



**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

**Brett Sanders**  
Council District 4

**Jimmy Davis**  
Council District 6

**M. Cindy Wilson**  
Council District 7

**Lacey A. Croegaert**  
Clerk to Council

**Rusty Burns**  
County Administrator

**AGENDA  
ANDERSON COUNTY COUNCIL  
REGULAR MEETING  
June 18, 2019 at 6:30 PM  
Historic Courthouse – Council Chambers – Second Floor  
Chairman Tommy Dunn, Presiding**

**1. CALL TO ORDER:**

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

Mr. Jimmy Davis

**3. APPROVAL OF MINUTES:** Minutes from May 21, 2019 and June 4, 2019: not received

**4. CITIZENS COMMENTS:** Agenda Matters only

**5. DISCUSSION ON HOUSING SITUATION IN DISTRICT 2:**

Ms. Gracie S. Floyd (allotted 20 minutes)

**6. ORDINANCE THIRD READING:**

- a. **2019-017:** An ordinance to adopt the Operating and Capital Budgets of Anderson County for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020, and to make appropriations for such Anderson County Budgets for County ordinary purposes and for other County purposes for which the County may levy a tax other than for Tri-County Technical College purposes; to provide for the levy of taxes on all taxable personal and real estate properties in Anderson County for such County ordinary purposes, including sufficient tax to pay the principal and interest on outstanding indebtedness of Anderson County maturing during said Fiscal Year; to adopt the Operating and Capital Budgets of Anderson County for the Fiscal Year beginning July 1, 2019, an Ending June 30, 2020, and to make appropriations for such Anderson County Budgets, for Tri- County Technical College; to provide for the levy of taxes on all personal and real properties in Anderson County on which school taxes may be levied for such Tri-County Technical College purposes; to provide for the levy, assessment and collection of certain other taxes and fees; to provide for the expenditures of said taxes and other revenues coming to the County during said Fiscal Year; and to provide for other matters relating to Anderson County; and other matters related thereto.

Mr. Rusty Burns (allotted 20 minutes)

**7. ORDINANCE SECOND READING:**

- a. **2019-022:** An ordinance to amend the zoning map to rezone +/- 0.59 acres from C-2 (Highway Commercial to S-1 (Services District) at 108 Chippewa Lane. (District 7)

Dr. Jeff Parkey (allotted 5 minutes)

- b. **2019-023:** An ordinance to approve an agreement of the transfer of assets by and between Anderson County, South Carolina and Renewable Water Resources.

Mr. Rusty Burns (allotted 5 minutes)

**8. ORDINANCE FIRST READING:**

- a. **2019-024:** An ordinance (1) authorizing pursuant to Title 12, Chapter 33 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of a Fee-in-Lieu of Ad Valorem Taxes Agreement, by and between Anderson County, South Carolina and Project Snake, as sponsor, and one or more existing or to-be-formed or acquired subsidiaries, or affiliated or related entities and certain sponsor affiliates, to provide for a Fee-in-Lieu of Ad Valorem Taxes incentive; (2) authorizing the receipt and Administration of State Grant for the benefit of the project; and (3) other related matters. (Project Snake)

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2019-025:** An ordinance imposing a prohibition on certain motor vehicle traffic on Ballard Road (C-06-0041). (District 7)

Mr. Rusty Burns (allotted 5 minutes)

- c. **2019-026:** An ordinance imposing a prohibition on certain motor vehicle traffic on Camelot Forest  
(C-18-0012). (District 3, District 7) Mr. Rusty Burns (allotted 5 minutes)
- d. **2019-027:** An ordinance imposing a prohibition on certain motor vehicle traffic on Murphy Road  
(C-07-0010). (District 7) Mr. Rusty Burns (allotted 5 minutes)
- e. **2019-028:** An ordinance imposing a prohibition on certain motor vehicle traffic on Stoneybrook Road  
(C-01-0170). (District 7) Mr. Rusty Burns (allotted 5 minutes)

**9. RESOLUTIONS:**

- a. **R2019-030:** An Inducement resolution identifying a project to satisfy the requirements of Title 12, Chapter 44 of the South Carolina Code, so as to allow investment expenditures incurred by a Company known to the County as Project Snake, its affiliates and related entities, to qualify as expenditures eligible for a Fee-in-Lieu of Taxes arrangement with Anderson County, South Carolina. (Project Snake)  
Mr. Burriss Nelson (allotted 5 minutes)

**10. APPOINTMENTS: none**

**11. REQUESTS BY COUNCIL:** All Districts (14 minutes)

**12. ADMINISTRATORS REPORT:** (allotted 2 minutes)

- a. Building and Codes Report
- b. Special Projects Report
- c. Paving Report
- d. Transfers
- e. Sheriff's Report
- f. Substandard Housing Cases

**13. CITIZENS COMMENTS:**

**14. REMARKS FROM COUNCIL:**

**15. ADJOURNMENT:**

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

For assistance please contact the Clerk to Council at 864-260-1036.

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

**ORDINANCE NO 2019-017**

AN ORDINANCE TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS FOR COUNTY ORDINARY PURPOSES AND FOR OTHER COUNTY PURPOSES FOR WHICH THE COUNTY MAY LEVY A TAX OTHER THAN FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERSONAL AND REAL ESTATE PROPERTIES IN ANDERSON COUNTY FOR SUCH COUNTY ORDINARY PURPOSES, INCLUDING SUFFICIENT TAX TO PAY THE PRINCIPAL AND INTEREST ON OUTSTANDING INDEBTEDNESS OF ANDERSON COUNTY MATURING DURING SAID FISCAL YEAR; TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS, FOR TRI-COUNTY TECHNICAL COLLEGE; TO PROVIDE FOR THE LEVY OF TAXES ON ALL PERSONAL AND REAL PROPERTIES IN ANDERSON COUNTY ON WHICH SCHOOL TAXES MAY BE LEVIED FOR SUCH TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY, ASSESSMENT AND COLLECTION OF CERTAIN OTHER TAXES AND FEES; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES COMING TO THE COUNTY DURING SAID FISCAL YEAR; AND TO PROVIDE FOR OTHER MATTERS RELATING TO ANDERSON COUNTY.

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

The following operating and capital budgets for Anderson County for the fiscal year beginning July 1, 2019, and ending June 30, 2020, are hereby adopted and directed to be implemented by the Anderson County Administrator and staff.

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

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended (the "Code"), the operating and capital budgets of Anderson County (the "Anderson County Budgets"), for County ordinary purposes and for other County purposes for which the County may levy a tax other than for Tri-County Technical College purposes, as hereinafter set forth, by reference and otherwise, are hereby adopted for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

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

A tax of sufficient millage to fund the appropriations for the Anderson County Budgets, herein made, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, after crediting against such appropriations all other revenue anticipated to accrue to Anderson County during said fiscal year, not designated for any other specific purpose, is hereby directed to be levied upon all taxable property of Anderson County upon which the County may levy County ordinary taxes, for County ordinary purposes and for other County purposes for which the County may levy a tax, other than for the Anderson County Library, Tri-County Technical College purposes, County sewer, Countywide Emergency Medical Service, Solid Waste fees, Sewer fees, Civic Center fees, Animal Shelter fees, 9-1-1 tariffs, and road encroachment fees, all as separately levied in this Ordinance, such tax to fund the following amounts or millage, which shall be separately identified, levied, collected, and accounted for, as millage, for the purposes shown, as required by subsequent sections of this Ordinance (excluding Fee-In-Lieu of Taxes), with the total millage so levied, exclusive of debt service millage to be set by the Anderson County Auditor, not to exceed 82.7 mills. This Ordinance shall serve as Anderson County Council's written certification to the Anderson County Auditor required under Section 12-43-285 of the South Carolina Code of Laws (1976, as amended).

County Ordinary	\$46,200,000	64.0 Mills
2007 General Obligation Bonds	\$703,000	1.0 Mills*
2008 General Obligation Bonds	\$800,000	1.1 Mills*

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

Other taxes and uniform assessments levied by this Ordinance are:

Anderson County Library	\$4,800,000	6.9 Mills
Infrastructure Reserve Fund	\$995,000	1.4 Mills
Capital Fund	\$2,670,000	3.8 Mills
Tri-County Technical College	\$2,830,000	4.1 Mills
Anderson County Sewer	\$1,720,000	3.0 Mills
County EMS	\$4,656,000	6.6 Mills
Solid Waste/Recycling Fees	As set in Section XV	\$71.68 per household \$82.49 per commercial
Sewer Fees	As set in Section XVI	
Civic Center Fees	As set in Section XXXIV	
Animal Shelter Fees	As set in Section XXXV	
911 Tariff	As set in Section XXXVII	
Road Encroachment Fees	As set in Section XXXVIII	

## **SECTION III-GENERAL FUND APPROPRIATIONS AND REVENUES**

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

forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

### **GENERAL FUND APPROPRIATIONS**

<b><u>FUNCTION</u></b>	<b><u>AMOUNT APPROPRIATED</u></b>
County Government Administration	\$26,879,365
Health and Welfare	3,102,930
Public Safety	37,312,360
Public Works	12,334,680
Culture and Recreation	2,563,920
Transfer Out	1,482,365
Contingency	100,000
<b>Total Appropriations-General Fund</b>	<b><u>\$83,777,130</u></b>

### **GENERAL FUND REVENUE**

#### **LOCAL SOURCES-4100**

100-101	Property Taxes-RPC Current	\$39,800,000
100-102	Property Taxes-RPC Delinquent	3,000,000
100-103	Property Taxes-Vehicles	6,400,000
100-105	Property Taxes-Fee-In-Lieu of Taxes	2,000,000
000-115	Concessions-Civic Center	3,000
000-125	Ticket Sales-Civic Center	12,000
000-140	Rent of Property-Civic Center	163,000
000-180	Vendor Fees	7,000
001-105	Baseball-Sports Complex	7,000
001-106	Soccer-Sports Complex	25,000
001-107	Softball-Sports Complex	10,000
001-108	Tennis-Sports Complex	450
001-115	Concessions-Sports Complex	5,000
001-125	Rental-Sports Complex	5,000
003-115	Concessions-Amphitheatre	2,000
003-120	Facility Fee-Amphitheatre	5,000
200-110	Fees/Fines-Court Division	170,000
200-120	Fees/Fines-Family Court	465,000
200-121	Fees/Fines-Family Court Filing Fees	17,000
200-125	Fees/Fines-Worthless Check Unit	12,000
200-135	Fees/Fines-Register of Deeds	1,600,000
200-140	Fees/Fines-Judge of Probate	500,000
200-150	Fees/Fines-Master-in-Equity	225,000
200-155	Fees/Fines-Sheriff	25,000
200-158	Fees/Fines-Magistrates	830,000
200-162	Decal Fees	150,000
200-165	Oconee County Master-in-Equity	36,055
200-166	Oconee County Drug Lab Match	89,390



200-168	Medical Examiner Reimbursement	120,000
200-169	Local Contributions-TCTC	50,000
200-175	School Crossing Guards	165,000
200-176	School Resource Officers	2,100,000
300-105	Fees-Animal Shelter	55,000
300-110	Fees-Cablevision Franchise	1,600,000
300-120	Fees-Maps and Plats	3,000
300-125	Fees-Municipal Collection	28,000
300-132	Fees-Delinquent Tax Posting Fee	27,000
300-140	Permits-Building	650,000
300-145	Permits-Electrical	260,000
300-150	Permits-Heating and Air	85,000
300-155	Permits-Land Use	28,000
300-157	Fees-Plan Reviews	120,000
300-160	Permits-Plumbing	60,000
300-165	Permits/License-Mobile Homes	22,000
300-174	Permits-Encroachment	38,000
300-180	Fees-Re-inspections	5,000
300-181	Sex Offender Registry	16,000
300-182	Inspections-Engineering	5,000
300-190	Miscellaneous	130,000
400-160	Library Security Reimbursement	90,500
600-140	Rent of Property	15,000
600-143	Booth Rental-Farmer's Market	5,300
600-144	Farmer's Market-Event Rental	4,000
600-145	Broadway Lake Rental	32,000
900-120	Interest Income	370,000
3700-000-101	Fund Balance	<u>10,619,540</u>
	Total Amount of Local	<u>72,267,235</u>
<b>STATE SOURCES-4200</b>		
400-218	Flood Control	140,000
400-220	Health and Environmental	20,000
500-115	Registration and Elections	263,240
500-125	Local Government Fund	7,584,000
500-135	Merchants Inventory	273,260
500-150	Homestead Exemption	2,232,920
500-160	Salary Assistance	<u>7,875</u>
	Total Amount of State	<u>10,521,295</u>
<b>FEDERAL SOURCES-4300</b>		
500-150	Corps of Engineers	88,600
500-165	DSS Reimbursement	<u>105,000</u>
	Total Amount of Federal	<u>193,600</u>
<b>TRANSFER IN-6400</b>		
100-168	Transfer In-Documentary	350,000
100-175	Transfer In-State ATAX	45,000
100-177	Transfer In-Local Accommodations Tax	<u>400,000</u>

Total Amount of Transfer In	<u>795,000</u>
<b>Total Revenue-General Fund</b>	<b><u>\$83,777,130</u></b>

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

#### **SECTION IV-SPECIAL REVENUE FUND APPROPRIATIONS AND REVENUES**

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

<b>SPECIAL REVENUE FUND APPROPRIATIONS</b>	
<b>Total Appropriated</b>	<b><u>\$55,434,690</u></b>

#### **SPECIAL REVENUE FUND REVENUE**

##### Sheriff's Special Revenue Funds

152	DSS Incentive Payments	35,000
	Fund Balance	50,000
173	Detention Center Canteen-Concessions	200,000
	Detention Center Canteen-Fund Balance	160,000
181	Office of Justice Programs-Federal Grant	412,675
	Transfer In-General Fund	14,740
195	Sheriff Forfeiture Fund	400,000
	Fund Balance	474,420
198	Sheriff Forfeiture Non-Drug Fund	50,000
	Fund Balance	<u>70,000</u>
	<b>Total Sheriff Special Revenue Funds</b>	<b><u>\$1,866,835</u></b>

##### Special Revenue Funds Other Than Sheriff's Office

102	Grants-Local Contributions	\$3,198,100
	State Grants	5,969,380
	Transfer In-Accommodations Tax	106,000
	Fund Balance	73,940
103	Museum Store	10,000
106	Clerk of Court-Bondsmen-Local Contributions	7,000
	Fund Balance	7,500
108	Water Recreation-State Grants	135,235
114	Public Defender-Local Contributions	200,000
	State Revenue	1,100,000
	Municipal Funding	55,000
	Transfer In-General Fund	380,000
	Fund Balance	324,055
118	HOME Program-Federal Grant	800,140
	Transfer In-General Fund	117,595
125	Assessor Mapping Project-Fund Balance	19,180

126	Textile Communities Revitalization-Brownsfield	450,000
	Loan	
	State Grant	205,000
	Federal Grant	800,000
	Transfer In-General Fund	50,000
	Fund Balance	3,150
127	CDBG Rehabilitation-Federal Grant	902,020
	Local Contributions	100,000
133	Senior Citizens Grant	198,130
137	Fund Balance	2,000
139	“C” Funds	3,500,000
	Fund Balance	5,502,000
140	Tri-County Technical College-Millage	2,830,000
	Delinquent Taxes	95,000
	Fee-In-Lieu of Taxes	127,000
	Merchants Inventory	13,630
	Homestead Exemption	142,900
	Fund Balance	(62,830)
142	Airport	2,882,915
143	Anderson County Library-Millage	4,880,000
	Delinquent Taxes	165,000
	Fee-In-Lieu of Taxes	210,000
	Homestead Exemption	240,700
	Fund Balance	119,385
150	Title IV-D/Family Court-Incentive Payments	511,295
156	Victim Bill of Rights	163,000
	Transfer In-General Fund	74,235
157	Victims of Crime Act Grant	198,385
163	HAZMAT-Local Contributions	50,000
	Fund Balance	28,150
165	Federal Emergency Management Agency-Federal Grant	721,780
168	Documentary Stamps	3,000,000
	Fund Balance	350,000
174	E-911 Revenues	1,390,000
	Fund Balance	250,615
175	State Accommodation Tax	425,000
176	Infrastructure-Transfer In-Infrastructure Reserve	1,034,000
177	County Accommodations Tax	1,100,000
	Fund Balance	510,000
180	PARD/Recreation-State Grants	78,000
	Local Contributions	100,000
	Transfer In-General Fund	19,500
	Fund Balance	226,180
191	Duke Energy-EPD	15,000
	Fund Balance	28,600



193	EMS-Millage	4,656,000
	Delinquent Taxes	160,000
	Fee-In-Lieu of Taxes	205,000
	State Grant	17,000
	Homestead Exemption	230,265
	Fund Balance	186,810
194	Animal Shelter Donations	95,000
	Fund Balance	145,000
196	Infrastructure Reserve Fund-Millage	995,000
	Delinquent Taxes	40,000
	Fee-In-Lieu of Taxes	43,000
	Homestead Exemption	48,800
	Fund Balance	613,115
	Total Special Revenue Funds (Excluding Sheriff)	53,567,855
	<b>Total Special Revenue Fund Revenue</b>	<b><u>\$55,434,690</u></b>

## **SECTION V-DEBT SERVICE AND OTHER FINANCING APPROPRIATIONS AND REVENUES**

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

### **GENERAL OBLIGATION BOND DEBT SERVICE APPROPRIATIONS**

<u>BOND</u>	<u>APPROPRIATED</u>
2007 General Obligation Bond	\$861,000
2008 General Obligation Bond	922,405
2019 General Obligation Bond	<u>250,000</u>

Total General Obligation Bond Debt Service Appropriated	<u>\$2,033,405</u>
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### **GENERAL OBLIGATION BOND DEBT SERVICE REVENUE**

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Property taxes	\$1,553,000
Fee-In-Lieu of Taxes	68,000
Merchants Inventory	74,800
Homestead Exemption	73,300
Transfer In-Capital Projects	250,000
Fund Balance	<u>14,305</u>
Total General Obligation Bond Debt Service Revenue	<u>\$2,033,405</u>

### **REVENUE BOND DEBT SERVICE APPROPRIATIONS**

<u>BOND</u>	<u>APPROPRIATED</u>
Special Source Revenue Bonds	<u>\$1,683,000</u>
Total Revenue Bond Debt Service Appropriated	<u>\$1,683,000</u>

**REVENUE BOND DEBT SERVICE REVENUE**

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Transfer In-Economic Development Fund	<u>\$1,683,000</u>
Total Revenue Bond Debt Service Revenue	<u>\$1,683,000</u>

**SPECIAL TAX DISTRICT APPROPRIATIONS**

<u>SPECIAL TAX DISTRICT</u>	<u>AMOUNT</u>
Cedar Glen	\$11,615
Hidden Brooks	7,975
Knight's Bridge	5,840
Supreme Industrial Park	7,510
Ashwood Subdivision	7,935
Sharen Ridge	8,745
The Farm	<u>5,160</u>
Total Special Tax District Appropriations	<u>\$54,780</u>

**SPECIAL TAX DISTRICT REVENUE**

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Special Tax District Fees	<u>\$54,780</u>
Total Special Tax District Revenue	<u>\$54,780</u>

**LEASE PURCHASE FINANCINGS ANNUAL APPROPRIATIONS**

Equipment Lease Purchase	
Total Lease Purchase Financings Annual Appropriations	<u>\$3,143,465</u>
Total Lease Purchase Financings Annual Appropriations	<u>\$3,143,465</u>

**LEASE PURCHASE FINANCINGS REVENUE**

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Transfer In-CDBG	\$3,150
Transfer In-E-911	111,365
Transfer In-Infrastructure Reserve Fund	705,915
Transfer In-Capital	<u>2,323,035</u>
Total Lease Purchase Financings Revenue	<u>\$3,143,465</u>
<b>Total Debt Service and Other Financings Appropriations</b>	<b><u>\$6,914,650</u></b>
<b>Total Debt Service and Other Financings Revenue</b>	<b><u>\$6,914,650</u></b>

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

**SECTION VI-CAPITAL PROJECTS FUNDS APPROPRIATIONS AND REVENUES**

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

forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

<b>CAPITAL PROJECTS FUNDS APPROPRIATIONS</b>		
<u>FUND</u>	<u>ACTIVITY</u>	<u>APPROPRIATED</u>
311	Arthrex	\$2,750,000
312	Green Pond Landing Event Center	631,730
317	TTI Building	1,000,000
319	2019 General Obligation Bond	8,500,000
346	2018 SSRB	22,626,450
360	Capital Reserve Fund	8,976,790
368	Economic Development	1,683,000
<b>Total Capital Funds Appropriations</b>		<b><u>\$46,167,970</u></b>

<b>CAPITAL PROJECTS FUNDS REVENUES</b>		
<u>FUND</u>	<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
311	Arthrex-State Grant	\$2,750,000
312	Green Pond-Local Contributions	63,175
	Fund Balance	568,555
317	TTI Building	1,000,000
319	2019 General Obligation Bond	8,500,000
346	Special Source Revenue Bond	22,626,450
360	Capital Reserve Fund-Property Taxes	2,765,000
	Fee-In-Lieu of Taxes	115,130
	Interest	63,925
	Homestead Exemption	132,120
	State Grant	1,200,000
	Sale of Capital	450,000
	Insurance Proceeds	65,000
	Transfer In-General Fund	815,000
	Fund Balance	3,370,615
368	Economic Development-Property Taxes	1,005,225
	Fee-In-Lieu of Taxes	1,719,225
	Fund Balance	<u>(1,041,450)</u>
<b>Total Capital Funds Revenue</b>		<b><u>\$46,167,970</u></b>

## **SECTION VII-ENTERPRISE FUNDS APPROPRIATIONS AND REVENUES**

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein; provided, however that to the extent, only, that revenues for Enterprise Fund activities exceed the revenue projections shown below, the Appropriations shown for Enterprise Funds herein may be adjusted by the Administrator to match the increased revenues, subject to the requirements of Section XXVIII, hereof. Provided, further, that the Administrator is authorized to write off, discharge, or otherwise adjust uncollectible and otherwise

unenforceable debt owed to the enterprise funds of the county, utilizing the same standards used by the Anderson County Treasurer to adjust nulla bona debt of the County.

