018 Project, exclusive of financing and related costs, will be approximately \$24,000,000, and the cost of the Refunding will be approximately \$4,000,000.

[End of Article I]

## ARTICLE II

### DEFINITIONS AND CONSTRUCTION

#### Section 2.01 Definitions

(a) Except as provided in subsection (b) below, all capitalized terms which are defined in Section 2.01 of the Bond Ordinance shall have the meanings given the same in this 2018 Series Ordinance.

(b) As used in this 2018 Series Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“2018 COI Account” shall mean that account created within the 2018 Project Fund pursuant to Section 5.02 hereof.

“2018 Debt Service Reserve Fund” shall mean the fund of that name established by this 2018 Series Ordinance pursuant to Section 7.05 of the Bond Ordinance.

“2018 Interest Account” shall mean the 2018 Interest Account of that name established by this 2018 Series Ordinance pursuant to Section 6.02 of the Bond Ordinance.

“2018 Principal Account” shall mean the 2018 Principal Account of that name established by this 2018 Series Ordinance pursuant to Section 6.02 of the Bond Ordinance.

“2018 Project” shall mean the project defined at Section 1.01(4) hereof.

“2018 Project Fund” shall mean the fund created at Section 5.02 hereof.

“2018 Reserve Requirement” if any, shall mean an amount determined by an Authorized Officer in compliance with the provisions and requirements of the Code.

“2018 Series Ordinance” shall mean this 2018 Series Ordinance of the County Council.

“Authorized Officer” shall have the meaning ascribed thereto in the Bond Ordinance, but for purposes of making the determinations provided for under Article III of this 2018 Series Ordinance, the County Administrator shall constitute the sole Authorized Officer.

“BAN Act” means Title 11, Chapter 17 of the South Carolina Code.

“Series 2018 Bonds” shall mean the Series of Bonds authorized and designated by Section 3.01 of this 2018 Series Ordinance.

[End of Article II]

## ARTICLE III

### Authorization And Terms of the Series 2018 Bonds

#### Section 3.01 Principal Amount; Designation of Series 2018 Bonds

Pursuant to the provisions of the Bond Ordinance, one or more Series of Bonds of the County entitled to the benefits, protection, and security of the provisions of the Bond Ordinance is hereby authorized in the aggregate principal amount of not exceeding Twenty Eight Million Seven Hundred Fifty Thousand Dollars (\$28,750,000); such Bonds so authorized shall be designated the "Anderson County, South Carolina Special Source Revenue Bonds, Series 2018" (the "Series 2018 Bonds"). As determined by the Authorized Officer, the Series 2018 Bonds may be sold as a single Series, or from time to time in multiple Series bearing any such designation as appropriate. References herein to the Series 2018 Bonds shall include all Series of Bonds authorized by this 2018 Series Ordinance. Any Series of the Series 2018 Bonds issued as taxable obligations shall bear an appropriate designation so as to distinguish its tax status.

#### Section 3.02 Purposes of the Series 2018 Bonds

The Series 2018 Bonds are authorized for the principal purposes of:

- (1) defraying all or a portion of the cost of the 2018 Project, or refinancing the same;
- (2) pay all or a portion of the interest coming due on such Series 2018 Bonds for a period not to exceed three years from the date of issuance of the applicable Series 2018 Bonds;
- (3) effecting a refunding of the Refunded Bonds;
- (4) funding the 2018 Debt Service Reserve Fund, if any, in an amount equal to the 2018 Reserve Requirement in a manner permitted by the Bond Ordinance; and
- (5) paying certain costs and expenses relating to the issuance of the Series 2018 Bonds.

#### Section 3.03 Date of Issue; Interest Rates; Maturity; Redemption

The Date of Issue of the Series 2018 Bonds shall be the date of delivery thereof, or such other date as designated by the Authorized Officer. The Series 2018 Bonds shall have such principal amounts and shall bear interest at such rates and shall mature as a Term Bond with such mandatory sinking fund installments as are set forth in a schedule approved by the Authorized Officer prior to or simultaneously with the issuance of the Series 2018 Bonds, provided that the final maturity of the Series 2018 Bonds shall not extend beyond 30 years from the Date of Issue.

Interest on the Series 2018 Bonds shall be payable on such dates as determined by the Authorized Officer. The Record Dates for the payment of interest on the Series 2018 Bonds shall be the 15th day of the month prior to each Bond Payment Date.

The Series 2018 Bonds shall be subject to redemption prior to maturity, upon such terms and conditions, and at such prices, as may be established by an Authorized Officer prior to or simultaneously with the issuance of the Series 2018 Bonds.

#### Section 3.04 Authentication; Payment of Series 2018 Bonds

(a) The Series 2018 Bonds shall be authenticated on such date as they shall, in each case, be delivered. Each Series 2018 Bond shall bear interest from the Date of Issue if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of such Series 2018 Bond's authentication.

(b) The interest on the Series 2018 Bonds shall be paid by check or draft mailed from the office of the Trustee to the person in whose name the Series 2018 Bonds are registered at the close of business on the Record Date; provided, however, that any Holder of such Series 2018 Bond in the aggregate principal amount of \$1,000,000 or more may request (in writing, delivered to the paying agent), prior to the applicable Record Date, that interest payments be made by wire transfer to such Holder at an account maintained by a financial institution located in the continental United States specified in such request.

#### Section 3.05 Denomination and Numbering of the Series 2018 Bonds

The Series 2018 Bonds shall be issued in the denomination of \$5,000 or any multiple thereof, not exceeding the principal amount of the Series 2018 Bonds maturing in such year. Each Series 2018 Bond shall be numbered by the Trustee in such a fashion as to reflect the fact that it is one of the Series 2018 Bonds, and to identify the owner thereof on the books kept by the Registrar. The initial maturity of the Series 2018 Bonds shall be numbered R-1, and thereafter sequentially "R-" numbered for identification.

#### Section 3.06 Establishment of 2018 Interest Account and 2018 Principal Account

In accordance with Section 6.02 of the Bond Ordinance, the 2018 Interest Account and 2018 Principal Account are hereby directed to be established by the Trustee within the Bond Fund on the date of original delivery of the Series 2018 Bonds for the benefit of the Holders of the Series 2018 Bond. In the event that more than one Series of Bonds is issued pursuant to the terms of this 2018 Series Ordinance, additional Interest Accounts and Principal Accounts shall be established for each such Series.

#### Section 3.07 2018 Debt Service Reserve Fund

In accordance with Section 6.03 of the Bond Ordinance and the terms of this 2018 Series Ordinance, if an Authorized Officer determines that the 2018 Debt Service Reserve Fund is necessary and desirable, he shall direct the Trustee to establish such 2018 Debt Service Reserve Fund. If established, the 2018 Debt Service Reserve Fund shall be maintained by the Trustee in accordance with the provisions of the Bond Ordinance in an amount equal to the 2018 Reserve Requirement, as may be determined in accordance with Section 3.11 hereof. The 2018 Debt Service Reserve Fund, if established, may be funded by cash or another method permitted by Section 6.03(D) of the Bond Ordinance, such method of funding to be determined by an Authorized Officer.

#### Section 3.08 Appointment of Trustee, Paying Agent and Registrar

The Trustee is hereby appointed to act as Trustee, Paying Agent, and Registrar under the Bond Ordinance and this 2018 Series Ordinance. The Trustee shall signify its acceptance of the duties of Trustee, Paying Agent and Registrar upon delivery of the Series 2018 Bonds. The County shall pay to the Trustee from time to time reasonable compensation based on the then-standard fee schedule of such parties for all services rendered under the Bond Ordinance and this 2018 Series Ordinance, and also all reasonable expenses, charges, counsel fees, and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Bond Ordinance and this 2018 Series Ordinance.

The Series 2018 Bonds shall be presented for registration of transfers and exchanges, and notices and demands to or upon the Trustee and the County in respect of the Series 2018 Bonds may be served at the corporate trust office of the Trustee.

The Trustee shall be a member of the Federal Deposit Insurance Corporation (the "FDIC") and shall remain such a member throughout the period during which it shall act as Trustee, Paying Agent, and Registrar. The Trustee, in its capacity as Trustee, Paying Agent, and Registrar, shall accept its appointment by a written instrument embodying its agreement to remain a member of the FDIC. Unless the same be secured as trust funds in the manner provided by the applicable regulations of the Comptroller of the Currency of the United States of America, and unless otherwise provided for in the Bond Ordinance and in this 2018 Series Ordinance, all moneys in the custody of the Trustee in excess of the amount of such deposit insured by the FDIC, shall be secured by Government Obligations at least equal to the sum on deposit and not insured by the FDIC.

#### Section 3.09      Form of Series 2018 Bonds

The Series 2018 Bonds, together with the certificate of authentication, certificate of assignment and/or statement of insurance, if any, are to be in substantially the form attached hereto as Exhibit A with such necessary and appropriate variations, omissions and insertions as permitted or required upon advice of Bond Counsel and as determined by the Authorized Officer, or as otherwise authorized by the Bond Ordinance or this 2018 Series Ordinance. The execution of the Series 2018 Bonds shall constitute conclusive evidence of the approval of any changes to the form of any Series 2018 Bond.

### Section 3.10 Book-Entry System

Pursuant to Section 3.17 of the Bond Ordinance, the Series 2018 Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Series 2018 Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of a \$5,000 principal amount of the Series 2018 Bonds of the same maturity or any integral multiple of \$5,000, with each increment of \$5,000 being separately of a single maturity.

The Series 2018 Bonds shall be issued in fully registered form, one certificate for each of the maturities of the Series 2018 Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of, premium, if any, or interest on the Series 2018 Bonds becomes due, the Trustee, from available monies on deposit for such purposes under the provisions of the Bond Ordinance, shall transmit or cause the Paying Agent to transmit to DTC an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of DTC as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of DTC shall be considered to be the owner of the Series 2018 Bonds so registered for all purposes of this 2018 Series Ordinance, including, without limitation, payments as aforesaid and receipt of notices and exercise of rights of beneficial owners of Series 2018 Bonds.

The Trustee shall notify DTC of any notice of redemption required to be given pursuant to this 2018 Series Ordinance at least thirty (30) days prior to the date fixed for redemption.

DTC is expected to maintain records of the positions of participants in the Series 2018 Bonds, and the participants and persons acting through participants are expected to maintain records of the beneficial owners in the Series 2018 Bonds. The County makes no assurances that DTC and its participants will act in accordance with such rules or expectations on a timely basis, and the County shall have no responsibility for any such maintenance of records of transfer or payments by DTC to its participants, or by the participants or persons acting through participants to the beneficial owners.

If (a) DTC determines not to continue to act as securities depository for the Series 2018 Bonds, or (b) the County has advised DTC of the County's determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County of the Series 2018 Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor depository, Series 2018 Bonds of the same principal amount, interest rate and maturity.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in the best interest of the County not to continue the Book-Entry System of transfer or that the interest of the beneficial owners of the Series 2018 Bonds might be adversely affected if the Book-Entry System of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit them to make any such determination), and has made provision to so notify beneficial owners of the Series 2018 Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Series 2018 Bonds together with an assignment duly executed by DTC, the County shall execute physical certificates for, and cause to be authenticated and delivered pursuant to the instructions of DTC, the Series 2018 Bonds in fully registered form, in substantially the form set forth in this 2018 Series Ordinance, in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding any other provisions of the Bond Ordinance to the contrary, so long as any Series 2018 Bond is registered in the name of Cede & Co., all payments with respect to the principal of, premium, if any, and interest on such Series 2018 Bonds and all notices with respect to such Series 2018 Bonds shall



be made and given, respectively, to DTC, as provided in the letter of representations from the County to DTC.

In connection with any notice or other communication to be provided to the Holders by the County or the Trustee with respect to any consent or other action to be taken by the Holders, the County or the Trustee, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

#### Section 3.11      Delegations to Authorized Officer

The County Council hereby delegates to the Authorized Officer the authority: (a) to determine the aggregate principal amount of the Series 2018 Bonds to be issued, and the interest rates, maturities and redemptions provisions with respect thereto; (b) to determine the Date of Issue of the Series 2018 Bonds; (c) to determine the amount of the 2018 Reserve Requirement and the method of funding the 2018 Debt Service Reserve Fund, if any, including whether to purchase an instrument; (d) to determine whether to issue the Series 2018 Bonds in a single or in multiple Series; (e) to determine whether to borrow for capitalized interest; and (f) to make any such other decisions concerning the Series 2018 Bonds as may be necessary, appropriate or otherwise delegated herein.

The Authorized Officer is further directed to consult with the County's financial advisor and such other advisors as he determines to be appropriate in making any such decisions.

[End of Article III]

## ARTICLE IV

### EXECUTION; NO RECOURSE

#### Section 4.01 Execution of the Series 2018 Bonds

The Series 2018 Bonds shall be executed and authenticated in accordance with the applicable provisions of the Bond Ordinance.

#### Section 4.02 No Recourse on the Series 2018 Bonds

All covenants, stipulations, promises, agreements and obligations of the County contained in the Bond Ordinance or in this 2018 Series Ordinance shall be deemed to be the covenants, stipulation, promises, agreements and obligations of the County and not those of any officer or employee of the County in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series 2018 Bonds or for any claim based thereon or on the Bond Ordinance or on this 2018 Series Ordinance, either jointly or severally, against any officer or employee of the County or any person executing the Series 2018 Bonds.

[End of Article IV]

## ARTICLE V

### APPLICATION OF BOND PROCEEDS

#### Section 5.01 Use and Disposition of Bond Proceeds

Upon the delivery of the Series 2018 Bond and receipt of the proceeds thereof, net of underwriter's discount or premium, such funds shall be disposed of as follows:

- (1) accrued interest, if any, shall be applied to the payment of the first installment of interest or principal, or both, to become due on the Series 2018 Bonds;
- (2) net premium, if any, shall be applied to the payment of the first installment of principal, to become due on the Series 2018 Bonds;
- (3) if an Authorized Officer determines to fund the 2018 Debt Service Reserve Fund, the sum or instrument equal to the 2018 Reserve Requirement, whether in cash or otherwise;
- (4) the sum necessary to redeem or defease any portion of the Refunded Bonds shall be disbursed either (a) to an escrow agent in an amount necessary to defease and redeem at the applicable redemption date for any Refunded Bonds not being redeemed on the date of delivery of the Series 2018 Bonds, or (b) to the respective Holders of each respective Refunded Bond to be redeemed on the date of delivery of the Series 2018 Bonds; and
- (5) all remaining funds, including funds borrowed for capitalized interest, shall be deposited with the Trustee in the 2018 Project Fund (the "2018 Project Fund") and used to defray the costs of the 2018 Project and the costs of issuance of the Series 2018 Bonds. Amounts representing the costs of issuance of the Series 2018 Bonds shall be kept in an account (the "2018 COI Account") within the 2018 Project Fund.

#### Section 5.02 Establishment of 2018 Project Fund and 2018 COI Account

There is hereby established, in accordance with Section 3.01(B)(16) of the Bond Ordinance, the 2018 Project Fund, and the 2018 COI Account within the 2018 Project Fund. There shall be paid into the 2018 Project Fund the sums prescribed by Section 5.01(5) hereof. The 2018 Project Fund shall be held and controlled by the Trustee, unless otherwise determined by an Authorized Officer at the closing of the Series 2018 Bonds. Withdrawals for the payment of costs of issuance from the 2018 COI Account shall be made upon written order of the County by an Authorized Officer. The County shall requisition funds, including any funds required for the reimbursement of costs previously incurred, from the 2018 Project Fund upon written request to the Trustee, or such other custodian of such fund as determined by an Authorized Officer. The Trustee shall be fully protected in releasing moneys from the 2018 Project Fund and the 2018 COI Account based upon such written orders of the County.

Subject to Section 12.16 of the Bond Ordinance, moneys in the 2018 Project Fund shall be invested and reinvested at the written direction of the County in Authorized Investments. Upon written notification from the County by any Authorized Officer that the payment of all costs of issuance for the Series 2018 Bonds have been paid, the remaining sums therein shall be transferred by the Trustee and applied to the 2018 Principal Account or 2018 Interest Account. If there are any funds remaining in the 2018 Project Fund upon completion of the 2018 Project, such funds shall be transferred to the 2018 Principal Account or 2018 Interest Account and used to pay principal of and interest on the Series 2018 Bond as the same come due.

[End of Article V]



ARTICLE VI  
SALE OF BONDS

Section 6.01      Sale of Bonds

The Series 2018 Bonds may be sold on a competitive as set forth at Section 6.02 hereof, or on a negotiated basis as set forth at Section 6.03 hereof, as determined by an Authorized Officer.

Section 6.02      Competitive Sale

The Series 2018 Bonds may be sold at a date and time certain after public notice thereof. Bids may be received at such time and date and in such manner as determined by an Authorized Officer. Unless all bids are rejected, the award of the Series 2018 Bonds may be made by an Authorized Officer to the bidder offering the most advantageous terms to the County, with the basis of such award to be set forth in the official notice of sale used in connection with the sale of the Series 2018 Bonds (the "Official Notice of Sale"). In lieu of publishing the Official Notice of Sale in its entirety to notice the sale, an Authorized Officer may elect to publish an abbreviated form of such notice (the "Summary Notice of Sale") and provide the Official Notice of Sale to those parties who request the same pursuant to the instructions provided in the Summary Notice of Sale.

