



**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
SPECIAL CALLED MEETING
June 28, 2019 at 12:00PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Ray Graham
3. **APPROVAL OF MINUTES:** Minutes from May 21, 2019, and June 4, 2019
4. **CITIZENS COMMENTS:** Agenda Matters only
5. **ORDINANCE THIRD 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.
PUBLIC HEARING-NO TIME LIMITS Mr. Rusty Burns (allotted 5 minutes)
6. **ORDINANCE SECOND 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)
7. **ORDINANCE FIRST READING:** none
8. **RESOLUTIONS:** none
9. **DISCUSSION REGARDING MORGUE AT HOSPITAL:**
10. **BID APPROVALS:**
 - a. BID # 19-044 County Road Improvements
 - b. BID # 19-051 Whitefield Convenience Ctr. Expansion
 - c. BID # 19-053 Pothole Patching Machine
11. **TRANSFERS:**
12. **EXECUTIVE SESSION:**
 - a. Voter Registration and Elections Lease
13. **APPOINTMENTS:** none
14. **REQUESTS BY COUNCIL:** All Districts (14 minutes)
Homeland Park- D3, D5
15. **CITIZENS COMMENTS:**
16. **REMARKS FROM COUNCIL:**
17. **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 of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
MAY 21, 2019

IN ATTENDANCE:
RAY GRAHAM, VICE CHAIRMAN
BRETT SANDERS
CINDY WILSON
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT
TOM ALLEN

1 RAY GRAHAM: Chairman Dunn is going to be a
2 few minutes late tonight, so we're going to go ahead
3 and get started on the resolutions.

4 At this time Councilman Sanders, you can read
5 resolution R2019-021.

6 BRETT SANDERS: Yes, sir, Vice Chairman.

7 TONIGHT WE'RE GOING TO DO A RESOLUTION TO HONOR AND
8 RECOGNIZE MOUNT LEBANON ELEMENTARY SCHOOL AS A 2018
9 NATIONAL BLUE RIBBON SCHOOL; AND OTHER MATTERS RELATED
10 THERETO.

11 Whereas, Mount Lebanon Elementary School is located in
12 Pendleton, South Carolina and is part of Anderson School
13 District 4. Mount Lebanon Elementary opened in 2007 as an
14 inspirational place for students to learn, and prepare for
15 a future to attend college or embark on a career, and to
16 actively engage in a successful life, and; Whereas,
17 Mount Lebanon Elementary serves approximately 459 students
18 in grades Pre-kindergarten through sixth; and,

19 Whereas, on October 1, 2018 U.S. Secretary of
20 Education Betsy DeVos recognized 349 schools as
21 National Blue Ribbon Schools. This recognition is based on
22 a school's overall academic performance of all student
23 scores, student subgroup scores and graduation rates; and,

24 Whereas, Mount Lebanon Elementary is one of five
25 schools in South Carolina to be recognized. Mount Lebanon
26 Elementary is the first elementary school to receive the
27 AdvancED's coveted Stem Certification and as a result they
28 received the prestigious National Blue Ribbon School award
29 for being an Exemplary High Performing School; and,

30 Whereas, the Anderson County Council congratulates
31 each one of you on the tremendous accomplishments required
32 to receive this recognition. We are proud of the hard work
33 and dedication of educators, students and families who are
34 a reflection of true pride in our community.

35 RESOLVED in a meeting duly assembled this 21st day of
36 May 2019.

37 I'd like to put that in the form of a motion.

38 CINDY WILSON: Second.

39 RAY GRAHAM: Have a motion by Councilman
40 Sanders; second by Councilman Wilson. All in favor?
41 All opposed?

42 BRETT SANDERS: I think we have Ms. Kinard,
43 the vice principal for Mount Labanon here.

44 RAY GRAHAM: Would you guys like to meet
45 down front?

46 BRETT SANDERS: Yes, sir.

47 **PRESENTATION OF AWARD**

48 **APPLAUSE**

49 RAY GRAHAM: At this time we're going to
50 move on with Resolution (b) 2019-022. Councilman

1 Wilson is going to read this resolution.

2 CINDY WILSON: Thank you, Mr. Chairman.

3 THIS IS A RESOLUTION TO HONOR AND RECOGNIZE THE ALL-
4 VOLUNTEER SOUTH CAROLINA STATE GUARD AND TO PROCLAIM MAY
5 2019 AS "SOUTH CAROLINA STATE GUARD MONTH" IN ANDERSON
6 COUNTY; AND OTHER MATTERS RELATED THERETO.

7 Whereas, the South Carolina State Guard is a
8 professional military organization and component of the
9 South Carolina Military Department-directed by the adjutant
10 general under its commander-in-chief, the Governor of the
11 State of South Carolina-that supports a variety of critical
12 County functions, including disaster relief assistance to
13 communities and local first responder organizations; and

14 Whereas, the State Guard is organized as an army
15 brigade under the leadership of the Commander and comprises
16 the Command Staff, the Chief of Staff Section, the
17 Professional Services Command, and the 1st Civilian Support
18 Brigade, which is further divided into three battalions of
19 companies that correspond to the boundaries of the six
20 regions of the South Carolina Emergency Management
21 Division; and

22 Whereas, the State Guard trains new members at the
23 McCrady Training Center in Eastover to provide search and
24 rescue operations, medical support, legal and engineering
25 expertise, chaplain and counseling services, distribution
26 of supplies, and military funeral honors to veterans; and

27 Whereas, when serious natural or manmade disasters
28 strike, the mission of the State Guard is to respond
29 quickly to protect people and property and to help
30 communities recover in coordination with the National
31 Guard, law enforcement, and other state, county, and
32 municipal agencies; and

33 Whereas, the State Guard has answered when called to
34 assist in disaster relief by providing tens of thousands of
35 hours of service just since 2015, including deployments for
36 recovery operations after hurricanes Joaquin, Harvey, and
37 Matthew; and

38 Whereas, the Anderson County Council, in recognition
39 of the vital role the State Guard has played in protecting
40 and serving the citizens we represent and in the success of
41 Anderson County as a whole throughout the history of
42 Anderson County, do hereby recognize and honor all members
43 of the South Carolina State Guard.

44 Resolved in a meeting duly assembled this 21st day of
45 May, 2019.

46 May I put that in the form of a motion?

47 RAY GRAHAM: I'll second.

48 Have a motion by Councilman Wilson; second by
49 Councilman Davis. All in favor? All opposed?

50 Would you guys like to meet down front and have
51 this presentation?

1 BRETT SANDERS: Vice Chair?

2 RAY GRAHAM: Yes, sir.

3 BRETT SANDERS: I'd like to thank them for all
4 that they do for our state. I also understand that the
5 Metal of Honor Museum is not receiving the warmest
6 welcome in Mount Pleasant. I'd like to say that I
7 think Anderson County and its citizens would greatly
8 welcome such a museum here. I have a metal of honor
9 recipient in my district. And I'd love to see you guys
10 come this way.

11 RAY GRAHAM: I'd like to welcome Mr.
12 Sanders on that and we would welcome any opportunity to
13 be so honored as to have the Metal of Honor Museum take
14 part in Anderson County. I think it would just be a
15 great addition to our heritage and our history. And we
16 would be so honored to have it as a part of our county.

17 CINDY WILSON: Of course, between our own
18 museum and the veterans home, there's plenty of space.
19 Thank you.

20 RAY GRAHAM: That's right.

21 **PRESENTATION OF AWARD**

22 **APPLAUSE**

23 RAY GRAHAM: Ladies and gentlemen, that
24 concludes this portion of the meeting. The council
25 meeting will start back at 6:30. Meeting adjourned.

26
27 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:11 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
MAY 21, 2019

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
CINDY WILSON
GRACIE FLOYD
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: I'd like to welcome
2 everyone here for the meeting. I'd like to call it to
3 order, the May 21st regular council meeting, to order.
4 At this time I'd like to ask Councilman Davis if he
5 would lead us in the invocation and pledge of
6 allegiance. If we'd all rise, please.