#### **ENTERPRISE FUNDS APPROPRIATIONS**

<u>ACTIVITY</u>	<u>APPROPRIATED</u>
Sewer	\$9,988,380
Stormwater	825,655
Solid Waste/Recycling	9,182,020
<b>Total Enterprise Funds Appropriations</b>	<b><u>\$19,996,055</u></b>

#### **ENTERPRISE FUNDS REVENUES**

<u>REVENUES</u>	<u>AMOUNT</u>
Sewer Property Taxes, State Revenue, Fees & Interest	\$8,379,505
Sewer-Federal Grant	500,000
Sewer-Fund Balance	1,108,875
Stormwater-Fees	115,015
Stormwater-Transfer In from Sewer	710,640
Solid Waste/Recycling	7,517,220
Solid Waste/Recycling State Grant	1,619,750
Solid Waste Fund Balance	45,050
<b>Total Enterprise Funds Revenues</b>	<b><u>\$19,996,055</u></b>

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

A tax of sufficient millage to fund the appropriations in the amount of \$4,880,000 (excluding delinquent taxes totaling approximately \$165,000, fee-in-lieu of taxes totaling approximately \$210,000, homestead exemption totaling approximately \$240,700 and usage of fund balance totaling approximately \$119,385), for the Anderson County Library budgets, herein made, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, is hereby directed to be levied on all personal and real property in Anderson County, and shall be identified as such on Anderson County tax bills. To the extent such levy results in excess revenues, above those stated above, all such revenues shall be placed and maintained in the Anderson County Library fund balance. Any funds in the Anderson County Library fund balance at any point in time in excess of those required for the Anderson County Library budgets herein made, may be utilized by the Anderson County Library Board of Trustees; provided, however, the expenditures of said surplus funds shall never exceed the amount of the most recent approved budget of the Library. There shall be credited against said appropriations all other revenues anticipated to accrue to Anderson County during said year for Anderson County Library. All such taxes and other revenues shall be levied, collected, deposited, disbursed and accounted for in the Anderson County Library Fund, with a specific levy and account for the library appropriation category listed herein.

#### **SECTION IX-ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS AND REVENUES**

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

### **ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS**

<u>ACTIVITY</u>	<u>APPROPRIATED</u>
Anderson County Library Fund	<u>\$5,615,085</u>
<b>Total Anderson County Library Fund Appropriations</b>	<b><u>\$5,615,085</u></b>

### **ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS**

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Property Taxes	\$4,880,000
Delinquent Taxes	165,000
Fee-In-Lieu of Taxes	210,000
Homestead Exemption	240,700
Fund Balance	<u>119,385</u>
<b>Total Anderson County Library Fund Revenue</b>	<b><u>\$5,615,085</u></b>

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

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

Pursuant to Section 4-9-70 of the Code, the operating and capital budgets of Anderson County specifically for Tri-County Technical College as hereinafter set forth, by reference and otherwise, are hereby adopted for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

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

A tax of sufficient millage to fund the appropriations in the amount of **\$2,830,000** (excluding delinquent taxes totaling approximately \$95,000, fee-in-lieu of payments totaling approximately \$127,000, merchants inventory payments totaling \$13,630, homestead exemption payments totaling \$142,900, and addition to fund balance totaling approximately \$62,830) for the Tri-County Technical College Budgets, herein made, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, is hereby directed to be levied on all personal and real property in Anderson County on which school taxes may be levied, and shall be identified as such on Anderson County tax bills. To the extent such levy results in excess revenues, above those stated above, all such revenues shall be placed and maintained in the Tri-County Technical College fund balance. There shall be credited against said appropriations all other revenues anticipated to accrue to Anderson County during said year for Tri-County Technical College. All such taxes and other revenues shall be levied, collected, deposited, disbursed and accounted for in the Tri-County Technical College Fund, with a specific levy and account for the special education appropriation category listed herein.

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

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, the



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

**TRI-COUNTY TECHNICAL COLLEGE APPROPRIATIONS**

<u>ACTIVITY</u>	<u>APPROPRIATED</u>
Tri-County Technical College	\$3,145,700
<b>Total Tri-County Technical College Appropriations</b>	<b><u>\$3,145,700</u></b>

**TRI-COUNTY TECHNICAL COLLEGE REVENUES**

<u>SOURCE OF REVENUE</u>	<u>AMOUNT</u>
Property Taxes	\$2,830,000
Delinquent Taxes	95,000
Fee-In-Lieu of Taxes	127,000
Merchants Inventory	13,630
Homestead Exemption	142,900
Fund Balance	(62,830)
<b>Total Tri-County Technical College Revenues</b>	<b><u>\$3,145,700</u></b>

**SECTION XIII-TAX FOR ANDERSON COUNTY SEWER**

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

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

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

**SECTION XV-SOLID WASTE/RECYCLING FEES**

There shall be a uniform \$71.68 Residential Solid Waste/Recycling Fee annually imposed upon the owner of record of each residence in the County, including all single and multi-family homes, mobile homes, and all lease and rental properties, and a uniform Commercial \$82.49 Solid Waste/Recycling Fee annually imposed upon every business, excepting industries, located in a municipality in the County, and to be collected by such municipality not less frequently than annually and remitted to the County within thirty (30) days from the deadline imposed by the municipality for such collections. Together, these fees, plus the Starr C&D Landfill usage fee of \$28/ton and revenues received from the sale of recycled materials, interest income, state grant and tire revenue are currently estimated to produce approximately \$9,136,970 for this fiscal year, and



constitute the total anticipated fiscal year 2019-2020 revenues of the Solid Waste and Recycling Department.

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

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

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

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

## **SECTION XVI-SEWER FEES**

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

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

## **SECTION XVII-STORMWATER REQUIREMENTS AND PERSONNEL**

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

## **SECTION XIII-CREATION AND APPROPRIATION OF PUBLIC INFRASTRUCTURE FUND**

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

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

#### **SECTION XIX-SPECIAL TAX DISTRICT REVENUES AND APPROPRIATIONS**

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

#### **SECTION XX-FUNDING OF COUNTY ORGANIZATIONS**

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

#### **SECTION XXI-SETTING OF A MILLAGE RATE**

The Anderson County Council, working in cooperation with the Anderson County Auditor and Treasurer and in accordance with the laws and Constitution of the State of South Carolina, shall calculate and fix the amount of the millage necessary, not to exceed 82.7 mills total, exclusive of debt service millage to be set by the Anderson County Auditor, as set forth herein, to support the appropriations herein made, with the exception of those appropriations and portions thereof supported by revenues other than property taxes, and shall so advise the Auditor and Treasurer of Anderson County who shall levy and collect said millage, respectively, as hereby directed by the County Council, in addition to any millage (for debt service or otherwise) for which the statutory authority to determine and levy is granted to the Anderson County Auditor and the authority to collect is given to the Anderson County Treasurer. All such levies of taxes authorized herein by Anderson County Council for County of Anderson purposes shall be set forth, stated, and mailed to the taxpayers of Anderson County on a tax notice showing such levies separate and independent of levies of taxes by any other legal entity or political subdivision of the State of South Carolina, whether on a two-sided tax notice or a multi-page tax notice or any other form of tax notice accomplishing the purpose set forth in this paragraph. Anderson County Council will provide forms for such tax notices and no funds appropriated by this budget ordinance are authorized for the procurement or preparation of any other form of tax notice.

#### **SECTION XXII-COMPLIANCE WITH COUNTY CODE AND ACCOUNTABILITY**

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

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

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

### **SECTION XXIII-DEPOSITS**

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

### **SECTION XXIV-SURPLUS FUNDS**

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

### **SECTION XXV-END OF FISCAL YEAR ACCOUNTING**

All appropriations made by this Ordinance for which monies have not been obligated or encumbered by the end of June 30, 2020, shall lapse and expire at that time. All appropriations made by this Ordinance for which the funding monies have been obligated or encumbered by June 30, 2020 shall remain on the books of Anderson County at June 30, 2020 for matching of the applicable expenditure for year-end accrual purposes. Once the ledgers are closed for year-end accrual purposes, the unused encumbrance amount will be removed from the encumbrance system. Unobligated General Fund budgetary appropriations and monies received by County departments and existing without obligation at the close of the fiscal year addressed by this Ordinance shall revert to the General Fund of Anderson County to be accounted for as fund balance; no existing appropriation or actual revenues on hand at the end of the fiscal year may be expended by any department during the succeeding fiscal year without new appropriation by County Council. Any surplus in other funds of the County or any moneys accruing therefrom shall be retained and accounted for in such other fund or funds and shall be carried forward from year to year as fund balances in such funds.

### **SECTION XXVI-TRANSFERRING OF FUNDS**

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



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

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

#### **SECTION XXVII-DISBURSEMENTS**

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

#### **SECTION XXVIII-PAUPER BURIALS**

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

#### **SECTION XXIX-RETIREMENT OF AUTOMOTIVE AND HEAVY EQUIPMENT**

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

#### **SECTION XXX-TAX ANTICIPATION NOTES**

As permitted by Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended and Section 11-27-40, Code of Laws of South Carolina, 1976, as amended, County Council is hereby empowered to authorize the issuance of tax anticipation notes in the aggregate principal amount of not exceeding \$10,000,000 (the “TANS”) in anticipation of the collection of taxes imposed and levied by this Ordinance. The TANS may be issued at any time or from time to time during the fiscal year beginning July 1, 2019 and ending June 30, 2020; shall be issued pursuant to a Resolution adopted by County Council; may be issued in bearer form or fully registered upon terms and conditions prescribed in such Resolution; shall be issued in the principal amounts, mature and bear interest as prescribed in such Resolution; may be sold by negotiated or public sale upon such terms and conditions as County Council prescribes in the Resolution.

### **SECTION XXXI-CREDIT CARD PAYMENTS**

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

### **SECTION XXXII-CREDIT CARD POLICY**

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

### **SECTION XXXIII-GRANTS AND GRANT MATCHING FUNDS**

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

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

### **SECTION XXXIV-APPLICABLE CIVIC CENTER RATES**

Rates as set forth on rate sheets as may be in effect during the fiscal year (subject to amendment) shall be applied by the Civic Center of Anderson for all rental contracts entered into between July 1, 2019 and June 30, 2020.



#### **SECTION XXXV-APPLICABLE ANIMAL SHELTER RATES**

Rates as set forth on Animal Shelter rate sheets dated July 1, 2019 shall be applied by the Anderson County Animal Shelter for all services rendered between July 1, 2019 and June 30, 2020.

#### **SECTION XXXVI-APPLICABLE JUROR REIMBURSEMENT RATES**

There shall be paid unto the Grand Jurors in Circuit Court the sum of \$20 per diem and Petit Jurors shall be paid the sum of \$12 per diem. There shall be paid unto Jurors in Summary Court the sum of \$10 per diem Jurors. In addition to the aforesaid sum, jurors shall be reimbursed twenty-five, \$.25, cents per mile per day from their home to the Anderson County Courthouse for the term for which they are drawn to serve. These rates shall be effective for all services rendered between July 1, 2019 and June 30, 2020.

#### **SECTION XXXVII-FUNDING OF E-911 SERVICES**

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

#### **SECTION XXXVIII-ROAD ENCROACHMENT PERMITS**

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

#### **SECTION XXXIX-FUND BALANCE POLICY**

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

#### **SECTION XXXX-REASONABLE ACCOMMODATION POLICY**

Anderson County is a participant in the Federal Community Development Block Grant Program for the purpose of undertaking various important community and economic development activities throughout the County. The Community Development Block Grant Program requires a reasonable accommodations policy for Section 504 regulations. Anderson County, acting by and through the Anderson County Council, desires to comply with all necessary Grant requirements.

Anderson County, acting by and through the Anderson County Council, is hereby willing to make reasonable accommodations for the known physical or mental impairments of an otherwise qualified participant, applicant or employee, providing it does not cause undue financial or administrative burden on the County or cause a fundamental alteration of the County's program. Anderson County Council hereby recognizes that the policy created hereunder includes employees, applicants for employment, and the public when the public is involved in County activities. The Anderson County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary or appropriate in connection with this Policy.

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

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

#### **SECTION XXXXII-SOLICITOR CASE FACILITATOR**

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

#### **SECTION XXXXIII-SEVERABILITY**

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

#### **SECTION XXXXIV-EFFECTIVE DATE**

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

ADOPTED in meeting duly assembled this 18<sup>th</sup> day of June, 2019.

ATTEST:

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

\_\_\_\_\_  
Tommy Dunn, Chairman

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

\_\_\_\_\_  
Craig Wooten, District #1

\_\_\_\_\_  
Gracie S. Floyd, District #2

\_\_\_\_\_  
Ray Graham, District #3

\_\_\_\_\_  
Brett Sanders, District #4

\_\_\_\_\_  
Jimmy Davis, District #6

\_\_\_\_\_  
M. Cindy Wilson, District #7

APPROVED AS TO FORM:

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

First Reading:

May 13, 2019

Second Reading:

June 4, 2019

Third Reading:

June 18, 2019

Public Hearing:

June 4, 2019

## **Ordinance #2019-022**

**An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- .59 acres from C-2 (Highway Commercial) to S-1 (Service District) on a parcel of land, identified as 108 Chippewa Lane in the Williamston Mill Precinct shown in Deed Book 13846 page 00040. The parcel is further identified as TMS #220-06-01-005.**

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

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

**Whereas**, County Council desires to amend the Map by adopting a zoning map amendment from C-2 to S-1 for +/- .59 acres of TMS # 220-06-01-005 described above; and,

**Whereas**, the Anderson County Planning Commission has held a duly advertised Public Hearing on May 14th, 2019, during which it reviewed the proposed rezoning from C-2 to S-1 +/- .59 acres of TMS # 220-06-01-005 described above; and,

**Whereas**, the Anderson County Council has duly advertised and held a Public Hearing on June 4th, 2019, regarding said amendment of the Anderson County Official Zoning Map:

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance # 99-004 to rezone from C-2 to S-1 +/- .59 acres of TMS # 220-06-01-005 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2019-022

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Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman  
Anderson County Council

---

Lacey A. Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: June 4<sup>th</sup>, 2019

2<sup>nd</sup> Reading:

3<sup>rd</sup> Reading:

Public Hearing: May 14<sup>th</sup> and June 4<sup>th</sup>, 2019





Aerial Photography

**Rezoning Request**  
**108 Chippewa Lane**  
**C-2 to S-1**

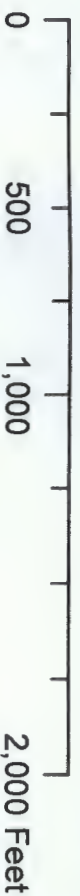
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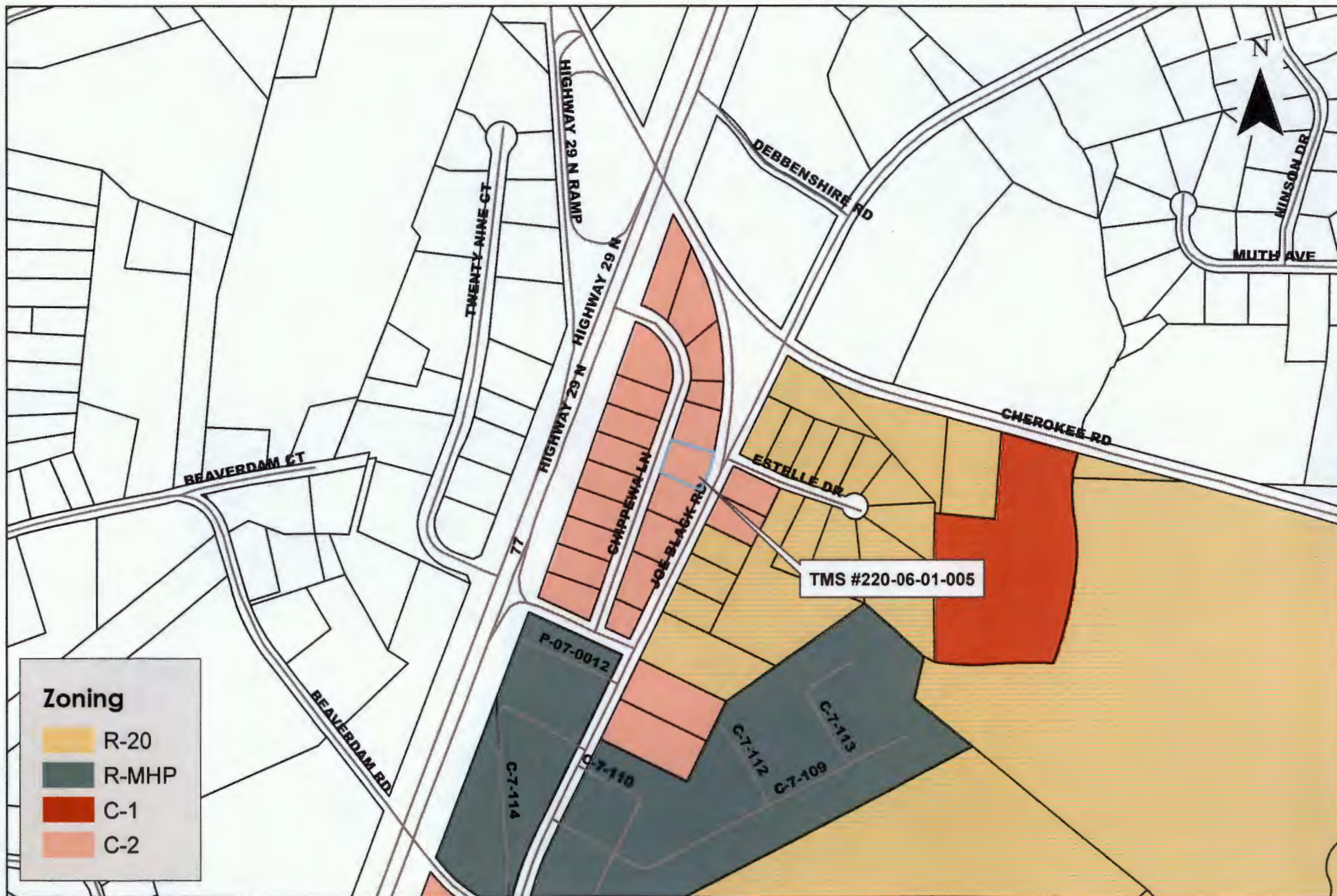