Not less than 7 days following the publication of either the Official Notice of Sale or Summary Notice of Sale in a newspaper of general circulation in the State, and/or, if deemed appropriate by an Authorized Officer, in a financial publication published in the City of New York, New York. Any Series of Series 2018 Bonds sold on a competitive sale basis may be sold pursuant to either of the following methods as determined by an Authorized Officer:

- (a) Competitive Direct Placement. The Series 2018 Bonds may be sold to an institution or institutions on a date certain after public notice as a means of making a commercial loan. In such case, the County Council authorizes an Authorized Officer to distribute the Official Notice of Sale to prospective purchasers of the Series 2018 Bonds and award the same on the basis of the terms and conditions contained therein. The Series 2018 Bonds shall be issued as a single Series, without CUSIP identification (unless otherwise agreed by the direct placement purchaser and an Authorized Officer on behalf of the County). The purchaser of the Series 2018 Bonds shall execute an investor letter to the County acknowledging its purchase of the Series 2018 Bonds as a means of making a commercial loan.
- (b) Competitive Public Offering. The Series 2018 Bonds may be sold in the public capital markets to an underwriter for the purpose of reselling such Bonds. In such case, the County Council hereby authorizes an Authorized Officer to prepare, or cause to be prepared, a Preliminary Official Statement and distribute the Preliminary Official Statement and the Official Notice of Sale to prospective purchasers of the Series 2018 Bonds. The County Council authorizes an Authorized Officer to designate the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission. Such Authorized Officer is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bond so that it may be provided to the purchaser.

## Section 6.03 Negotiated Sale

Any Series 2018 Bonds sold on a negotiated basis may be sold pursuant to either of the following methods as determined by an Authorized Officer.

- (a) Negotiated Direct Placement. The Series 2018 Bonds may be sold to an institution or institutions as a means of making a commercial loan pursuant to negotiation after the solicitation of financing proposals. In such case, the County Council authorizes an Authorized Officer to distribute the Official Notice of Sale to prospective purchasers of the Series 2018 Bonds and award the Series 2018 Bonds on the basis of the terms and conditions contained therein. Such Series 2018 Bonds shall be issued as a single Series, without CUSIP identification (unless otherwise agreed by the direct placement purchaser and an Authorized Officer on behalf of the County). The purchaser of such Series 2018 Bonds shall execute an investor letter to the County acknowledging its purchase of the Series 2018 Bonds as a means of making a commercial loan.
- (b) Negotiated Public Offering. The Series 2018 Bonds may be sold to an underwriter pursuant to the terms of a bond purchase agreement for resale in the public capital markets. The underwriter shall be selected after soliciting proposals for the same and the bond purchase agreement shall be executed by an Authorized Officer upon advice of Bond Counsel and the County's municipal financial advisor. The execution of the bond purchase agreement by such Authorized Officer shall constitute conclusive evidence of his or her approval thereof. In such case, the County Council hereby authorizes an Authorized Officer to prepare, or cause to be prepared, a Preliminary Official Statement and authorize the distribution of the Preliminary Official Statement by the underwriter. The County Council authorizes an Authorized Officer to designate the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission. Such Authorized Officer is further authorized to see to the completion of the final form of the Official Statement upon the sale of such Series 2018 Bonds so that it may be provided to the underwriter.

[End of Article VI]



## ARTICLE VII

### COMPLIANCE WITH REQUIREMENTS OF THE CODE

#### Section 7.01 General Covenant

The County hereby represents and covenants that it will comply with all requirements of the Code, and that it will not take any action which will, or fail to take any action (including, without limitation, filing the required information report with the Internal Revenue Service) which failure will, cause interest on the Series 2018 Bonds to become includable in the gross income of the Holders thereof for federal income tax purposes. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property financed or refinanced with the net proceeds of the Series 2018 Bonds will be owned by the County for federal income tax purposes.

(b) The County shall not permit the proceeds of the Series 2018 Bonds or any property financed or refinanced with the proceeds of the Series 2018 Bonds to be used such that (i) five percent (5%) or more of such proceeds are considered as having been used in a Private Business Use; or (ii) an amount greater than the lesser of five percent (5%) of such proceeds or \$5,000,000 are considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(c) The County is not a party to and will not enter into or permit any other party to enter into, any contracts with any entity involving the management of any property provided with the proceeds of the Series 2018 Bonds that do not conform to the guidelines set forth in Revenue Procedure 2017-13, or a successor revenue procedure, Code provision or Federal Income Tax Regulation.

(d) The County will not sell or lease or permit any other party to sell or lease, any property financed or refinanced with the proceeds of the Series 2018 Bonds to any person unless it obtains the opinion of nationally recognized bond counsel that such lease, sale or other disposition will not adversely affect the tax exemption of the Series 2018 Bonds.

(e) The Series 2018 Bonds will not be “federally guaranteed” within the meaning of Section 149(b) of the Code. The County shall not enter into any leases or sales or service contracts with any federal government agency unless it obtains the opinion of nationally recognized bond counsel that such action will not adversely affect the tax exemption of the Series 2018 Bonds.

#### Section 7.02 Arbitrage Covenant; Authorization to Execute Tax Certificate

(a) The County hereby covenants that no use of the proceeds of the Series 2018 Bonds will be made which, if such use had been reasonably expected on the date of issue of the Series 2018 Bonds, would have caused the Series 2018 Bonds to be an issue of “arbitrage bonds,” as defined in the Code, and that it will comply with the requirements of Section 148 of the Code and Regulations with respect to the Series 2018 Bonds.

(b) In order to comply with the requirements of paragraph (a) of this Section, the County further agrees to compute and pay arbitrage rebate required under Section 148(f) of the Code.

(c) Supplemental to the covenants of Section 7.01 hereof and in no way in limitation thereof, the Authorized Officer of the County is hereby authorized and directed to execute, at or prior to delivery of

the Series 2018 Bonds, a certificate or certificates specifying actions taken or to be taken by the County, and the reasonable expectations of such officials, with respect to the Series 2018 Bonds.

[End of Article VII]

## ARTICLE VIII

### CONTINUING DISCLOSURE

#### Section 8.01 State Law Continuing Disclosure

The County covenants to comply with the requirements of Section 11-1-85 of the South Carolina Code, by filing with a central repository for availability in the secondary bond market, when requested:

- (i) An annual independent audit, within thirty (30) days of the County's receipt of the audit; and
- (ii) Event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Pledged Revenues or the County's tax base.

The County specifically reserves the right to amend the above covenant in order to reflect any applicable change in law, including without limitation said Section 11-1-85, without the consent of the Trustee or the Holders of any Series 2018 Bonds.

#### Section 8.02 Rule 15c2-12 Undertaking

An Authorized Officer is hereby authorized to execute and deliver on behalf of the County a continuing disclosure undertaking in a form traditionally used in connection with municipal bond offerings to satisfy the requirements of Rule 15c2-12 or as otherwise determined necessary or desirable by the Authorized Officer to provide information regarding the County on an annual basis while any Series 2018 Bonds are Outstanding. The County hereby covenants and agrees to comply with and carry out its obligations pursuant to said undertaking, if any.

#### Section 8.03 Remedy

The only remedy for failure by the County to comply with the covenants set forth in Sections 8.01 or 8.02 hereof shall be an action for specific performance of such covenants; and failure to comply with such covenants shall not constitute a default or an "Event of Default" under the Bond Ordinance or this 2018 Series Ordinance. The Trustee shall have no responsibility to monitor the County's compliance with such covenants. However, any Holder of the Series 2018 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Article.

## ARTICLE IX

### BORROWING IN ANTICIPATION OF BONDS

#### Section 9.01 Generally

Pursuant to the BAN Act, there may be issued from time to time, at the discretion of an Authorized Officer, bond anticipation notes ("BANs") in aggregate principal amount not exceeding \$28,750,000 in anticipation of the issuance of the Series 2018 Bonds. If BANs are issued and if, upon the maturity thereof an Authorized Officer should determine that it would be in the best interest of the County to renew or refund the BANs, they are authorized to renew or refund the BANs from time to time until an Authorized Officer determines to issue the Series 2018 Bonds, and the Series 2018 Bonds are issued. The form of the BAN shall be approved by an Authorized Officer.

Without limiting the generality or specifics of any other provision in this 2018 Series Ordinance, the term "Series 2018 Bonds" as used in Articles V, VII, and IX shall include BANs.

#### Section 9.02 Terms of BANs

The BANs shall be dated and bear interest from its date of issuance or from such other date or dates as may be agreed to by the County and the purchaser thereof, payable upon the stated maturity thereof and shall mature on such dates as determined by an Authorized Officer, provided that no BAN shall mature on a date which is later than one year following the issuance thereof. Interest on the BANs shall be calculated on the basis of a 360-day year of twelve 30-day months. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Paying Agent. The BAN may be issued as a draw-down obligation with interest beginning to accrue thereunder as amounts are advanced from the purchaser. The BANs may be issued in denominations of \$1,000 and integral multiples thereof. The BANs shall be executed and sealed in the name and on behalf of the County in the same manner as the Series 2018 Bond. BANs bearing the manual or facsimile signature of an Authorized Officer at the time such BANs were so executed shall bind the County notwithstanding the fact that he may have ceased to be such Authorized Officer prior to the authentication and delivery of such BANs or was not such Authorized Officer at the date of the authentication and delivery of the BANs.

#### Section 9.03 Paying Agent and Registrar for BANs; Place and Time of Payment

The County or the Trustee, in the discretion of an Authorized Officer, shall serve as Paying Agent for the BAN, and the payments shall be made by the Paying Agent to the Person appearing on each Record Date on the registration books of the County, which books shall be held by Registrar, as the registered owner thereof, by check or draft mailed from the Paying Agent to such registered owner at his or her address as it appears on such registration books in sufficient time to reach such registered owner on the payment dates. Payment of the final payment on the BAN shall be made when the same is due and payable upon the presentation and surrender for cancellation of the BAN at the administrative office of the Paying Agent, or upon such other condition or indicia of satisfaction as may be mutually agreed-upon by the County and the purchaser of the BAN.

#### Section 9.04 Sale of BANs

The BANs may be sold at public or private sale, pursuant to competitive or negotiated methods of sale. Bids therefor shall be received until such time and date to be selected by an Authorized Officer. Notice of sale of the BANs shall be given in a manner determined by an Authorized Officer. Upon receipt of bids for the BANs, if any, an Authorized Officer shall, and is hereby authorized to, award the BANs to the bidder

offering the lowest interest cost therefor, the method of calculation of which shall be set forth in the notice of sale and determined at an Authorized Officer's discretion, without further action on the part of the County if an Authorized Officer shall determine that it is in the interest of the County to make such award.

#### Section 9.05 Form and Execution of BANs

The BANs shall be issued in physical form registered the name of the Holder with such terms and conditions, not inconsistent with this 2018 Series Ordinance, as shall be determined by an Authorized Officer. No BAN shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such BAN a certificate of authentication duly executed by the manual signature of the Registrar and such certificate of authentication upon any BAN executed on behalf of the County shall be conclusive evidence that the BAN so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this 2018 Series Ordinance.

#### Section 9.06 Exchange and Transfer of BANs

Conditions as to ownership, exchange, transfer, replacement and payment of BANs shall be as provided for the Series 2018 Bonds herein, except as expressly provided in this 2018 Series Ordinance to the contrary.

#### Section 9.07 Optional Redemption of BANs

The BANs may, at the discretion of an Authorized Officer, be subject to redemption prior to their stated maturity, on such terms and conditions as an Authorized Officer may prescribe, except that the maximum premium to be paid for prior redemption shall not exceed one half of one per centum (1/2%).

#### Section 9.08 Security for BANs

For the payment of the principal of and interest on the BANs as the same shall fall due, the BANs shall be secured in the same manner as the Series 2018 Bonds. In addition thereto, so much of the principal proceeds of the Series 2018 Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and pledges to effect the issuance of the Series 2018 Bonds or, in the alternative, to refund or renew Outstanding BANs in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto. Pursuant to Section 11-17-30 of the South Carolina Code, nothing shall prevent the County in its discretion from appropriating other legally available funds to the payment of the principal of and interest on the BAN, consistent with the foregoing.

#### Section 9.09 Application of BAN Proceeds

Proceeds from the sale of the BANs shall be applied in the manner as provided herein for the Series 2018 Bonds.

#### Section 9.10 Tax Exemption for BANs

Both the principal of and interest on the BANs shall be exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate or other transfer taxes, and certain fees or franchise taxes.

[End of Article IX]

## ARTICLE X

### MISCELLANEOUS

#### Section 10.01 Severability

If any one or more of the covenants or agreements provided in this 2018 Series Ordinance on the part of the County or any fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this 2018 Series Ordinance.

#### Section 10.02 Additional Documents

The County Council authorizes the Authorized Officers, jointly or severally, to execute and sign all other documents, instruments, and certifications necessary or desirable to effect the purchase, sale, and delivery of the Series 2018 Bonds.

#### Section 10.03 Table of Contents and Section Headings Not Controlling

The Table of Contents and the headings of the several articles and sections of this 2018 Series Ordinance have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this 2018 Series Ordinance.

[End of Article X]



DONE IN MEETING DULY ASSEMBLED, this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

**ATTEST:**

**ANDERSON COUNTY, SOUTH CAROLINA**

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey Croegaert  
Clerk to Anderson County Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

First Reading: September 18, 2018

Second Reading:

Third Reading:

Public Hearing:

## (FORM OF BOND)

UNITED STATES OF AMERICA  
 STATE OF SOUTH CAROLINA  
 ANDERSON COUNTY  
 SPECIAL SOURCE REVENUE BONDS  
 SERIES 2018

No. R-1

\$\_\_\_\_\_

Interest Rate

Maturity Date

Dated Date

CUSIP

Registered Holder: CEDE &amp; CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that Anderson County, South Carolina (the "County"), acknowledges itself justly indebted and, for value received, hereby promises to pay to the Registered Holder named above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, upon presentation and surrender of this Series 2018 Bond (this "Bond" or "Series 2018 Bond") at the principal office of \_\_\_\_\_ (the "Registrar and Paying Agent"), and to pay interest on such principal sum at the interest rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the County's obligation with respect to the payment of such principal sum shall be discharged.

This Bond bears interest from the \_\_\_\_ 1 or the \_\_\_\_ 1 to which interest has been paid next preceding the authentication date hereof, unless the authentication date hereof is \_\_\_\_ 1 or the \_\_\_\_ 1, in which event this Bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided, that if the authentication date hereof precedes \_\_\_\_\_1, 201\_, or if the County shall fail to pay interest on \_\_\_\_\_ 1, 201\_, then this Bond will bear interest from \_\_\_\_\_, 201\_. Interest on this Bond is payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year commencing \_\_\_\_\_, until this Bond matures.

Interest hereon shall be payable by check or draft mailed to the person in whose name this Bond is registered on the Registry Books maintained by the Registrar and Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond is one of an issue of Bonds (the "Bonds") of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$\_\_\_\_\_, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended; a bond ordinance enacted by the County Council of the County on \_\_\_\_\_, 2018; and

series ordinance duly enacted by the County Council of the County, on \_\_\_\_\_, 2018 (together, the “Ordinance”).

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file at the Corporate Trust Office of the Trustee and in the offices of the Clerk of Court for Anderson County, South Carolina.

The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County, and the Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this Bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this Bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Ordinance and the Securities Depository.

[INSERT REDEMPTION PROVISIONS]

[If any of the Series 2018 Bonds, or portions thereof, are called for redemption, the Trustee will give notice to the Holder of this Bond in the name of the County, of the redemption of such Series 2018 Bonds, or portions thereof. Notice and redemption conditions shall otherwise comply with Section 3.13 of the Bond Ordinance.]

The Series 2018 Bonds are issued pursuant to and in accordance with the Constitution and statutes of the State of South Carolina (the “State”) including particularly Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “South Carolina Code”), and by an ordinance entitled, “A MASTER BOND ORDINANCE TO PROVIDE FOR THE ISSUANCE OF SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO,” enacted by the County Council of Anderson County (the “County Council”), the governing body of the County, on \_\_\_\_\_, 2018 (the “Bond Ordinance”), and a series ordinance entitled, “A SERIES ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING TWENTY EIGHT MILLION SEVEN-HUNDRED FIFTY THOUSAND DOLLARS (\$28,750,000); AND OTHER MATTERS RELATING THERETO” (the “2018 Series Ordinance”) duly enacted by the County Council on \_\_\_\_\_, 2018 (the Bond Ordinance and the 2018 Series Ordinance are hereinafter together referred to as the “Ordinances”).

The Series 2018 Bonds are being issued to: (1) defray all or a portion of the costs of planning, developing, acquiring, constructing, and equipping of sewer system repairs and improvements to include (i) new, repaired or replaced sewer system lines, pump stations, and treatment facilities, and related infrastructure, and (ii) the decommissioning of certain existing sewer system infrastructure ((i) and (ii), the "2018 Project"); (2) pay all or a portion of the interest coming due on the Series 2018 Bonds for a period not to exceed three years from their date of issuance; (3) pay the cost of the refunding of the Refunded Bonds (the "Refunding"); (4) fund, if necessary, a debt service reserve fund; and (5) pay the costs of issuance of the Series 2018 Bonds.