7 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS**

8 TOMMY DUNN: Before we get started I'd
9 like the record to show Mr. Wooten is not here tonight.
10 He's out of town on business.

11 With that we'll move on with the approval of the
12 minutes of the May 7th meeting. Are there any
13 corrections to be made to it?

14 CINDY WILSON: May I, Mr. Chairman?

15 TOMMY DUNN: Ms. Wilson.

16 CINDY WILSON: On page 42, line 36, the
17 word out was supposed to be off, O-F-F. It's just a
18 simple little typo.

19 TOMMY DUNN: Anything else from anyone?
20 You want to make the motion?

21 CINDY WILSON: May I make the motion that
22 the accept the minutes as amended.

23 RAY GRAHAM: Second.

24 TOMMY DUNN: Ms. Wilson makes a motion
25 to accept the minutes as amended. Mr. Graham seconds.
26 All in favor of the motion show of hand. Opposed like
27 sign. Show the motion carries unanimously.

28 Moving on to Item number 4, citizens comments. As
29 Mr. Harmon calls your name, please state your name and
30 district for the record. First go-around you've got
31 three minutes and please address the chair. And it's
32 on agenda items only on the first go-around. Mr.
33 Harmon.

34 LEON HARMON: Mr. Chairman, we have one
35 citizen signed up; Elizabeth Fant.

36 ELIZABETH FANT: Elizabeth Fant, District 3.
37 I'm speaking on 6(b). I want to discuss that -- the
38 building that's going to be transferred to Belton and
39 eventually, hopefully, a Farmer's Market and also a
40 place where police can do paperwork in the center of
41 town. It's a great idea, a great use for the building.
42 It's not going to be used like it is otherwise. All
43 your small towns really need some help. The taxes that
44 we collect in Anderson County, they're for big
45 projects. They're things for the Civic Center.
46 They're things for -- there are so many things that are
47 in Anderson County, but they're not helping the small
48 towns. The small towns are really struggling, and I'm
49 glad to see that any time we can do something to help
50 one it happens.

1 Number 10, the asbestos. I didn't have time to see
2 if that was the only bid. Asbestos removal, two
3 hundred and fifty-five thousand dollars. Are you
4 kidding me? I think that's way too much.

5 Glad to see number 15, AC Development Standards is
6 going to have a workshop on planning residential
7 communities with highlighting conservation and not
8 jamming a whole bunch of people into a small area.
9 We've reached saturation in Anderson County. We really
10 don't need anymore people. The buildings that we have,
11 we need to utilize them; apartment buildings, slum
12 lords, they need to tear down what they've got and fix
13 it. But we've reached a saturation point in Anderson.
14 We don't need a bunch more people. And we don't need a
15 bunch of more developments where five homes are crammed
16 into one acre. So I'm really excited to see what this
17 man says at the workshop.

18 TOMMY DUNN: Mr. Harmon.

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

21 TOMMY DUNN: Thank you, Mr. Harmon.

22 Moving on to Item number 5, Men at Work
23 presentation, Ms. Floyd. Ms. Floyd.

24 GRACIE FLOYD: I don't think the Men at
25 Work people are here tonight yet. I don't know if
26 they're coming. But Mr. Chair, if they do some I
27 would, please, like to reserve some time ---

28 TOMMY DUNN: We'll work it in.

29 GRACIE FLOYD: --- in the agenda so we can
30 hear from them.

31 TOMMY DUNN: We'll get it worked in,
32 yes, ma'am.

33 Item number 6(a), ordinance third reading, 2019-
34 013, an ordinance authorizing the execution and
35 delivery of free in lieu of tax agreement by and
36 between Anderson County, South Carolina and Blue Bird
37 Solar, LLC, with respect to certain economic
38 development properties in the county whereby such
39 properties will be subject to certain payments in lieu
40 of taxes, including the provision of certain special
41 revenue credits.

42 Mr. Nelson, you got anything you want to add or say
43 tonight?

44 BURRISS NELSON: (Inaudible.)

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

47 CINDY WILSON: So moved.

48 TOMMY DUNN: Motion Ms. Wilson. Do we
49 have a second.

50 RAY GRAHAM: Second.

1 TOMMY DUNN: Second Mr. Graham.
2 LEON HARMON: Mr. Chairman, you need to
3 do a public hearing on this one tonight.
4 TOMMY DUNN: I'm sorry. It's right
5 there in front of me. Thank you very much.
6 This will be a public hearing. Anyone wishing to
7 speak on this matter please step forward and state your
8 name and district and address the chair, please.
9 Public hearing. Anyone at all? Seeing and hearing no
10 one, the public hearing will be closed. Now, do we
11 have a motion? Ms. Wilson make the motion? Second Mr.
12 Graham. Now any discussion?
13 BRETT SANDERS: I have a question, Mr.
14 Chairman.
15 TOMMY DUNN: Mr. Sanders.
16 BRETT SANDERS: Mr. Nelson, is this the
17 same company that was Narencio or ---
18 BURRISS NELSON: Yes, that's correct. It is
19 Narencio and this is ---
20 BRETT SANDERS: I didn't know if they had
21 sold out to these people or ---
22 BRETT SANDERS: This is a subsidiary name
23 because they add a name for every project they do.
24 BRETT SANDERS: Good enough. Thank you,
25 sir. Appreciate it.
26 BURRISS NELSON: Yes, sir.
27 TOMMY DUNN: Anyone else? Hearing none,
28 all in favor of the motion show of hands. Opposed like
29 sign. Show the motion carries unanimously.
30 Now be moving on to Item number 6(b), 2019-016, an
31 ordinance authorizing the transfer of a tract of real
32 property located within the city of Belton, South
33 Carolina municipal limits of Belton for the use by the
34 city for municipality purposes. This will be a public
35 hearing. Anyone wishing to speak on this matter,
36 please step forward, state your name and district and
37 address the chair, please. Anyone at all? Seeing and
38 hearing none, the public hearing will be closed. Do we
39 have a motion on the floor?
40 RAY GRAHAM: Motion.
41 TOMMY DUNN: Motion Mr. Graham. Second
42 Ms. Wilson. Now discussion. Any? Third reading.
43 RAY GRAHAM: Just want to commend the
44 council members for their support on this. I'm sure as
45 some other people in the community has mentioned, I
46 mean this will definitely bring some great value to the
47 city of Belton, more so than what value it was to us as
48 a county, and allow them to continue to get some good
49 use out of this property and hopefully grow as a
50 community. So I do appreciate everybody on that.

1 TOMMY DUNN: Thank you, Mr. Graham.
2 Anyone else? All in favor of the motion show of hands.
3 Opposed like sign. Show the motion carries
4 unanimously.

5 Moving on now to Item number 7(a), ordinance's
6 second reading, 2019-018, ordinance to amend the
7 agreement for development of a joint county industrial
8 and business park, that'll be 2010 Park of Anderson and
9 Greenville Counties, as to enlarge the park to include
10 certain properties of Project Browser. Mr. Nelson, do
11 you have anything you want to add?

12 BURRISS NELSON: Yes, sir. This is just the
13 reciprocal agreement we have with Greenville County in
14 presenting projects for that multi-county park
15 agreement so that those projects in our county and in
16 their county, as well, would receive state benefits.
17 And like I said, this is reciprocal between both
18 counties. And of course, Greenville County sends its
19 thanks for your assistance in this project and they
20 look forward to assisting us with our next one.

21 TOMMY DUNN: Thank you, Mr. Nelson. Do
22 we have a motion to move this forward?

23 CINDY WILSON: So moved.

24 TOMMY DUNN: Motion Ms. Wilson. Do we
25 have a second?

26 BRETT SANDERS: Second.

27 TOMMY DUNN: Second Mr. Sanders.
28 Discussion, do we have any? All in favor of the motion
29 show of hands. Opposed like sign. Show the motion
30 carries.