Aerial Photography

**Rezoning Request  
108 Chippewa Lane  
C-2 to S-1**



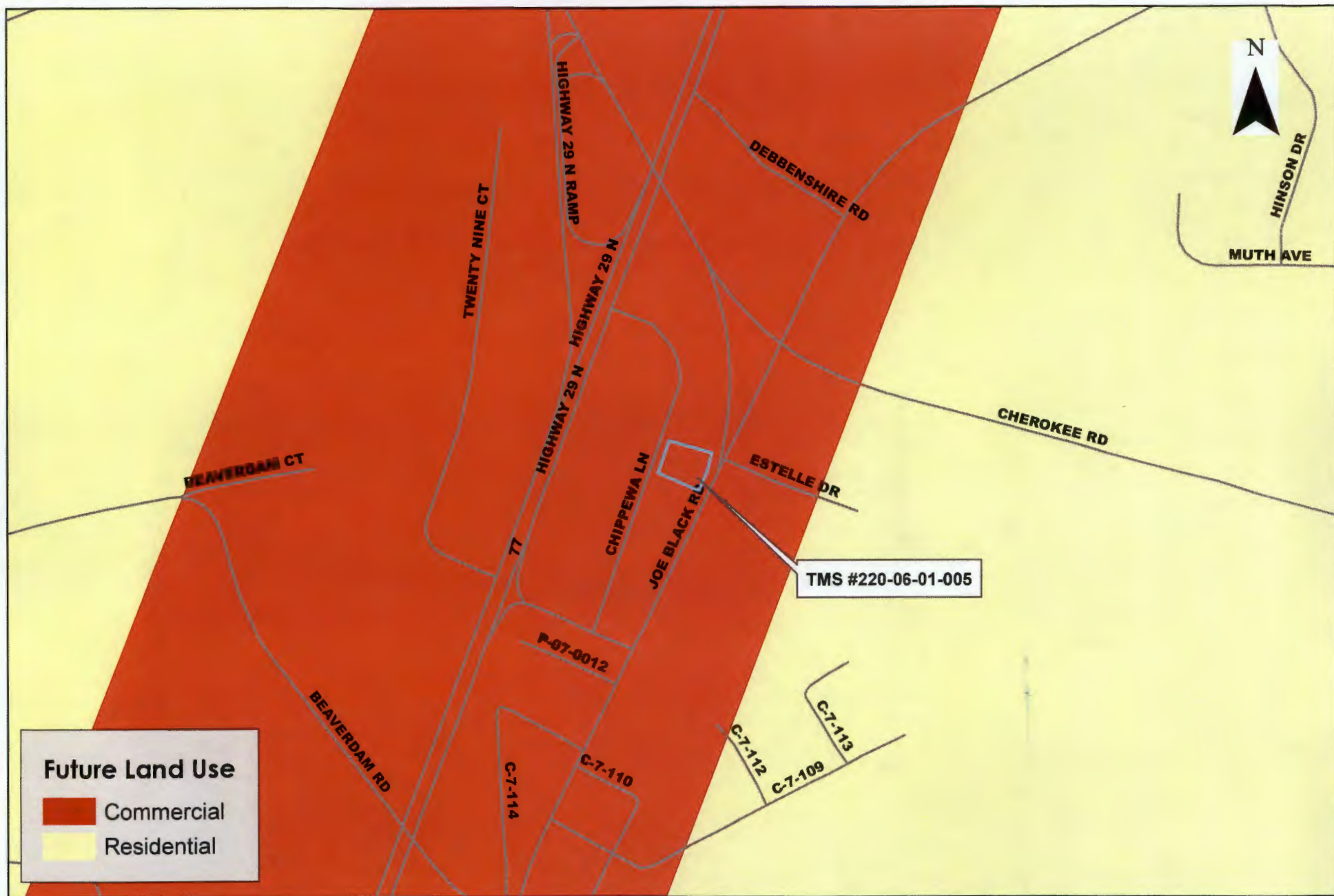




**Rezoning Request**  
**108 Chippewa Lane**  
**C-2 to S-1**

0 500 1,000 2,000 Feet





**Rezoning Request**  
**108 Chippewa Lane**  
**C-2 to S-1**

0 500 1,000 2,000 Feet





4/23/19





4/23/19





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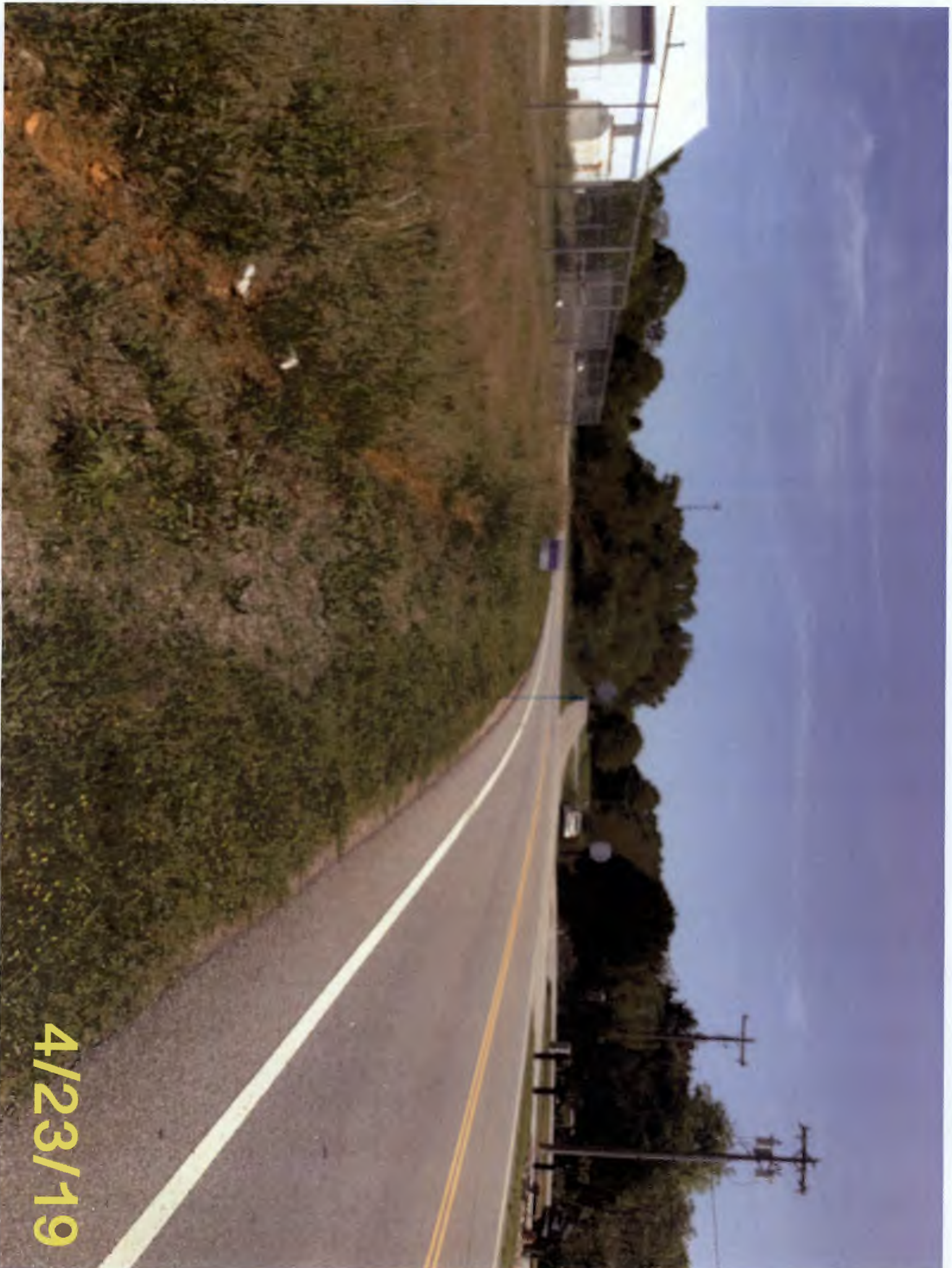
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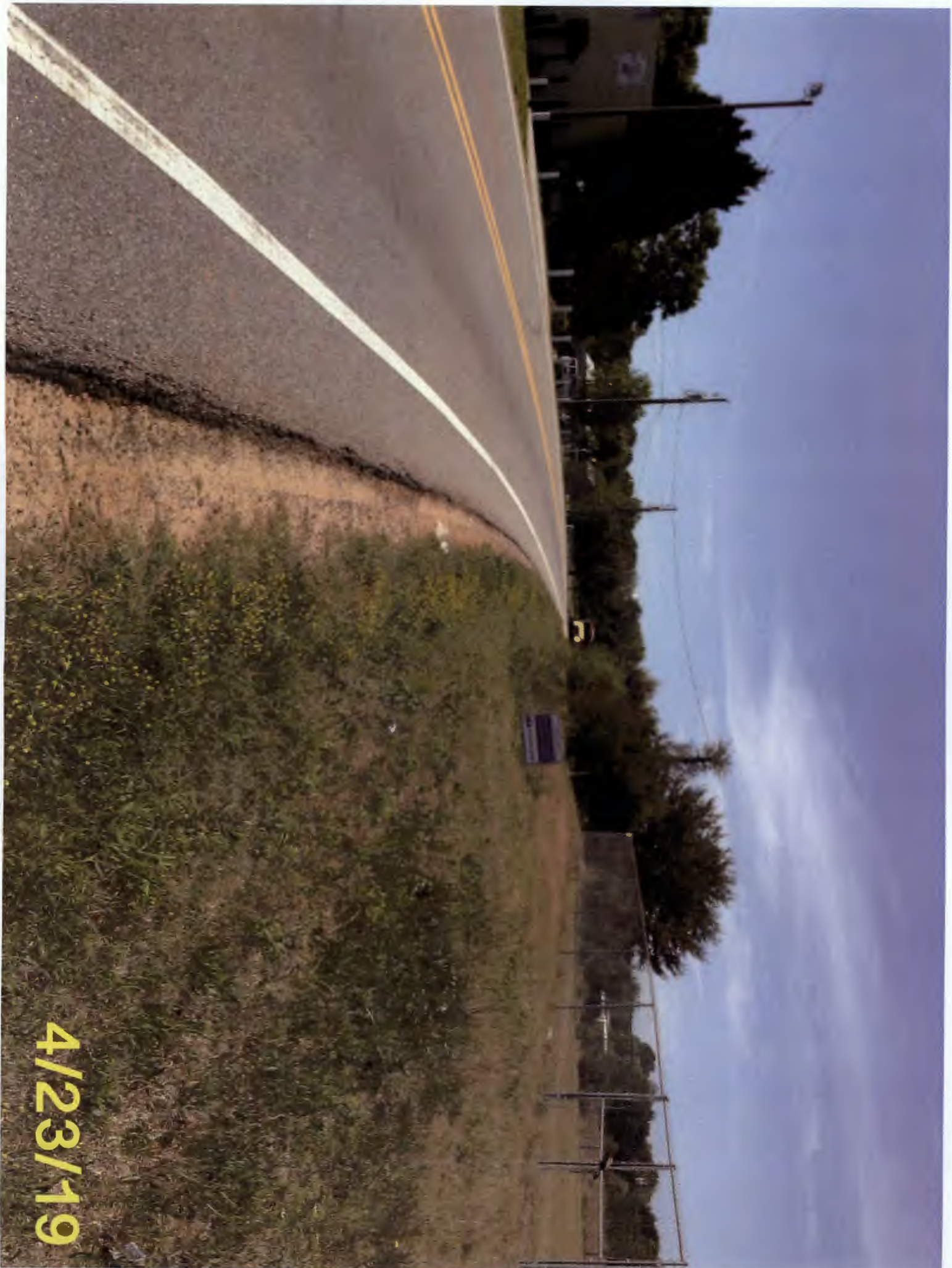
4/23/19





4/23/19





4/23/19



## **ORDINANCE NO. 2019-023**

### **AN ORDINANCE TO APPROVE AN AGREEMENT OF THE TRANSFER OF ASSETS BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND RENEWABLE WATER RESOURCES; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Anderson County Council has the authority in accordance with the Code of Laws of South Carolina, 1976, as amended, to among other things make and execute contracts and dispose of real and personal property;

**WHEREAS**, the County and Renewable Water Resources (“ReWa”) entered into a Memorandum of Understanding (approved by the Anderson County Council on March 19, 2019) to negotiate a formal Purchase and Sale Agreement by which ReWa will assume ownership and operation of the County’s wastewater collection system, consisting of gravity lines, force mains, and pump stations, located within the Anderson County portion of ReWa’s statutorily defined service area; and

**WHEREAS**, the County and ReWa have negotiated a formal Agreement for the Transfer of Assets.

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

1. Anderson County Council hereby approves the Agreement for the Transfer of Assets By and Between Anderson County, South Carolina and Renewable Water Resources (the “Agreement”) attached hereto as Exhibit A. The County Council further authorizes the County Administrator to execute the Agreement and any other documents to effect the transfer of assets under the Agreement.

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 \_\_\_\_\_, 2019.

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

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

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: June 4, 2019

2<sup>nd</sup> Reading:

3<sup>rd</sup> Reading:

Public Hearing:

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF ANDERSON            )

**ORDINANCE NO. 2019-024**

**AN ORDINANCE (1) AUTHORIZING PURSUANT TO TITLE 12, CHAPTER 33 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT SNAKE, AS SPONSOR, AND ONE OR MORE EXISTING OR TO-BE-FORMED OR ACQUIRED SUBSIDIARIES, OR AFFILIATED OR RELATED ENTITIES AND CERTAIN SPONSOR AFFILIATES, TO PROVIDE FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; (2) AUTHORIZING THE RECEIPT AND ADMINISTRATION OF A STATE GRANT FOR THE BENEFIT OF THE PROJECT; AND (3) OTHER RELATED MATTERS.**

WHEREAS, Anderson County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”) and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the “State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment (“FILOT Payments”); (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”) to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with [enter] County, South Carolina (“Park”); and (iv) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the [Project Snake], a Delaware limited liability company, previously known to the County as Project Snake, along with one or more existing or to be formed or acquired subsidiaries, or affiliated or related entities, as Sponsor, (“Company”) and any Sponsor Affiliates (as defined under the Act and the Fee Agreement) that the Company may designate and have the Count approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein, plans to expand its manufacturing facility in the County through the acquisition, construction, purchase, and lease of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (“Project”), which will result in new investment in real and personal property of approximately \$8,500,000.00 (“Investment”) in the County and the creation of approximately 68 new, full-time jobs in the County; and

WHEREAS, by its Resolution adopted on [date], 2019, the County identified the Project, as required by the Act; and

WHEREAS, the Project will be located on one or more parcels of real property or a portion thereof within the County, with improvements thereon, bearing Anderson County tax map number [enter], as further described in **Exhibit A** (“Project Site”); and

[WHEREAS, pursuant to [enter] dated [enter], the Project along with the Project Site has been located in the Park and the Company has requested the County maintain the Project and Project Site in the Park for no less than the duration of the Fee Agreement; and]

[WHEREAS, the County desires to enlarge the boundaries of the Park to include the Project and Project Site and to ensure that the Project and Project Site remains in the Park or any other multi-county park created under the MCIP Act for no less than the duration of the Fee Agreement; and]

WHEREAS, in connection with the Project, the Company has requested and the County desires to offer, as an inducement for the Project: (i) the incentive of a FILOT arrangement for a term of 30 years and having a fixed assessment ratio of 6% with a fixed millage rate equal to the lowest millage rate permitted pursuant to Section 12-44-50(A)(1)(D) of the Act, the terms of which shall be further set forth in a fee-in-lieu of *ad valorem* taxes agreement between the County and the Company (“Fee Agreement”), the form of which is attached hereto as **Exhibit B**; (ii) the placement and maintenance of the Project in a multi-county industrial park of which the County is a member county; and (iii) other incentives that may be further described in the Fee Agreement (collectively, the “Incentives”); and

WHEREAS, [NAME] intends to participate in the Investment in the Project at the Project Site and desires to be approved as a Sponsor Affiliate to the Fee Agreement pursuant to Section 12-44-10 of the Act and as further defined in the Fee Agreement; and

WHEREAS, the County understands that the Coordinating Council for Economic Development (the “Coordinating Council”) plans to provide a monetary grant (a “State Grant”), for the benefit of the Project in the County, the funds of which will be received and administered by the County, or its affiliates, as grantee, for the benefit of the Project; and

WHEREAS, the County consents (i) to enter into any necessary agreements with the Coordinating Council and the Company, including but not limited to any performance agreement in connection therewith (“State Grant Agreement”); and (ii) to accept, receive and administer the State Grant for the benefit of the Project in the County; and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise undertake the Project in the County but for the delivery of the Incentives as set forth herein.

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

**Section 1. *Project Finding.*** The County hereby finds and affirms, based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

**Section 2. *Authorization to Execute and Deliver Fee Agreement.*** The form, terms, and provisions of the Fee Agreement presented to this meeting and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of County Council is authorized and directed to execute the Fee Agreement with any minor modifications and revisions as may be approved by the Chair of County Council, the County Administrator, and the County Attorney, in the name of and on behalf of the County, and the Clerk to County Council is authorized and directed to attest the same; and the Chair of County Council, the County Administrator, and the County Attorney are further authorized and directed to deliver the executed Fee Agreement to the Company.

**Section 3. *Grant Administration.*** The County shall administer the State Grant, as applicable, and immediately after receipt by the County and confirmation of the Company's compliance with the terms and conditions of the State Grant, as applicable, shall provide the proceeds of the State Grant, as applicable, for the benefit of the Project. The Chair of County Council is authorized and empowered, in the name of and behalf of the County, to enter any performance agreement with the Coordinating Council and the Company as may be necessary and advisable by the County Attorney.

**Section 4. *Inclusion and Maintenance of the Project in the Park.*** [The expansion of the Park boundaries to include the Project and the Project Site is hereby approved.] The County shall ensure that the Project is incorporated into and will remain in the Park (or a successor multi-county industrial park) for no less than the term of the Fee Agreement.

**Section 5. *Approval of Sponsor Affiliate.*** The County approves [NAME] participation in the Fee Agreement as a Sponsor Affiliate as contemplated under the Act and the Fee Agreement.

**Section 6. *No Recapitulation Required.*** Pursuant to Section 12-44-55(B) of the FILOT Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the FILOT Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the FILOT Act with the County after the execution of the Fee Agreement by the County and the Company.

**Section 7. *Further Acts.*** The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

**Section 8. *General Repealer.*** All ordinances, resolutions, and their parts in conflict with this Ordinance are, to the extent of that conflict repealed.

**Section 9. *Severability.*** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

Done in meeting duly assembled this [#] day of [month], 2019.

[Signature page follows]



**ATTEST:**

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Rusty Burns  
Anderson County Administrator

---

Lacey A. Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney

**FOR ANDERSON COUNTY:**

---

Tommy Dunn, Chairman  
Anderson County Council

**READINGS:**

First reading:  
Second reading:  
Third reading:  
Public hearing:

## **EXHIBIT A**

### **Property Description**

**EXHIBIT B**

**Fee Agreement**

**[ATTACHED]**

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

**BY AND AMONG**

**[PROJECT SNAKE],**

**[SPONSOR AFFILIATE]**

**AND**

**ANDERSON COUNTY, SOUTH CAROLINA**

**[ENTER], 2019**

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EXHIBIT A: Legal Description of Property

EXHIBIT B: Form of Joinder Agreement

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

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is made and entered into as of [ENTER], 2019, by and between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Anderson County Council ("County Council") as the governing body of the County, [Project Snake], a company formerly known to the County as Project Snake, a Delaware limited liability company, along with affiliated or related entities, and assigns, as Sponsor (collectively, "Company"), [Sponsor Affiliate, a [State company]] as a Sponsor Affiliate and any other entity that may also join as a Sponsor Affiliate as the term is defined in this Fee Agreement (hereinafter, the County, the Company, and the Sponsor Affiliate are referred to individually as a "Party" and, collectively, as "Parties").