For the payment of the principal of and interest on this Series 2018 Bond issued pursuant to the Ordinances, there are hereby irrevocably pledged the Pledged Revenues. Such pledge securing this Series 2018 Bond shall have priority over all other pledges except those made to secure any Bonds (as defined hereinbelow) as may be currently outstanding or issued from time to time in the future.

This Series 2018 Bonds are payable solely from the pledged revenues derived from payments in lieu of taxes received and retained by the county under section 13 of article viii of the constitution of the state of south carolina, 1895, as amended; not secured by or in any way entitled to a pledge of the full faith, credit and taxing power of the County; not an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation but are payable solely from a special source that does not include revenues from any tax or licens;l and not a pecuniary liability of the issuer or a charge against the issuer's general credit or taxing powerR. The County is not obligated to pay this Series 2018 Bond, or the interest hereon, save and except from the pledged revenues.

The Bond Ordinance authorizes the issuance of additional bonds on a parity with the the Series 2018 Bond, and any outstanding parity bonds which, when issued in accordance with the provisions of the Bond Ordinance, will rank equally and be on a parity herewith and therewith (the "Additional Bonds" and together with this Series 2018 Bond, collectively the "Bonds").

The Ordinances contain provisions defining terms set forth the Pledged Revenues pledged for the payment of the principal of and interest on the Series 2018 Bonds and the Bonds of other series which may hereafter be issued on parity herewith under the Bond Ordinance set forth the nature extent and manner of enforcement of the security of this Bond and of such pledge and the rights and remedies of the Holder hereof with respect thereto set forth the terms and conditions upon which this Bond is issued and upon which other Bonds may be hereinafter issued payable as to principal premium if any and interest on parity with this Bond and equally and ratably secured herewith sets forth the rights duties and obligations of the County thereunder and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants agreements and other obligations of the County made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Ordinances to all of the provisions of which any Holder of this Bond by the acceptance hereof thereby assents. The provisions of the Enabling Act and the Ordinances shall be contract with the Holder of this Bond.

The Bond Ordinance provides that, in addition to other remedies, upon a default in payment of principal of or interest on any Bond, the Trustee may, and upon the written request of the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds Outstanding shall, declare all Bonds Outstanding immediately due and payable.

This Series 2018 Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

This Series 2018 Bond is transferable, as provided in the Bond Ordinance, only upon the registration books of the County kept for that purpose and maintained by the Registrar, by the holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Series 2018 Bond and an assignment with a written instrument of transfer satisfactory to the Trustee or any other Registrar, as the case may be, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Ordinances. Thereupon a new Series 2018 Bond of the then outstanding principal amount, then current maturity schedule and interest rate shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The County, the Trustee and the Registrar may deem and treat the person in whose name this Series 2018 Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of the Series 2018 Bonds, the County or the Trustee or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Series 2018 Bond, exist, have been performed and have happened, that the amount of this Series 2018 Bond, together with all other indebtedness of the County, does not exceed any limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA, has caused this Series 2018 Bond to be signed by the signature of the Chairman of the County Council of the County, its corporate seal to be reproduced hereon and the same to be attested by the signature of the Clerk to County Council.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: \_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

Attest:

\_\_\_\_\_  
Lacey Croegaert  
Clerk to Anderson County Council

CERTIFICATE OF AUTHENTICATION

This Series 2018 Bond is the Series 2018 Bond described in the within mentioned Ordinances.

\_\_\_\_\_, as Registrar

By: \_\_\_\_\_  
Authorized Officer

Date: \_\_\_\_\_, 2018

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

---

(please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_  
(Signature Guaranty)

\_\_\_\_\_  
Authorized Individual or Officer

NOTICE: Signature(s) to the assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or any change whatever.

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program enlargement.



**ORDINANCE NO. 2018-045**

**AN ORDINANCE IMPOSING A PROHIBITION ON CERTAIN MOTOR VEHICLE TRAFFIC ON BALLARD ROAD  
(C-06-0041); AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the State of South Carolina (the "State") and certain of its political subdivisions have the authority, pursuant to Title 56, Chapter 5 of the South Carolina Code of Laws, 1976, as amended (the "State Code"), to regulate the use of State highways and roadways through the establishment of traffic regulations;

**WHEREAS**, Anderson County (the "County"), a body politic and corporate and political subdivision of the State of South Carolina, acting by and through its County Council (the "Council"), is responsible for the creation, management, upkeep, maintenance, and safety of all public roads in the County not designated as either State or Federal roadways or highways;

**WHEREAS**, the County, acting by and through its Council, is authorized by Section 56-5-4210 of the State Code to regulate or prohibit, in whole or in part, the operation of any specified class or size of motor vehicle on County maintained roads, whenever such regulation is necessary to provide for the public's safety;

**WHEREAS**, truck traffic has increased on Ballard Road, which is a local road not intended for heavy vehicle use of a constant nature, to the degree that truck traffic is endangering residents living in the area as well as the motorists who utilize the road located therein; and,

**WHEREAS**, the subject road is more particularly described as Ballard Road (C-06-0041), running from U.S. Highway 29 North to S.C. Highway 8, as set forth in **Exhibit A** attached hereto and made a part hereof (the "Road");

**WHEREAS**, the County has performed traffic count studies on the Road to represent daily traffic whose results are set forth in **Exhibit B** attached hereto and made a part hereof:

**WHEREAS**, County Council desires to restrict trucks and other large vehicles from using the Road by posting notice and enforcing prohibition against "through trucks in excess of six (6) wheels" on the Road.

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

1. Anderson County hereby imposes, and shall post notice of, a prohibition against "through trucks in excess of six (6) wheels," pursuant to Section 56-5-4210 of the State Code, on Ballard Road (C-06-0041).
2. Once the new prohibition has been imposed and posted, any single-unit or multi-unit truck or other motor vehicles, as defined in Section 56-3-20 of the State Code, in excess of six (6) wheels, shall be prohibited from traveling upon the Road except as set forth below in Paragraph 3 below.

3. This Ordinance shall not apply to federal, state, county, municipal and other public service maintenance and emergency vehicles and school buses, nor delivery by commercial vehicles serving local addresses.
4. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance, all of which is hereby deemed separable.
5. All ordinances, orders, resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.
6. This Ordinance shall become effective and be in full force and effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

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

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

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

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

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

First Reading: \_\_\_\_\_, 2018  
Second Reading: \_\_\_\_\_, 2018  
Public Hearing: \_\_\_\_\_, 2018  
Third Reading: \_\_\_\_\_, 2018

# Exhibit A

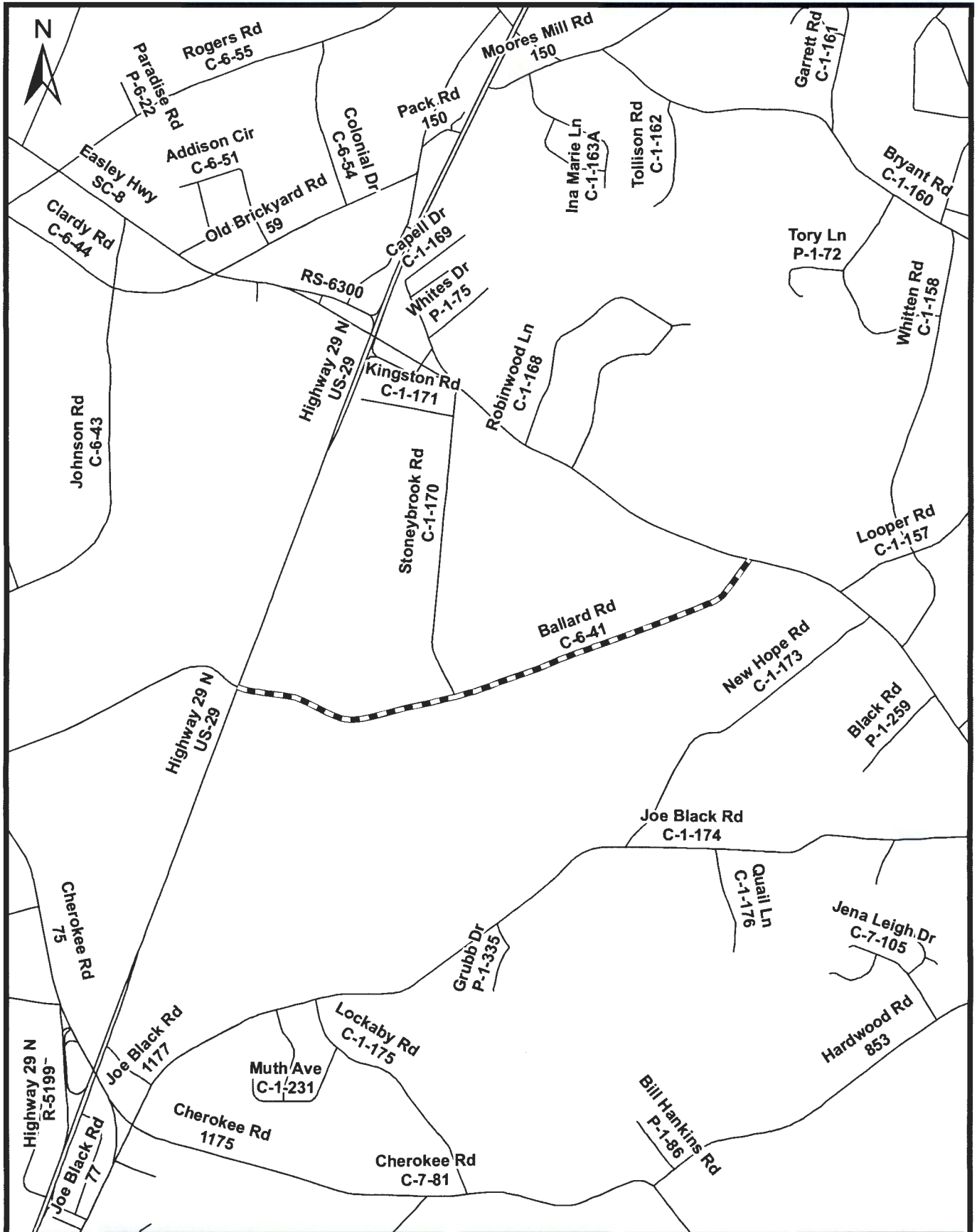


Exhibit B



# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** September 28, 2018

**TO:** Matt Hogan  
Roads & Bridges Manager

**FROM:** Thulasi Vinayagam  
Principal Engineer

**SUBJECT:** Ballard Road Truck Restriction Request

As requested, Roads & Bridges staff conducted a volume and vehicle classification count and examined the impact of restricting trucks on Ballard Road between US 29 and SC 8. Ballard Road is located in the outskirts of Williamston and Pelzer and serves between Midway Road, US 29 and SC 8. It is functionally classified as a minor collector. It has two 9 feet asphalt travel lanes and some, or no, grassed shoulders on the majority of the roadway.

The data collection was conducted between Wednesday, September 19th and Wednesday, September 26th, 2018. One counter was placed at 2300 feet East of US 29. Current average daily traffic volume is 327 vehicles/day. As shown in the table below, the count indicates that less than one percent (0.8%) of the traffic on Ballard Road is tractor trailers, with a total of 19 tractor trailers for the one week study period, which is approximately 2.7 tractor trailers per day.

TYPE OF VEHICLE*	PERCENT
Bikes	0.0%
Cars & Trailers	72.3%
2 Axle Long	20.6%
Buses	0.6%
2 Axle, Six Tires	4.7%
<5 Axle, Double	0.7%
5 Axle, Double	0.1%
Not Classified	0.0%
<b>TOTAL TRACTOR TRAILERS</b>	<b>0.8%</b>

\* See attached "Federal Highway Administration Scheme F" for definitions.

As shown in the attached maps, the alternate route for the trucks from US 29 and Ballard Road intersection would be US 29 North Ramp (R5301) to SC 8 South. This alternate route would add 0.6 miles to the trip. The alternate route for trucks from

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Tom Allen**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

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

**Gracie Floyd**  
Council District 2

**Ken Waters**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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



# MEMORANDUM

ANDERSON COUNTY DEPARTMENT NAME | PAGE 2

SC 8 and Ballard Road intersection would be US 29 North Ramp (R5300 and then RS 6300) to US 29. This alternate route would add 1.0 miles to the trip.

The function of collector roads is to draw traffic from local roads and bring it to major collectors or arterial routes. A minor collector road is expected to carry truck traffic in normal condition. In the case of Ballard Road, truck restrictions are recommended, considering the physical condition of the roadway. It has inadequate roadway width and inconstant shoulder widths, which makes Ballard Road incapable of handling truck traffic.

#### Attachments:

1. Volume Study report
2. Vehicle Classification Study report
3. Alternate Route Maps (East and West)
4. Vehicle Classification Definition

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Tom Allen**  
Council District 4

**Cindy Wilson**  
Council District 7

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Council District 6

**Lacey Croegaert**  
Clerk to Council

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





C-06-0041 Ballard Road Alternate Route - Eastbound



C-06-0041 Ballard Road Alternate Route - Westbound



## **ORDINANCE NO. 2018-046**

### **AN ORDINANCE TO PROVIDE APPROVAL FOR ANDERSON COUNTY TO QUIT CLAIM AN AREA OF 84 SQUARE FEET TO THE CURRENT OWNER OF LOT 1 OF BUCKWOOD SUBDIVISION IN ORDER THAT THE GARAGE LOCATED ON LOT 1 DOES NOT ENCROACH INTO THE RIGHT OF WAY OF OSWEGO ROAD; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, Anderson County, South Carolina (the "County"), acting 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; and,

**WHEREAS**, the County has a right of way for Oswego Road within Buckwood Subdivision located within the County; and,

**WHEREAS**, the garage located on Lot 1 of Oswego Road (TMS No. 014-02-01-019) and presently owned by J. Michael Popovich and Jordon J. Popovich encroaches into the right of way of Oswego Road; and,

**WHEREAS**, the County desires to remedy the encroachment by quit claim deed of 84 square feet to J. Michael Popovich and Jordon J. Popovich as shown on Exhibit A attached hereto; and,

**WHEREAS**, the County, because of the location of Oswego Road, will retain a sufficient amount of right of way to appropriately conduct any required maintenance of Oswego Road.

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

1. Anderson County Council hereby approves the grant of 84 square feet by quit claim deed to J. Michael Popovich and Jordan J. Popovich, the current owner of Lot 1 within Buckwood Subdivision (TMS No. 014-02-01-019) as shown on Exhibit A attached hereto and further directs the Anderson County Administrator to execute all documents related thereto on behalf of Anderson County.
2. All Orders and Ordinances in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
3. 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.

4. This Ordinance shall take effect and be in full force upon Third Reading and Enactment by Anderson County Council.

**ORDAINED** in meeting. Duly assembled, this \_\_\_\_ day of \_\_\_\_\_ 2018.

**ATTEST:  
COUNTY:**

**FOR                    ANDERSON**

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

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

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

**APPROVED AS TO FORM:**

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

First Reading: \_\_\_\_\_, 2018  
Second Reading: \_\_\_\_\_, 2018  
Public Hearing: \_\_\_\_\_, 2018  
Third Reading: \_\_\_\_\_, 2018

# Exhibit A

## Development Standards Approval

THIS IS NOT A SUBDIVISION AS DEFINED BY  
ANDERSON COUNTY SUBDIVISION REGULATIONS  
*Alan Battista* 10.3.2018  
SUBDIVISION ADMINISTRATION DATE

Lot 1-A is to be added to Lot 1

TMS# 14-02-01-017  
Lot 17 Buckwood  
Alan Battista  
DB 11173 Pg 270  
Slide 671 Pg 9-8

Lot 1  
0.741 Ac.

Lot 1-A  
84 Sq.Ft.

Oswego Road 40' R/W

US Government  
Hartwell Lake



Vicinity Map  
(NTS)

180024359 10/08/2018 10:41:45 AM  
FILED, RECORDED, INDEXED  
Bk: S2501 Ps: 00008 Pages:001  
Rec Fee: St Fee:  
Co Fee:  
REGISTER OF DEEDS, ANDERSON CO, SC  
Wendy Reffel



LINE	BEARING	DISTANCE
L1	S48°25'52"E	14.83'
L2	S41°34'08"W	10.00'

LINE	CHORD BEARING	CHORD	RADIUS
C1	N14°28'20"W	17.89'	50.00'



"I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

Earl B. O'Brien R.L.S. No.107555

### NOTES:

- 1) TMS# 14-02-01-019
- 2) Lot 1 Buckwood Subd.
- 3) Street Add: 238 Oswego Road
- 4) Reference Deed: DB 3084 Pg 181
- 5) Reference Plat: Slide 380 Pg 6-A
- 6) Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject property: easements, other than possible easements that were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts that an accurate and current title search may disclose.

Map #	Surveyed By	Drawn By	Checked By
11253	EBO, AE	EBO	EBO

THIS DRAWING AND THE DESIGN SHOWN THEREON ARE THE PROPERTY OF NU-SOUTH SURVEYING, INC. THE REPRODUCTION, COPYING OR USE OF THIS DRAWING WITHOUT WRITTEN CONSENT IS PROHIBITED AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.