31 BURRISS NELSON: Thank you for your support.

32 TOMMY DUNN: Thank you, Mr. Nelson. You
33 and your team, both, and your board.

34 Moving on to Item number 8(a), ordinance's first
35 reading, Ordinance 2019-019, ordinance amending section
36 55-38 of the Code of Ordinances, Anderson County, South
37 Carolina regarding retiree insurance so as to make this
38 code section consistent with the Benefit Plan Document.
39 To change the plans and coverage, we've got to make
40 sure the ordinance matches everything to make it clear
41 for Ms. Davis. And I'll ask Ms. Davis to come up and
42 explain everything and answer any questions for anybody
43 between her and Mr. Harmon or Mr. Burns. Ms. Davis.

44 RITA DAVIS: Yes, sir, Mr. Chairman.
45 Thank you. We did take this before the administrative
46 policy -- the old personnel committee, ever what you
47 call that. They unanimously recommended moving it to
48 the full council. Basically what it is, in our Code of
49 Ordinance, section 55-38, we have those items that I
50 had deleted because our tax attorney who is looking at

1 our retiree plan in regards to our new health insurance
2 plan, those items that were deleted are in the plan
3 document itself and the summary plan description
4 verbatim. So she talked with Mr. Harmon and they both
5 agreed that we just need to streamline the code,
6 knowing that the plan document is right. And if ever
7 we were to modify or amend this, we would have to come
8 back before council anyway. So it's just a
9 housekeeping thing basically. The plan hasn't changed
10 at all, the coverage and the benefits.

11 TOMMY DUNN: And again, this is coming
12 -- and we've done this several times before. This is
13 before our report on the personnel committee which this
14 was recommended. Chairman Graham, you got anything you
15 want to add or say to this?

16 RAY GRAHAM: Nothing other than it did
17 come from the Personnel Committee in full support of
18 bringing this before full council.

19 TOMMY DUNN: Coming from the Personnel
20 Committee, it doesn't need a second. Now discussion.
21 Any discussion from anybody, any questions? All in
22 favor of the motion show of hands. Opposed like sign.
23 Show the motion carries unanimously.

24 Thank you, Ms. Davis.

25 Moving on to Item 8(b), 2019-020, an ordinance to
26 amend section 66-126 of the Code of Ordinances,
27 Anderson County, South Carolina so as to delete Summer
28 Adjustments from the Sewer Ordinance. Ms. Davis.

29 RITA DAVIS: Yes, sir. As we discussed
30 in the budget workshop yesterday, we're asking for your
31 consideration for the elimination of summer
32 adjustments. Not this year. We already got a motion
33 to extend them for this year. It would be effective
34 next May 2020. And the reason being, we need Hammond
35 and Broadway to go back billing for us so that we can
36 not have bad debts, if you will, so that we can turn
37 the water off for nonpayment. The main reason, though,
38 we're asking is, keep in mind, ECU who processes the
39 large majority of our flow has a scheduled increase for
40 five years. And that's about five hundred thousand
41 dollars. So we're asking your indulgence to eliminate
42 summer adjustments. That would equate to about a
43 hundred and twenty-six thousand annually. So we --
44 most counties do not extend the summer adjustments. So
45 we need to do it in Anderson County, if you don't mind,
46 to help our sewer fund.

47 TOMMY DUNN: As Ms. Davis said, we
48 talked and had discussion. We've got two more readings
49 of this if this passes tonight to have more discussion
50 on and more input. But it is one thing that gives us a

1 tool to collect money, bad debt, that's owed to the
2 county to help sewer. Let the water companies be able
3 to do it where we can collect that debt and get it
4 where they're paying. Now, I don't want to put him on
5 the spot, but Mr. Davis has got an exception in here if
6 this rule comes up. Do you want to just mention that
7 just for talking purposes?

8 JIMMY DAVIS: Thank you, Mr. Chair.
9 Yeah. And I think, Ms. Davis, if I'm not mistaken, you
10 have the exception rule in there for those folks who
11 have a swimming pool?

12 RITA DAVIS: That's correct, and it
13 would remain in place, sir. That's right.

14 JIMMY DAVIS: That is a once-a-year
15 waiver to aid those folks who are putting thousands of
16 gallons of water in their pool to be able to use it,
17 but that water is not going into the sewer so we don't
18 have to pay the city to handle that waste water.

19 One question that I have is as we go forward with
20 this, those folks who actually have not paid their
21 sewer bill, and I don't know exactly what those totals
22 may be, but we'll need to work something out with the
23 respective water companies to help those folks that
24 they don't get their water turned off because they
25 can't pay everything at one time.

26 RITA DAVIS: Yes, sir. Retroactively
27 they would not cut off their water. It would just be
28 prospectively.

29 JIMMY DAVIS: So what happens with the
30 bad debt?

31 RITA DAVIS: We -- the only thing really
32 we can do right now is that we send -- they call it
33 debt setoff -- we intercept their state income tax
34 refund if they have one up to the amount of the debt
35 that they owe us.

36 JIMMY DAVIS: So going forward those
37 respective water companies, when they start doing the
38 billing on our behalf, they will not assume any of that
39 bad debt?

40 RITA DAVIS: That is correct, sir.

41 JIMMY DAVIS: Thank you, Ms. Davis.

42 TOMMY DUNN: Thank you. And other
43 options for people, we want to make sure this gets out,
44 we've got almost a year to get the word out and get
45 people, give them so they can get another meter. I
46 know it's expensive to get that second irrigation
47 meter, but it'll pay for itself in the long run. The
48 county just can't keep eating this. Anymore
49 discussion?

50 JIMMY DAVIS: One more thing. I think in

1 our communication to the public on this we need to be
2 very clear that the county is actually losing money
3 right now because of it. And that's just one of the
4 things, we're paying for the waste water, even though
5 we're not collecting for it. This is something more
6 than just a housekeeping item for the county.

7 RITA DAVIS: Oh, this is -- yes, sir,
8 this is ---

9 JIMMY DAVIS: It's desperately needed.

10 TOMMY DUNN: And not only that, I hate
11 to keep beating it to death, but some folks realize
12 we've got no way to collect so they're not paying. And
13 that's not fair.

14 RITA DAVIS: That's right, sir.

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

18 Moving over to Item number 9, resolutions. We have
19 none.

20 Going to number 10, this is a bid approval for
21 asbestos abatement for McCants east wing. Mr. Carroll?

22 ROBERT CARROLL: Yes, sir. We had a
23 mandatory pre-bid on this and we had, I believe, seven
24 contractors to show up. Of those seven we had five to
25 bid. And you can see the range there from the hundred
26 fifty-five thousand to the four hundred and fifty
27 thousand nine hundred. This is what we refer to as the
28 east wing of McCants. Two floors plus a little bit on
29 a basement floor there. But staff recommends award to
30 Neal Corporation, two hundred fifty-five thousand
31 dollars.

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

34 CINDY WILSON: So moved.

35 TOMMY DUNN: Motion Ms. Wilson. Do we
36 have a second?

37 RAY GRAHAM: Second.

38 TOMMY DUNN: Second Mr. Graham.

39 Any discussion? I'd just like to start off by
40 saying this is cleaning up something. We've got to do
41 the asbestos abatement to tear this building down.
42 We've got to tear it down because if we don't they're
43 going to cancel the insurance on the rest of the
44 building. We got the final letter and final warning.
45 So this is what this is about. We've got no choice.
46 Can't tear it down without removing the asbestos.
47 Anyone else? Ms. Floyd.