### WITNESSETH:

(a) The County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment ("FILOT Payments"); (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act") to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Greenville County, South Carolina ("Park"); and (iv) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

(b) Pursuant to the Act, the County has determined that (i) the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or any incorporated municipality or to any charge against any of their general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public will be greater than the costs to the public; and

(c) The Company, as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates (as defined under the Act) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein to be further set forth in future agreements, and, to the extent allowed by law, anticipates expanding its manufacturing facility in the County through the acquisition, lease, construction, and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the "Project"), which will result in approximately \$8,500,000 in new investment in real and personal property in the County ("Investment") and the creation of approximately 68 new full-time jobs in the County ("Jobs"); and

(d) Pursuant to a Resolution adopted [ENTER], 2019, the County Council identified the Project, as required under the Act, and pursuant to County Council Ordinance No. \_\_\_\_\_ adopted on [ENTER], 2019, authorized (i) the execution and delivery of this Fee Agreement with the Company, (ii) the participation in this Fee Agreement by [NAME] as a Sponsor Affiliate, and (iii) the inclusion of the Project in the Park.

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

## ARTICLE I

### DEFINITIONS

**Section 1.1** *Terms.* The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Chair” means the Chairman of the County Council.

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

“Commencement Date” means the last day of the first property tax year during which Economic Development Property (defined below) is placed in service except that this date may not be later than the last day of the property tax year which is three years from the year in which the County, the Sponsor and the Sponsor Affiliates entered into this Fee Agreement.

“Contract Minimum Investment Requirement” shall mean the Investment made at the Project by the Company and any Sponsor Affiliates of at least \$8,500,000.

“Contract Minimum Jobs Creation Requirement” shall mean the creation of at least 55 new, full-time, jobs at the Project, in addition to those [enter number] jobs already existing at the Project as of January 1, 2019.

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

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

“Department” and “SCDOR” mean the South Carolina Department of Revenue.

“Diminution of Value” with respect to any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.8 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Company and, as applicable, any Sponsor Affiliate in connection with its annual filing of a SCDOR PT-300 or comparable forms with the Department (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended by subsequent, formal action of County Council, or automatically as permitted under the Act or under this Fee Agreement. Title to all Economic Development Property shall at all times remain vested

in the Company and, as applicable, in any Sponsor Affiliate, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings, and other personal property together with any and all additions, accessions, replacements, and substitutes thereto or therefor acquired by the Company and, as applicable, any Sponsor Affiliate, during the Investment Period as a part of the Project under this Fee Agreement. The Equipment and its constituent parts together with any and all improvements or other features constructed on, or personal property installed or placed on the Project Site (defined below) by or for the Company, or, as applicable, any Sponsor Affiliate, including without limitation, machinery, fixtures, trade fixtures, and other personal property are personal property for purposes of applicable South Carolina law.

“Event of Default” means any Event of Default specified in Section 3.13 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date (defined below) unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” means fee in lieu of *ad valorem* tax(es).

“FILOT Payment(s)” means the payment(s) in lieu of *ad valorem* tax(es) which the Company and, as applicable, any Sponsor Affiliate, are obligated to pay to the County.

“Improvements” mean improvements to the Project Site, including buildings, additions, roads, sewer and other infrastructure, together with any and all additions, accessions, replacements, and substitutions thereto or therefor acquired by the Company and, as applicable, the Sponsor Affiliate, during the Investment Period as part of the Project.

“Investment” shall mean that amount set forth in the recitals of this Fee Agreement and shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, which are made by the Company and, as applicable, any Sponsor Affiliate towards or for the benefit of the Project; (ii) capital expenditures, whether considered Economic Development Property or non-Economic Development Property, without regard to depreciation, which are made by the Company and, as applicable, any Sponsor Affiliate towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company and, as applicable, any Sponsor Affiliate, without regard to depreciation, regardless of the source of payment of such expenditures so long as the value of such leased assets are reported by the Company and, as applicable, any Sponsor Affiliate on their respective SCDOR PT-100 or PT-300 or comparable forms; and (iv) any other expenditures made by the Company and, as applicable, any Sponsor Affiliate that the County and the Company and, as applicable, any Sponsor Affiliate, may mutually agree upon in a writing that is executed by an authorized representative of the Company, the applicable Sponsor Affiliate and the County Administrator. The Investment for purposes of the Investment stated herein shall include those expenditures made by both the Company and, as applicable, any Sponsor Affiliate by the end of the Investment Period.

“Investment Period” means the period beginning with the first day that Economic Development Property is purchased or acquired and ending five years after the Commencement Date. The minimum investment must be completed within five years of the Commencement Date. Pursuant to Section 12-44-30(13) of the Act, the County may, at its discretion, extend this period for up to an additional five years upon passage of a resolution.



“Minimum Investment” means an investment in the project of at least two and one-half million dollars (\$2,500,000) within the Investment Period, in accordance with Section 12-44-30(14) of the Act.

“Phase” or “Phases” in respect to the Project means the Economic Development Property placed in service during each year of the Investment Period, as extended.

“Phase Termination Date” means, with respect to each Phase of the Project, the day twenty-nine years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the 29<sup>th</sup> full calendar year, after the end of the Investment Period.

“Project” is further defined herein to mean the Equipment, Improvements, and the Project Site, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Project Site” means the real property upon which any part of the Project is to be constructed and expanded, as described in **Exhibit A** attached hereto, as may be amended from time to time by approval of the County Administrator or by adoption of a Resolution by County Council, together with all and singular, the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company and, as applicable, any Sponsor Affiliate; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Components” means the following types of components or Phases of the Project or portions thereof, all of which the Company and, as applicable, any Sponsor Affiliate, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and, as applicable, any Sponsor Affiliate and treated as a Removed Component under Section 3.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company, or that otherwise has a contractual relationship with the Company with respect to the Project, whose investment with respect to the Project shall be considered part of the Investment and qualify for FILOT Payments pursuant to Section 3.1 hereof and Sections 12-44-30(20) and 12-44-130 of the Act and who joins and delivers a Joinder Agreement in a form substantially similar to that attached hereto as **Exhibit B** or who has otherwise joined as a party to this Fee Agreement.

**Section 1.2 Amendments.** Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement is deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

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

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

(b)     The Project constitutes a “project” within the meaning of the Act.

(c)     By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

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

(a)     The Company is a corporate entity, authorized or to be authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

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

(c)     The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for such purposes as permitted under the Act, as the Company may deem appropriate.

(d)     The availability of the FILOT with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Company to undertake the Project in the County.

## **ARTICLE III FILOT PAYMENTS**

**Section 3.1**     ***Negotiated Payments.***

(a)     Pursuant to Section 12-44-50 of the Act, the Company and, as applicable, any Sponsor Affiliate, are required to make FILOT Payments on all Economic Development Property that it placed in service on or before each December 31 within the Investment Period.

(b)     The amount of such annual FILOT Payments shall be determined by the following procedure:

Step 1:   Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes

for any real property (provided, if real property is constructed for the fee or is purchased in an arms-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and, as applicable, any Sponsor Affiliate, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company, and, as applicable, any Sponsor Affiliate, under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of 6.0% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 29 years thereafter or such longer period of years that the annual FILOT Payment is permitted to be made by the Company and, as applicable, by any Sponsor Affiliate, under the Act.

Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to 316.1 mills, which the parties believe to be that rate in effect on June 30, 2019, for all taxing entities for the Project Site (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of 30 years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, any Sponsor Affiliate, under the Act.

(c) The County agrees that the Project and Project Site shall be incorporated and remain in the Park during the Fee Term. If, for any reason, the Project Site and Project is ever excluded from the Park then the County shall ensure that the Project shall be immediately placed into another multi-county industrial park arrangement established pursuant to the MCIP Act, to which the County is a party and that would enable the Company to receive the benefits afforded by having the Project incorporated into a Park.

(d) In the event that the Act, the above-described FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company and, as applicable, any Sponsor Affiliate, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company and, as applicable, any Sponsor Affiliate, shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, and, as applicable, any Sponsor Affiliate, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company and, as applicable, any Sponsor Affiliate, to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company, and, as applicable, any Sponsor Affiliate, with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

### **Section 3.2      *Failure to Achieve Minimum Investment Requirements***

(a) In the event the Company, together with any Sponsor Affiliates, fails to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company, with respect to its Economic Development Property only, and, as applicable, any Sponsor Affiliate, with respect to its Economic Development Property only, shall pay the County a “Deficiency Amount”. The Deficiency Amount shall be equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company, and, as applicable, any Sponsor Affiliate, would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company, and, as applicable, each Sponsor Affiliate, has made with respect to its Economic Development Property through and including the end of the Investment Period.

(b) In the event a Deficiency Amount is determined to be owing pursuant to this Section 3.2, it shall be payable to the County on or before the second (2<sup>nd</sup>) January 15 following the last day of the Investment Period. Any Deficiency Amount determined to be owing shall be subject to the minimum amount of interest that the Act may require.

(c) The remedies stated herein shall be the County’s sole remedies for the Company’s, and as applicable, any Sponsor Affiliate’s, failure to meet the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation Requirement.

**Section 3.3      *FILOT Payments on Replacement Property.*** If the Company and, as applicable, any Sponsor Affiliate, elect to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company, and, as applicable, any Sponsor Affiliate shall make statutory payments in lieu of *ad valorem taxes* with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company and, as applicable, the Sponsor Affiliate, with respect to such Replacement Property, shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual FILOT Payments are available to the Company and any Sponsor Affiliate for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company and, as applicable, any Sponsor Affiliate, with respect to the Excess Value, shall be equal to the payment that would be due if the property were not Economic Development Property.

**Section 3.4      *Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.*** In the event of a Diminution in Value of any Phase of the Project after the Investment Period and during the remainder of the Fee Term, the FILOT Payments with regard to that Phase of the Project shall be reduced



in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

**Section 3.5      *Place and Allocation of FILOT Payments.*** The Company and, as applicable, any Sponsor Affiliate, shall make the above-described FILOT Payments directly to the County in accordance with applicable law as to payment, collection and enforcement of FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

**Section 3.6      *Removal of Equipment.*** The Company and, as applicable, any Sponsor Affiliate, shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (Removed Components) shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable, or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) hereof.

**Section 3.7      *Damage or Destruction of Project.***

(a)      *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to terminate this Fee Agreement in accordance with Section 3.21.

(b)      *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company and, as applicable, any Sponsor Affiliate, do not elect to terminate this Fee Agreement, the Company and, as applicable, any Sponsor Affiliate may, in their sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company and, as applicable, any Sponsor Affiliate, to the County under Section 3.1 hereof, to the extent allowed by the Act.

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

**Section 3.8      *Condemnation.***

(a)      *Complete Taking.* If, at any time during the Fee Term, title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued operation of the Project commercially infeasible in the judgment of the Company and, as applicable, any Sponsor Affiliate, then the Company or, as applicable, any Sponsor Affiliate (with respect to its Project property only) shall have the option to terminate this Fee Agreement in accordance with Section 3.21.

(b)      *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company and, as applicable, any Sponsor Affiliate, may elect: (i) to terminate this Fee Agreement in accordance with Section 3.21 (with respect to its Project property only); (ii) to repair and restore the Project,

with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 3.9     *Maintenance of Existence.*** The Company and, as applicable, any Sponsor Affiliate agree (i) that they shall not take any action which will materially impair the maintenance of their corporate existence and (ii) that they will maintain their good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the corporate existence of the Company or, as applicable, any Sponsor Affiliate, that result from internal restructuring or reorganization of the Company or, as applicable, any Sponsor Affiliate, or their parents are specifically authorized hereunder; and further, subject to the requirements to satisfy the Minimum Investment requirement under the Act, the Company and, as applicable, any Sponsor Affiliate are entitled to cease operations of the Project at any time without that cessation constituting an Event of Default under this Fee Agreement. Likewise, benefits granted to the Company and, as applicable, any Sponsor Affiliate, under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.12 hereof. Such transfers to a successor entity substantially similar in nature and function to the Company and, as applicable, any Sponsor Affiliate, are specifically approved and authorized by the County without any further action by the County Council.

**Section 3.10     *Confidentiality/Limitation on Access to Project.*** The County acknowledges and understands that the Company and, as applicable, any Sponsor Affiliate, utilize confidential and proprietary “state-of-the-art” information and data in their operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company’s operations and, as applicable, any Sponsor Affiliate’s operations, could result in substantial and irreparable harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent, or contractor of the County: (i) will request or be entitled to receive any such confidential or proprietary information; (ii) will request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) will knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the foregoing, whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company, and, as applicable, any Sponsor Affiliate, or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company, and, as applicable, any Sponsor Affiliate, or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company, and, as applicable, any Sponsor Affiliate or owner to comply with this provision, the Company, and, as applicable, any Sponsor Affiliate, or owner agrees to pay the statement for attorneys’ fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents. With respect to such fees, penalties, assessment or damages imposed by the County, only the individual party failing or refusing to furnish such information shall be liable therefor. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, any Sponsor Affiliate, or owner may require the execution of reasonable, individual confidentiality and non-disclosure agreements by any officers, employees or agents

of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

**Section 3.11 Addition of Sponsor Affiliates.** Upon request of and at the expense of the Company, the County may approve, by adoption of a resolution by County Council, any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and which agrees to be bound by the provisions hereof to be further evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in the form attached to this Fee Agreement as **Exhibit B**, subject to any changes approved by the County Council Chairman that are not materially adverse to the County.

**Section 3.12 Assignment and Subletting.** This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company and, as applicable, any Sponsor Affiliate, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any consent of the County for such assignment or sublease is required by the Act and requested, the County may grant such consent by adoption of a Resolution, not to be unreasonably withheld. Notwithstanding the foregoing, upon notice in writing to the County Administrator, any assignment to an entity owned by, which owns, or that shares a common owner with the Company, and, as applicable, any Sponsor Affiliate, is approved and authorized by the County without further action of County Council.

**Section 3.13 Events of Default.** The following are “Events of Default” under this Fee Agreement, and the term “Events of Default” means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or, as applicable, any Sponsor Affiliate, to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company or, as applicable, the Sponsor Affiliate, shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure of the Company or, as applicable, any Sponsor Affiliate, to make payment of any other amounts payable to the County under this Fee Agreement, of which default has not been cured within ninety (90) days of written notice of nonpayment from the County.

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

**Section 3.14 Remedies on Default.** Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, any Sponsor Affiliate, of such default and after the expiration of a ninety (90) day cure period shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

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



(c) Any remedies that the County may take pursuant to this section shall only be taken against that party who is in default.

(d) The County's sole remedy for failure of the Sponsor, together with any Sponsor Affiliates, as applicable, to achieve the Contract Minimum Investment Requirement and Contract Minimum Jobs Creation Requirement shall be the Deficiency Amount pursuant to Section 3.2.

**Section 3.15 Collection of FILOT Payments.** In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

**Section 3.16 Remedies Not Exclusive.** No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

**Section 3.17 Leased Equipment.** To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company and, as applicable, any Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at the Company's or Sponsor Affiliates' sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company, and, as applicable, any Sponsor Affiliate and so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate, as applicable, on their respective SCDOR PT-300.

**Section 3.18 Waiver of Recapitulation Requirements.** As permitted under Section 12-44-55 of the Act, the Company, and, as applicable, any Sponsor Affiliate, and the County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company, and, as applicable, any Sponsor Affiliate, provides the County with copies of all filings which the Company is required to make pursuant to the Act.

**Section 3.19 Fiscal Year; Property Tax Year.** If the Company's and, as applicable, any Sponsor Affiliates, fiscal year changes so as to cause a change in the Company's or Sponsor Affiliates' property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly but only with respect to the party whose fiscal year changes.

**Section 3.20 Reports; Filings.**

(a) Each year during the term of this Fee Agreement, the Company, and, as applicable, any Sponsor Affiliate, shall deliver to the Anderson County Auditor a copy of their most recent annual property tax returns filed with the Department with respect to the applicable portions of the Project.

(b) The Company shall file a copy of this Agreement, as well as a copy of the completed forms PT-443 of the Department, with the Anderson County Auditor, the Anderson County Assessor, and the Department within thirty (30) days after the date of execution and delivery hereof.

**Section 3.21 Termination.** Prior to the stated expiration of the Term of this Agreement, the Company may, at any time by written notice to the County, provide for the termination of this Agreement, effectively immediately upon giving such notice or upon such date as may be specified in the notice; provided that the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the sole consequence to the Company shall be that it shall no longer be entitled to the benefit of the FILOT Payments provided herein and the property constituting the Project shall thereafter be subject to *ad valorem* tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

#### **ARTICLE IV MISCELLANEOUS**

**Section 4.1 Notices.** Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party may hereafter furnish in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:           Anderson County, South Carolina  
  ATTN: County Administrator  
  Post Office Box 8002  
  Anderson, South Carolina 29622

WITH A COPY TO:           Anderson County, South Carolina  
(shall not constitute notice)   ATTN: County Attorney  
  Post Office Box 8002  
  Anderson, South Carolina 29622

AS TO THE COMPANY:       [Project Snake]  
  ATTN:  
  Street  
  City

WITH A COPY TO:           Firm  
(shall not constitute notice)   ATTN:  
  Street  
  City

**Section 4.2 Binding Effect.** This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company, any Sponsor Affiliate and the County, and their respective successors and assigns, to the extent allowed by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from

time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

**Section 4.3     *Counterparts.*** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

**Section 4.4     *Governing Law.*** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

**Section 4.5     *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**Section 4.6     *Amendments.*** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

**Section 4.7     *Further Assurance.*** From time to time, and at the Company's and Sponsor Affiliates' expense, the County agrees to execute and deliver to the Company and Sponsor Affiliates such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 4.8     *Severability.*** If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company, and, as applicable, any Sponsor Affiliate, with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, any Sponsor Affiliate, the strong inducement to locate the Project in the County.

**Section 4.9     *Limited Obligation.*** NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY, OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

**Section 4.10     *Force Majeure.*** The Company, and, as applicable, any Sponsor Affiliate, shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's, and, as applicable, any Sponsor Affiliates' reasonable control.

*[signatures on following pages]*



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

ANDERSON COUNTY, SOUTH CAROLINA

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

\_\_\_\_\_  
Dated

(SEAL)

ATTEST:

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

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

[PROJECT SNAKE]

\_\_\_\_\_  
[NAME]

[TITLE]

DATE\_\_\_\_\_

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

[SPONSOR AFFILIATE]

\_\_\_\_\_  
[NAME]  
[TITLE]

DATE\_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**



## **EXHIBIT B**

### **JOINDER AGREEMENT**

Reference is hereby made to (i) that certain Fee Agreement effective [ENTER], 2019 ("Fee Agreement"), between Anderson County, South Carolina ("County"), [Project Snake] ("Company") and [Sponsor Affiliate].

#### **1. Joinder to Fee Agreement.**

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement except the following: \_\_\_\_\_; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

#### **2. Capitalized Terms.**

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

#### **3. Governing Law.**

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

#### **4. Notice.**

Notices under Section 4.1 of the Fee Agreement shall be sent to:

[ \_\_\_\_\_ ]

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity

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

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

Its: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ORDINANCE NO. 2019-025**

**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 "Code"), to regulate the use of State highways and roadways through the establishment of traffic regulations; and,

**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; and,

**WHEREAS**, the County, acting by and through its Council, is authorized by Section 56-5-4210 of the 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; and,

**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 Midway Road (S-4-76) to U.S Highway 29 North, as set forth in **Exhibit A** attached hereto and made a part hereof (the "Road"); and,

**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; and,

**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 Code, on the Road.
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 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 or 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 \_\_\_\_\_ 2019.