### Legend

- (Old) (New)
- ○ 1/2" Rebar
  - □ Mag Nail
  - △ Computed Pt.

Nu-South  
Surveying Inc.  
117 E. Mauldin St.  
Anderson S.C. 29621  
(864) 224-2754

Survey and Certification for  
*Index* J. Michael Popovich  
and  
Jordan J. Popovich  
NON-Transferable

Revised Sept.25,2018: to Add Lot 1-A (Quit Claim Area)

Anderson County South Carolina  
Scale 1"= 40' Date: Sept.06,2018  
40 0 40 80



# 238 Oswego Rd, C-8-27



**ORDINANCE NO. 2018-047**

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

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

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

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

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

**DONE** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

**ATTEST:**

**ANDERSON COUNTY, SOUTH CAROLINA**

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

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

\_\_\_\_\_  
Lacey Croegaert, Clerk  
Anderson County Council

**APPROVED AS TO FORM:**

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

First Reading: \_\_\_\_\_, 20\_\_  
Second Reading: \_\_\_\_\_, 20\_\_  
Third Reading: \_\_\_\_\_, 20\_\_  
Public Hearing: \_\_\_\_\_, 20\_\_

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

GREENVILLE COUNTY PROPERTIES

[Project Fox property TMS # to be added]

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

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

Clerk, Anderson County Council

Dated: \_\_\_\_\_, 20\_\_



**ORDINANCE NO. 2018-048**

**AN ORDINANCE TO AMEND CHAPTER 70-9:2 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO PROVIDE COMPENSATION TO MEMBERS OF THE BOARD OF ZONING APPEALS; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, the Anderson County Board of Zoning Appeals is established in Chapter 70 Section 9:1 of the Anderson County Code of Ordinances;

WHEREAS, the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, authorizes compensation of Board of Zoning Appeals members at the discretion of the local governing body; and

WHEREAS, Anderson County Council wishes to amend Chapter 70-9:2 of the Anderson County Code of Ordinances, as set forth herein.

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

1. Chapter 70, Section 9:2 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

70-9:2 Membership and Compensation. The board shall be governed by the provisions applicable to the land use board of appeals as codified in Sec. 38-74 of the Anderson County Code of Ordinances. Board members shall be compensated in an amount as approved from time to time by county council.
2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
3. Should any part or provision 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.
5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

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

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

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

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

3<sup>rd</sup> Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

**ORDINANCE NO. 2018-049**

**AN ORDINANCE TO AMEND CHAPTER 38-311 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO CLARIFY THE DECISION-MAKING AND PUBLIC RECORD AND NOTIFICATION PROCESSES FOR PRELIMINARY SUBDIVISION PROPOSALS; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Resolution No. 2018-007 calls for the review of the Anderson County Code of Ordinances to streamline land development processes; and

WHEREAS, the Anderson County Code of Ordinances and the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, charges the Anderson County Planning Commission with oversight of the administration of subdivision regulations; and

WHEREAS, Anderson County Council wishes to amend Chapter 38-311 of the Anderson County Code of Ordinances, as provided herein.

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

1. Chapter 38, Section 38-311 (c) (1) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

If the planning commission votes to reject the plat, it shall make its grounds for such rejection known for the public record, and shall notify the subdivider of such rejection, including the grounds for rejection, in writing. The subdivider may then submit a corrected preliminary plat, which will be considered in the same manner as a newly submitted preliminary plat.

2. The Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section to be numbered Section 38-311(c)(3), which section reads as follows:

In addition to the standards set forth in this chapter and the recommendations of staff, the Planning Commission will also take into consideration the following criteria when making its decision to reject or approve a preliminary subdivision plat:

- i. public health, safety, convenience, prosperity, and the general welfare
- ii. balancing the interests of subdividers, homeowners, and the public
- iii. the effects of the proposed development on the local tax base
- iv. the ability of existing or planned infrastructure and transportation systems to serve the proposed development.

3. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
4. Should any part or provision 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.
5. 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.
6. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

**ORDAINED** in meeting with duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

\_\_\_\_\_  
Tommy Dunn, District #5, Chairman

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

3<sup>rd</sup> Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

**ORDINANCE NO. 2018-050**

**AN ORDINANCE TO AMEND CHAPTER 38-66 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO PROVIDE COMPENSATION TO PLANNING COMMISSIONERS; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, the Anderson County Planning Commission is established in Chapter 38 Section 66 of the Anderson County Code of Ordinances;

WHEREAS, the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, authorizes compensation of Planning Commissioners at the discretion of the local governing body; and

WHEREAS, Anderson County Council wishes to amend Chapter 38-66 of the Anderson County Code of Ordinances, as set forth herein.

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

1. The Code of Ordinances, Anderson, South Carolina, is hereby amended by adding a section to be numbered Section 38-66(d), which section reads as follows:  

38-66 (d) *Compensation*. The planning commission shall be compensated in an amount as approved from time to time by county council.
2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
3. Should any part or provision 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.
5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

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

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

\_\_\_\_\_  
Tommy Dunn, District #5, Chairman

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

3<sup>rd</sup> Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_





## FINANCE COMMITTEE AGENDA

### Committee Members:

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

**Monday October 15, 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 M. Cindy Wilson |
| 3. Transfers                           | Ms. Rita Davis            |
| 4. Bid # 19-021 Asphalt Paver          | Mr. Robert Carroll        |
| 5. Capital                             |                           |
| a. Shelving for HR                     | Ms. Rita Davis            |
| b. Samsung 82" Smart LED TV            | Mr. Rusty Burns           |
| 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

**ANDERSON COUNTY**  
SOUTH CAROLINA

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

**Gracie Floyd**  
Council District 2

**Ken Waters**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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

TRANSFERS FOR 06/30/2018

DEPARTMENT FROM ACCOUNT TO ACCOUNT	DESCRIPTION	FROM / TO AMOUNT	REASON FOR TRANSFER
<b>Council</b>			
001-5011-000-102	SALARIES - TEMP\PART TIME	(6,713.00)	
001-5011-000-103	SALARIES - OVERTIME	3,404.00	Comp payout to Clerk of Council that left employment
001-5011-000-499	CAPITAL PURCHASES	3,309.00	Scanner
<b>Administration</b>			
001-5013-000-103	SALARIES - OVERTIME	(2,470.00)	
001-5013-000-201	ADVERTISING	(1,970.00)	
001-5013-000-211	DUES AND SUBSCRIPTIONS	(1,242.00)	
001-5013-000-240	MEETING EXPENSE	(1,030.00)	
001-5013-000-269	SUPPLIES - OFFICE	(2,003.00)	
001-5013-000-236	MEALS	234.00	Meals during out of town travel
001-5013-000-279	TRAVEL	155.00	Travel for out of town meetings
001-5013-000-280	UNIFORMS AND CLOTHING	126.00	Uniform allowance for Security officer
001-5013-000-323	BUILDING DEMOLITION	8,200.00	Demolition of old Buildings
<b>Media</b>			
001-5013-001-211	DUES AND SUBSCRIPTIONS	(1,648.00)	
001-5013-001-271	SUPPLIES - PHOTO	(6,800.00)	
001-5013-001-304	PROFESSIONAL SERVICES	8,448.00	G Wilson and P Brown Videos
<b>Personnel</b>			
001-5014-000-236	MEALS	(1,000.00)	
001-5014-000-277	TRAINING FOR EMPLOYEES	(3,900.00)	
001-5014-000-347	PHOTOCOPY EQUIPMENT MAINT	(3,100.00)	
001-5015-000-130	ATTORNEY SOCIAL SECURITY	(2,426.00)	
001-5014-000-101	SALARIES - FULL TIME	8,510.00	Payout of retiree with 20+ years of service
001-5014-000-120	RETIREMENT - SC	1,301.00	Payout of retiree with 20+ years of service
001-5014-000-130	SOCIAL SECURITY	499.00	Payout of retiree with 20+ years of service
001-5014-000-135	MEDICARE	116.00	Payout of retiree with 20+ years of service
<b>Facilities</b>			
001-5021-000-212	ELECTRICITY AND GAS	(37,724.00)	
001-5021-000-103	SALARIES - OVERTIME	1,678.00	Seasonal mowing
001-5021-000-216	FUEL AND OIL	1,873.00	Budget was averaged at 2,084 mthly; actual was 2,240 mthly
001-5021-000-225	INSURANCE - BUILDING	21,932.00	Premium higher than budgeted projection
001-5021-000-226	INSURANCE - EQUIPMENT	2,941.00	Premium higher than budgeted projection
001-5021-000-228	INSURANCE - VEHICLES	2,034.00	Premium higher than budgeted projection
001-5021-000-251	REPAIRS TO EQUIPMENT	503.00	Belts, tires, blades for equipment used daily
001-5021-000-269	SUPPLIES - OFFICE	1,066.00	iPad and General office needs
001-5021-000-375	SERVICE CONTRACTS	5,697.00	Pressure washing, stump grinding, irrigation and etc.
<b>Economic Development</b>			
001-5031-000-308	CATERING	(7,560.00)	
001-5031-000-215	FOOD	7,413.00	Events for Industries and new prospects
001-5031-000-294	REGISTRATION FEES	147.00	Upstate Alliance & SC Economic Dev Association
<b>Auditor</b>			
001-5041-000-243	POSTAGE	(1,852.00)	
001-5041-000-102	SALARIES - TEMP\PART TIME	1,852.00	Part time needs for Powdersville office
<b>Treasurer</b>			
001-5042-000-203	BANK FEES AND CHARGES	(3,277.00)	
001-5042-000-102	SALARIES - TEMP\PART TIME	468.00	Part-time needs for Powdersville office
001-5042-000-243	POSTAGE	2,809.00	Tax notices
<b>Finance</b>			
001-5043-000-347	ADMINISTRATION PHOTOCOPY EQUIPMENT MAINT	(7,551.00)	
001-5043-000-103	SALARIES - OVERTIME	(2,100.00)	
001-5043-000-160	HEALTH INSURANCE	(5,600.00)	
001-5043-000-269	SUPPLIES - OFFICE	(1,100.00)	
001-5043-000-293	LODGING	(2,000.00)	
001-5043-000-101	SALARIES - FULL TIME	14,795.00	Payout for retiring accounting with 10+ years of service
001-5043-000-120	RETIREMENT - SC	2,746.00	Payout for retiring accounting with 10+ years of service
001-5043-000-130	SOCIAL SECURITY	657.00	Payout for retiring accounting with 10+ years of service
001-5043-000-135	MEDICARE	155.00	Payout for retiring accounting with 10+ years of service

TRANSFERS FOR 06/30/2018

DEPARTMENT FROM ACCOUNT TO ACCOUNT	DESCRIPTION	FROM / TO AMOUNT	REASON FOR TRANSFER
<b>Assessor</b>			
001-5044-000-216	FUEL AND OIL	(2,259.00)	
001-5044-000-103	SALARIES - OVERTIME	1,301.00	Re-Assessment and Checking legal residence
001-5044-000-293	LODGING	958.00	Training, and Conferences for GIS and Appraisers
<b>Probate Court</b>			
001-5053-000-269	SUPPLIES - OFFICE	(\$5.00)	
001-5053-000-243	Postage	5.00	Postage
<b>Museum</b>			
001-5064-000-204	BOOKS AND PUBLICATIONS	(21.00)	
001-5064-000-243	POSTAGE	(175.00)	
001-5064-000-269	SUPPLIES - OFFICE	(100.00)	
001-5064-000-215	FOOD	16.00	Meals for Volunteers
001-5064-000-245	PRINTING	280.00	Door and Window Graphics
<b>Parks and Recreation</b>			
001-5021-000-212	BUILDING MAINTENANCE - ELECTRICITY AND GAS	(12,465.00)	
001-5065-000-253	PARK MAINTENANCE	(1,900.00)	
001-5065-000-304	PROFESSIONAL SERVICES	(7,600.00)	
001-5065-000-102	SALARIES - TEMP/PART TIME	2,040.00	Part-time employee needed for more hours than projected
001-5065-000-103	SALARIES - OVERTIME	18,518.00	Saluda River Rally & P/O of employee that retired for medical reasons
001-5065-000-201	ADVERTISING	47.00	Saluda River, Farmer's Market advertising
001-5065-000-211	DUES AND SUBSCRIPTIONS	310.00	Insurance for Saluda River
001-5065-000-236	MEALS	255.00	Diamond Springs, Conferences, Bass Masters and etc.
001-5065-000-275	TELEPHONE	795.00	Data for iPads
<b>Special Populations</b>			
001-5066-001-243	POSTAGE	(104.00)	
001-5066-001-236	MEALS	104.00	Special Olympics, and out of town meetings
<b>Seniors</b>			
001-5066-002-201	ADVERTISING	(325.00)	
001-5066-002-236	MEALS	(57.00)	
001-5066-002-216	FUEL AND OIL	93.00	Fuel for Seniors van used around County
001-5066-002-257	RECREATIONAL EQUIPMENT	289.00	iPod and Speakers
<b>Development Standards</b>			
001-5069-000-201	ADVERTISING	(502.00)	
001-5069-000-216	FUEL AND OIL	11.00	Increase in gas prices
001-5069-000-236	MEALS	60.00	Meetings, and FEMA Conference
001-5069-000-245	PRINTING	38.00	Yard Signs
001-5069-000-275	TELEPHONE	144.00	Increase in Verizon
001-5069-000-279	TRAVEL	249.00	Conferences, SCAPA and FEMA
<b>Registration</b>			
001-5081-000-275	TELEPHONE	(256.00)	
001-5081-000-305	COMPUTER EQUIPMENT MAINTEN	256.00	Maintenance of Election equipment
<b>Purchasing</b>			
001-5091-000-236	MEALS	(19.00)	
001-5091-000-293	LODGING	19.00	Conferences
<b>Technology Services</b>			
001-5092-000-293	LODGING	(473.00)	
001-5092-000-269	SUPPLIES - OFFICE	(700.00)	
001-5092-000-277	TRAINING FOR EMPLOYEES	1,173.00	Training at Greenville Tech
<b>Animal Shelter</b>			
001-5111-000-284	SAFETY	(762.00)	
001-5111-000-285	WATER AND SEWER	(1,600.00)	
001-5111-000-102	SALARIES - TEMP/PART TIME	202.00	Increase need of part time employees
001-5111-000-212	ELECTRICITY AND GAS	2,160.00	May and June utilities
<b>Coroner</b>			
001-5131-000-277	TRAINING FOR EMPLOYEES	(3,664.00)	
001-5131-000-236	MEALS	136.00	Annual Conference
001-5131-000-271	SUPPLIES - PHOTO	358.00	Photos needed for the purpose of investigating
001-5131-000-275	TELEPHONE	897.00	One additional phone
001-5131-000-302	AUTOPSIES AND POST MORTEM	2,273.00	Pathology, body bags and etc.