48 GRACIE FLOYD: Mr. Chair, is this the --
49 for the second floor of the McCants building?

50 TOMMY DUNN: This will be the wing out

1 there ---
2 ROBERT CARROLL: On East Whitner side, the
3 wing that goes out. They'll -- basically we'll take
4 down that whole wing, which is two and a half floors
5 roughly.
6 TOMMY DUNN: But it's -- go ahead, Ms.
7 Floyd. I'm sorry.
8 GRACIE FLOYD: But this is not -- are we
9 doing anything for the second floor of that building?
10 TOMMY DUNN: That's coming up,
11 hopefully.
12 RUSTY BURNS: That floor has already had
13 the asbestos removed on the second floor.
14 GRACIE FLOYD: On the second floor, the
15 one we looked at? When did we remove that?
16 ROBERT CARROLL: When it was originally done
17 we abated the whole main section of that building.
18 RUSTY BURNS: That's already been done,
19 Ms. Floyd.
20 TOMMY DUNN: It was done in remodeling.
21 GRACIE FLOYD: So then we're ready to go;
22 aren't we? All we have to do is just clean it up.
23 Thank you.
24 TOMMY DUNN: Anyone else? All in favor
25 of the motion show of hands. Opposed like sign. Show
26 the motion carries unanimously.
27 Thank you, Mr. Carroll.
28 Moving on to Item number 11, report from the
29 Personnel Committee, Chairman Graham.
30 RAY GRAHAM: Thank you, Mr. Chairman.
31 We've actually already covered Item 11(a) on the
32 proposed code ordinance change 55-38. And we've also
33 discussed the overtime in certain departments, which
34 basically what that stemmed from was the overtime that
35 we had discussed in one of the budget workshops
36 pertaining to dispatch. By all means if any council
37 member has any questions or needs any discussion on
38 that, I'll be glad to try to share any information that
39 was discussed on that. But that was actually handled
40 in one of the budget meetings due to us working on the
41 budget for that.
42 TOMMY DUNN: Anything else, Mr.
43 Chairman?
44 RAY GRAHAM: No, sir.
45 TOMMY DUNN: Thank you.
46 Moving on next we have a report from the Planning
47 and Public Works Committee. Chairlady Ms. Wilson.
48 CINDY WILSON: Thank you, Mr. Chairman.
49 Our meeting convened with two of our other council
50 members substituting for two of our regular committee

1 members who were caught in traffic in order for our
2 meeting to have a quorum.

3 Let me see. I made notes because we covered a lot.
4 The first item for consideration was capital projects.
5 By a three to zero vote, the committee sends to county
6 council with a recommendation to approve the demolition
7 of the old McCants abandoned wing vital to maintaining
8 insurance coverage for the rest of the facility. The
9 main expense in this is asbestos abatement. Mr. Burns
10 suggested that the county take the building down and
11 reduce the five hundred thousand dollar estimate
12 ultimately. We anticipate at least two hundred and
13 fifty-five thousand for the asbestos.

14 Roofs for the sheriff's office and the Clyde Stone
15 building are estimated at eighty thousand and two
16 hundred thousand dollars, respectively. And that gives
17 us a total of approximately eight hundred and sixty
18 thousand dollars for capital improvements.

19 So I bring that from our committee with a
20 recommendation to approve.

21 TOMMY DUNN: We have a motion coming
22 from a committee; doesn't need a second. Any
23 discussion? All in favor of the motion show of hands.
24 Opposed like sign. Show the motion carries
25 unanimously. Ms. Wilson.

26 CINDY WILSON: The request for the floor
27 replacement at our animal shelter for fifteen thousand
28 dollars may be covered by a balance carry forward and
29 possibly county staff. But we'll know more about that
30 one soon.

31 As the Solid Waste Department is an enterprise
32 fund, we accepted three to zero the department's
33 request to expend up to 3.1 million dollars for capital
34 improvement projects at the Creightonville, Townville
35 and Agnew convenience centers, the roof and lighting
36 needs at the warehouse, the Starr C&D Landfill needs,
37 and the MRF repairs and replacements, including
38 ceiling, metal siding and conveyor line. So we bring
39 that to y'all three to ---

40 TOMMY DUNN: Coming from the Planning
41 and Public Works Committee, it doesn't need a second.
42 Any discussion? Hearing and seeing none, all in favor
43 of the motion show of hands. Show the motion carries
44 unanimously.

45 Moving on.

46 CINDY WILSON: The next item we discussed
47 were capital requests, including for the Finance
48 Department two high density track filing systems at a
49 cost of eighteen thousand dollars. Our District 6
50 representative, Mr. Davis, suggested that digital

1 storage should be considered as his business experience
2 has indicated this method is more efficient and less
3 expensive. Our Finance Department is checking into
4 this and will bring their findings back to us.

5 Our special populations currently housed in the
6 remodeled part of the old McCants building are in need
7 of a door buzzer and camera security system. Our
8 review of their concerns led to a three and oh
9 recommendation to county council to approve.

10 TOMMY DUNN: We have a motion coming
11 from the Public Works Committee. It doesn't need a
12 second. Now discussion. Go ahead, Mr. Graham.

13 RAY GRAHAM: Have they got some numbers
14 as far as what the cost of this is going to be and ---

15 CINDY WILSON: Let's see. I think that
16 was twenty-three hundred.

17 RAY GRAHAM: Okay. I mean as long as
18 we're not just doing a blank check. I mean I'm sure
19 that y'all have already taken care of that. So just
20 wanted to make sure.

21 CINDY WILSON: Let me look.

22 RAY GRAHAM: No, that's good.

23 TOMMY DUNN: It was twenty-three
24 hundred. Mr. Sanders was there and said it's twenty-
25 three hundred.

26 CINDY WILSON: Twenty-three hundred was
27 the estimated cost.

28 TOMMY DUNN: Anyone else? All in favor
29 of the motion show of hands. Show the motion carries.
30 Moving on.

31 CINDY WILSON: With a three and oh
32 recommendation to county council to approve, we took up
33 the Technology Services Department request for
34 replacements and upgrades, which are as follows: and
35 boy do I need my glasses on this print. We need two
36 Dell Power Edge 3440 Server at ten thousand seven
37 hundred and forty-six dollars each. We need one Access
38 Control System upgrade, one Voiceover Internet Protocol
39 Phone System for the sheriff's office, three
40 uninterruptible power supplies, seventy desktop
41 computers with monitors and laptop computers, four
42 network switches at thirteen thousand seven hundred
43 fifty dollars each, and six hyper v server upgrades at
44 fifteen thousand eight hundred and thirty-three dollars
45 each, for a total of three hundred ninety-three
46 thousand three hundred and eighty-two dollars. So we
47 bring that to you as ---

48 TOMMY DUNN: Again, coming from the
49 Public Works Committee it doesn't -- Planning and
50 Public Works Committee, it doesn't need a second. Are

1 there any discussion? We good? All in favor of the
2 vote to favor show of hands.

3 CINDY WILSON: The one point ---
4 TOMMY DUNN: Hold on one second, Ms.
5 Wilson. Give me one second.

6 CINDY WILSON: Sorry.
7 GRACIE FLOYD: Mr. Chairman, if you're
8 waiting on me, I'm not going to vote.

9 TOMMY DUNN: I was going to ask if you
10 abstain and not vote or -- no vote or how do you vote?
11 GRACIE FLOYD: I'm going to tell you now.
12 I'm going to not vote on these things, because even
13 though it's in the book, it's in our budget book, I
14 didn't bring the budget book tonight. And I don't know
15 what all we voted on or what all not. It's not listed
16 here.

17 TOMMY DUNN: That's just capital. It's
18 not listed -- the item was titled as capital projects.
19 You going to abstain from voting?

20 GRACIE FLOYD: No. I'm just not going to
21 vote on it.

22 TOMMY DUNN: Vote no?
23 GRACIE FLOYD: I'm voting no.

24 TOMMY DUNN: Okay. Show for the record
25 Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Graham and Ms.
26 Wilson in favor and Ms. Floyd voting no. And just let
27 me reiterate, too, this is part of the budget they're
28 recommending for council to approve tonight to put in
29 the budget. And this before anything is purchased or
30 bidded out it has to come back before council and
31 council will be voting on it.

32 CINDY WILSON: An update on our current
33 budget, the 1.6 million dollar software suite finance
34 and accounting software and software CAD, RMS, JMS, 911
35 are in this current year's budget and they've all been
36 bid out. And there were four responses that came back.
37 So that's a breath of fresh air to get that put behind
38 us.