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

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

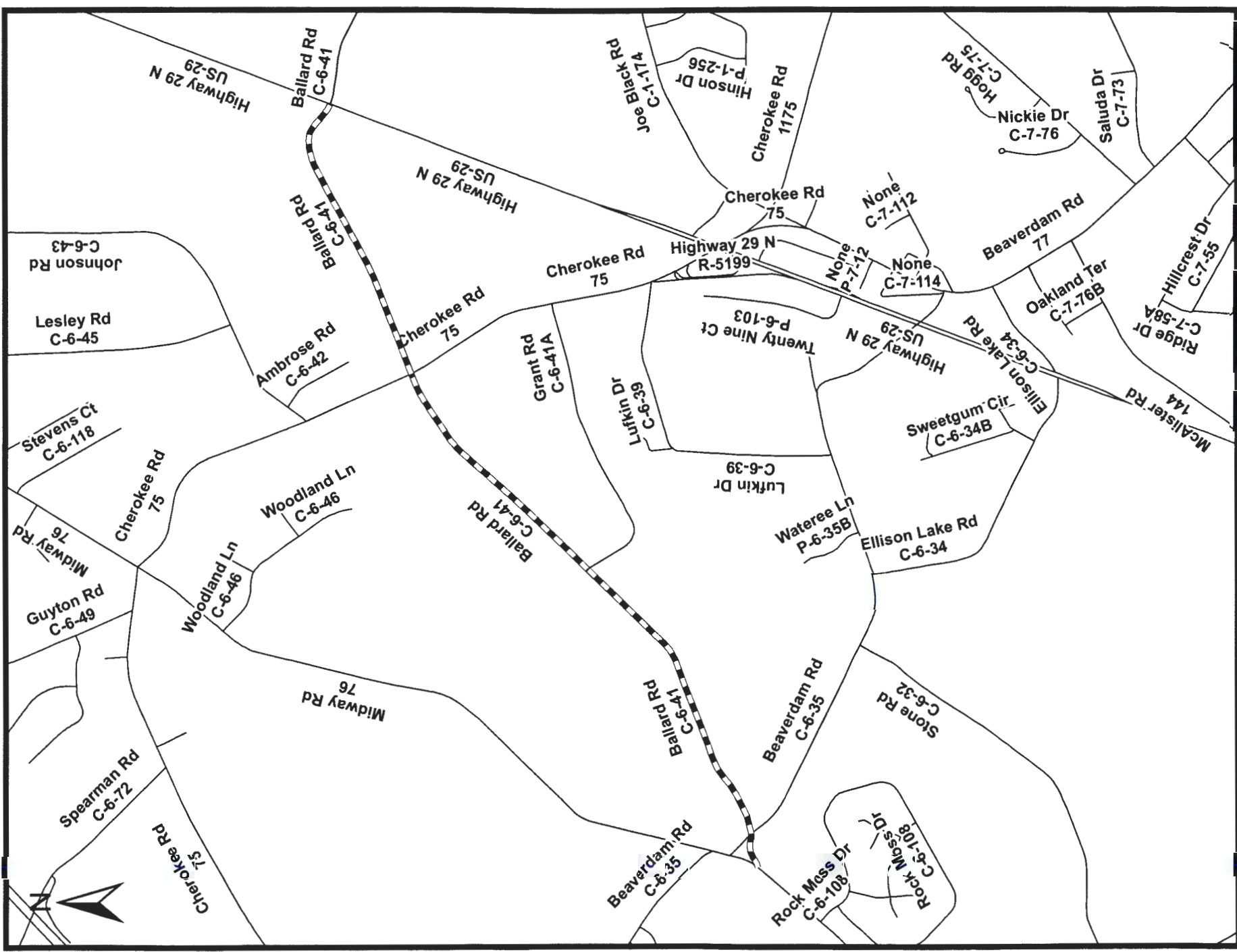
\_\_\_\_\_  
Lacey A. Croegaert  
Anderson County Clerk to Council

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

First Reading: \_\_\_\_\_, 2018  
Second Reading: \_\_\_\_\_, 2018  
Public Hearing: \_\_\_\_\_, 2018  
Third Reading: \_\_\_\_\_, 2018



# Exhibit A



**ORDINANCE NO. 2019-026**

**AN ORDINANCE IMPOSING A PROHIBITION ON CERTAIN MOTOR VEHICLE TRAFFIC ON CAMELOT FOREST (C-18-0012); 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 "Code"), to regulate the use of State highways and roadways through the establishment of traffic regulations; and,

**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; and,

**WHEREAS**, the County, acting by and through its Council, is authorized by Section 56-5-4210 of the Code to regulate or prohibit, in whole or in part, the operation of any specified class of size of motor vehicle on County maintained roads, whenever such regulation is necessary to provide for the public's safety; and,

**WHEREAS**, truck traffic has increased on Camelot Forest, 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: Camelot Forest (C-18-0012), running from Big Creek Road (S-4-54) to Glenwood Street Extension (S-4-207), as set forth in **Exhibit A** attached hereto and made a part hereof (the "Road"); and,

**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: and,

**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 Code, on the Road.
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 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 or 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 \_\_\_\_\_ 2019.

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

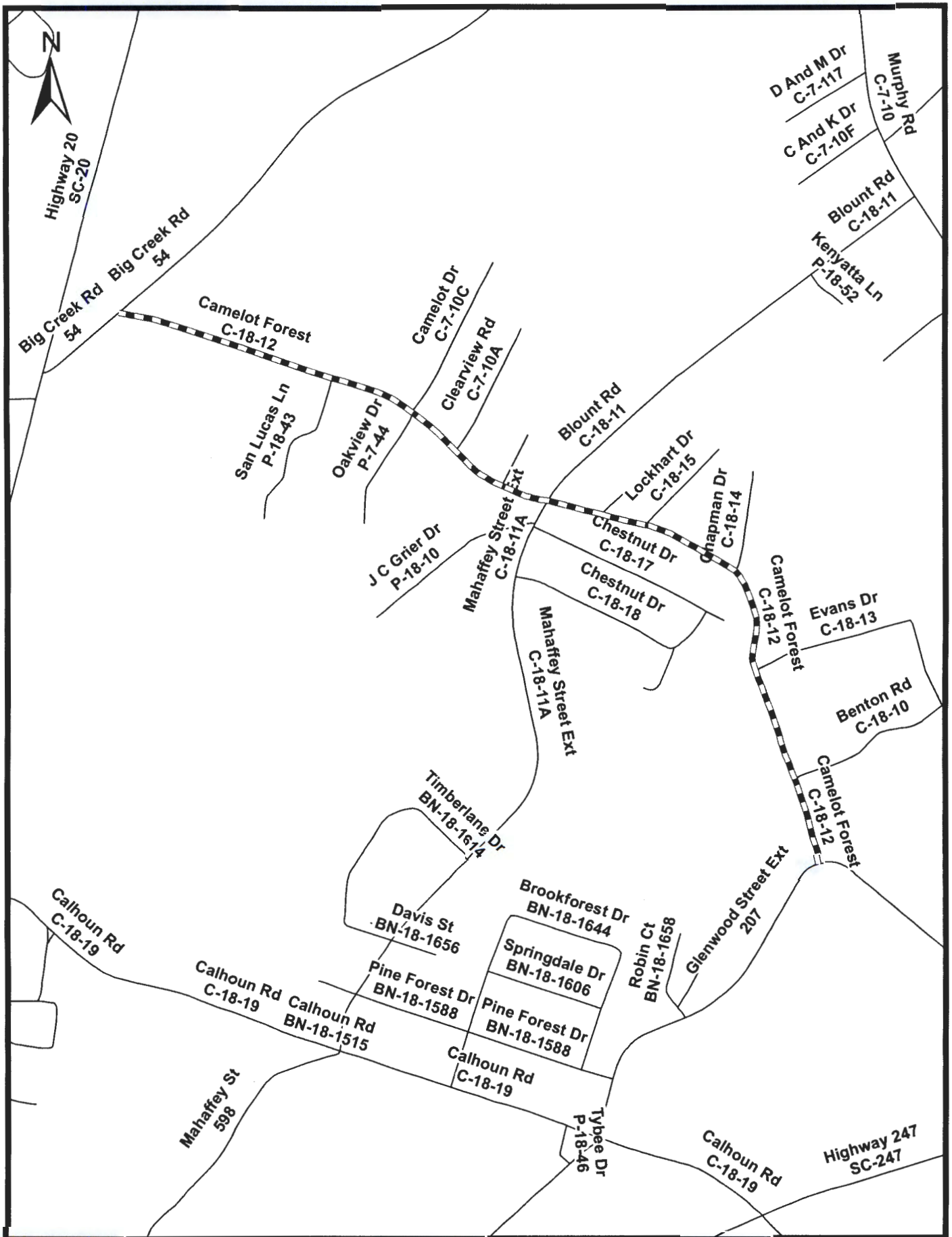
\_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

\_\_\_\_\_  
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





# Volume Study

400 feet from Glenwood Street Ext

Station ID:  
400 feet from Glenwood Street Ext

Latitude: 0' 0.0000 Undefined

Start Time	29-Apr-19		Tue		Wed		Thu		Fri		Sat		Sun		Week Average	
	From Glen	Towards	From Gle	Towards	From Gle	Towards	From Gle	Towards	From Gle	Towards	From Gle	Towards	From Gle	Towards	From Gle	Towards
12:00 AM	*	*	1	2	5	1	2	1	2	3	5	4	3	0	3	2
01:00	*	*	0	0	0	0	1	0	2	2	0	0	2	3	1	1
02:00	*	*	0	0	1	0	2	2	4	1	2	0	1	0	2	0
03:00	*	*	2	1	5	1	1	0	1	1	3	3	1	3	2	2
04:00	*	*	2	2	0	1	1	1	0	1	0	0	1	2	1	1
05:00	*	*	3	6	2	7	2	3	1	7	1	1	0	1	2	4
06:00	*	*	6	11	11	10	10	14	12	12	1	4	0	1	7	9
07:00	*	*	12	16	17	14	14	15	5	12	5	6	0	5	9	11
08:00	*	*	8	5	6	3	5	9	11	13	8	7	4	5	7	7
09:00	*	*	9	12	6	11	2	6	5	8	8	10	4	11	6	10
10:00	*	*	9	11	10	18	11	15	5	8	8	21	9	5	9	13
11:00	*	*	9	12	11	6	15	12	8	12	10	8	6	5	10	9
12:00 PM	*	*	7	8	7	12	6	17	11	8	18	12	15	22	11	13
01:00	*	*	11	12	7	9	12	8	9	12	13	15	17	15	12	12
02:00	*	*	12	8	13	13	16	12	13	12	13	13	15	7	14	11
03:00	21	13	15	18	20	15	15	11	25	21	16	19	16	15	18	16
04:00	10	12	22	16	9	15	15	12	16	20	19	12	11	8	15	14
05:00	12	15	21	19	24	28	16	20	22	19	9	7	14	15	17	18
06:00	12	17	16	7	12	16	13	10	15	21	13	10	13	11	13	13
07:00	13	13	11	10	10	9	12	14	15	11	15	15	20	13	14	12
08:00	12	6	10	10	8	4	4	9	13	10	11	6	10	8	10	8
09:00	3	10	6	9	6	6	9	9	12	9	4	5	7	9	7	8
10:00	6	5	1	3	3	4	5	4	6	11	4	5	5	5	4	5
11:00	3	3	2	3	1	2	8	6	3	1	7	3	3	2	4	3
Lane Day	92	94	195	201	194	205	197	210	216	235	193	186	177	171	198	202
	186		396		399		407		451		379		348		400	
AM Peak	-	-	07:00	07:00	07:00	10:00	11:00	07:00	06:00	08:00	11:00	10:00	10:00	09:00	11:00	10:00
Vol.	-	-	12	16	17	18	15	15	12	13	10	21	9	11	10	13
PM Peak	15:00	18:00	16:00	17:00	17:00	17:00	14:00	17:00	15:00	15:00	16:00	15:00	19:00	12:00	15:00	17:00
Vol.	21	17	22	19	24	28	16	20	25	21	19	19	20	22	18	18

# Volume Study

400 feet from Glenwood Street Ext

Station ID:  
400 feet from Glenwood Street Ext

Latitude: 0' 0.0000 Undefined

Start Time	06-May-19		Tue		Wed		Thu		Fri		Sat		Sun		Week Average	
	From Glen	Towards	From Gle	Towards	From Gle	Towards	From Gle	Towards	From Gle	Towards	From Gle	Towards	From Gle	Towards	From Gle	Towards
12:00 AM	1	1	*	*	*	*	*	*	*	*	*	*	*	*	1	1
01:00	1	0	*	*	*	*	*	*	*	*	*	*	*	*	1	0
02:00	1	0	*	*	*	*	*	*	*	*	*	*	*	*	1	0
03:00	2	2	*	*	*	*	*	*	*	*	*	*	*	*	2	2
04:00	1	3	*	*	*	*	*	*	*	*	*	*	*	*	1	3
05:00	4	4	*	*	*	*	*	*	*	*	*	*	*	*	4	4
06:00	15	14	*	*	*	*	*	*	*	*	*	*	*	*	15	14
07:00	10	15	*	*	*	*	*	*	*	*	*	*	*	*	10	15
08:00	8	9	*	*	*	*	*	*	*	*	*	*	*	*	8	9
09:00	7	8	*	*	*	*	*	*	*	*	*	*	*	*	7	8
10:00	8	10	*	*	*	*	*	*	*	*	*	*	*	*	8	10
11:00	11	8	*	*	*	*	*	*	*	*	*	*	*	*	11	8
12:00 PM	5	11	*	*	*	*	*	*	*	*	*	*	*	*	5	11
01:00	2	6	*	*	*	*	*	*	*	*	*	*	*	*	2	6
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Lane	76	91	0	0	0	0	0	0	0	0	0	0	0	0	76	91
Day	167		0		0		0		0		0		0		167	
AM Peak	06:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	06:00	07:00
Vol.	15	15	-	-	-	-	-	-	-	-	-	-	-	-	15	15
PM Peak	12:00	12:00	-	-	-	-	-	-	-	-	-	-	-	-	12:00	12:00
Vol.	5	11	-	-	-	-	-	-	-	-	-	-	-	-	5	11

Comb. Total	353	396	399	407	451	379	348	567
ADT	ADT 394	AADT 394						

**ORDINANCE NO. 2019-027**

**AN ORDINANCE IMPOSING A PROHIBITION ON CERTAIN MOTOR VEHICLE TRAFFIC ON MURPHY ROAD (C-07-0010), SOUTHBOUND LANE ONLY; 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 "Code"), to regulate the use of State highways and roadways through the establishment of traffic regulations; and,

**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; and,

**WHEREAS**, the County, acting by and through its Council, is authorized by Section 56-5-4210 of the Code to regulate or prohibit, in whole or in part, the operation of any specified class of size of motor vehicle on County maintained roads, whenever such regulation is necessary to provide for the public's safety; and,

**WHEREAS**, truck traffic has increased on Murphy 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: Murphy Road (C-7-0010), running from Big Creek Road (S-4-54) to SC Highway 247, as set forth in **Exhibit A** attached hereto and made a part hereof (the "Road"); and,

**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: and,

**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 Code, on the Road.
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 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 or 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 \_\_\_\_\_ 2019.

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

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

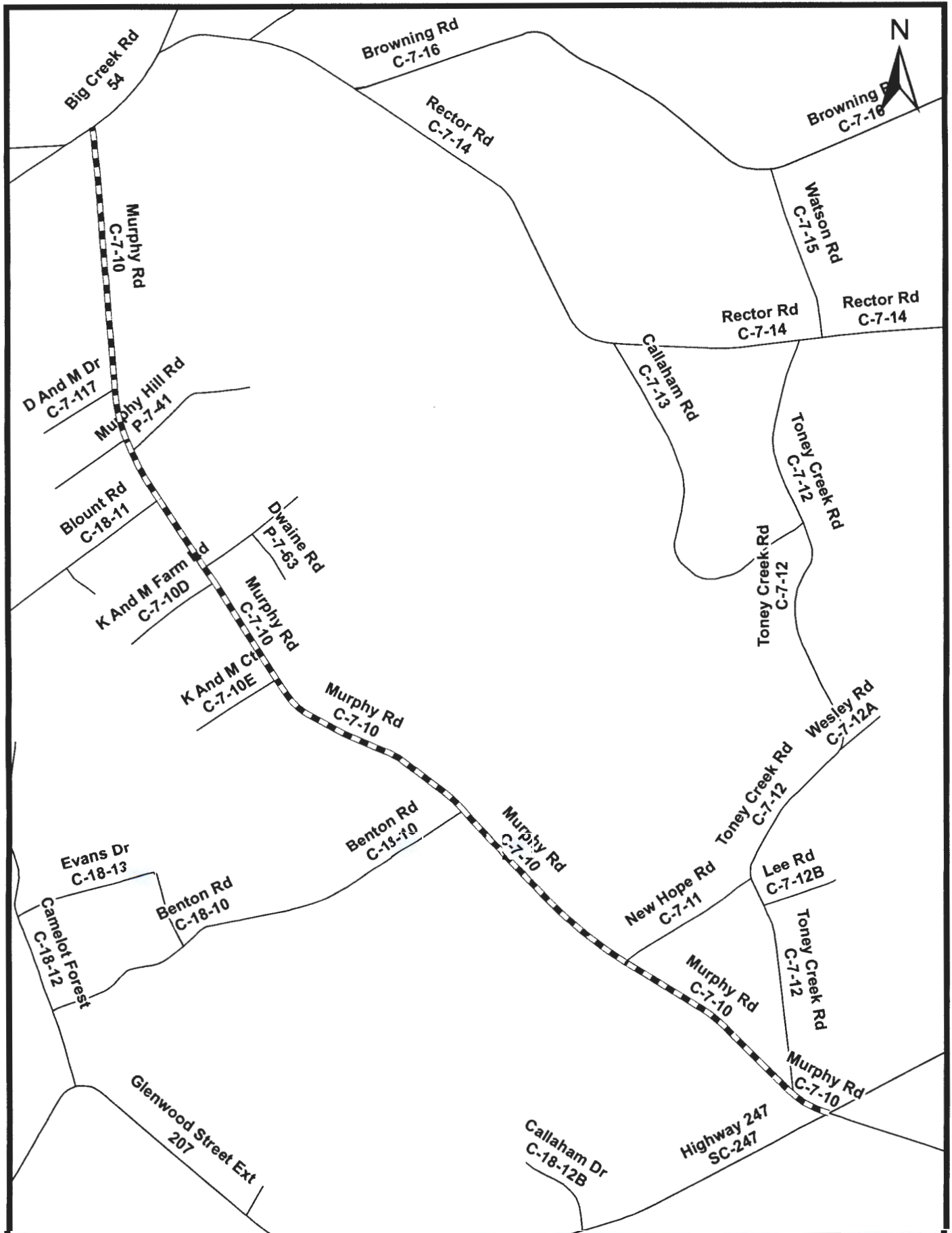
\_\_\_\_\_  
Lacey A. Croegaert  
Anderson County Clerk to Council

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

First Reading: \_\_\_\_\_, 2018  
Second Reading: \_\_\_\_\_, 2018  
Public Hearing: \_\_\_\_\_, 2018  
Third Reading: \_\_\_\_\_, 2018