TRANSFERS FOR 06/30/2018

DEPARTMENT	FROM ACCOUNT	TO ACCOUNT	DESCRIPTION	FROM / TO AMOUNT	REASON FOR TRANSFER
<b>Detention Center</b>					
	001-5141-000-101		SALARIES - FULL TIME	(54,000.00)	
	001-5141-000-209		COMPUTER SOFTWARE	(26,000.00)	
	001-5141-000-215		FOOD	(5,300.00)	
	001-5141-000-250		REPAIRS TO BUILDING	(37,218.00)	
	001-5141-000-102		SALARIES - TEMP/PART TIME	9,828.00	Additional need of Part-time for vacancies, sickness and vacations
	001-5141-000-103		SALARIES - OVERTIME	61,491.00	Additional need of Part-time for vacancies, sickness and vacations
	001-5141-000-211		DUES AND SUBSCRIPTIONS	308.00	American Jail Association
	001-5141-000-212		ELECTRICITY AND GAS	22,456.00	To pay May and June utilities
	001-5141-000-286		WATER AND SEWER	21,975.00	To pay May and June utilities
	001-5141-000-318		JUVENILE FACILITY FEE	6,460.00	Higher number of housed Juveniles
<b>Sheriff</b>					
	001-5161-000-118		INSURANCE RESERVE FUND	(20,100.00)	
	001-5161-000-205		AMMUNITION	(70,900.00)	
	001-5161-000-228		INSURANCE - VEHICLES	(45,100.00)	
	001-5161-000-250		REPAIRS TO BUILDING	(25,300.00)	
	001-5161-000-251		REPAIRS TO EQUIPMENT	(28,400.00)	
	001-5161-000-269		SUPPLIES - OFFICE	(25,300.00)	
	001-5161-000-275		TELEPHONE	(28,000.00)	
	001-5161-000-277		TRAINING FOR EMPLOYEES	(26,800.00)	
	001-5161-000-284		SAFETY	(28,200.00)	
	001-5161-000-293		LODGING	(12,250.00)	
	001-5161-000-304		PROFESSIONAL SERVICES	(12,050.00)	
	001-5161-000-305		COMPUTER EQUIPMENT MAINTEN	(9,689.00)	
	001-5161-000-102		SALARIES - TEMP/PART TIME	14,230.00	Additional need of Part-time for vacancies, sickness and vacations
	001-5161-000-103		SALARIES - OVERTIME	138,000.00	Over-time for vacancies, sickness and vacations & SRQs
	001-5161-000-121		RETIREMENT - POLICE	2,000.00	Fringes on additional OT
	001-5161-000-130		SOCIAL SECURITY	2,500.00	Fringes on additional OT
	001-5161-000-135		MEDICARE	2,000.00	Fringes on additional OT
	001-5161-000-150		WORKMEN'S COMPENSATION	30,865.00	Premium higher the budget projection
	001-5161-000-160		HEALTH INSURANCE	19,000.00	Changes in Insurance
	001-5161-000-212		ELECTRICITY AND GAS	14,025.00	To pay May and June utilities
	001-5161-000-216		FUEL AND OIL	41,366.00	Increase in gas prices
	001-5161-000-217		AWARDS AND RECOGNITIONS	392.00	Flowers and plaques for employees
	001-5161-000-280		UNIFORMS AND CLOTHING	67,711.00	Uniforms for personnel
<b>Environmental Enforcement</b>					
	001-5182-000-280		UNIFORMS AND CLOTHING	(109.00)	
	001-5182-000-275		TELEPHONE	109.00	Data Lines
<b>Emergency Services</b>					
	001-5212-000-243		POSTAGE	(82.00)	
	001-5212-000-251		REPAIRS TO EQUIPMENT	82.00	Replaced Rope and Fenders on boat
<b>Communications</b>					
	001-5213-000-250		REPAIRS TO BUILDING	(80.00)	
	001-5213-000-279		TRAVEL	(865.00)	
	001-5213-000-347		PHOTOCOPY EQUIPMENT MAINTEN	945.00	Increase in usage of copier; higher than projection
<b>Roads and Bridges</b>					
	001-5221-000-228		INSURANCE - VEHICLES	(5,396.00)	
	001-5221-000-216		FUEL AND OIL	4,411.00	Increase in gas prices
	001-5221-000-243		POSTAGE	7.00	To cover monthly mailings
	001-5221-000-275		TELEPHONE	928.00	New iPads that would support Cartegraph
	001-5221-000-284		SAFETY	50.00	Shoes, Safety Glasses, Vests and etc.
<b>Transportation Division</b>					
	001-5225-000-209		COMPUTER SOFTWARE	(288.00)	
	001-5225-000-216		FUEL AND OIL	288.00	Increase in gas prices
<b>Fleet Services</b>					
	001-5226-000-130		SOCIAL SECURITY	(1,319.00)	
	001-5226-000-211		DUES AND SUBSCRIPTIONS	(139.00)	
	001-5226-000-103		SALARIES - OVERTIME	1,319.00	Additional need of Over-time for vacancies, sickness and vacations
	001-5226-000-216		FUEL AND OIL	119.00	Increase in gas prices
	001-5226-000-286		WATER AND SEWER	20.00	Budget was averaged at 157. mthly; actual was 316 mthly

**TRANSFERS FOR 06/30/2018**

DEPARTMENT FROM ACCOUNT TO ACCOUNT	DESCRIPTION	FROM / TO AMOUNT	REASON FOR TRANSFER
<b>DSS</b>			
001-5302-000-212	ELECTRICITY AND GAS	(341.00)	
001-5302-000-286	WATER AND SEWER	341.00	Budget was averaged at 555. mthly; actual was 583. mthly
<b>Veterans Affairs</b>			
001-5391-000-211	DUES AND SUBSCRIPTIONS	(700.00)	
001-5391-000-245	PRINTING	(900.00)	
001-5391-000-269	SUPPLIES - OFFICE	(1,050.00)	
001-5391-000-294	REGISTRATION FEES	(500.00)	
001-5391-000-347	PHOTOCOPY EQUIPMENT MAINTENANCE	(262.00)	
001-5391-000-279	TRAVEL	845.00	SCDVA Conference
001-5391-000-293	LODGING	2,567.00	SCDVA Conference
<b>Building Codes</b>			
001-5411-000-243	POSTAGE	(659.00)	
001-5411-000-245	PRINTING	429.00	Mobile Home Decals
001-5411-000-347	PHOTOCOPY EQUIPMENT MAINTENANCE	230.00	To cover the remainder of June's invoice
<b>Employee Benefits</b>			
001-5831-000-115	COST OF LIVING\MERIT	(8,519.00)	
001-5831-000-140	UNEMPLOYMENT COMPENSATION	(3,150.00)	
001-5831-000-150	WORKMEN'S COMPENSATION	9,465.00	Premium higher than projected budget
001-5831-000-170	GASB 45 - ARC	2,204.00	New contract with TPA in May 2018
<b>Special Appropriations</b>			
001-5411-000-216	BUILDING CODES - FUEL AND OIL	(1,193.00)	
001-5851-000-058	LOW COST SPAY AND NEUTER	281.00	More animals
001-5851-000-095	INDIGENT HEALTH CARE	912.00	State Mandate
<b>Civic Center</b>			
001-5955-000-376	SERVICE CONTRACTS - HVAC	(8,100.00)	
001-5955-000-347	PHOTOCOPY EQUIPMENT MAINTENANCE	(1,650.00)	
001-5955-000-286	WATER AND SEWER	(2,120.00)	
001-5955-000-250	REPAIRS TO BUILDING	(4,500.00)	
001-5955-000-225	INSURANCE - BUILDING	(2,900.00)	
001-5955-001-212	SPORTS COMPLEX - ELECTRICITY AND GAS	(2,500.00)	
001-5955-001-216	SPORTS COMPLEX - FUEL AND OIL	(3,900.00)	
001-5955-001-251	SPORTS COMPLEX - REPAIRS TO EQUIPMENT	(4,600.00)	
001-5955-001-265	SPORTS COMPLEX - SUPPLIES - CLEANING	(3,800.00)	
001-5955-001-313	SPORTS COMPLEX - LANDSCAPING	(2,585.00)	
001-5955-000-102	SALARIES - TEMP\PART TIME	1,754.00	Additional need of Part-time for events
001-5955-000-103	SALARIES - OVERTIME	2,954.00	Additional need of employees to work events
001-5955-000-212	ELECTRICITY AND GAS	18,412.00	To cover utilities expense
001-5955-000-304	PROFESSIONAL SERVICES	13,535.00	Setting up and taking down risers, Cleaning during events & EPI
<b>Sports Complex</b>			
001-5955-001-102	SALARIES - TEMP\PART TIME	(176.00)	
001-5955-001-103	SALARIES - OVERTIME	176.00	Additional need of employees to work events
<b>Public Defender</b>			
114-5056-000-130	SOCIAL SECURITY	(515.00)	
114-5056-000-150	WORKMEN'S COMPENSATION	515.00	Premium higher than projected budget
<b>Airport</b>			
142-5775-000-247	RENT - EQUIPMENT	(13,000.00)	
142-5775-000-250	REPAIRS TO BUILDING	(15,000.00)	
142-5775-000-293	LODGING	(1,500.00)	
142-5775-000-211	DUES AND SUBSCRIPTIONS	360.00	Starting in December had monthly subscription fee for electronic gates
142-5775-000-219	JET FUEL	16,298.00	Purchased more loads of Jet Fuel
142-5775-000-226	INSURANCE - EQUIPMENT	1,580.00	Insurance on 2 new fuel trucks being leased
142-5775-000-252	REPAIRS	406.00	Aircraft Tug had to be repaired in preparation for Airshow.
142-5775-000-253	PARK MAINTENANCE\AIRFIELD	4,775.00	Rehab Project.
142-5775-000-304	PROFESSIONAL SERVICES	6,081.00	Industrial Storm Water Permit

# TRANSFERS FOR 06/30/2018

DEPARTMENT FROM ACCOUNT TO ACCOUNT	DESCRIPTION	FROM / TO AMOUNT	REASON FOR TRANSFER
<b>Airport - Mechanic</b>			
142-5775-001-232	INSURANCE - AVIATION	(3,585.00)	
142-5775-001-264	SUPPLIES - CHEMICALS	(194.00)	
142-5775-001-101	SALARIES - FULL TIME	1,784.00	new employee started working in the middle of the year
142-5775-001-211	DUES AND SUBSCRIPTIONS	127.00	Purchased new manual required to perform Aircraft Maintenance
142-5775-001-212	ELECTRICITY AND GAS	333.00	First full year with maintenance shop in new location
142-5775-001-275	TELEPHONE	20.00	To pay June invoice
142-5775-001-304	PROFESSIONAL SERVICES	1,515.00	Aircraft Maintenance leased gas canisters to support 2018 Airshow.
<b>Family Court - SR</b>			
150-5909-000-245	PRINTING	(1,970.00)	
150-5909-000-101	SALARIES - FULL TIME	1,725.00	To cover increases given in July to all employees
150-5909-000-120	RETIREMENT - SC	55.00	To cover increases given in July to all employees
150-5909-000-347	PHOTOCOPY EQUIPMENT MAINTENANCE	190.00	Increase in usage of copier; higher than projection
<b>Victims</b>			
156-5823-002-101	SALARIES - FULL TIME	(728.00)	
156-5823-002-103	SALARIES - OVERTIME	171.00	Overtime needed to work with Victims
156-5823-002-150	WORKMEN'S COMPENSATION	557.00	Premium higher than budgeted projection
<b>E-911</b>			
174-5063-000-115	COST OF LIVING\MERIT	(625.00)	
174-5063-000-101	SALARIES - FULL TIME	(19,450.00)	
174-5063-000-103	SALARIES - OVERTIME	(12,725.00)	
174-5063-000-160	HEALTH INSURANCE	(14,625.00)	
174-5063-000-209	COMPUTER SOFTWARE	(14,175.00)	
174-5063-000-212	ELECTRICITY AND GAS	(5,485.00)	
174-5063-000-275	TELEPHONE	(4,700.00)	
174-5063-000-277	TRAINING FOR EMPLOYEES	(12,975.00)	
174-5063-000-279	TRAVEL	(3,985.00)	
174-5063-000-304	PROFESSIONAL SERVICES	(35,050.00)	
174-5063-000-306	COMMUNICATION EQUIPMENT MAINTENANCE	(27,175.00)	
174-5063-000-307	COMMUNICATIONS	(14,025.00)	
174-5063-000-369	BELL SOUTH - E911 FEE	(41,225.00)	
174-5063-000-216	FUEL AND OIL	189.00	Increase in gas prices
174-5063-000-499	CAPITAL PURCHASES	206,031.00	Upgrade to E911 System & PCs for Dispatch consoles
<b>EMS</b>			
193-5972-000-304	PROFESSIONAL SERVICES	(141,672.00)	
193-5972-000-101	SALARIES - FULL TIME	5,172.00	Payout for EMS Director
193-5972-000-310	EMERGENCY MEDICAL SERVICES	136,500.00	2 ambulances to replace QRVs at Ebenezer & Williford approved by CC - Medshore.
<b>WWTP</b>			
410-5612-641-277	TRAINING FOR EMPLOYEES	(7,454.00)	
410-5612-641-216	FUEL AND OIL	2,506.00	Increase in gas prices
410-5612-641-383	COLLECTION FEE - BROADWAY	700.00	Contractual amount increase plus we added additional customers
410-5612-641-384	COLLECTION FEE - SCAC	537.00	Increased collections by SCAC
410-5612-641-386	COLLECTION FEE - POWDERSVILLE	3,711.00	Contractual amount increase plus we added additional customers
<b>Solid Waste</b>			
420-5954-000-120	RETIREMENT - SC	(13,349.00)	
420-5954-000-244	SUPPLIES - STONE	(12,390.00)	
420-5954-000-101	SALARIES - FULL TIME	10,690.00	To cover increases given in July to all employees
420-5954-000-103	SALARIES - OVERTIME	237.00	Overtime needed due to vacancies, sickness and vacations
420-5954-000-121	RETIREMENT - POLICE	261.00	One employee on Police Retirement
420-5954-000-130	SOCIAL SECURITY	2,161.00	To cover fringes on OT
420-5954-000-212	ELECTRICITY AND GAS	1,605.00	To cover June utilities
420-5954-000-275	TELEPHONE	2,612.00	iPads
420-5954-000-286	WATER AND SEWER	919.00	To cover June utilities
420-5954-000-360	RECYCLING	7,254.00	Excessive amount of Tires



**DEPARTMENTAL TRANSFERS**

**For Budget Year 2018 - 2019**

<b>Mark APPROVED</b>		<b>DEPARTMENT NAME</b>	<b>FROM: ACCOUNT NAME ACCOUNT NUMBER</b>	<b>TO: ACCOUNT NAME ACCOUNT NUMBER</b>	<b>AMOUNT</b>	<b>REASON</b>
<b>Finance Meeting of:</b>		<b>10/15/2018</b>				
<b>Council Meeting:</b>		<b>10/16/2018</b>				
<hr/>	1	Between Department Contingency to Building Codes	Contingency 001-5853-000-010	Building Codes - Demolition 001-5411-000-323	6,000.00	Low bid was higher than projected budget
<hr/>	2	Roads and Bridges / Infrastructure	Cox Road 176-5914-002-401	Shiloh Church Road West 176-5914-075-401	150,000.00	No money budgeted for Shiloh and became an urgent matter
	3	District Paving	District 1 Paving 001-5828-1-261	Paving 001-5828-000-261	116,889.19	Consolidation paving accounts to maximize paving funds and capabilities to solicit the most competitive bid
	4	District Paving	District 2 Paving 001-5828-002-261	Paving 001-5828-000-261	136,090.00	Consolidation paving accounts to maximize paving funds and capabilities to solicit the most competitive bid
	5	District Paving	District 3 Paving 001-5828-003-261	Paving 001-5828-000-261	79,558.54	Consolidation paving accounts to maximize paving funds and capabilities to solicit the most competitive bid
	6	District Paving	District 4 Paving 001-5828-004-261	Paving 001-5828-000-261	108,388.00	Consolidation paving accounts to maximize paving funds and capabilities to solicit the most competitive bid
	7	District Paving	District 5 Paving 001-5828-005-261	Paving 001-5828-000-261	195,148.00	Consolidation paving accounts to maximize paving funds and capabilities to solicit the most competitive bid
	8	District Paving	District 6 Paving 001-5828-006-261	Paving 001-5828-000-261	109,570.00	Consolidation paving accounts to maximize paving funds and capabilities to solicit the most competitive bid
	9	District Paving	District 7 Paving 001-5828-007-261	Paving 001-5828-000-261	24,196.31	Consolidation paving accounts to maximize paving funds and capabilities to solicit the most competitive bid
	10	Communications	Salaries 001-5213-000-101	Overtime 001-5213-000-103	50,000.00	Overtime needs for communications staff

DATE

Lacey Croegaert, Clerk to Council

## BUDGET TRANSFER

DIVISION: General Fund

DEPARTMENT: Between Departments / Contingency to Building Codes

FROM:		TO:	AMOUNT:
TITLE <u>Contingency</u>		TITLE <u>Bldg Codes - Demolition</u>	
ACCT.# <u>001-5853-000-010</u>		ACCT# <u>001-5411-000-323</u>	<u>6,000.00</u>
TITLE _____		TITLE _____	
ACCT.# _____		ACCT# _____	
TITLE _____		TITLE _____	
ACCT# _____		ACCT# _____	
TITLE _____		TITLE _____	
ACCT.# _____		ACCT# _____	
<b>Total</b>			<b>6,000.00</b>

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

REASON:

Low bid was higher than projected budget

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

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

DEPT. HEAD: _____	DATE: _____
DIVIS HEAD: _____	DATE: _____
FINANCE: _____	DATE: _____
ADMINISTRATOR: _____	DATE: _____
Journal Entry # _____	DATE: _____

## BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Roads & Bridges

FROM:		TO:	AMOUNT:
TITLE	Cox Road	TITLE	Shiloh Church Rd West
ACCT.#	176-5914-002-401	ACCT#	176-5914-075-401 150,000.00
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
		Total	150,000.00

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

**REASON:**

No money was approved for Shiloh Church Road West for FY 18-19. It became urgent and The Cox Road project was the best source from which to acquire the money.

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

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

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

## BUDGET TRANSFER

DIVISION: District Paving

DEPARTMENT: District Paving

FROM:	TO:	AMOUNT:
TITLE 001-5828-001-261 ACCT.# <u>District 1 Paving</u>	TITLE 001-5828-000-261 ACCT# <u>Paving</u>	<u>116,889.19</u>
TITLE 001-5828-002-261 ACCT.# <u>District 2 Paving</u>	TITLE 001-5828-000-261 ACCT# <u>Paving</u>	<u>138,090.00</u>
TITLE 001-5828-003-261 ACCT# <u>District 3 Paving</u>	TITLE 001-5828-000-261 ACCT# <u>Paving</u>	<u>79,558.54</u>
TITLE 001-5828-004-261 ACCT# <u>District 4 Paving</u>	TITLE 001-5828-000-261 ACCT# <u>Paving</u>	<u>108,388.00</u>
TITLE 001-5828-005-261 ACCT# <u>District 5 Paving</u>	TITLE 001-5828-000-261 ACCT# <u>Paving</u>	<u>186,148.00</u>
TITLE 001-5828-006-261 ACCT.# <u>District 6 Paving</u>	TITLE 001-5828-000-261 ACCT# <u>Paving</u>	<u>109,570.00</u>
TITLE 001-5828-007-261 ACCT.# <u>District 7 Paving</u>	TITLE 001-5828-000-261 ACCT# <u>Paving</u>	<u>24,196.31</u>
Total		770,840.04

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

REASON:

Transfer all available road paving money and consolidating into one account to maximize the paving funds  
and capabilities to solicit the most competitive bid.