39 Technical Services has need of an additional F250
40 Ford truck on which our fourth technician carries large
41 amounts of equipment and tools to service various sites
42 around the county and to service radios. The current
43 truck is an old high-mileage seizure that Fleet
44 Services has spent more than fifteen thousand dollars
45 on. We recommended to county council by a three and oh
46 vote to approve that acquisition.

47 TOMMY DUNN: Coming from the Public
48 Works and Planning Committee, again, doesn't need a
49 second. Now any discussion?

50 RAY GRAHAM: Yes. I'd just like to add

1 that the current vehicle that this employee is using
2 has right at or a little over three hundred thousand
3 miles. This is a truck that was seizures just as a
4 crime or whatever. But we're probably not going to be
5 so lucky to get a truck of that nature in a seizure.
6 We have an employee that performs vital services for
7 the county and (mic cutting in and out).
8 TOMMY DUNN: And I think the report was
9 that they spent fifteen thousand dollars on it this
10 past year?
11 JIMMY DAVIS: They spent fifteen grand on
12 it trying to fix it.
13 TOMMY DUNN: Ms. Floyd?
14 GRACIE FLOYD: Okay. Thank you. What
15 truck is this? And who has it and ---
16 JIMMY DAVIS: It's a technical services
17 employee that goes out and does service work on the
18 county radios and communications. And he also does
19 some other functions, too, so we've got this employee
20 that's driving the truck for as long as he can, but
21 it's falling apart. So we've got an employee who's
22 vital to our operations of the county, but we've
23 getting to the point now where we're spending fifteen
24 thousand dollars on a three hundred thousand mile
25 vehicle. We've got to get him something to drive so he
26 can do his job. That's what that's for.
27 GRACIE FLOYD: Okay.
28 TOMMY DUNN: Mr. Sanders.
29 BRETT SANDERS: That truck was designed
30 specifically to suit his needs. It's not just a F250.
31 TOMMY DUNN: Yeah. Anyone else have
32 more discussion? All in favor of the motion show of
33 hands. All opposed. You going to oppose or abstain?
34 GRACIE FLOYD: I'm opposing it all, yeah.
35 TOMMY DUNN: Mr. Davis, Mr. Sanders, Mr.
36 Dunn, Mr. Graham, Ms. Wilson in favor. Ms. Floyd
37 opposed.
38 Ms. Wilson.
39 CINDY WILSON: Okay. Our animal shelter
40 is in much need for an additional guillotine door for
41 the large dog pod, estimated at seventy-five hundred
42 dollars for their better safety in handling aggressive
43 dogs. And also a new commercial grade washer and
44 dryer. Our committee voted three and oh to recommend
45 to council to approve the guillotine door. We
46 requested our staff to research for the best washer and
47 dryer for our dollars and the best warranty and come
48 back to us. There were some suggestions that might
49 soften the blow on that. Even some of them locally.
50 But anyway, the guillotine door is a desperately needed

1 item. Three and oh.
2 TOMMY DUNN: Again, coming from Public
3 Safety -- I mean Planning and Public Works doesn't need
4 a second. Discussion? Mr. Graham.
5 RAY GRAHAM: So are we going to go ahead
6 and vote ---
7 CINDY WILSON: For the guillotine door.
8 RAY GRAHAM: So that's the only thing
9 y'all are recommending?
10 CINDY WILSON: Right. And then we'll come
11 back with the washer and dryer.
12 RAY GRAHAM: I'm good. Thank you.
13 CINDY WILSON: There may be a better price
14 and better quality item elsewhere.
15 JIMMY DAVIS: And just to clarify, the
16 guillotine door, they've been doing it by pod. This is
17 not just one door. It's fifteen doors, so that we
18 don't have a safety issue with someone getting hurt by
19 a large aggressive dog.
20 CINDY WILSON: One of our technicians got
21 bitten, so we have to factor in off and medical and
22 trauma and all of that. So I think this is a very wise
23 expenditure.
24 TOMMY DUNN: Ms. Floyd.
25 GRACIE FLOYD: Mr. Chairman, about the
26 washer and dryer -- about the washer, the washer has
27 been needed for a long time. We aren't talking about
28 one of those little type washers that we can get from
29 the corner store or the kind that we find in our homes.
30 After talking with the veterinarian she points out that
31 the washer that they need down there is a big deluxe
32 washer. And that we need one and we were promised one
33 years ago and we never did get it. But to go out and
34 buy a little washing machine at the store downtown is
35 not going to do it. She is looking for a heavy duty
36 deluxe one that will wash the towels and everything
37 that's needed for a dog.
38 After talking with a person who owns a dog care
39 facility, our own Ms. Liz down there, she told me that
40 she has to have one of those big deluxe washing
41 machines also to get her washing done with those
42 animals that she takes. She also said that she washes,
43 I think she told me everyday, five, six, seven times a
44 week ... Eight loads a day. So we aren't talking a
45 little washing machine just because somebody didn't
46 want to buy one. But this is something that's really
47 needed at our place down there.
48 Thank you, Mr. Chair.
49 TOMMY DUNN: Thank you, Ms. Floyd. And
50 I think the majority of council understands that and is

1 looking at it. We're just trying to make sure we get
2 the best deal we can get on that.

3 CINDY WILSON: There are more options out
4 there that are worthy of exploration. And one of them
5 is a company named Speed Queen out of Texas, a United
6 States made washer and dryer, that can handle the fur
7 and the debris. It's heavy duty. And I think Mr.
8 Davis had a suggestion for one, or was it Mr. Sanders,
9 another type of machine. So we're going to get it
10 looked at. There's no doubt that there's a need for a
11 washer and dryer. We're just going to check on
12 pricing, warranty and all those things.

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

16 Moving on, Ms. Wilson.

17 CINDY WILSON: Okay. Next we discussed
18 the Roads and Bridges request totaling three hundred
19 seventy-six thousand eight hundred dollars, but held
20 off voting, waiting for the final disposition of the
21 proposed twenty-five dollar road fee.

22 Fleet Services requested a Diesel laptop with
23 software cables for twelve thousand five hundred, and a
24 twelve twenty-four volt jump box for fifteen hundred
25 dollars, which we voted three to zero to recommend to
26 you for approval.

27 TOMMY DUNN: Again coming from the
28 Planning and Public Works Committee, it doesn't need a
29 second. Any discussion?

30 JIMMY DAVIS: I'd like to add ---

31 TOMMY DUNN: Go ahead, Mr. Davis.

32 JIMMY DAVIS: --- the laptop and the jump
33 box, I did some research and those estimates came right
34 in line with what I can buy for my business. They were
35 a good deal on both items.

36 TOMMY DUNN: Anymore discussion? All in
37 favor of the motion show of hands. All opposed. Show
38 the motion carries.

39 CINDY WILSON: Okay. Next, the Civic
40 Center ---

41 TOMMY DUNN: Wait a minute. I'm losing
42 my train of thought. Ms. Wilson is in favor of the
43 motion, Mr. Graham is in favor, Mr. Dunn, Mr. Sanders,
44 Mr. Davis. And Ms. Floyd opposes.