## Exhibit A



# Volume Study

Station ID: 3600' from Hwy 247

Latitude: 0' 0.0000 Undefined

Start Time	23-Apr-18		Tue		Wed		Thu		Fri		Sat		Sun		Week Average	
	Towards H	From Hw	Towards	From Hw	Towards	From Hw	Towards	From Hw	Towards	From Hw	Towards	From Hw	Towards	From Hw	Towards	From Hw
12:00 AM	*	*	*	*	*	*	*	*	*	*	7	8	5	8	6	8
01:00	*	*	*	*	*	*	*	*	*	*	2	1	1	3	2	2
02:00	*	*	*	*	*	*	*	*	*	*	6	7	4	3	5	5
03:00	*	*	*	*	*	*	*	*	*	*	4	5	5	2	4	4
04:00	*	*	*	*	*	*	*	*	*	*	7	5	3	5	5	5
05:00	*	*	*	*	*	*	*	*	*	*	5	3	3	8	4	6
06:00	*	*	*	*	*	*	*	*	*	*	7	14	2	10	4	12
07:00	*	*	*	*	*	*	*	*	*	*	6	21	4	10	5	16
08:00	*	*	*	*	*	*	*	*	*	*	16	29	20	19	18	24
09:00	*	*	*	*	*	*	*	*	*	*	28	44	21	33	24	38
10:00	*	*	*	*	*	*	*	*	*	*	28	30	35	33	32	32
11:00	*	*	*	*	*	*	*	*	6	8	30	36	19	29	18	24
12:00 PM	*	*	*	*	*	*	*	*	28	25	40	30	34	35	34	30
01:00	*	*	*	*	*	*	*	*	30	30	35	29	34	54	33	38
02:00	*	*	*	*	*	*	*	*	34	30	34	35	38	37	35	34
03:00	*	*	*	*	*	*	*	*	39	48	40	46	45	29	41	41
04:00	*	*	*	*	*	*	*	*	53	41	47	42	35	28	45	37
05:00	*	*	*	*	*	*	*	*	46	42	43	46	36	35	42	41
06:00	*	*	*	*	*	*	*	*	53	44	41	37	30	34	41	38
07:00	*	*	*	*	*	*	*	*	39	21	40	28	29	32	36	27
08:00	*	*	*	*	*	*	*	*	27	31	28	32	29	23	28	29
09:00	*	*	*	*	*	*	*	*	26	20	18	19	20	29	21	23
10:00	*	*	*	*	*	*	*	*	21	13	25	12	12	13	19	13
11:00	*	*	*	*	*	*	*	*	12	14	10	10	8	6	10	10
Lane	0	0	0	0	0	0	0	0	414	367	547	569	472	518	512	537
Day	0		0		0		0		781		1116		990		1049	
AM Peak	-	-	-	-	-	-	-	-	11:00	11:00	11:00	09:00	10:00	09:00	10:00	09:00
Vol.	-	-	-	-	-	-	-	-	8	8	30	44	35	33	32	38
PM Peak	-	-	-	-	-	-	-	-	16:00	15:00	16:00	15:00	15:00	13:00	16:00	15:00
Vol.	-	-	-	-	-	-	-	-	53	48	47	46	45	54	45	41

# Volume Study

Station ID: 3600' from Hwy 247

Latitude: 0' 0.0000 Undefined

Start Time	30-Apr-18		Tue		Wed		Thu		Fri		Sat		Sun		Week Average	
	Towards H	From Hw	Towards	From Hw	Towards	From Hw	Towards	From Hw	Towards	From Hw	Towards	From Hw	Towards	From Hw	Towards	From Hw
12:00 AM	2	5	1	4	10	3	5	7	5	6	*	*	*	*	5	5
01:00	2	5	5	2	6	2	3	4	2	1	*	*	*	*	4	3
02:00	1	1	3	3	2	0	2	1	2	4	*	*	*	*	2	2
03:00	3	3	2	2	1	1	1	3	2	1	*	*	*	*	2	2
04:00	2	10	4	8	13	1	2	8	7	12	*	*	*	*	6	8
05:00	11	11	7	10	19	10	9	14	9	13	*	*	*	*	11	12
06:00	16	31	16	33	39	5	14	30	12	27	*	*	*	*	19	25
07:00	48	52	52	61	109	12	55	61	52	51	*	*	*	*	63	47
08:00	28	50	30	40	56	6	26	53	38	39	*	*	*	*	36	38
09:00	18	22	13	23	52	8	18	30	3	0	*	*	*	*	21	17
10:00	16	33	19	25	43	9	17	28	*	*	*	*	*	*	24	24
11:00	16	22	20	21	41	13	23	28	*	*	*	*	*	*	25	21
12:00 PM	26	20	29	18	29	29	27	28	*	*	*	*	*	*	28	24
01:00	31	26	38	10	27	35	27	33	*	*	*	*	*	*	31	26
02:00	35	24	49	20	36	23	44	28	*	*	*	*	*	*	41	24
03:00	38	28	70	16	38	34	43	48	*	*	*	*	*	*	47	32
04:00	57	37	85	8	36	36	52	42	*	*	*	*	*	*	58	31
05:00	51	46	96	10	63	45	63	56	*	*	*	*	*	*	68	39
06:00	36	38	74	8	68	34	43	47	*	*	*	*	*	*	55	32
07:00	35	30	83	11	36	29	43	33	*	*	*	*	*	*	49	26
08:00	34	13	52	9	25	25	31	25	*	*	*	*	*	*	36	18
09:00	24	18	45	13	19	24	19	21	*	*	*	*	*	*	27	19
10:00	13	4	26	9	14	10	19	12	*	*	*	*	*	*	18	9
11:00	8	12	13	9	14	8	9	10	*	*	*	*	*	*	11	10
Lane	551	541	832	373	796	402	595	650	132	154	0	0	0	0	687	494
Day	1092		1205		1198		1245		286		0		0		1181	
AM Peak	07:00	07:00	07:00	07:00	07:00	11:00	07:00	07:00	07:00	07:00	-	-	-	-	07:00	07:00
Vol.	48	52	52	61	109	13	55	61	52	51	-	-	-	-	63	47
PM Peak	16:00	17:00	17:00	14:00	18:00	17:00	17:00	17:00	-	-	-	-	-	-	17:00	17:00
Vol.	57	46	96	20	68	45	63	56	-	-	-	-	-	-	68	39

Comb. Total	1092	1205	1198	1245	1067	1116	990	2230
ADT	ADT 1,138	AADT 1,138						

**ORDINANCE NO. 2019-028**

**AN ORDINANCE IMPOSING A PROHIBITION ON CERTAIN MOTOR VEHICLE TRAFFIC ON STONEYBROOK ROAD (C-01-0170); 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 "Code"), to regulate the use of State highways and roadways through the establishment of traffic regulations; and,

**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; and,

**WHEREAS**, the County, acting by and through its Council, is authorized by Section 56-5-4210 of the Code to regulate or prohibit, in whole or in part, the operation of any specified class of size of motor vehicle on County maintained roads, whenever such regulation is necessary to provide for the public's safety; and,

**WHEREAS**, truck traffic has increased on Stoneybrook 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: Stoneybrook Road (C-01-0170), running from Easley Highway (SC-8) to Ballard Road (C-6-41), as set forth in **Exhibit A** attached hereto and made a part hereof (the "Road"); and,

**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: and,

**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 Code, on the Road.
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 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 or 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 \_\_\_\_\_ 2019.

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

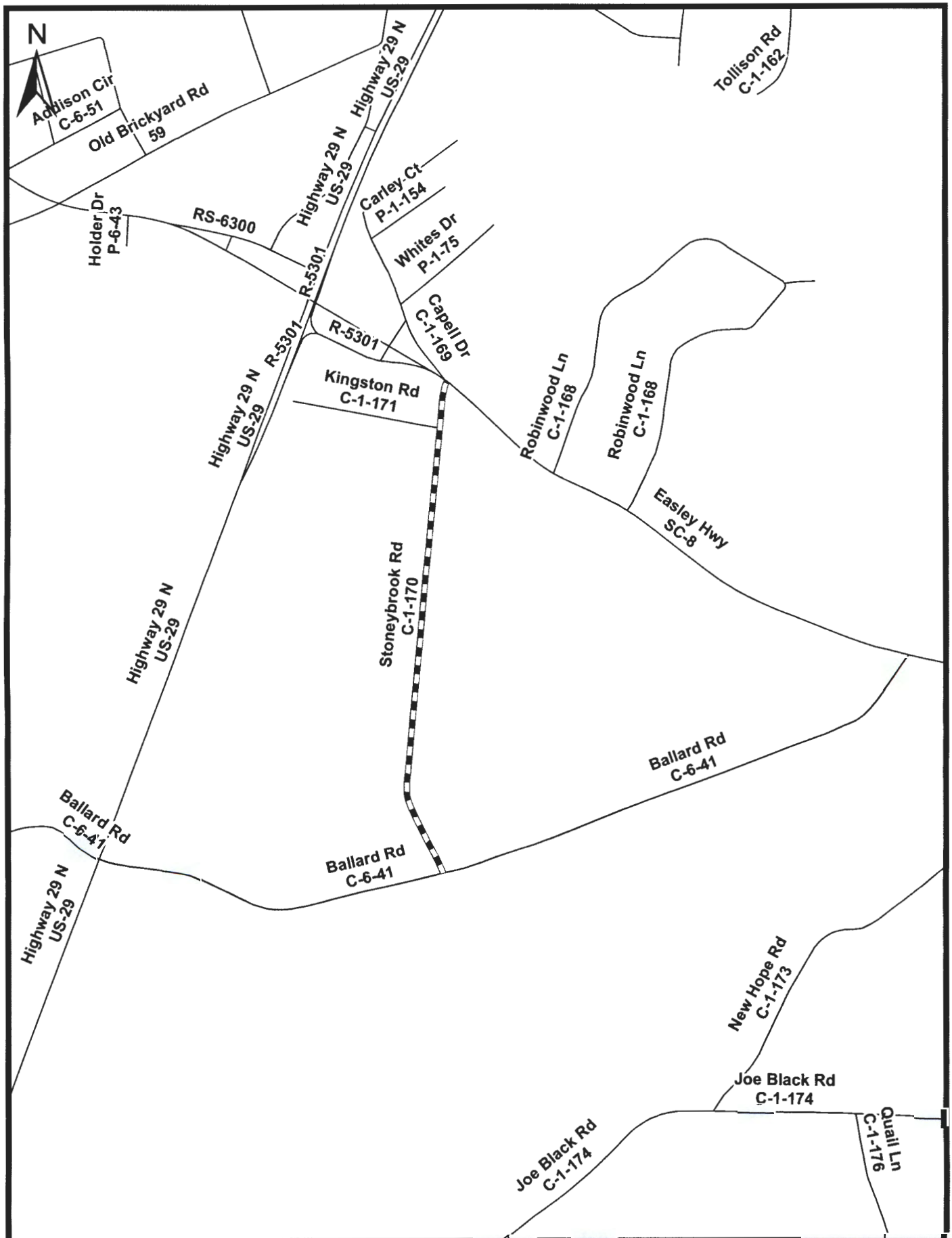
\_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

\_\_\_\_\_  
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



STATE OF SOUTH CAROLINA	)	RESOLUTION 2019-030
	)	INDUCEMENT RESOLUTION
ANDERSON COUNTY	)	

IDENTIFYING A PROJECT TO SATISFY THE REQUIREMENTS OF TITLE 12, CHAPTER 44 OF THE SOUTH CAROLINA CODE, SO AS TO ALLOW INVESTMENT EXPENDITURES INCURRED BY A COMPANY KNOWN TO THE COUNTY AS PROJECT SNAKE, ITS AFFILIATES AND RELATED ENTITIES, TO QUALIFY AS EXPENDITURES ELIGIBLE FOR A FEE-IN-LIEU OF TAXES ARRANGEMENT WITH ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County (the “County”) is a political subdivision of the State of South Carolina and as such has all powers granted to counties by the Constitution and the general law of this State; and

*WHEREAS*, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”) (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the “State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment; and (iii) to make and execute contracts pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), the County is authorized (i) to develop multi-county industrial or business parks in partnership with counties having contiguous borders with the County and (ii) to include within the boundaries of such parks the property of eligible companies; and

*WHEREAS*, a company known to the County as Project Snake, as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates that the Sponsor may designate and the County may approve in accordance with the Act (collectively, “Company”), contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and to the extent allowed by law, plans to expand its manufacturing facility in the County through the acquisition, construction, lease, and purchase of certain real property, buildings, furnishings, fixtures, apparatuses, and equipment (collectively, the “Project”), which will result in approximately \$8,500,000 in new investment in real and personal property in the County and the creation of approximately 68 new jobs; and

*WHEREAS*, as an inducement for the Project, the Company requests and the County desires to provide certain incentives, including but not limited to, the following: (1) the incentive of a FILOT arrangement as authorized by the Act for a term of 30 years and having a fixed assessment ratio of 6% with a fixed millage rate equal to the lowest millage rate permitted pursuant to Section 12-44-50(A)(1)(D) of the Act, the terms of which shall be further set forth in a fee-in-lieu of *ad valorem* taxes agreement between the County and the Company (“Fee Agreement”); (2) the placement of the Project in a multi-county industrial park of which the County is a member county; and (3) any other incentives that may be set forth in the Fee Agreement or other agreements by and between the County and the Company (collectively, the “Incentives”); and

*WHEREAS*, the parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the delivery of the Incentives; and

*WHEREAS*, in accordance with Section 12-44-40 of the Act, and based on information provided by the Company, the County has determined that (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits, not otherwise adequately provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of the County or any incorporated municipality; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

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

Section 1. **Project Identification for Purposes of the Act.** The County hereby identifies the Project as a “project” as contemplated by Section 12-44-40 of the Act.

Section 2. **Project Findings.** Based on information provided by the Company, the County hereby finds and affirms its determination that: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or incorporated municipality and or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 3. **Authorization to Negotiate Incentives.** The County shall negotiate in good faith the Incentives and the agreements relating thereto, including but not limited to the Fee Agreement.

Section 4. **Placement of Project in a Multi County Industrial Park.** The County shall use its best efforts to cause the Project, if not already so placed, to be located within the boundaries of a multi county industrial park as provided in Article VIII, Section XIII of the South Carolina Constitution and the MCIP Act.

Section 5. **Past and Future Acts.** The County Council hereby authorizes the Chair of the County Council and other County staff, along with any designees or agents designated thereby, including the County’s attorney for this Project, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as are allowed by law and as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Resolution and induce the Company to locate the Project in the County, and authorizes and ratifies all actions previously undertaken by Authorized Individuals with respect to the Project and the actions contemplated by this Resolution.

Section 6. **Severability.** Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 7. **Repealer Clause.** All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.



**Resolved** in a meeting duly assembled this 18<sup>th</sup> day of June 2019.

**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 A. Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

**Anderson County Building & Codes**  
**Monthly Activity Report**  
**May-19**

<b>Total Number Permit Transactions:</b>	<b>840</b>
<i>New Single Family:</i>	<u>58</u>
<i>New Multi-Family:</i>	<u>          </u>
<i>Residential Additions/Upgrades:</i>	<u>14</u>
<i>Garages/Barns/Storage:</i>	<u>33</u>
<i>New Manufactured Homes:</i>	<u>15</u>
<i>New Commercial:</i>	<u>5</u>
<i>Commercial Upfits/Upgrades:</i>	<u>5</u>
<i>Courtesy Permits/Fees Waived:</i>	<u>1</u> (See Attached)

**Inspection Activity:**

<i>Citizens Inquiries:</i>	<u>85</u> (Includes Updating Sub-Standard Cases)
<i>(New &amp; Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>	
<i>Tall Grass Complaints (New and Follow Ups):</i>	<u>50</u>
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<u>934</u>
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<u>19</u>
<i>Manufactured Home Inspections:</i>	<u>91</u>
<b>Total Number of Inspections (Site Visits) for Department:</b>	<b><u>1179</u></b>

**Reviews/Misc. Activity:**

<i>Plans Reviewed:</i>	<u>174</u>	(Includes preliminary consultations, resubmittals and solar)
<i>Mech/Elec/Plumb Reviews:</i>	<u>28</u>	(Includes residential solar)
<i>New Derelict Manufactured Home Cases:</i>	<u>0</u>	
<i>Hearings:</i>	<u>0</u>	
<i>Court Cases:</i>	<u>0</u>	

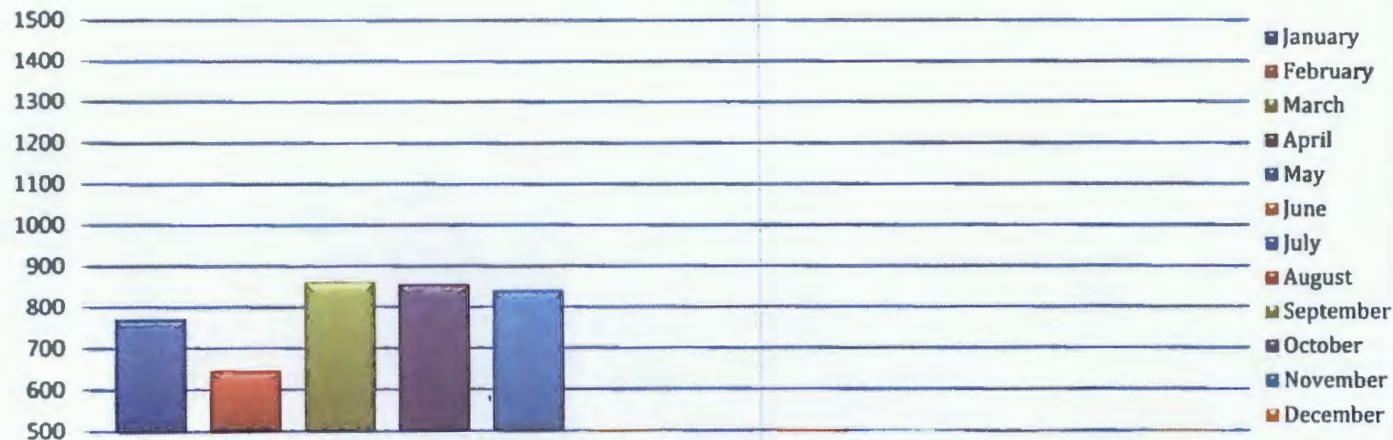
**Revenue Collected:**

<i>Reinspection Fees Collected:</i>	<u>\$260.00</u>	
<i>Plan Review Revenue:</i>	<u>\$13,774.80</u>	
<b>Total Revenue For The Month:</b>	<b><u>\$96,432.40</u></b>	

## Anderson County Building & Codes Permits Issued for 2019

<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	178	185	121	133	86	17	10	39	769
February	181	154	95	102	64	6	6	38	646
March	237	228	126	129	84	11	18	29	862
April	232	221	132	132	79	15	13	31	855
May	219	256	115	112	82	12	15	29	840
June	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0
August	0	0	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0	0	0
November	0	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>1047</b>	<b>1044</b>	<b>589</b>	<b>608</b>	<b>395</b>	<b>61</b>	<b>62</b>	<b>166</b>	<b>3972</b>

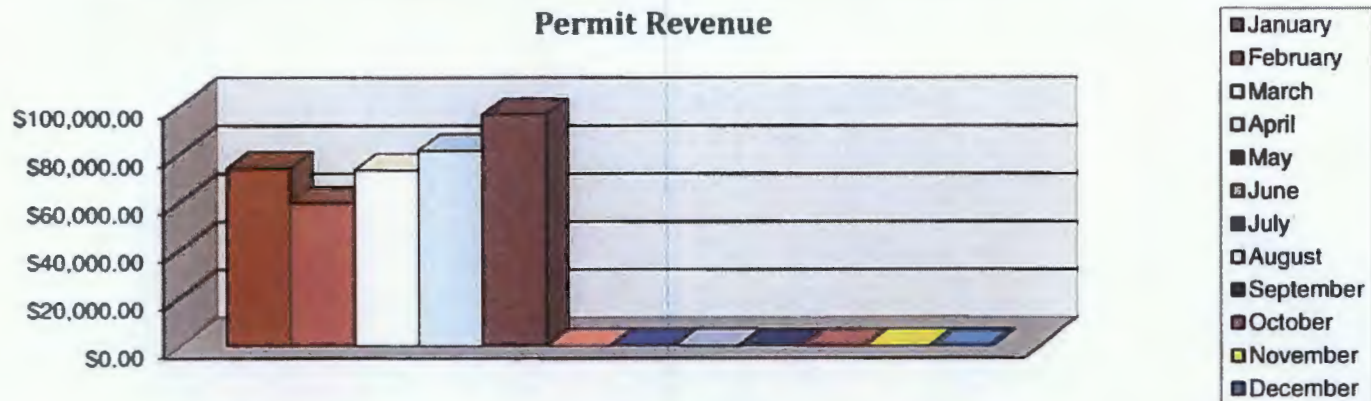
**Permits Issued**





## Anderson County Building & Codes Permit Revenue for 2019

<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	\$43,648.80	\$11,291.00	\$5,620.00	\$7,895.00	\$1,891.20	\$675.00	\$150.00	\$3,141.50	\$74,312.50
February	\$33,766.00	\$10,541.00	\$4,332.50	\$5,455.00	\$1,534.20	\$270.00	\$75.00	\$3,710.30	\$59,684.00
March	\$37,851.60	\$12,461.00	\$4,714.50	\$8,141.00	\$2,413.60	\$495.00	\$270.00	\$7,067.00	\$73,413.70
April	\$43,991.00	\$13,438.00	\$5,959.50	\$8,580.00	\$2,164.30	\$585.00	\$195.00	\$6,655.70	\$81,568.50
May	\$49,681.40	\$15,751.00	\$4,978.50	\$8,685.00	\$2,536.70	\$540.00	\$225.00	\$14,034.80	\$96,432.40
June	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
July	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
August	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
September	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
October	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
November	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
December	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$208,938.80</b>	<b>\$63,482.00</b>	<b>\$25,605.00</b>	<b>\$38,756.00</b>	<b>\$10,540.00</b>	<b>\$2,565.00</b>	<b>\$915.00</b>	<b>\$34,609.30</b>	<b>\$385,411.10</b>