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

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

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

# BUDGET TRANSFER

DIVISION: Sheriff's Office

09.28.18

DEPARTMENT: 5213 - Communications

FROM:

TO:

AMOUNT:

TITLE Salaries - Full Time  
ACCT.# 001-5213-000-101

TITLE Salaries - OT  
ACCT# 001-5213-000-103 \$ 50,000.00

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

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

50,000.00

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

## REASON:

Moving money to help cover OT costs for communications staff. Aggressive efforts have been  
made with scheduling to provide dispatchers a 1-hr break during their work day and cut OT costs.  
With current average, the projected OT for this year, will be about \$84,000 less the last fiscal year.  
Last year, with the scheduling changes that were made in the second half of the fiscal year, OT was  
about \$89,000 less than the previous year. This would be almost \$173,000 decrease within a two  
year period.

That being said, the \$50,000 that was budgeted this year (cut from \$150,000 last year) is not enough  
to cover the OT costs that still remain as a result of turnover and short staff.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

10-01-18

10-01-18

10-01-18

10-4-18

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

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

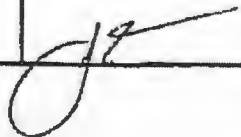


Account # 001-5213-000-103

	Fiscal Year 2018-2019		Fiscal Year 2017-2018		Fiscal Year 2016-2017		Fiscal Year 2015-2016		Fiscal Year 2014-2015	
Payroll	Payroll Date	Amount	Payroll Date	Amount	Payroll Date	Amount	Payroll Date	Amount	Payroll Date	Amount
Accrual	-	(3,159.65)	-	(9,547.12)	-	(10,314.78)	-	(12,632.67)	-	(10,885.27)
1	07/06/18	3,159.65	07/01/17	9,547.12	07/02/16	11,460.87	07/04/15	18,046.67	07/05/14	18,142.11
2	07/20/18	10,979.84	07/15/17	16,858.62	07/16/16	15,125.55	07/18/15	14,862.87	07/19/14	13,115.61
3	08/03/18	3,694.89	07/29/17	10,113.46	07/30/16	11,018.95	08/01/15	12,658.44	08/02/14	13,440.60
4	08/17/18	2,740.08	08/12/17	10,202.58	08/13/16	14,674.64	08/15/15	9,857.30	08/16/14	15,165.75
5	08/31/18	1,889.96	08/26/17	9,814.62	08/27/16	14,924.04	08/29/15	10,872.45	08/30/14	13,362.48
6	09/14/18	10,767.62	09/09/17	10,805.87	09/10/16	10,906.43	09/12/15	8,879.83	09/13/14	20,916.39
7	09/28/18	14,109.60	09/23/17	11,231.26	09/24/16	19,100.45	09/26/15	9,719.84	09/27/14	14,633.69
8	10/12/18	6,763.09	10/07/17	10,388.57	10/08/16	14,111.60	10/10/15	17,702.71	10/11/14	11,207.22
9	10/26/18	6,763.09	10/21/17	11,623.20	10/22/16	12,769.13	10/24/15	9,869.41	10/25/14	16,100.18
		<u>6,763.09</u>		<u>11,176.14</u>		<u>13,787.96</u>		<u>12,496.61</u>	AVG	<u>15,120.45</u>
10	11/09/18	6,763.09	11/04/17	10,085.09	11/05/16	12,007.21	11/07/15	9,442.82	11/08/14	21,250.92
11	11/23/18	6,763.09	11/18/17	18,056.42	11/19/16	12,166.88	11/21/15	9,565.42	11/22/14	23,133.34
12	12/07/18	6,763.09	12/02/17	23,424.69	12/03/16	12,199.08	12/05/15	8,967.22	12/06/14	30,789.69
13	12/21/18	6,763.09	12/16/17	10,893.74	12/17/16	14,834.10	12/19/15	9,549.30	12/20/14	14,159.99
14	01/04/19	6,763.09	12/30/17	30,029.30	12/31/16	10,319.09	01/02/16	9,225.97	01/03/15	44,918.27
		<u>6,763.09</u>		<u>13,791.04</u>		<u>13,258.43</u>		<u>11,372.88</u>	AVG	<u>19,309.73</u>
15	01/18/19	6,763.09	01/13/18	18,138.64	01/14/17	22,799.75	01/16/16	11,370.65	01/17/15	12,665.40
16	02/01/19	6,763.09	01/27/18	17,196.06	01/28/17	19,976.06	01/30/16	14,944.90	01/31/15	21,012.08
17	02/15/19	6,763.09	02/10/18	1,371.24	02/11/17	12,901.81	02/13/16	10,408.75	02/14/15	13,123.84
18	03/01/19	6,763.09	02/24/18	9,763.54	02/25/17	19,038.74	02/27/16	9,815.05	02/28/15	27,466.99
19	03/15/19	6,763.09	03/10/18	235.01	03/11/17	11,374.75	03/12/16	10,335.28	03/14/15	11,274.52
20	03/29/19	6,763.09	03/24/18	1,517.90	03/25/17	13,207.29	03/26/16	11,918.00	03/28/15	10,711.17
21	04/12/19	6,763.09	04/07/18	1,202.55	04/08/17	11,776.19	04/09/16	10,532.57	04/11/15	13,209.22
22	04/26/19	6,763.09	04/21/18	524.50	04/22/17	11,987.05	04/23/16	13,522.73	04/25/15	13,071.89
23	05/10/19	6,763.09	05/05/18	842.42	05/06/17	11,246.99	05/07/16	11,543.28	05/09/15	11,394.65
24	05/24/19	6,763.09	05/19/18	9,602.85	05/20/17	10,066.07	05/21/16	12,058.36	05/23/15	23,308.99
25	06/07/19	6,763.09	06/02/18	10,489.49	06/03/17	12,574.67	06/04/16	15,272.42	06/06/15	20,048.76
26	06/21/19	6,763.09	06/16/18	6,017.74	06/17/17	10,906.41	06/18/16	15,228.90	06/20/15	12,312.37
Accrual	Accrual	6,763.09	Accrual	3,159.65	Accrual	9,547.12	Accrual	10,314.78	-	12,632.67
		<u>179,443.79</u>		<u>263,589.01</u>		<u>352,706.14</u>		<u>303,853.25</u>	TOTAL	<u>461,683.52</u>
		<u>6,763.09</u>		<u>10,116.15</u>		<u>13,445.22</u>		<u>11,775.81</u>	AVG	<u>17,689.85</u>
Inc/(Dec) from previous year		(84,145.22)		(89,117.13)		48,852.89		(157,830.27)		
% Inc/Dec from previous year		-31.92%		-25.27%		16.08%		-34.19%		

# Anderson County Purchasing Department Bid Tabulation

BID# 19-021 ASPHALT PAVER

1	BLANCHARD	\$166,974.00 + TAX
2		\$162,119.00 + TAX
3	FLINT	\$250,750.00 + TAX
4		\$168,500.00 + TAX
5	ASCEND MACHINERY	NR
6	MAY EQUIPEMENT	NR
7	HILL	NR
8	LINDER	NR
9	STAFFORD	NR
10	DAY	NR
11	K J BESCO	NR
12		
13		
14	AWARD TO: Blanchard Cat AP355F  10.1.2018	





# MEMORANDUM

## ANDERSON COUNTY FLEET

### SERVICES

**DATE:** 10.1.2018

**TO:** Purchasing Department

**FROM:** Joe Stone, Fleet Services

**SUBJECT:** Bid Award Recommendations for 19-021

Fleet services would like to recommend awarding this bid to Blanchard (Cat AP355F) for the following reasons:

1. The lowest bid from Blanchard (Leeboy 8515E) did not offer a canopy as requested.
2. They did not offer service code access for our personnel.
3. They did not offer steering wheel control, only joystick.

Joe Stone

**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

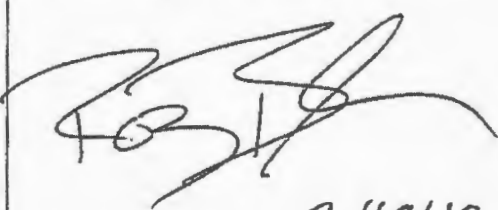
**Gracie Floyd**  
Council District 2

**Ken Waters**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA  
**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org

## SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624		
REQUEST FOR SOLICITATIONS, OFFER AND AWARD		
*****Solicitation Information*****		
1. SOLICITATION: # 19-021	Brief Description:	
2. ISSUE DATE: August 30, 2018	Asphalt Paver	
3. FOR INFORMATION CONTACT:	(SEE SPECIFICATIONS)	
rcarroll@andersoncountysc.org		
5. <u>SUBMIT BID TO:</u> Anderson County Purchasing Department 101 S. Main Street, Room 115 Anderson, S.C. 29624 Attn: Bid #19-021		
6. Submission Deadline: <i>Date: Thursday, September 20, 2018</i>		<i>Time: 11:00 A.M.</i>
7. Submit Scaled Bid		
8. Firm Offer Period: Bids submitted shall remain firm for a period of Sixty (60) calendar days from date specified in block 6.		
*****Offer (To be completed by Bidder)*****		
9. BUSINESS CLASSIFICATION	(Check Appropriate Box)	<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise
10. Additional Information: In compliance with above, the undersigned agrees, if this proposal is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.		
11. Bidder's name and address (Type or print): Blanchard Machinery Co. 224 Neely Ferry Rd. Simpsonville, SC 29680		12. Name & Title of Person Authorized to sign the Bid. (Type or Print): Rozier Blanchard  U.P. Machine Sales
		13. Bidder's Signature & Date   9/19/18
e-mail: rhunter@blanchardmachinery.com Telephone #864.303.2603 Fax #864.963.2063 Federal Identification #: [REDACTED]		
*****AWARD (To be completed by Anderson County)*****		
14. Total amount of award:	15. Successful Bidder:	
16. Contracting Officer or Authorized Representative: Robert E. Carroll	17. Signature:	18. Award date:

## EXHIBIT B

### ANDERSON COUNTY BID FORM

Name of Party submitting the Bid: Blanchard Machinery Co.

To: 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 and General Conditions contained therein, hereby submit the following pricing set forth herein:

Bid: Asphalt Paver Cat AP355F

Bid # 19-021

Qty.	U/M	Description	Unit Cost	Extended Cost
1	Each	Asphalt Paver :per attached specifications	<u>\$166,974</u>	<u>\$166,974</u>
			S.C. TAX	<u>\$500</u>
			TOTAL	<u>\$167,474</u>

\*\*\*\* Price must include delivery to Anderson County Fleet Services Department.

# Quotation



Dealer  
101223  
FSI Office  
Lisa Pack  
Phone: 704-475-2429  
lisa.pack@formsandsupply.com

Anderson- Human Resource Option #2  
SRJ10163JRSr3  
9/11/18

Page: 1 / 2  
Dealer/Rep: SRJ  
Prepared By: Jessica Salisbury  
Drawing Number: SRJ10163JRSr3

Customer  
SHIP TO: 29607

Qty	Model No.	Description	List	Discount	Ext. List
<b>MOBILETRAK5 SYSTEM</b>				<b>0.00%</b>	<b>10,830.17</b>
4	3501H-12	Hybrid Closed Drive Box, Single Reduction w/out End Panel (-12)	340.00	0.00%	1,360.00
4	5C2-242-072	MECHANICAL CARRIAGE 24.25" x 72" 2 RAIL	1,225.00	0.00%	4,900.00
1	5S2-122-072	STATIONARY CARRIAGE 12.25" x 72" 2 RAIL	553.00	0.00%	553.00
1	5S2-125-072	STATIONARY CARRIAGE 12.5" x 72" 2 RAIL	553.00	0.00%	553.00
1	AV2-167-072	ADJUSTABLE 2 RAILS, VINYL, 167"W X 72"D	3,312.17	0.00%	3,312.17
1	CSS-122	CARRIAGE SHELF SUPPORT 12.25" WIDE	22.00	0.00%	22.00
1	CSS-125	CARRIAGE SHELF SUPPORT 12.5" WIDE	22.00	0.00%	22.00
4	CSS-242	CARRIAGE SHELF SUPPORT 24.25 " WIDE	27.00	0.00%	108.00
<b>4 POST SHELVE</b>				<b>0.00%</b>	<b>8,242.30</b>
4	1236KS	TRAKSLIDER TOP SHELF 36"w x 12"d	20.20	0.00%	80.80
6	1236SM	SLOTTED HEAVY DUTY SHELF 36"w x 12"D 18GA.	23.20	0.00%	139.20
12	1236SS	SLOTTED STANDARD DUTY SHELF 36"w x 12"d	20.20	0.00%	242.40
8	2436KS	TRAKSLIDER TOP SHELF 36"w x 24"d	35.70	0.00%	285.60
48	2436SS	SLOTTED STANDARD DUTY SHELF 36"w x 24"d	35.70	0.00%	1,713.60
2	3712LC	Closed L-Upright 12"d x 37 1/4"h	56.20	0.00%	112.40
1	3712TO	Open T-Upright 12"d x 37 1/4"h	62.20	0.00%	62.20
2	7612LC	CLOSED "L" UPRIGHT 12"d x 76-1/4"h	68.40	0.00%	136.80
1	7612TO	OPEN "T" UPRIGHT 12"d x 76-1/4"h	77.30	0.00%	77.30
8	7624LC	CLOSED "L" UPRIGHT 24"d x 76-1/4"h	96.40	0.00%	771.20
4	7624TO	OPEN "T" UPRIGHT 24"d x 76-1/4"h	92.10	0.00%	368.40
24	BS36	SINGLE RIVET SHELF SUPPORT 36"	6.10	0.00%	146.40
48	CS36	SLOTTED CENTER STOP 36"w x 4"h	10.40	0.00%	499.20
570	FDL	DIVIDERS 11"w x 8"h	3.80	0.00%	2,166.00
8	HR24	HEAVY DUTY PLUS SHELF REINFORCEMENT 24"	4.80	0.00%	38.40
2	RPX-3676	REAR MOUNT SECTIONAL STEEL BACK PANEL 36"w x 76"h	135.40	0.00%	270.80
18	SB36	SLOTTED BACK STOP 36"w x 2"h	8.80	0.00%	158.40
40	SR24	SHELF REINFORCEMENT 24"	4.20	0.00%	168.00
132	SS-3614	STANDARD DUTY SHELF SUPPORT 36", 14 GA.	6.10	0.00%	805.20
<b>MOBILETRAK3 SYSTEM</b>				<b>0.00%</b>	<b>1,360.00</b>
4	3300TR	3 Spoke Handle with Red Pop-Up Ailse Indicator	340.00	0.00%	1,360.00
<b>COMMON MOBILETRAK</b>				<b>0.00%</b>	<b>371.17</b>
1	5202-122072	Carriage Plate (Per Square Foot) 12.25"d x 72"l	73.50	0.00%	73.50
1	5202-125072	Carriage Plate (Per Square Foot) 12.50"d x 72"l	75.00	0.00%	75.00
1	5415-167	Standard Ramp 167"	222.67	0.00%	222.67

# Quotation



Anderson- Human Resource Option #2  
SRJ10163JRSr3  
9/11/18

Page: 2 / 2  
Dealer/Rep: SRJ  
Prepared By: Jessica Salisbury  
Drawing Number: SRJ10163JRSr3

Qty	Model No.	Description	List	Discount	Ext. List
-----	-----------	-------------	------	----------	-----------

\*\*\*\*Thank you for allowing us to quote\*\*\*\*

Paint and Laminate/Melamine colors must be specified on order prior to order entry.