45 Now, Ms. Wilson, go ahead.

46 CINDY WILSON: On the Civic Center, the
47 Anderson Sports and Entertainment Center would find a
48 carpet extractor helpful in extending the life of the
49 center's carpets. We voted three to zero to recommend
50 to you to approve the three thousand fifty-five dollar

1 estimated expenditure.
2 TOMMY DUNN: Again, doesn't need a
3 second, coming from the Planning and Public Works
4 Committee. Now discussion?
5 GRACIE FLOYD: Yes. We talked about this
6 in our first budget workshop. But, Mr. Chair, it's
7 just me, okay, but I need you to explain something to
8 me; okay?
9 TOMMY DUNN: Yes, ma'am.
10 GRACIE FLOYD: Why are we discussing these
11 budget things individually like this, each one? Are we
12 going to do them all like this?
13 TOMMY DUNN: Well, this is what come
14 before that committee. We won't do everything that
15 way. We'll get to it in time. They had a meeting
16 Friday. This is their recommendations or not
17 recommendations, so we're voting on it. They chose to
18 do it that way.
19 GRACIE FLOYD: Okay. So we'll vote ---
20 TOMMY DUNN: This is all in the budget,
21 like this rolling stock, capital projects, stuff like
22 that; yes, ma'am.
23 GRACIE FLOYD: Okay. The vacuum cleaner
24 for the Civic Center, that's capital?
25 TOMMY DUNN: Yes, ma'am.
26 GRACIE FLOYD: Okay. But see, all of that
27 wasn't listed here. If I had known ---
28 TOMMY DUNN: It ain't listed -- broke
29 out. It's just titled in what you call it. Trying to
30 safe a little tree. Anything else?
31 GRACIE FLOYD: Yeah. The -- are we on the
32 vacuuming machine now for the ---
33 TOMMY DUNN: Yes, ma'am.
34 GRACIE FLOYD: Okay. The vacuum cleaner,
35 they asked for two things down there. They asked for a
36 vacuum cleaner and a -- I think it was something like a
37 mop or something to clean the carpets and stuff. As
38 much as that carpet is used to walk on down there, they
39 were saying that they don't have the equipment to
40 actually clean it like it's supposed to be done.
41 TOMMY DUNN: This is that ---
42 CINDY WILSON: This was recommended in the
43 list that we were given. Let's me find which list.
44 Here we go. Okay. This was the Chariot AT, something
45 or the other, vacuum, was not recommended by the
46 administration. However, the carpet extractor at three
47 thousand fifty-five dollars estimated-wise.
48 TOMMY DUNN: To take care of the carpet,
49 help maintain the carpet.
50 CINDY WILSON: Right.

1 GRACIE FLOYD: Yeah. And I spoke on the
2 first meeting to tell Mr. Dunn ---
3 TOMMY DUNN: Mr. Burns.
4 GRACIE FLOYD: I'm sorry.
5 TOMMY DUNN: That's all right. It makes
6 him feel good. That's all right.
7 GRACIE FLOYD: Well, I spoke at the first
8 meeting. After talking with the people down there,
9 they were saying that they need that. I explained that
10 to Mr. Burns. And I think that he understood. But
11 this is a piece of mechanics that's really needed at
12 the ...
13 TOMMY DUNN: Civic Center.
14 GRACIE FLOYD: At the Civic Center, yeah.
15 And I'm hoping that the administrator will go ahead and
16 approve that because they can't clean that center the
17 way it needs to be cleaned with just a mop and a
18 bucket.
19 TOMMY DUNN: That's right. Anyone else?
20 All in favor of the motion show of hands. All opposed?
21 Show the motion carries unanimously.
22 GRACIE FLOYD: Wait a minute. What are we
23 ---
24 TOMMY DUNN: That carpet extractor.
25 GRACIE FLOYD: Okay. Good.
26 TOMMY DUNN: Ms. Wilson.
27 CINDY WILSON: The Sheriff's Department
28 capital request will be taken up at the next meeting
29 and that will include needs in associated departments
30 and the E911 tariff.
31 The airport request will be reviewed next meeting.
32 The committee voted three to oh to approve the
33 other special revenue and grant funded needs as each of
34 the applications will come back to council for final
35 approval and each will have greater details for
36 discussion.
37 The Fleet Services replacement plan which was
38 implemented in the last two fiscal years is an effort
39 by Mr. Stone to better anticipate various vehicle and
40 rolling stock needs and to research the best specs,
41 prices and maintenance concerns across all fund and
42 departments. That we were presented was for fiscal
43 years '19-20 coming up. The anticipated expenditure of
44 two million two hundred fifty thousand dollars was
45 recommended -- is recommended to you by our committee
46 three and oh vote. These are the remaining funds from
47 the five point three million dollar bond from last
48 year. Did I understand that correctly, Ms. Rita?
49 Okay. Thank you. So we have a three and oh vote to go
50 with whatever ---

1 TOMMY DUNN: These are Mr. Stone's
2 recommendations; right?

3 CINDY WILSON: Right. And he had a list
4 that he gave us, the red was critically needed, the
5 yellow was in the realm of needing replacing. And
6 needless to say there were far more needs replacement
7 than there are funds. But he has gone and classified
8 each piece of rolling stock in the county and tried to
9 put together a plan for maintenance and replacement in
10 a more logical, cost effective way. And I personally
11 greatly appreciate his effort. Thank you.

12 TOMMY DUNN: We have a motion, again,
13 being redundant here, but coming from the Planning and
14 Public Works Committee, it doesn't need a second. Now,
15 discussion.

16 JIMMY DAVIS: Mr. Chairman?

17 TOMMY DUNN: Mr. Davis.

18 JIMMY DAVIS: I want to echo -- not
19 really echo something, but just bring something to
20 light so it can go on record is, Mr. Stone has done a
21 fantastic job of documenting, and for lack of a better
22 word, dumbing the report down so that I could
23 understand it with our replacement vehicles in the
24 county. We are in dire straits here and that two
25 million plus dollars is not even going to touch what we
26 need to replace. I think Mr. Stone is squeezing every
27 bit of blood out of a turnip that he can. But we've
28 got a lot of aging vehicles. And I think we've just
29 got to try to get them back on track. I know that's a
30 big number for replacement vehicles, but it doesn't --
31 it's not going to do everything we need to do this
32 year, but it's a good start.

33 TOMMY DUNN: Thank you, Mr. Davis.
34 Anymore discussion? Ms. Floyd.

35 GRACIE FLOYD: I was just going to say
36 that I would like to have a copy of the minutes or the
37 notes from the ---

38 TOMMY DUNN: She'll get you a copy.

39 GRACIE FLOYD: No, from the Planning
40 Committee.

41 TOMMY DUNN: That's what I'm talking
42 about. Anymore discussion?

43 RAY GRAHAM: So what was the number you
44 were recommending on that?

45 CINDY WILSON: The remainder of the bond,
46 as I understand it, is two million two hundred fifty
47 thousand dollars.

48 TOMMY DUNN: Again, council will be
49 voting on this as it comes back for purchase. This is
50 putting it in the budget. All in favor of the motion

1 show of hands. All opposed? Show the motion carries
2 Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Graham, Ms.
3 Wilson in favor and Ms. Floyd opposed. If there's no
4 objection -- anything else?
5 CINDY WILSON: Plenty more. We covered a
6 lot of territory.
7 TOMMY DUNN: Hang on a minute. If
8 there's no objection we're going to take about a ten
9 minute break. Any objection?
10 BRETT SANDERS: No, sir.
11 TOMMY DUNN: Okay. Thank you.
12 **BREAK**
13 CINDY WILSON: Are we ready?
14 TOMMY DUNN: Wait a minute. We're
15 missing somebody; aren't we?
16 BRETT SANDERS: Councilman Graham.
17 TOMMY DUNN: There you go. Turn that
18 camera around and get it on us.
19 CINDY WILSON: Okay. Next we discussed
20 the proposed twenty-five dollar road fee. The
21 positives are that the revenue estimated at 5.4 million
22 dollars would go strictly to road maintenance projects.
23 Funds would be segregated in a separate account and
24 would not be shared across any other levies. The net
25 effect of the fee would be to remove approximately one
26 mill from the roads and bridges department in the form
27 of asphalt piping, et cetera. We will continue the
28 discussion with public input after we finish our
29 general fund budget review.
30 Next our committee received as information from Mr.
31 Hugh Oldham a report on the current impact of our
32 county council's resolution to suspend the ramp fee
33 which was passed in 2017. In my recent review of the
34 airport special revenue fund, GLR153, a number of
35 accounts were noted as over-budget. Fuel cells have
36 been dramatically lower since the ramp fee was waved.
37 Fuel cells, hangar and tie-down leases and maintenance
38 fees help pay the operations and maintenance expenses
39 at the airport. Our airport is the most valuable and
40 visible asset for many corporate travelers and for our
41 local pilots. We have a new terminal project, a one
42 hundred fifty foot wide, six thousand foot runway
43 project and other projects proceeding with the help of
44 state and federal grant funds. Access to these grant
45 funds requires that our airport be self-sustaining.
46 Therefore our committee voted three to oh to recommend
47 for county council to immediately reinstate the ramp
48 fees and to only waive the ramp fees on purchase of
49 fuel from the airport. This measure is expected to
50 return approximately fifty-four hundred dollars a month

1 in revenues to the airport. That will have to come
2 back before council as it was not on our agenda and Mr.
3 Harmon will draft the resolution to suspend that
4 resolution and return the ramp fees.