**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 **May-19**

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	58	58	\$13,110,829			
Single-family houses, attached <i>- Separated by ground to roof wall, No miles above or below, and Separate heating systems &amp; utility meters</i>		102						
Two-family buildings		103						
Three-and four-family buildings		104						
Five-or-more family buildings		105						
<b>TOTAL: Sum of 101-105</b>		109	58	58	\$13,110,829	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	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction (omit cents)	Number of		Valuation of Construction (omit cents)
			Buildings	Housing Units		Buildings	Housing Units	
			(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	1		\$382,460			
Public works and utilities		325	1		\$135,000			
Schools and other educational		326						
Stores and customer services		327	3		\$2,293,340			
Other nonresidential buildings		328	19		\$636,005			
Structures other than buildings		329	16		\$358,868			
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	14		\$556,450			
Nonresidential and non-housekeeping		437	5		\$3,935,735			
Additions of residential garages and carports <i>(attached and detached)</i>		438	14		\$364,799			
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)		(e)	(f)	
Single-family houses (attached and detached)		645	5					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	7					

BCR021  
REQUESTED BY: TEDOWDY

ANDERSON COUNTY BUILDING CODES  
CENSUS REPORT FOR 5/01/2019 TO 5/31/2019  
COURTESY PERMITS

8:37:14 6/03/19 PAGE 1

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
=====				
MOD 702	COURTESY PERMIT/NO CHARGE			
201906232	5/09/2019	550,000.00	HOMELAND PARK VOLUNTEER FIRE DEPT INC	COURTESY PERMIT/NO CHARGE
TOTALS:	1	550,000.00		

June 12, 2019

DISTRICT 1 - SPECIAL PROJECTS  
001-5829-001-241  
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	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)
10/16/2018	10/31/2018	65863	SC Genealogical Society	(500.00)
11/7/2018	11/14/2018	66278	Anderson Free Clinic	(4,000.00)
11/7/2018	11/14/2018	66454	Anderson YMCA	(3,000.00)
12/4/2018	12/12/2018	67331	Outdoor Dream Foundation	(1,500.00)
1/8/2019	1/23/2019	68763	GAMAC	(1,500.00)
2/19/2019	2/27/2019	70210	Meals on Wheels (Connector Run)	(500.00)
3/5/2019	3/20/2019	70983	Anderson Voices for Animals	(100.00)
3/5/2019	3/20/2019	71005	Cancer Association of Anderson	(100.00)
3/19/2025	4/3/2019	71696	Westside Community Center (Employability Class)	(250.00)
4/2/2019	4/17/2019	72182	Proverbs Mentoring Organization	(1,000.00)
6/4/2019	6/5/2019	73961	Dove Catering (census Bureau @ Westside Community Building)	

SUB-TOTAL 309.43

Committed:

Ending Balance 309.43

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

Lacey Croegaert  
Jana Pressley

Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager

DATE: June 13, 2019  
DATE: June 12, 2019

June 12, 2019

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)
10/16/2018	10/31/2018	65753	Calvary Home for Children (Halloween, Thanksgiving and Birthday Activities)	(1,000.00)
10/16/2018	10/31/2018	65827	New Foundations (Halloween and Thanksgiving)	(1,000.00)
11/20/2018	12/5/2018	67011	Empowerment Resource Fund (Men at Work)	(10,000.00)
11/20/2018	12/5/2018	67066	New Foundation Home for Children	(1,000.00)
11/20/2018	12/5/2018	67106	SC Dogs Therapy Group	(1,000.00)
11/20/2018	12/5/2018	67112	Shalom	(1,000.00)
10/16/2018	11/30/2018	8059 - Treas	Anderson Chapter National Federation of the Blind (Christmas Dinner)	(1,000.00)
12/18/2018	1/9/2019	68260	Shalom	(1,000.00)
1/22/2019	1/30/2019	69068	Friends of Sadler's Creek State Park	(1,000.00)
2/5/2019	2/13/2019	69614	City of Anderson Recreation (Programs for Seniors and Children)	(2,000.00)
2/5/2019	2/13/2019	8075 - Treas	Dove Catering (Valentine Banquet for Seniors)	(667.80)
2/19/2019	2/27/2019	70116	Alpha Kappa Alpha Sorority (Scholarship assistance)	(500.00)
2/19/2019	2/27/2019	70224	Palmetto Knights (Athlete Fighters Competition)	(1,000.00)
3/5/2019	3/20/2019	71051	Generation 4	(1,000.00)
4/2/2019	4/17/2019	72182	Proverbs Mentoring Organization	(1,500.00)
5/7/2019	5/22/2019	73477	Anderson Jets Track Club	(500.00)
6/4/2019	6/5/2019	73961	Dove Catering (Westside Community Luncheon for Census Bureau)	(1,000.00)
SUB-TOTAL				8,273.43
<u>Committed:</u>				
8/15/2017			Games for Rehab Center	(341.23)
2/5/2019			Senior Citizen Valentine Luncheon	(1,332.20)
6/4/2019			Empowerment Resource Fund (Men at Work)	(200.00)
6/4/2019			Nevitt Forest Elementary (graduation Celebration)	(500.00)
Ending Balance				5,900.00

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

Lacey Croegaert  
Jana Pressley

Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager

DATE: June 13, 2019  
DATE: June 12, 2019

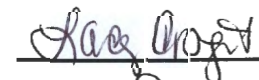
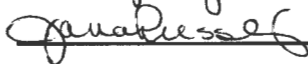


June 12, 2019

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	9/7/2018	9033 JE	Parker Bowie	(2,250.00)
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)
10/2/2018	10/17/2018	65216	Anderson District 3 ( Crescent Elite Shooters)	(500.00)
10/16/2018	10/31/2018	65863	SC Genealogical Society	(200.00)
11/20/2018	12/5/2018	66984	City of Belton	(2,500.00)
12/4/2018	12/12/2018	67331	Outdoor Dream Foundation	(500.00)
2/5/2019	2/13/2019	69726	Starr Athletic Association	(4,000.00)
2/5/2019	2/13/2019	69657	Hejaz Shriners	(750.00)
3/19/2025	4/3/2019	71545	Belton Alliance	(2,000.00)
3/19/2019	4/3/2019	71580	Foothills Community Foundation (Leadership Class)	(1,000.00)
3/19/2025	4/3/2019	71697	Westside Community Center (Employability Class)	(300.00)
5/9/2019	5/13/2019	JE 9125	Parks - PARD Grant for Parker Bowie	(1,186.54)
			<b>SUB-TOTAL</b>	<b>1,000.00</b>
			<u>Committed:</u>	
4/2/2019			Sheriff Office for Wireless Lanyard	(1,000.00)
			Ending Balance	0.00

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

  
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Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager

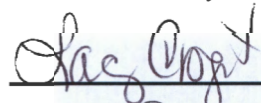
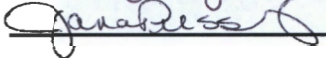
DATE: June 13, 2019  
DATE: June 12, 2019

June 12, 2019

DISTRICT 4 - SPECIAL PROJECTS  
001-5829-004-241  
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	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)
10/2/2018	10/17/2018	65216	Anderson District 3 ( Crescent Elite Shooters)	(500.00)
10/2/2018	10/17/2018	65100	Townville Recreation	(4,000.00)
11/6/2018	11/14/2018	66362	Anderson Lights of Hope	(500.00)
12/4/2018	12/12/2018	67331	Outdoor Dream Foundation	(1,000.00)
2/19/2019	2/27/2019	70224	Palmetto Knights ( Athlete Fighters Competition)	(500.00)
3/5/2019	3/20/2019	70983	Anderson Voices for Animals	(100.00)
3/5/2019	3/20/2019	71005	Cancer Association of Anderson	(100.00)
3/5/2019	3/20/2019	71103	Pendleton Farmers Society	(5,000.00)
3/19/2025	4/3/2019	71537	Anderson School District 4 (SC National Archery Tournament)	(1,000.00)
3/19/2019	4/3/2019	71581	Foothills Community Foundation (Leadership Class)	(1,000.00)
4/2/2019	4/17/2019	72138	Junior League of Anderson	(500.00)
4/2/2019	4/17/2019	72182	Proverbs Mentoring Organization	(300.00)
4/2/2019	5/8/2019	72950	SC Physically Handicapped Society	(100.00)
5/7/2019	5/22/2019	73372	Human Relations Council	(1,000.00)
5/7/2019	5/22/2019	73543	Safe Harbor	(500.00)
5/7/2019	5/22/2019	73477	Anderson Jets Track Club	(500.00)
5/7/2019	5/22/2019	73411	Cancer Association of Anderson	(500.00)
5/21/2019	6/12/2019	74266	Randall Arendt (Development Standards Workshop 06/14/19 at Civic Center)	(400.00)
SUB-TOTAL				15,956.99
<u>Committed:</u>				
Ending Balance				15,956.99

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

  
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Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: June 13, 2019

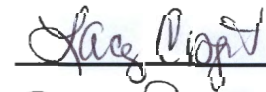
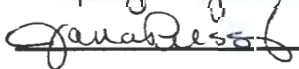
DATE: June 12, 2019

June 12, 2019

DISTRICT 5 - SPECIAL PROJECTS  
001-5829-005-241  
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	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)
10/16/2018	10/31/2018	65863	SC Genealogical Society	(466.98)
11/6/2018	11/13/2018	Transfer 1014	Transfer to Civic Center - Cavaliers Football	(1,110.00)
11/6/2018	11/14/2018	66362	Anderson Lights of Hope	(1,000.00)
12/4/2018	12/12/2018	67331	Outdoor Dream Foundation	(1,500.00)
12/18/2018	1/18/2019	JE 9082	Parks Dept. - Equinox Park	(2,500.00)
12/18/2018	1/18/2019	JE 9082	Parks Dept. - Wellington Park	(1,250.00)
1/22/2019	2/6/2019	69366	Foothills Alliance	(1,500.00)
2/5/2019	2/13/2019	69645	Friends of Sadler's Creek State Park	(1,500.00)
2/5/2019	2/13/2019	69723	Sons of Confederate Veterans	(500.00)
2/5/2019	2/13/2019	69658	Hejaz Shriners	(750.00)
3/5/2019	3/20/2019	70983	Anderson Voices for Animals	(500.00)
3/5/2019	3/20/2019	71005	Cancer Association of Anderson	(100.00)
3/19/2019	4/3/2019	71582	Foothills Community Foundation (Leadership Class)	(1,500.00)
3/19/2025	4/3/2019	71698	Westside Community Center (Employability Class)	(1,500.00)
4/2/2019	5/8/2019	72950	SC Physically Handicapped Society	(300.00)
5/7/2019	5/22/2019	7373	Human Relations Council	(1,000.00)
5/7/2019	5/22/2019	73477	Anderson Jets Track Club	(500.00)
5/21/2019	6/12/2019	74266	Randall Arendt (Development Standards Workshop 06/14/19 at Civic Center)	(1,500.00)
SUB-TOTAL				6,560.05
<u>Committed:</u>				
6/4/2019			Anderson Cavaliers (ASEC Rent)	(490.00)
Ending Balance				6,070.05

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

  
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Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: June 13, 2019

DATE: June 12, 2019

June 12, 2019

DISTRICT 6 - SPECIAL PROJECTS  
001-5829-006-241  
FY Ended June 30, 2019

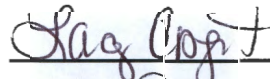
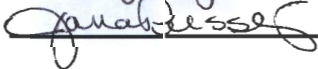
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	1,194.45
7/10/2018	7/18/2018	61738	Distinguished Young Women of Anderson County	(500.00)
8/21/2018	8/29/2018	63292	CESA - Tri County	(3,000.00)
8/21/2018	8/29/2018	63389	Powersville High (Fishing Team)	(500.00)
8/21/2018	8/29/2018	63391	Powersville 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	Powersville League of Athletic Youth (Mower and turf accessories)	(5,000.00)
9/18/2018	9/26/2018	64558	Powersville League of Athletic Youth (Ball fields and Gym rental)	(5,000.00)
2/5/2019	2/7/2019	JE 9095	Saluda River Rally	(1,500.00)
3/5/2019	3/20/2019	71005	Cancer Association of Anderson	(100.00)
3/19/2019	4/3/2019	71642	Piedmont Crime Watch (Payable to Piedmont Public Service District)	(300.00)
4/2/2019	4/17/2019	72117	Foothills Community Foundation (Disc Golf)	(2,000.00)
4/2/2019	5/8/2019	72950	SC Physically Handicapped Society	(100.00)
5/7/2019	5/22/2019	73544	Safe Harbor	(500.00)
5/7/2019	5/22/2019	73411	Cancer Association of Anderson	(500.00)
5/21/2019	6/12/2019	74266	Randall Arendt (Development Standards Workshop 06/14/19 at Civic Center)	(400.00)

SUB-TOTAL 5,794.45

Committed:

Ending Balance 5,794.45

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

  
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Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager

DATE: June 13, 2019  
DATE: June 12, 2019

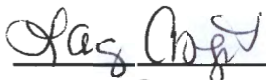



June 12, 2019

DISTRICT 7 - SPECIAL PROJECTS  
001-5829-007-241  
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	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)
10/16/2018	10/31/2018	65863	SC Genealogical Society	(250.00)
10/16/2018	10/31/2018	65894	Town of Honea Path (Senior Citizens)	(250.00)
11/6/2018	11/14/2018	66362	Anderson Lights of Hope	(250.00)
10/16/2018	N/A	N/A	Cheddar Youth Center (Released 11/20/18)	0.00
11/6/2018	12/5/2018	67135	Town of Pelzer (check voided)	0.00
2/5/2019	2/7/2019	JE 9095	Saluda River Rally	(1,000.00)
5/21/2019	6/12/2019	74266	Randall Arendt (Development Standards Workshop 06/14/19 at Civic Center)	(150.00)
SUB-TOTAL				5,000.00
<u>Committed:</u>				
11/6/2018			ACOG Grant administering for Town of Pelzer	(5,000.00)
Ending Balance				0.00

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

  
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Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager

DATE: June 13, 2019  
DATE: June 12, 2019

## Paving Report - May, 2019

Total	\$2,270,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer In	\$770,842.04
Committed	\$2,270,840.04
AVAILABLE	\$2.00

Prepared by: Sherry McGraw  
Date: 6/11/2019

Certified by: Neil Carney

*NW Carney* Date 6/13/19

Approved Date	Project	Projects/Towns-Cities/Other		Total Spent to Date	Completion Date
		Scope	Appropriated Amount		
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	
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	\$2,700.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$0.00	
08/21/18	School District Road in D6	Paving	\$20,000.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$60,000.00	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$1,800.00	
		Totals:	\$2,270,840.04	\$344,258.55	

Road Name	District	Scope of Work	Estimate	Total Spent to Date	Completion Date
Hobson Road	1	CS/Pave	\$83,571	\$0.00	
Oakridge Court	1	CS/Pave	\$18,908	\$0.00	
Harbison Drive	7	FDP/Pave	\$46,633	\$0.00	
Plantation Road	4	CIPR	\$51,000	\$0.00	
Branch Road	4	CIPR	\$86,288	\$0.00	
Valley Drive	4	CIPR	\$43,144	\$0.00	
Meadow Road	4	CIPR	\$51,584	\$0.00	
Governor's Boulevard	1	FDR/Pave	\$171,024	\$1,800.00	
Hopewell Ridge	7	CIPR/Pave	\$152,636	\$0.00	
Winding Creek Road	7	CIPR/Pave	\$73,901	\$0.00	
Creekside Court	7	CIPR/Pave	\$14,425	\$0.00	
Crossridge Lane	7	CIPR/Pave	\$17,224	\$0.00	
Old Oak trail	7	CIPR/Pave	\$21,092	\$0.00	
Grove Road	2/3	Pave	\$142,944	\$0.00	
Shirley Drive	2	Pave	\$175,467	\$0.00	
Airline Road	3/5	FCP/ST/FS	\$243,293	\$0.00	
Firetower Road	6/4	FCP/ST/FS	\$142,982	\$0.00	
Old Webb Road	5	FCP/Pave	\$184,905	\$0.00	
Holden Lane	5	Milling/Grinder/Pave	\$10,515	\$0.00	
Cely Lane	6	FDP/Pave	\$244,679	\$0.00	
			\$1,976,215	\$1,800.00	

FDP = Full-Depth Patching; FDR = Full-Depth Reclamation; ST = Single Treatment; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

## District 1 Paving Report

Through May 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$182,180.00
Committed	\$65,290.81
Transferred to account 001-5828-000-261	\$116,889.19
<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			
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		
	* Released money so it could be added to money available and transferred into account 001-5828-000-261				
		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 May 31, 2019

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
June 11, 2019

Certified By: Neil Carney      Neil Carney  
Date

NWC  
6/13/19

## District 2 Paving Report

Through May 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$136,090.00
Committed	\$0.00
Transferred to account # 001-5828-000-261	\$136,090.00
<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/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		
	* Released money so it could be added to money available and transferred into account 001-5828-000-261				
		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 May 31, 2019

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
June 11, 2019

Certified By: Neil Carney  
Date

Neil Carney  
6/13/19



## District 3 Paving Report

Through May 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$122,250.00
Committed	\$42,691.46
Transferred to account # 001-5828-000-261	\$79,558.54
<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			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/8/2013	Town of Iva	Grading/Drainage	\$45,000.00	\$26,352.74	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	\$32,352.39	

		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	
* Released money so it could be added to money available and transferred into account 001-5828-000-261					
		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 May 31, 2019

Prepared By: Sherry McGraw

## Roads and Bridges

Date \_\_\_\_\_

Sherry McGraw

June 11, 2019

Certified By: Neil Carney

Neil Carney

Date \_\_\_\_\_

Now  
6/13/19

## District 4 Paving Report

Through May 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$120,845.00
Committed	\$12,457.00
Transferred to account # 001-5828-000-261	\$108,388.00
<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					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
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					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$108,388.00		
	* Released money so it could be added to money available and transferred into account 001-5828-000-261				
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 May 31, 2019

Prepared By: Sherry McGraw Roads & Bridges  
Date

Sherry McGraw  
June 11, 2019

Certified By: Neil Carney Neil Carney  
Date

Neil Carney  
6/13/19

# District 5 Paving Report

Through May 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$196,150.00		
Committed	\$0.00		
Transferred to account # 001-5828-000-261	\$196,150.00	\$195,148.00	\$1,002.00
<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					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
		Totals:	\$0.00	\$0.00	

District 5 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$196,148.00		
	* Released money so it could be added to money available and transferred into account 001-5828-000-261				
	* Transferred \$1,000.00 less than was needed (plus the \$2.00 available). Filled out paperwork 12/12/18 to transfer \$1,002.00 to 000				
		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 May 31, 2019

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
June 11, 2019

Certified By: Neil Carney  
Date

Neil Carney  
6/13/19

## District 6 Paving Report

Through May 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$129,570.00
Committed	\$20,000.00
Transferred to account # 001-5828-000-261	\$109,570.00
<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					
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		
	* Released money so it could be added to money available and transferred into account 001-5828-000-261				
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 May 31, 2019

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
June 11, 2019

Certified By: Neil Carney Neil Carney  
Date

Neil Carney  
6/13/19



## District 7 Paving Report

Through May 31, 2019

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$109,045.00
Committed	\$85,663.46
Transferred to account # 001-5828-000-261	\$24,196.31
<b>AVAILABLE</b>	<b>-\$814.77</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	\$25,627.46	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00	\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00	\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00	\$23,970.60	incomplete
Totals:			\$172,500.00	\$100,410.61	

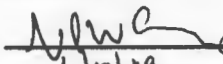
District 7 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/15/2017	Paving (Pending C-Fund match)		\$5,411.00		
	* Released money so it could be added to money available and transferred into account 001-5828-000-261				
Totals:			\$5,411.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of May 31, 2019

Prepared By: Sherry McGraw Roads and Bridges  
Date

Sherry McGraw  
June 11, 2019

Certified By: Neil Carney  
Date

  
6/13/19

## Council Meeting: June 18, 2019

Attached transfers have been posted to General Ledger. This is notice to council of the processed transfers.