Lead-time:7 Weeks

South Carolina State Contract # 4400018108  
Contract Expiration: TBD  
Discount = 35% Delivered Dock To Dock  
Restocking fee - 25%  
Time of Delivery: 30-60 DAYS ARO  
Order MUST be made out to Datum Filing Systems, 89 Church Road, Box 355, Emigsville, PA 17318

Quote Valid for 30 days from Date Listed

TOTAL SYSTEM WEIGHT EXCLUDING MEDIA	3,337
TOTAL LINEAL FILING INCHES	3876"
Estimated Media Weight	7,752
Estimated Total Weight (Pounds)	11,089

Mtrl Price	20,803.63
Discount %	35.00%
Discount Value	-7,281.27
Sub-Total	13,522.36
Estimated Freight	0.00
Install	2,000.00
Other Costs	0.00
Other Costs	0.00
Other Costs	0.00
Tax	0.00
Sell Price	\$15,522.36

PURCHASE  
REQUISITION  
COUNTY OF ANDERSON

201901371

DO NOT USE THIS SPACE

DATE 9/25/2018

SHIP OR DELIVER TO

SPECIAL INSTRUCTIONS

ANDERSON COUNTY IT DEPT  
IT MANAGER - BRIAN GAMBRELL  
101 S MAIN ST / ROOM 116  
HISTORIC COURT HOUSE  
ANDERSON SC 29624

ACCOUNT 360 5231  
OBJECT 008 498  
CONTRACT OR BID NO

QUANTITY	UNIT	DESCRIPTION	PRICE	EXTENDED	TAX
1	EA	SAMSUNG 82" SMART LED TV 4K UHD	3,299.97	3,530.97	Y
1	EA	STRONG XLG FIXED MOUNT	149.22	159.67	Y
1	EA	VANCO EVOLUTION 4K HDMI OVER CAT5/6 EXT	249.90	267.39	Y
1	EA	CAT6 SHEILDDED CABLE 75 FOOT	36.00	38.52	Y
2	EA	BINARY GRIP TEK HIGH SPEED HDMI CABLE	19.90	42.59	Y
1	EA	TECHNICAL LABOR	480.00	480.00	N

\*\*\*\*\*

QUOTE# 122054-B REP FRANK CRENSHAW

TOTAL AMOUNT: 4,519.14

KNOWN SUPPLIERS

CRENSHAW TV & APPLIANCE  
PO BOX 645  
PENDLETON SC 29670

Entered By MRRHODES 9/25/2018  
Dept Head Approval  
Divn Head Approval WMWILLIAMS 9/26/2018  
Grant Approval  
Purchasing Received



RECREATION FUND APPROPRIATIONS

APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

**DISTRICT: All Districts**

Mail/Email/Fax to:

Anderson County Council Clerk

P. O. Box 8002

Anderson, SC 29622

lacroegaert@andersoncountysc.org

Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:

**Anderson County Chapter, South Carolina Genealogical Society**

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$1416.98**

3. The purpose for which the funds are being requested:

1 HP All-In-One Desk Top Computer (or equivalent) \$699.99

2 Adobe Acrobat Pro Software (\$55 each) \$110.00

5 Microsoft Office Standard Software (\$29.00 each) \$145.00

Akiles CoilMac Manual Book Binding Machine/Supplies \$461.99

(If we can bind our own books, we can reduce -----  
higher costs incurred from commercial printers) **\$1416.98**

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 Attached**

5. Contact Person: **Shirley Phillips**

Mailing Address: **110 Federal Street Anderson, SC**

Phone Number: **(864) 540-8300**

Email: **acgsresearch@gmail.com**

6. Statement as to whether the entity will be providing matching funds:

**Yes, matching funds will be acquired through the sale of our books.**

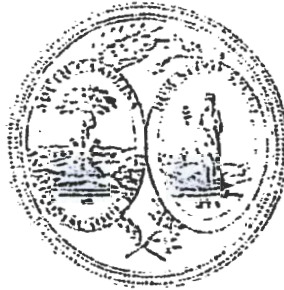
I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

Shirley Phillips  
Signature

Shirley Phillips  
Print Name

9 - 22 - 2018  
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:

SOUTH CAROLINA GENEALOGICAL SOCIETY, INC, THE, a Non-Profit Corporation duly organized under the laws of the State of South Carolina on January 7th, 1971, 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  
23rd day of August, 2012.

  
Mark



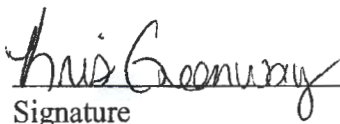
RECREATION FUND APPROPRIATIONS  
APPLICATION FORM

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

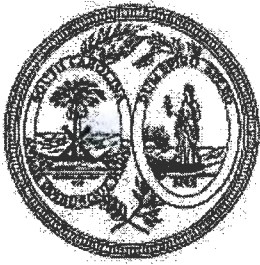
1. Name of entity requesting recreation fund appropriation: New Foundations Home for Children
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$1000
3. The purpose for which the funds are being requested: Recreational funds for Halloween and Thanksgiving.
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. Letter attached.
5. Contact Person: Kris Greenway  
Mailing Address: 2300 Standridge Rd. Anderson, SC 29625  
Phone Number: 864-260-4705  
Email: kgreenway@newfoundationschildren.com
6. Statement as to whether the entity will be providing matching funds: No.

I certify that the foregoing 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

Kris Greenway  
Print Name

10-8-18  
Date



State of South Carolina  
Office of the Secretary of State  
The Honorable Mark Hammond

Nov 9, 2017

New Foundations Home for Children, Inc  
Mr. Steven D Dean  
2300 Strandridge Rd.  
Anderson, SC 29625

RE: Registration Confirmation

Charity Public ID: P1770

Dear Mr. Steven D Dean :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on Nov 15, 2018.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4 ½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.00.

If you have any questions or concerns, please visit our website at [www.sos.sc.gov](http://www.sos.sc.gov) or contact our office using the contact information below.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Wickersham", with a long horizontal flourish extending to the right.

Kimberly S. Wickersham  
Director, Division of Public Charities

**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:

Anderson's Chapter National Federation of the Blind

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): One thousand dollars

3. The purpose for which the funds are being requested:

Christmas Dinner at the Holiday Inn

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: Ann Berry

Mailing Address: 214 A Lee Street Anderson, SC 29625

Phone Number: (864) 221-1957

Email: N/A

6. Statement as to whether the entity will be providing matching funds: No we will not have matching 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.

Ann Berry  
Signature

Anne Berry  
Print Name

10/8/18  
Date



, Laura Lindsley 10-12-18  
Signature Print Name Date



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

<b>Total Number Permit Transactions:</b>	<b>772</b>
<b>New Single Family:</b>	<b>67</b>
<b>New Multi-Family:</b>	<b>3</b>
<b>Residential Additions/Upgrades:</b>	<b>13</b>
<b>Garages/Barns/Storage:</b>	<b>19</b>
<b>New Manufactured Homes:</b>	<b>5</b>
<b>New Commercial:</b>	<b>1</b>
<b>Commercial Upfits/Upgrades:</b>	<b>3</b>
<b>Courtesy Permits/Fees Waived:</b>	<b>2</b> (See Attached)

**Inspection Activity:**

<b>Citizens Inquiries:</b> <i>(New &amp; Follow Up; Includes Sub-Standard Housing/Mobile Homes)</i>	<b>30</b> (Includes updating Sub-Standard Cases)
<b>Tall Grass Complaints (New and Follow Ups):</b>	<b>15</b>
<b>Number of Scheduled Building Inspections Performed (# of Site Visits):</b>	<b>1003</b>
<b>Courtesy, Site and Miscellaneous Inspections:</b>	<b>51</b>
<b>Manufactured Home Inspections:</b>	<b>90</b>
<b>Total Number of Inspections (Site Visits) for Department:</b>	<b>1189</b>

**Reviews/Misc. Activity:**

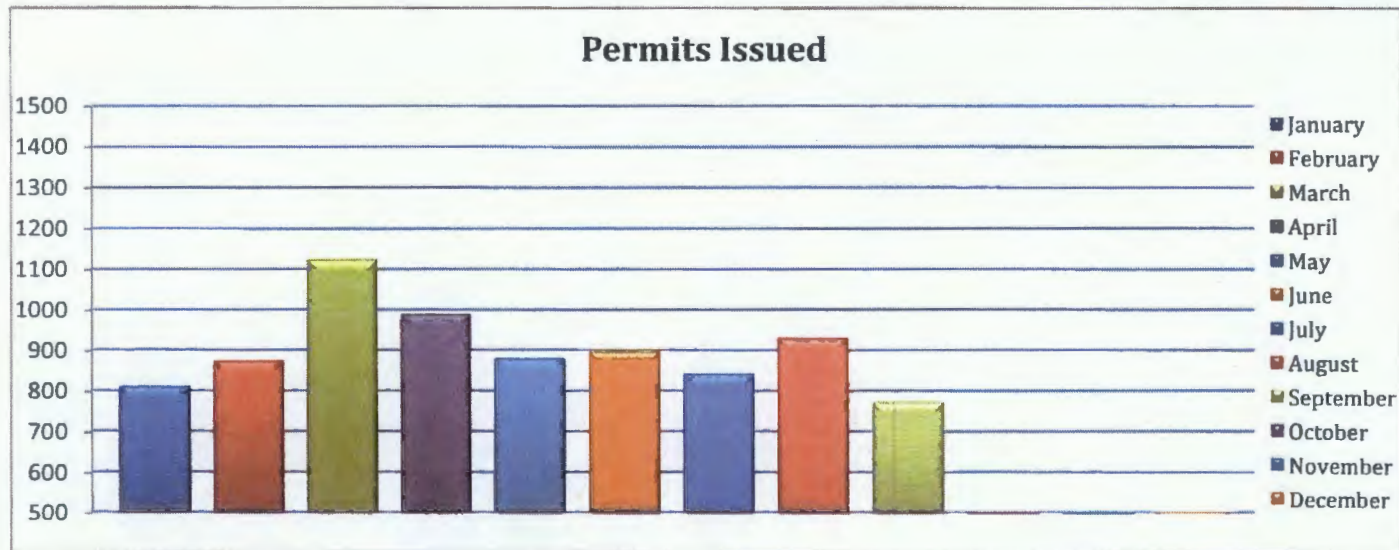
<b>Plans Reviewed:</b>	<b>172</b>	(Includes preliminary consultations, resubmittals and solar)
<b>Mech/Elec/Plumb Reviews:</b>	<b>14</b>	(Includes residential solar)
<b>New Derelict Manufactured Home Cases:</b>	<b>0</b>	
<b>Hearings:</b>	<b>0</b>	
<b>Court Cases:</b>	<b>0</b>	

**Revenue Collected:**

<b>Reinspection Fees Collected:</b>	<b>\$440.00</b>
<b>Plan Review Revenue:</b>	<b>\$8,168.40</b>
<b>Total Revenue For The Month:</b>	<b>\$82,483.00</b>

## Anderson County Building & Codes Permits Issued for 2018

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
<b>January</b>	194	232	116	139	81	10	9	30	811
<b>February</b>	202	207	91	110	201	21	8	35	875
<b>March</b>	263	385	171	167	89	14	10	25	1124
<b>April</b>	252	310	139	141	106	6	12	24	990
<b>May</b>	213	270	116	124	94	10	15	38	880
<b>June</b>	240	229	134	140	84	10	12	49	898
<b>July</b>	242	247	111	121	59	24	7	31	842
<b>August</b>	246	251	119	123	106	22	24	40	931
<b>September</b>	216	210	124	121	51	2	13	35	772
<b>October</b>									0
<b>November</b>									0
<b>December</b>									0
<b>Total</b>	2068	2341	1121	1186	871	119	110	307	8123



**F.W. DODGE BUILDING STATISTICS**

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

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

For the month of:

**Sep-18**

ANDERSON COUNTY BUILDING & CODES  
P.O. Box 8002  
ANDERSON, SC 29622-8022

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

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

PLEASE RETURN THE WEEK OF:

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

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>		101	67	67	\$14,222,367			
Single family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters		102						
Two-family buildings		103	1	2	140,000			
Three-and-four-family buildings		104	2	8	370,000			
Five-or-more family buildings		105						
<b>TOTAL: Sum of 101-105</b>		109	70	77	\$14,732,367	0	0	\$0.00

Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>		213						
Other non-housekeeping shelter		214						

Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational		318						
Churches and other religious		319						
Industrial		320						
Parking garages (buildings & open decked)		321						
Service stations and repair garages		322						
Hospitals and institutional		323						
Offices, banks, and professional		324						
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327			\$456,000			
Other nonresidential buildings		328	13		\$383,958			
Structures other than buildings		329	6		\$523,676			

Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential - <i>Classify additions of garages and carports in Item 438</i>		434	13		\$452,050			
Nonresidential and non-housekeeping		437	3		\$283,539			
Additions of residential garages and carports <i>(attached and detached)</i>		438	6		\$204,680			

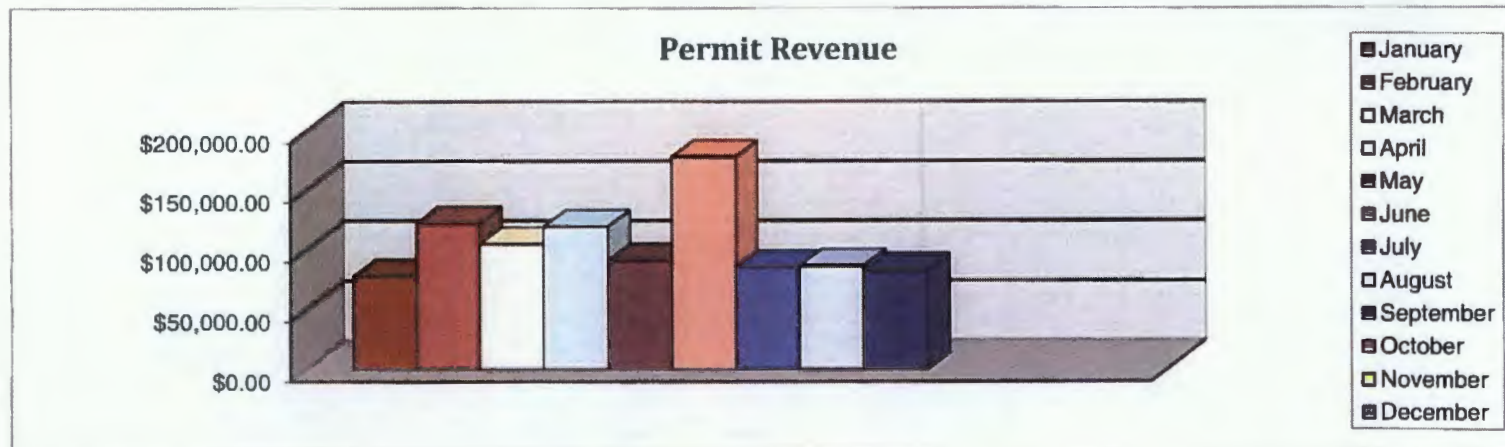
  

Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-family houses (attached and detached)		645	1					
Two-family buildings		646						
Three-and-four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	1					



## Anderson County Building & Codes Permit Revenue for 2018

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$43,222.40	\$13,505.00	\$5,276.50	\$8,308.00	\$1,470.90	\$450.00	\$135.00	\$5,048.90	<b>\$77,416.70</b>
February	\$87,583.60	\$11,630.00	\$4,443.00	\$6,896.00	\$2,039.80	\$855.00	\$120.00	\$8,222.20	<b>\$121,789.60</b>
March	\$47,939.80	\$28,578.00	\$13,742.50	\$9,658.50	\$1,525.80	\$540.00	\$120.00	\$2,161.60	<b>\$104,266.20</b>
April	\$50,679.00	\$22,975.00	\$5,916.50	\$8,120.00	\$2,935.30	\$270.00	\$180.00	\$27,857.80	<b>\$118,933.60</b>
May	\$49,860.00	\$15,833.00	\$6,720.50	\$7,865.00	\$2,706.10	\$450.00	\$225.00	\$6,937.50	<b>\$90,597.10</b>
June	\$119,289.80	\$19,047.00	\$6,182.00	\$17,949.00	\$2,250.60	\$360.00	\$180.00	\$12,108.60	<b>\$177,367.00</b>
July	\$48,728.60	\$17,313.00	\$5,710.50	\$6,590.00	\$1,323.20	\$630.00	\$105.00	\$4,177.90	<b>\$84,578.20</b>
August	\$50,900.60	\$13,267.00	\$5,052.50	\$7,050.00	\$2,550.30	\$540.00	\$330.00	\$6,331.60	<b>\$86,022.00</b>
September	\$48,895.40	\$12,425.00	\$4,925.50	\$6,320.00	\$1,038.70	\$90.00	\$180.00	\$8,608.40	<b>\$82,483.00</b>
October									
November									
December									
<b>Total</b>	<b>\$547,099.20</b>	<b>\$154,573.00</b>	<b>\$57,969.50</b>	<b>\$78,756.50</b>	<b>\$17,840.70</b>	<b>\$4,185.00</b>	<b>\$1,575.00</b>	<b>\$81,454.50</b>	<b>\$943,453.40</b>



BCR021  
REQUESTED BY: TEDOWDY

ANDERSON COUNTY BUILDING CODES  
CENSUS REPORT FOR 9/01/2018 TO 9/30/2018  
COURTESY PERMITS

9:02:23 10/01/18 PAGE 1

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
=====				
MOD 702	COURTESY PERMIT/NO CHARGE			
201803909	9/05/2018	1,356,429.00	TCTC FOUNDATION LLC	TCTC FOUNDTN TRAINING BUILD
201804027	9/17/2018	451,419.00	5 FIRST QUALITY TISSUE SE LLC	CANNONBALL4MACHINES-CONTROL UP

TOTALS: 2 1,807,848.00

October 10, 2018

DISTRICT 1 - SPECIAL PROJECTS  
001-5829-001-241  
FY Ended June 30, 2019

<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 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)
8/7/2018	8/22/2018	62900	American Red Cross - Upstate Chapter	(1,500.00)
8/21/2018	8/29/2018	63255	Anderson Life Crisis Center	(1,500.00)
8/21/2018	8/29/2018	63403	Salvation Army of Anderson County	(8,000.00)

SUB-TOTAL 12,759.43

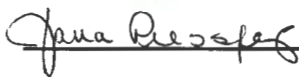
Committed:

Ending Balance 12,759.43

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

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

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



\_\_\_\_\_  
Jana Pressley, Assistant Finance Manager

\_\_\_\_\_  
DATE: October 10, 2018



October 10, 2018

DISTRICT 2 - SPECIAL PROJECTS  
001-5829-002-241  
FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	10,041.23
8/7/2018	8/22/2018	62912	Anderson Jet Track Club	(1,000.00)
8/7/2018	8/22/2018	62978	Friends of Broadway Lake	(1,500.00)
8/7/2018	8/22/2018	63061	Shepherd Guild	(1,000.00)
8/21/2018	8/29/2018	63303	Concerned Citizens for the Eastside	(600.00)
9/6/2018	9/12/2018	63872	City of Anderson Recreation (Assist District 2 citizens with scholarship programs)	(1,500.00)

SUB-TOTAL 34,441.23

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

Ending Balance 34,100.00

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

\_\_\_\_\_  
Jana Pressley  
Jana Pressley, Assistant Finance Manager

Lacey Croegaert, Clerk to Council

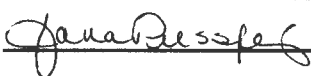
\_\_\_\_\_  
DATE: October 10, 2018

October 10, 2018

DISTRICT 3 - SPECIAL PROJECTS  
001-5829-003-241  
FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	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)
8/21/2018	8/29/2018	63249	Anderson Co 4-H (Clemson Coop)	(500.00)
8/21/2018	8/29/2018	63252	Anderson Jets Track Club	(500.00)
8/21/2018	8/29/2018	63255	Anderson Life Crisis Center	(1,500.00)
8/21/2018	8/29/2018	63272	Belton Area Museum	(1,000.00)
8/21/2018	8/29/2018	63341	Homeland Park Fire Department	(1,500.00)
8/21/2018	8/29/2018	63346	Iva Community Improvements Assoc	(700.00)
8/21/2018	8/29/2018	63403	Salvation Army of Anderson County	(1,500.00)
9/4/2018	9/12/2018	63840	Anderson School District 2	(700.00)
9/4/2018	9/12/2018	64001	Shalom (Annual Bike Ride)	(800.00)
9/4/2018	9/12/2018	64053	WLS Foundation	(250.00)
9/18/2018	9/26/2018	64429	Anderson Free Clinic	(500.00)
9/18/2018	9/26/2018	64443	Belton Center of Arts	(500.00)
SUB-TOTAL				16,186.54
<u>Committed:</u>				
10/2/2018			Anderson District 3 ( Crescent Elite Shooters)	(500.00)
Ending Balance				15,686.54

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

  
 \_\_\_\_\_  
 Jana Pressley, Assistant Finance Manager

Lacey Croegaert, Clerk to Council

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

DATE: October 10, 2018

October 10, 2018

DISTRICT 4 - SPECIAL PROJECTS  
001-5829-004-241  
FY Ended June 30, 2019

<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 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)
8/21/2018	8/29/2018	63249	Anderson Co 4-H (Clemson Coop)	(500.00)
8/21/2018	8/29/2018	63255	Anderson Life Crisis Center	(500.00)
8/21/2018	8/29/2018	63403	Salvation Army of Anderson County	(2,000.00)
9/4/2018	9/12/2018	63832	Anderson Cavaliers Athletic Program	(300.00)
9/4/2018	9/12/2018	63835	Anderson County Humane Society	(300.00)
9/4/2018	9/12/2018	64001	Shalom (Annual Bike Ride)	(1,000.00)
9/4/2018	9/12/2018	64053	WLS Foundation	(250.00)
9/18/2018	9/26/2018	64429	Anderson Free Clinic	(500.00)

SUB-TOTAL 33,456.99

Committed:

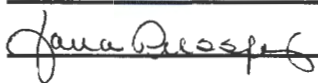
10/2/2018		Townville Recreation	(4,000.00)
10/2/2018		Anderson District 3 ( Crescent Elite Shooters)	(500.00)

Ending Balance 28,956.99

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: October 10, 2018

October 10, 2018

DISTRICT 5 - SPECIAL PROJECTS  
001-5829-005-241  
FY Ended June 30, 2019


<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 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			Transfer 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)
8/21/2018	8/29/2018	63249	Anderson Co 4-H (Clemson Coop)	(500.00)
8/21/2018	8/29/2018	63255	Anderson Life Crisis Center	(1,500.00)
8/21/2018	8/29/2018	63403	Salvation Army of Anderson County	(2,000.00)
9/4/2018	9/12/2018	63832	Anderson Cavaliers Athletic Program	(300.00)
9/4/2018	9/12/2018	63836	Anderson County Humane Society	(500.00)
9/4/2018	9/12/2018	64001	Shalom (Annual Bike Ride)	(1,500.00)
9/18/2018	9/26/2018	64429	Anderson Free Clinic	(2,000.00)
9/18/2018	9/18/2018	JE 9039	Transfer to Roads and Bridges (Homeland Park Fire)	(6,557.74)

SUB-TOTAL 25,537.03

Committed:

Ending Balance 25,537.03

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



Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

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

DATE: October 10, 2018

October 10, 2018

DISTRICT 6 - SPECIAL PROJECTS  
001-5829-006-241  
FY Ended June 30, 2019

<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 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)
8/21/2018	8/29/2018	63292	CESA - Tri County	(3,000.00)
8/21/2018	8/29/2018	63389	Powdersville High (Fishing Team)	(500.00)
8/21/2018	8/29/2018	63391	Powdersville YMCA	(5,000.00)
8/21/2018	8/29/2018	63403	Salvation Army of Anderson County	(1,000.00)
9/18/2018	9/26/2018	64558	Powdersville League of Athletic Youth (Mower and turf accessories)	(5,000.00)
9/18/2018	9/26/2018	64558	Powdersville League of Athletic Youth (Ball fields and Gym rental)	(5,000.00)

SUB-TOTAL 11,194.45

Committed:

Ending Balance 11,194.45

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 Pressley, Assistant Finance Manager

DATE: October 10, 2018

October 10, 2018

DISTRICT 7 - SPECIAL PROJECTS  
001-5829-007-241  
FY Ended June 30, 2019

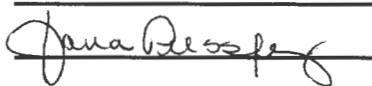
<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	300.00
7/10/2018	7/18/2018	61707	Caroline Community Center	(5,000.00)
7/10/2018	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)
8/7/2018	8/22/2018	62912	Anderson Jet Track Club	(300.00)
8/7/2018	8/22/2018	63079	Town of Honea Path (Fire & EMS)	(5,000.00)
8/21/2018	8/29/2018	63249	Anderson Co 4-H (Clemson Coop)	(500.00)
8/21/2018	8/29/2018	63382	Pelzer Heritage Commission	(3,500.00)
8/21/2018	8/29/2018	63403	Salvation Army of Anderson County	(1,000.00)
9/4/2018	9/12/2018	63840	Anderson School District 2	(500.00)
9/4/2018	9/12/2018	64001	Shalom (Annual Bike Ride)	(300.00)
8/21/2018	9/26/2018	64605	Town of West Pelzer	(2,500.00)
9/18/2018	9/26/2018	64508	Honea Path Free Clinic	(2,500.00)

SUB-TOTAL 6,900.00

Committed:

Ending Balance 6,900.00

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



Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE:

DATE: October 10, 2018



# All Districts Paving Report

Through September 30, 2018

FY18-19 Budget	\$1,500,000.00
Committed	\$152,000.00
<b>AVAILABLE</b>	<b>\$1,348,000.00</b>

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

		Projects/Towns-Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent to Date	Completion Date
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$0.00	
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$0.00	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$0.00	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$0.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$0.00	
		Totals:	\$152,000.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of September 30, 2018

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
October 2, 2018

Certified by: Neil Carney Neil Carney  
Date

NWC  
10/1/18

# District 1 Paving Report

Through September 30, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$182,180.00
Committed	\$156,953.81

<b>AVAILABLE</b>	\$25,226.19
------------------	-------------

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

		Projects/Towns-Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson	-	\$0.00	\$0.00	
11/2/2016	Civic Center	Upgrade roads, landscaping	\$119,000.00	\$56,306.16	incomplete
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$6,500.00	\$3,903.03	incomplete
		Totals:	\$125,500.00	\$60,209.19	

		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 September 30, 2018

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
October 2, 2018

Certified By: Neil Carney Neil Carney  
Date

Neil Carney  
10/4/18

## District 2 Paving Report

Through September 30, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$136,090.00
Committed	\$61,088.00

<b>AVAILABLE</b>	<b>\$75,002.00</b>
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**FDP** = Full Depth Patching; **FDR** = Full Depth Reclamation, **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

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

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 September 30, 2018

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
October 2, 2018

Certified By: Neil Carney Neil Carney  
Date

NEW S  
10/4/18

## District 3 Paving Report

Through September 30, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$122,250.00
Committed	\$66,070.46
<b>AVAILABLE</b>	<b>\$56,179.54</b>

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

		Projects/Towns&Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/8/2013	Town of Iva	Grading/Drainage	\$45,000.00	\$31,665.24	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	\$5,999.65	Incomplete
	City of Belton	Grading/Drainage		\$0.00	
		Totals:	\$69,250.00	\$37,664.89	

		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 September 30, 2018

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
October 2, 2018

Certified By: Neil Carney  
Date

Neil Carney  
10/4/18

## District 4 Paving Report

Through September 30, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$120,845.00
Committed	\$120,845.00

<b>AVAILABLE</b>	<b>\$0.00</b>
------------------	---------------

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

		Projects/Towns&Cities/Other		Total Project Spent To-Date	Completion Date
Approval Date	Project	Scope	Appropriated Amount		
7/7/2015	Town of Pendleton	Grading/drainage	\$39,500.00	\$27,042.90	incomplete
Totals:			\$39,500.00	\$27,042.90	

		District 4 Paving Plan		Total Project Spent To-Date	Completion Date
Approval Date	Project	Scope	Appropriated Amount		
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 September 30, 2018

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
October 2, 2018

Certified By: Neil Carney  
Date

Neil Carney  
10/4/18

## District 5 Paving Report

Through September 30, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$196,150.00
Committed	\$196,148.00

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

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

		District 5 Paving Plan		Total Project Spent To-Date	Completion Date
Approval Date	Project	Scope	Appropriated Amount		
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 September 30, 2018

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
October 2, 2018

Certified By: Neil Carney  
Date

NCW  
10/4/18



# District 6 Paving Report

Through September 30, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$129,570.00
Committed	\$38,867.00
<b>AVAILABLE</b>	<b>\$90,703.00</b>

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

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
08/07/18	Powdersville -School District One	Paving	\$20,000.00	\$20,000.00	8/29/2018
Totals:			\$20,000.00	\$20,000.00	

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 September 30, 2018

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
October 2, 2018

Certified By: Neil Carney Neil Carney  
Date

Now S  
10/4/18

## District 7 Paving Report

Through September 30, 2018

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$109,045.00
Committed	\$90,259.69
<b>AVAILABLE</b>	<b>\$18,785.31</b>

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

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Honea Path	Grading/drainage	\$48,000.00	\$48,000.00	3/21/2017
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00	\$2,979.42	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$3,627.32	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:			\$172,500.00	\$68,456.98	

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 September 30, 2018

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
October 2, 2018

Certified By: Neil Carney Neil Carney  
Date

Neil Carney  
10/4/18

---

Council Meeting: October 16, 2018

Attached transfers have been posted to General Ledger. This is notice to council of the processed transfers.

FY 2018-2019

BUDGET TRANSFER

# 1

DIVISION: SHERIFF

DEPARTMENT: SHERIFF

FROM:		TO:	AMOUNT:
TITLE	OFFICE SUPPLY	TITLE	PHOTOCOPY EQUIPMENT
ACCT.#	001-5161-000-269	ACCT#	001-5161-000-347 6,600.00
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
		Total	6,600.00

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

REASON:

LEASE - SEVEN MULTI FUNCTION COPIERS

6,600.00

had 7 old copiers - now leasing 7

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

RWB

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

*[Signature]*

Journal Entry #

1009

DATE:

09/17/2018

DATE:

DATE:

9-17-18

DATE:

9-18-18

DATE:

9-28-18

## BUDGET TRANSFER

DIVISION: Central Services

DEPARTMENT: Building & Grounds-5021

FROM:		TO:	AMOUNT:
TITLE	Books & Publications	TITLE Postage	
ACCT.#	<u>001-5021-000-204</u>	ACCT# <u>001-5021-000-243</u>	<u>45.00</u>
TITLE		TITLE	
ACCT.#		ACCT#	<u>0.00</u>
TITLE		TITLE	
ACCT.#		ACCT#	<u>0.00</u>
TITLE		TITLE	
ACCT.#		ACCT#	<u>0.00</u>
TITLE		TITLE	
ACCT.#		ACCT#	<u>0.00</u>
Total			45.00

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

**REASON:**

243- Additional funds are needed to cover the cost of postage fees until the end of our fiscal budget year.

Unexpected postage fees came from shipping items back to vendor.

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

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

[Signature]  
[Signature]  
[Signature]  
1009

9/18/18  
9 25 18  
9-26-18  
9 28 18

## BUDGET TRANSFER

DIVISION: Sheriff

DEPARTMENT: Sheriff

FROM:

TITLE Supplies - Office  
ACCT.# 001-5161-000-269

TITLE Supplies - Safety  
ACCT.# 001-5161-000-284

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

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

TO:

TITLE Capital  
ACCT# 001-5161-000-499 3,184.50

TITLE Capital  
ACCT# 001-5161-000-499 3,184.50

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

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

AMOUNT:

Total 6,369.00

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

REASON:

To pay 10% match for JAG Grant for the Crime Scene Unit

Approved thru email by Sheriff McBride

Is this transfer within your department?

(Circle One) Yes No

Is this transfer within your division?

(Circle One) Yes No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

[Signature]

[Signature]

[Signature]

DATE: 10-1-18

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

DATE: 10-1-18

DATE: 10-4-18

Journal Entry #

1010

DATE: 10-10-18



## BUDGET TRANSFER

DIVISION: Sheriff

DEPARTMENT: Forensics Lab

FROM:		TO:	AMOUNT:
TITLE	<u>Supplies - Auto</u>	TITLE	<u>Salaries - Overtime</u>
ACCT.#	<u>001-5142-000-262</u>	ACCT#	<u>001-5142-000-103</u> 254.56
TITLE	<u>                    </u>	TITLE	<u>                    </u>
ACCT.#	<u>                    </u>	ACCT#	<u>                    </u>
TITLE	<u>                    </u>	TITLE	<u>                    </u>
ACCT#	<u>                    </u>	ACCT#	<u>                    </u>
TITLE	<u>                    </u>	TITLE	<u>                    </u>
ACCT.#	<u>                    </u>	ACCT#	<u>                    </u>
		Total	254.56

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

**REASON:**

To pay overtime that was needed while working on Forensic cases

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

[Signature]  
[Signature]  
[Signature]  
1010

10/1/18  
10-1-18  
10-4-18  
10-10-18

## BUDGET TRANSFER

DIVISION:

Civil / Criminal

DEPARTMENT:

Clerk of Court.

FROM:

TO:

AMOUNT:

TITLE  
ACCT.#

Jury Fees  
001-9092-000-230

TITLE  
ACCT#

Professional Services  
001-5092-000-304 \$550.00

TITLE  
ACCT.#

TITLE  
ACCT#

TITLE  
ACCT#

TITLE  
ACCT#

TITLE  
ACCT.#

TITLE  
ACCT#

TITLE  
ACCT.#

TITLE  
ACCT#

Total

0.00

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

REASON:

to pay court ordered arbitrators.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

Dawson Rogers

[Signature]

1010

DATE:

DATE: 9.27.18

DATE: 9.28.18

DATE: 10.2.18

DATE: 10.10.18



## ANDERSON COUNTY SHERIFF'S OFFICE

### September Metrics

Uniform Patrol	
Average Daily Calls for Service	325
Total Calls for Services	9,764
Total Number of Incident Reports	1,463
Total Number of Arrests	398
Total Number of "Domestic" Incidents	78
Total Number of "Unlawful Conduct Towards a Child" Reports	8

Detention Center	
Average Daily Population	438
Total Number of Meals Served	38,944
Litter Crew: Total Miles Cleaned/Cleared	26.2
Litter Crew: Total Number of Trash Bags Processed	1,349
Litter Crew: Total Number of Tires Removed	72

Communications Center	
Average Daily Calls for Service	1,073
Total Calls for Assistance	32,177

Animal Control	
Average Daily Calls for Service	23
Total Calls for Service	694
Total Number of Animals Collected/Transported	172
Total Number of State Tickets/Arrest Warrants	6
Total Number of County Ordinance Tickets/Warnings Issued	247

Forensics	
Total Individual Analysis Completed	2,211
Total Number of Evidence Pieces Collected	376
Total Number of Evidence Pieces Processed	802
Total Number of CSI Calls	212
Total Number of Photos Taken	6,558
Total Number of Finger Prints Collected	405

Records and Judicial Order	
Total Number of Civil Papers Received	1,062
Total Number of Civil Papers Served	981
Total Number of Warrants Received	347
Total Number of Warrants Served	386