5 That concludes our recommendations and we'll need
6 to have some more meetings.

7 TOMMY DUNN: Thank you.

8 GRACIE FLOYD: Mr. Chair?

9 TOMMY DUNN: Ms. Floyd.

10 GRACIE FLOYD: I didn't hear anything at
11 all about the ramp fee. This is brand new information
12 to me as a council person for District 2. Nothing was
13 said to me about a ramp fee and that we needed to
14 reinstate it or anything like that. I don't
15 understand.

16 TOMMY DUNN: We won't be voting anyway.
17 We discussed this in a budget workshop meeting. I
18 don't think you was there at that one. But anyway,
19 we're not going to vote on it tonight. It'll be two
20 weeks from tonight when we vote on it. So we'll get
21 you all the information you need on it and discuss it
22 with you; okay?

23 Thank y'all. Before we move on to our next item,
24 Ms. Floyd has informed me, unfortunately, the Men At
25 Work presentation won't be given tonight. They have a
26 young gentleman, fifteen years old, that was going to
27 present it and he has had some medical trouble. They
28 have flew him, I think to Charleston, Medical
29 University of Charleston. He's had a heat related
30 stroke, maybe. He had a heat related stroke?

31 MALE: (Inaudible.)

32 TOMMY DUNN: So we definitely want to
33 keep him in our thoughts and prayers. Not only him,
34 but his family. Appreciate what y'all do. Do y'all
35 mind stating the gentleman's name so we can keep it ...

36 MALE: Monte' Sellers (Phonics).

37 TOMMY DUNN: Mr. Seller, Monte' Sellers.
38 Thank you very much. Let his family know we're
39 thinking about him and them as they go through this.
40 Hopefully have recovery. Really hate to hear that.

41 Now, moving on -- and when Ms. Floyd -- we'll put
42 that back on the council agenda whenever she sees it
43 appropriate.

44 Moving on now to Item number 13, executive session.
45 Do I have a motion we go into executive session to
46 discuss the lease extension of 301 North Main Street
47 building, that's the Voter Registration office;
48 discussion on donation of property, a contract
49 contiguous to the Civic Center somebody wants to give
50 to us; and update on the contractual issues of the

1 County Square project. Have someone put that in the
2 form of a motion?

3 CINDY WILSON: So moved.

4 TOMMY DUNN: Motion Ms. Wilson. Have a
5 second?

6 RAY GRAHAM: Second.

7 TOMMY DUNN: Second Mr. Graham. All in
8 favor of the motion show of hands. Show the motion
9 carries unanimously. Thank you. We'll go back here --
10 okay, we'll go to the conference room.

11 **EXECUTIVE SESSION**

12 CINDY WILSON: ... having received
13 information regarding the lease extension of 301 North
14 Main Street building; donation of property at Civic
15 Center and contractual issues of County Square project.

16 TOMMY DUNN: We have a motion by Ms.
17 Wilson to come out of executive session. Do we have a
18 second?

19 RAY GRAHAM: Second.

20 TOMMY DUNN: Second Mr. Graham. All in
21 favor of the motion show of hands. Show the motion
22 carries unanimously. Do we have a motion?

23 RAY GRAHAM: Mr. Chairman, I'd like to
24 make a motion to accept the donation of a 4.82 acre
25 parcel contiguous to the Civic Center property.

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

28 JIMMY DAVIS: Second.

29 TOMMY DUNN: Second Mr. Davis. Any
30 discussion? Let me tell you what this is, is a company
31 that's got property next to the -- adjoins the Civic
32 Center property wanting to donate it. And we're
33 accepting. We think it's valuable to us to own it
34 since it joins our property. No cost to us. Lose tax
35 revenue on it, so ... All in favor of the motion show
36 of hands. Opposed like sign. Show the motion carries
37 unanimously.

38 And the other two items, just for discussion and
39 for information. And we'll be voting on those and
40 y'all will know at a later date what those are. It
41 gives us some more information to come back on and give
42 us something to vote on.

43 Moving on to Item number 14, appointments. There
44 are none.

45 Moving on to Item number 15, requests by council
46 members. Mr. Davis.

47 JIMMY DAVIS: I would like to appropriate
48 from my special projects fund four hundred dollars to
49 the Anderson County Development and Standards Planning
50 -- Department for planning workshop. And I make that

1 in the form of a motion.
2 TOMMY DUNN: Have a motion by Mr. Davis.
3 Have a second? Second Ms. Wilson. Any discussion?
4 All in favor of the motion show of hands.
5 Mr. Sanders.
6 BRETT SANDERS: Yes, sir. I'd also like to
7 put in the form of a motion the amount of four hundred
8 for the AC Development Standards.
9 TOMMY DUNN: We have a motion Mr.
10 Sanders. Have a second?
11 CINDY WILSON: Second.
12 TOMMY DUNN: Second Ms. Wilson. That's
13 the Planning Department coming up, they're having a
14 conference here in town and this will help them put
15 that on. Is that what they're asking for, four hundred
16 dollars from each council person? Is that what they're
17 asking for? Four hundred from each one; okay.
18 GRACIE FLOYD: (Inaudible.)
19 TOMMY DUNN: All in favor of Mr.
20 Sanders' thing show of hands. Opposed like sign. Show
21 the motion carries.
22 Ms. Wilson? Do you have anything? I'm giving Ms.
23 Floyd a chance to get caught up and sort of look at
24 that. Ms. Floyd don't have nothing? Okay, let Ms.
25 Wilson go ahead and then we'll come back. Ms. Wilson.
26 CINDY WILSON: District 7 would like to
27 appropriate a hundred and fifty dollars for the
28 Conservation Subdivision Design Workshop Program. I
29 would actually do more, but that's the remainder of the
30 account. And I put that in the form of a motion.
31 TOMMY DUNN: Okay. Do we have a second?
32 Second Mr. Graham. Any discussion? All in favor of
33 Ms. Wilson's motion show of hands, for a hundred and
34 fifty dollars, show of hands. Unanimous.
35 Mr. Graham?
36 RAY GRAHAM: Nothing at this time, Mr.
37 Chairman.
38 TOMMY DUNN: Ms. Floyd, do you have
39 anything?
40 GRACIE FLOYD: Yes. I have a donation,
41 the Greek Festival. Okay. Ms. Croegaert, do you
42 remember whether or not I have done anything for the
43 Greek Festival? Okay. I'll wait until after we check.
44 Okay. Please check it out for me to make sure. Thank
45 you.
46 TOMMY DUNN: Give me just a second. Out
47 of District 5's account appropriate fifteen hundred
48 dollars for the AC Development Standards Department.
49 Put that in the form of a motion.
50 CINDY WILSON: Second.

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

5 Now, moving on, if there's no other requests by
6 council members, we'll move on to Administrator's
7 report.

8 RUSTY BURNS: Nothing at this time, Mr.
9 Chairman.

10 TOMMY DUNN: Thank you. Now we'll move
11 on to citizens comments. If Mr. Harmon calls your
12 name, please state your name and district for the
13 record. You've got three minutes. And address the
14 chair, please. Mr. Harmon?