## BUDGET TRANSFER

DIVISION: Central Administrative Service

DEPARTMENT: Assessor

FROM:		TO:	AMOUNT:
TITLE	<u>Training</u>	TITLE	<u>Meals</u>
ACCT.#	<u>001-5044-000-277</u>	ACCT#	<u>001-5044-000-236</u> \$ <u>200.00</u>
TITLE	<u></u>	TITLE	<u></u>
ACCT.#	<u></u>	ACCT#	<u></u> \$ <u></u>

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

REASON:

To cover negative balance. Additional funds needed to cover meals for appraisal staff to attend the SCAAO conference. (South Carolina Association of Assessing Officials)

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 #

1041

DATE:

DATE:

DATE:

DATE:

DATE:

6/4/19

6/5/19

6/5/19

6-6-19

6 6 19

## BUDGET TRANSFER

DIVISION:

Civil / Criminal

DEPARTMENT:

CLERK OF COURT

FROM:

TITLE  
ACCT.#

001.5052.000.1160  
Health Insurance

TITLE  
ACCT.#

TITLE  
ACCT.#

TITLE  
ACCT.#

TITLE  
ACCT.#

TO:

TITLE  
ACCT.#

001.5052.000.347  
Photocopy

TITLE  
ACCT.#

TITLE  
ACCT.#

TITLE  
ACCT.#

TITLE  
ACCT.#

AMOUNT:

\$2,000

Total

\$2,000  
-0.00

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

REASON:

To Pay bills for vendor Xerox

Increase in number of copies used, has increased  
cost this FY.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

M. Rogers

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

[Signature]

Journal Entry #

1041

DATE:

DATE:

DATE:

DATE:

DATE:

6-2-19

6 6 19

## BUDGET TRANSFER

DIVISION: Sheriff's Office

DEPARTMENT: Forensics Laboratory (-5142)

FROM:	TO:	AMOUNT:
TITLE <u>Safety Supplies</u>	TITLE <u>Equipment Repairs</u>	
ACCT.# <u>001-5142-000-284</u>	ACCT# <u>001-5142-000-251</u>	<u>2,000.<sup>00</sup></u>
TITLE <u>Dues and Subscriptions</u>	TITLE <u>Equipment Repairs</u>	
ACCT.# <u>001-5142-000-211</u>	ACCT# <u>001-5142-000-251</u>	<u>800.<sup>00</sup></u>
TITLE _____	TITLE _____	_____
ACCT.# _____	ACCT# _____	_____
TITLE _____	TITLE _____	_____
ACCT.# _____	ACCT# _____	_____
TITLE _____	TITLE _____	_____
ACCT.# _____	ACCT# _____	_____

Total

\$2,800.00

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

REASON: Mandatory compliance upgrades required new instrument controllers.

4

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

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

DEPT. HEAD: [Signature]

DATE: 5/29/19

DIVIS HEAD: [Signature]

DATE: 5/29/19

FINANCE: [Signature]

DATE: 5-29-19

ADMINISTRATOR: [Signature]

DATE: 5-30-19

Journal Entry # 1041

DATE: 6-6-19



## BUDGET TRANSFER

DIVISION: PUBLIC WORKS

DEPARTMENT: SOLID WASTE

FROM:		TO:	AMOUNT:
TITLE	Asphalt	TITLE	Insurance - Vehicles
ACCT.#	420-5954-000-261	ACCT#	420-5954-000-228 250.00
TITLE	Asphalt	TITLE	Water
ACCT.#	420-5954-000-261	ACCT#	420-5954-000-286 2000.00
TITLE	Asphalt	TITLE	Registration Fee
ACCT#	420-5954-000-261	ACCT#	420-5954-000-294 300.00
TITLE	Asphalt	TITLE	Small Hand Tools
ACCT.#	420-5954-000-261	ACCT#	420-5954-000-260 1000.00
TITLE		TITLE	
ACCT.#		ACCT#	
Total			0.00

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

### REASON:

Budget was underestimated due to increased rates on insurance, water and registration fees. Repair tools are needed for the maintenance truck to work on equipment.

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

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

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

1041

5/29/19

5/29/19

6/2/19

6-3-19

6/6/19

## BUDGET TRANSFER

**DIVISION:** Central Administrative Service

DEPARTMENT: Register of Deeds

FROM:		TO:		AMOUNT:	
TITLE	<u>Office Supply</u>	TITLE	<u>Travel</u>		
ACCT.#	<u>5059-000-229-269</u>	ACCT#	<u>5059-000-279</u>	\$	<u>550.00</u>
TITLE	_____	TITLE	_____		
ACCT.#	_____	ACCT#	_____	\$	_____

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

**REASON:**

To make up the difference up in travel exspenses. The mileage to travel to the SC Association of Clerks of Court and Regsiter of Deeds. Myself and my Deputy traveled in our personal cars seperately.

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

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

DEPT. HEAD:	<u>[Signature]</u>	DATE:	<u>05/09/2019</u>
DIVIS HEAD:	<u>[Signature]</u>	DATE:	<u>5-13-19</u>
FINANCE:	<u>[Signature]</u>	DATE:	<u>5-13-19</u>
ADMINISTRATOR:	<u>[Signature]</u>	DATE:	<u>5-14-19</u>
Journal Entry #	<u>1037</u>	DATE:	<u>5-31-19</u>

## BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: Special Populations Recreation

FROM:	TO:	AMOUNT:
TITLE <u>Salaries-PT</u>	TITLE <u>Recreational Equip.</u>	
ACCT.# <u>5066-001-102</u>	ACCT# <u>5066-001-257</u>	<u>626.14</u>
TITLE <u>Salaries-PT</u>	TITLE <u>Supplies-Office</u>	
ACCT.# <u>5066-001-102</u>	ACCT# <u>5066-001-269</u>	<u>514.82</u>
TITLE _____	TITLE _____	
ACCT# _____	ACCT# _____	
TITLE _____	TITLE _____	
ACCT.# _____	ACCT# _____	
TITLE _____	TITLE _____	
ACCT.# _____	ACCT# _____	
Total		1,140.96

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

**REASON:**

Recreational Equip: Special Olympics has added five new sports the past two years. Supporting 14 teams  
requires us to buy more equipment for them to use for practice & competition.  
Supplies-Office: We now have a copier and have to buy paper for it. Also, supporting 14 teams means  
we need to purchase more folders and other office supplies.

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 #

1037

DATE:

5 31 19

## BUDGET TRANSFER

DIVISION: 5081

DEPARTMENT: Voter Registration and Elections

FROM:		TO:	AMOUNT:
TITLE	<u>Advertising</u>	TITLE	<u>Registration Fee</u>
ACCT.#	<u>5081-000-201</u>	ACCT#	<u>5081-000-294</u> \$ <u>200.00</u>
TITLE	<u></u>	TITLE	<u></u>
ACCT.#	<u></u>	ACCT#	<u></u> \$ <u></u>

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

**REASON:**

To cover the cost of registration for Election Center Conference in Florida.

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 #

Katy Smith  
Katy Smith  
[Signature]  
1037

DATE:

DATE:

DATE:

DATE:

DATE:

5/22/19  
5/22/19  
5-24-19  
5-28-19  
5-31-19

# BUDGET TRANSFER

DIVISION: Sheriff's Office

05.22.19

DEPARTMENT: 5181 - Sheriff Support

FROM:

TO:

AMOUNT:

TITLE Professional services  
ACCT.# 001-5181-000-304

TITLE Equipment Repairs  
ACCT# 001-5181-000-251 \$ 1,475.00

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

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

1,475.00

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

REASON:

Moving money to cost of warranty/software update on TruDefender detection device (bomb team equipment)

Is this transfer within your department?

(Circle One) Yes No

Is this transfer within your division?

(Circle One) Yes No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

DeO  
J. Russell  
1031

5/22/19  
5.23.19  
5-28-19  
5.31.19



## BUDGET TRANSFER

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

DEPARTMENT: VA 5391

FROM:

TO:

AMOUNT:

TITLE Travel  
ACCT.# 001-5391-000-279

TITLE Service Contract  
ACCT# 001-5391-000-375 \$550.00

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

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

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

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

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

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

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

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

Total

\$550.00

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

REASON:

To cover the cost of Shredding bulk files

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

Matthew T. Muth

DIVIS HEAD:

FINANCE:

Jana Bess

ADMINISTRATOR:

Journal Entry #

1031

DATE:

05/16/2019

DATE:

DATE:

5-16-19

DATE:

5-16-19

DATE:

5/31/19

## BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: CIVIC CENTER

FROM:	TO:	AMOUNT:
TITLE ACCT.# ADVERTISING 001-5955-000-201	TITLE ACCT# LANDSCAPING 001-5955-000-313	\$679.80
TITLE ACCT.# ADVERTISING 001-5955-000-201	TITLE ACCT# INSURANCE DATA 001-5955-000-231	\$.05
TITLE ACCT.# ADVERTISING 001-5955-000-201	TITLE ACCT# INSURANCE BUILDING 001-5955-000-225	\$34.30
TITLE ACCT.#	TITLE ACCT#	
TITLE ACCT.#	TITLE ACCT#	
Total		714.15 <del>0.00</del>

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

REASON:

TO PAY FOR STRAW/GRASS SEED FOR REPAIRS TO GROUNDS AFTER FAIR

LEFT.

Projections for insurance were estimated too low

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:

1031

5/24/19

5-24-19

5-28-19

5-31-19

# BUDGET TRANSFER

DIVISION: Airport

DEPARTMENT: Airport

FROM ACCOUNT TO ACCOUNT	DESCRIPTION	FROM / TO AMOUNT
142-5775-000-101	Salary	3,934.00 D
142-5775-000-102	Part time	5,363.00 D
142-5775-000-115	Wage and Comp	(9,525.00) C
142-5775-000-120	Retirement - State	(314.00) C
142-5775-000-130	Social Security	228.00 D
142-5775-000-130	Social Security	209.00 D
142-5775-000-135	Medicare	105.00 D
142-5775-000-160	Health Insurance	(1,075.00) C
142-5775-001-101	Salary	9,438.00 D
142-5775-001-101	Salary	2,300.00
142-5775-001-102	Part time	(3,275.00) C
142-5775-001-103	Overtime	975.00 D
142-5775-000-115	Wage and Comp	(10,085.00) C
142-5775-001-120	Retirement - State	495.00
142-5775-001-130	Social Security	125.00 D
142-5775-001-135	Medicare	27.00
142-5775-001-160	Health Insurance	1,075.00
		0.00

## REASON:

Dispersing wage and comp to proper accounts. Covering Part time and Overtime that is needed to  
to maintain needed personnel during and after operating hours

DEPT. HEAD: \_\_\_\_\_

DIVIS HEAD: \_\_\_\_\_

FINANCE: \_\_\_\_\_

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

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

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

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

DATE: 5-28-19

Journal Entry #

1031

DATE:

5 31 19

# BUDGET TRANSFER

DIVISION: Sheriff's Office

05.16.19

DEPARTMENT: 5322 - HazMat

FROM:

TO:

AMOUNT:

TITLE Software  
ACCT.# 163-5322-000-209

TITLE Safety Supplies  
ACCT# 163-5322-000-284 \$ 4,500.00

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

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

4,500.00

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

REASON:

Moving money to purchase supplies needed throughout the remainder of the fiscal year.

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:

DeO  
[Signature]  
1031

5/22/19  
5 23 19  
5-28-19  
5 31 19

## V

DEPARTMENT: Economic Development to Fund 102- Grants

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

**Project Machine**

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DEPT. HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DIVIS HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_  
 FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ADMINISTRATOR: \_\_\_\_\_ DATE: 5-23-19  
 Journal Entry # 1031 DATE: 5-31-19





## ANDERSON COUNTY SHERIFF'S OFFICE

May 2019

Uniform Patrol	
Average Daily Calls for Service	464
Total Calls for Services	14,402
Total Number of Incident Reports	1,539
Total Number of Arrests	438
Total Number of "Domestic" Incidents	67
Total Number of "Unlawful Conduct Towards a Child" Reports	8

Detention Center	
Average Daily Population	390
Average Daily Population Capacity Percentage	156.0%
Total Number of Meals Served	35,488
Litter Crew: Total Miles Cleaned/Cleared	33
Litter Crew: Total Number of Trash Bags Processed	712
Litter Crew: Total Number of Tires Removed	34

Communications Center	
Average Daily Calls for Service	1,080
Total Calls for Assistance	33,847

Animal Control	
Average Daily Calls for Service	25
Total Calls for Service	757
Total Number of Animals Collected/Transported	117
Total Number of State Tickets/Arrest Warrants	7
Total Number of County Ordinance Tickets/Warnings Issued	48/154
Traffic Stops/Reports Written	21/27
Large Animal Calls	41

Forensics	
Total Individual Analysis Completed	1,976
Total Number of Evidence Pieces Collected	824
Total Number of Evidence Pieces Processed	457
Total Number of CSI Calls	122
Total Number of Photos Taken	5,011
Total Number of Finger Prints Collected	283

Records and Judicial Order	
Total Number of Civil Papers Received	1,126
Total Number of Civil Papers Served	1,057
Total Number of Warrants Received	368
Total Number of Warrants Served	271

## Current Substandard Housing Cases

6/11/2019

<u>Address #</u>	<u>Locator Street</u>	<u>Council District</u>
709	KAY DR	1
708	KAY DR	1
112	AMBER DR	1
812	LAMAR MITCHELL RD	1
110	Amber Drive	1
289	FINLEY ST	2
119	MEADOW HILLS DR	2
906	WHITEN RD	2
3925	BELHAVEN ROAD EXT	2
120	FLOWE RD	2
219	GUY ST	2
222	HALL ST	2
1205	W FRANKLIN ST	2
202	REVERE CT	2
1306	RAMONA DR	2
2902	CHAMBERS RD	2
2904	CHAMBERS RD	2
410	MASTERS DR	2
1800	S MURRAY AVENUE EXT	2
502	SAYRE ST	2
603	GEORGE ALBERT LAKE RD	2
114	BARNETT CIR	2
129	BENTLEY DR	2
400	STEWART CIR	2
2017	RICHMOND AVE	2
2014	Oliver Street	2
22	Q ST	2
1410	P AND N DR	2
909	LEWIS ST	2
1903	ASBURY AVE	2
418	VALENTINE ST	2
305	CORNING ST	2
307	CORNING ST	2
3341	BERRY LN	2
103	PINEHAVEN DR	2
205	W SHOCKLEY FERRY RD	2
313	PONCE DELEON DR	2
1638	Shirley Drive	2
101	Pepper Drive	2
102	Pepper Drive	2
3216	KEYS ST	2

403	HALL ST	2
205	GILBERT ST	2
304	DRAKE CIR	2
626	MARTHA DR	2
629	MARTHA DR	2
24	HOMEWOOD ST	2
3005	S MAIN STREET EXT	2
141	BOYCE ST	2
220	MARLON AVE	2
217	L ST	2
36	S LYONS ST	2
1801	HIGHWAY 29 N	2
731	WOODMONT CIR	2
5	N HAMMETT ST	2
148	Ellison Street	2
1735	Belton Street	2
1723	Belton Street	2
11	Prince Street	2
1606	Amity Road	2
21	Q Street	2
604	FANT DR	2
2306	S MAIN ST	2
721	GEORGE ALBERT LAKE RD	2
212	Neal Street	2
264	Nixon Street	2
3	Jaynes Street	2
22	Q Street	2
148	Ellison Street	2
1723	Belton Street	2
706	Fall Street	2
107	CHEEK ST	2
311	CORNING ST	2
334	E ROOSEVELT DR	2
336	E ROOSEVELT DR	2
209	MARLON, AVE	2
2825	S MAIN ST	2
3401	S MAIN STREET EXT	2
3403	S MAIN STREET EXT	2
3603	S MAIN STREET EXT	2
110	TOWNSLEY CT	2
115	WILLIE BENNETT DR	2
57	OAK ST	3
204	W POPLAR ST	3
525	FARMER ST	3
147	BROOKSIDE CIR	3
935	BREAZEALE ST	3
214	AMY ST	3

212	LEONA DR	3
211	LEONA DR	3
407	Stewart Street	3
125	Canton Lane	3
103	EDITH DR	3
933	SIMPSON RD	3
105	Rocky Shores Boat Ramp Road	3
116	Rocky Shores Boat Ramp Road	3
442	S ELM ST	3
412	LAKEWOOD DR	3
415	LAKEWOOD DR	3
110	ELLIOTTS FISH CAMP RD	3
6	CIRCLE ST	3
102	SADDLE TRL	3
102	SADDLE TRL	3
1851	DENVER RD	3
111	PONDEROSA PT	3
110	FRANKLIN RD	3
311	WHITFIELD DR	3
719	Conners Boulevard	3
1358	State Road S-4-97	3
4016	DOBBINS BRIDGE RD	5
133	COLE CIR	5
528	CAROLE AVE	5
104	Q ST	5
1208	PEARL HARBOR WAY	5
1036	JACKSON ST	5
1402	Asbury Park Road	5
215	HORSE SHOE BND	5
214	HORSE SHOE BND	5
407	HILL ST	5
1	PARK ST	5
502	ROGERS ST	5
316	West Roosevelt Drive	5
405	AUBURN AVE	5
203	FRIENDSHIP LN	5
102	KELSEY DR	5
311	Deep Creek Church Road	5
305	Stone Drive	5
108	Bubanna Road	5
109	Boston Street	5
316	CORNING ST	5
407	HILL ST	5
3545	KEYS ST	5
3539	KEYS ST	5
104	Riley St	5
210	WILLIAMS ST	5



802	SHILOH CHURCH RD	6
718	OSTEEN HILL RD	6
1929	HIGHWAY 86	6
718	OSTEEN HILL RD	6
704	ANDERSON ST	6
718	OSTEEN HILL RD	6
122	HARPER ST	7
9	JAMES ST	7
1124	BLOUNT RD	7

**Total # of Open Cases = 144**

District 1 =	5
District 2 =	77
District 3 =	14
District 4 =	1
District 5 =	26
District 6 =	6
District 7 =	3

**144**

#### **Phase I Demolition Plan (2019-2020)**

718 Osteen Hill Rd - District 6  
 214 Amy Street - District 3  
 102 Saddle Trail - District 4  
 205 W Shockley Ferry Rd - District 2  
 217 L Street - District 2

Properties have been advertised through the news paper. 60 day Waiting Period begins Friday 6/14/19. Begin Demolition mid August.

#### **Phase II Demolition Plan (2019-2020)**

1606 Amity Rd - District 2  
 1208 Pearl Harbor Way - District 5  
 205 Gilbert St - District 2  
 502 Rogers St - District 5  
 36 S Lyons St - District 2  
 405 Auburn Ave - District 5

Initial inspections performed and properties posted. Will complete Ordinance process once demolition funds are secured. Demolition to begin February 2020.