15 LEON HARMON: Mr. Chairman, we have one
16 speaker, Elizabeth Fant.

17 ELIZABETH FANT: Elizabeth Fant, District 3.
18 I want to comment on the transfers. Way back when,
19 2008, '09, '10, we used to have a hunk of those things
20 that went through and it was all at the end mostly and
21 it was obvious padding the -- using up the money kind
22 of thing. But I will say that the transfers that we're
23 seeing now seem to be legitimate, typed out, well
24 organized. Much, much, much improved.

25 I want to basically talk about paving. I notice
26 that for District 3 paving, the city of Belton is
27 getting nothing. City of Belton already has some major
28 infrastructure issues. Last week I talked about how I
29 knew of two sinkholes. It's now up to four. These are
30 huge sinkholes. These are pipes that have let loose
31 all the way from the main highway into businesses. I
32 don't know why we're not having any paving, Mr. Graham,
33 designated for Belton.

34 I'm also concerned about the paving report for
35 District 1. Looks to me like the Civic Center is
36 getting, is that right, a hundred and nineteen thousand
37 dollars out of a total of a hundred and twenty-five.
38 Civic Center? Getting a hundred and nineteen thousand
39 dollars of a paving fund of District 1? I thought that
40 when we had hospitality funds that if we needed new
41 roads or areas that generated money like the Civic
42 Center, I thought that's what we were using part of
43 those hospitality funds for. So District 1 basically
44 is giving all the paving money to the Civic Center for
45 landscaping. I don't see that that could be correct.

46 Third, I see that District 6 paving account,
47 Powdersville School District, is getting twenty
48 thousand dollars. Why? If the school districts are
49 already getting seventy percent of our tax money for
50 their schools, why are we giving them money for paving?

1 LEON HARMON: Time, Mr. Chairman.
2 TOMMY DUNN: Thank you, Mr. Harmon.
3 Anyone else?
4 LEON HARMON: No one else is signed up.
5 TOMMY DUNN: Moving on with comments
6 from council members. Mr. Davis?
7 JIMMY DAVIS: Thank you, Mr. Chairman. I
8 want to just say real quick that yesterday -- we have
9 enjoyed in District 6 several grand openings of recent.
10 One of which Elements who is a ?? testing company who
11 Mr. Nelson worked very hard to help get into our neck
12 of the woods. We had that grand opening there.
13 And yesterday we celebrated the opening of The Eggs
14 Up Grill in Powdersville. And so we're continuing to
15 see growth up there. I just got a piece of information
16 that says the stats are in, Anderson County's
17 unemployment rate is 2.8 percent for the month of
18 April. That's probably full employment or more. So
19 this county continues to grow and I hope that we can do
20 a better job of retaining our young people and our
21 talent in the county. Just going forward and I
22 appreciate all the hard work of this county staff.
23 Thank you, Mr. Chair.
24 TOMMY DUNN: Thank you, Mr. Davis.
25 Mr. Sanders?
26 BRETT SANDERS: None at this time, sir.
27 TOMMY DUNN: Ms. Floyd?
28 GRACIE FLOYD: Not at this time except for
29 the fact that I'm glad to see Liz is back. You've been
30 out for quite a while and we've missed you sitting
31 there. So welcome back.
32 TOMMY DUNN: Thank you, Ms. Floyd.
33 Mr. Graham?
34 RAY GRAHAM: Thank you, Mr. Chairman.
35 I'm going to make this brief. I know yesterday in the
36 budget workshop there was some discussion on life
37 packs. We did meet with Steve, Director of EMS, on
38 this. And just wanted to kind of let you guys know
39 where we stood on this. Basically we currently have
40 three life packs that's in the QRVs and also Steve's
41 vehicle. All three of these life packs are pretty much
42 at end of life. He came with a proposal to purchase
43 two new ones. And upon Public Safety's encouragement,
44 basically we went back to a group that basically sells
45 these items and what we're looking at is basically that
46 company is willing to take a trade-in value of five
47 thousand dollars per life pack that we have to put
48 toward three new life packs, which would upgrade our
49 system to more up-to-date equipment. And another thing
50 they're willing to offer is basically a five-year lease

1 program; basically no interest. Basically if you went
2 out and purchased the equipment or if you divided it up
3 into a five-year lease, it would be the same exact
4 dollars. The benefit with the lease program is
5 naturally they're going to be under warranty and
6 covered in the event something takes place as far as
7 damage. We're still working out the numbers on that.
8 So I'll definitely have that to full council as soon as
9 we get that. But it looks like instead of purchasing
10 two Public Safety's recommendation, and again this has
11 not finalized through Public Safety Committee, but it
12 looks like what we'll be bringing back is trading the
13 three we currently have in and actually purchasing
14 three new ones. And basically where we're going to be
15 saving is actually getting the trade-in value off of
16 each three where basically we're going to actually get
17 another new piece of equipment for actually a little
18 bit less than what we were originally going to pay for
19 two. Just wanted to update everybody on that.

20 TOMMY DUNN: Thank you, Mr. Graham.

21 Ms. Wilson?

22 CINDY WILSON: Thank you, Mr. Chairman.

23 It's really a beautiful thing when our county and our
24 employers and our school districts and higher education
25 institutions can work together to train workforce. I'm
26 so proud of being able to see that happen in our
27 county.

28 The other thing, we have the Conservation
29 Subdivision Design Workshop coming up. And Ms. Alesia
30 Hunter is to be commended for being able to engage this
31 gentleman to come to Anderson. She's been trying for a
32 long time. Hopefully he will have some ideas that will
33 be very useful in our subdivision designs that come
34 forward and development standards going forward. It
35 should be very helpful and make it more pleasant to
36 live in these areas.

37 We've got some other people who are hoping to come,
38 too. Development, we know, costs a lot of money, but
39 there are tax incentives and other potential grants
40 that developers can access in consideration of some of
41 the conservation-type programs they would incorporate
42 in their design. So that should be a very good program
43 and I'm looking forward to going. I'm hearing we've
44 got people coming from all over the southeast to the
45 Civic Center for that program. Thank you.

46 TOMMY DUNN: Thank you, Ms. Wilson.

47 Ms. Floyd, did you have something?

48 GRACIE FLOYD: I forgot something I

49 really, really wanted to do.

50 TOMMY DUNN: Ms. Floyd, speak into the

1 mic.

2 GRACIE FLOYD: Something I really, really
3 wanted to do. It's not unusual but it's strange; it's
4 really strange. You've heard of somebody graduating
5 from college, but have you ever heard of two youngsters
6 graduating in the same year at the same time from one
7 family? No. Let me introduce the young ladies. Would
8 you please stand.

9 **APPLAUSE**

10 GRACIE FLOYD: That's their mother. Would
11 the mother please stand? That's the mother.

12 **APPLAUSE**

13 GRACIE FLOYD: Which is the oldest now?
14 She graduated from Anderson University and she has a
15 job already down in Georgia. Okay. And we have the
16 other one, she graduated from down in Orangeburg and
17 she is going to start her own business. Aren't you
18 proud of them? And proud of the mother.

19 **APPLAUSE**

20 TOMMY DUNN: Thank you, Ms. Floyd.
21 Appreciate everybody's work on the budget. I'd ask
22 you to do it tonight or if y'all want to wait and get
23 in touch with Lacey to schedule our next budget
24 workshop meeting for either Monday or Tuesday of next
25 week. Monday is Memorial Day. I don't guess we're
26 doing it Monday. Wednesday would be better, wouldn't
27 it, Mr. Burns?

28 JIMMY DAVIS: I am unavailable during the
29 day all week.

30 TOMMY DUNN: How about in the afternoon,
31 six o'clock Wednesday? Anybody got a problem with
32 that? Six o'clock Wednesday. It's tentatively set,
33 we'll get back for Wednesday at six o'clock if we have
34 trouble or something another.

35 Appreciate everybody coming out.

36
37

(MEETING ADJOURNED AT 8:15 P.M.)

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
JUNE 4, 2019

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
CRAIG WOOTEN
CINDY WILSON
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to call
2 the regular County Council meeting of June 4th to
3 order, the part with our resolutions and proclamations,
4 part of our council meeting. I'd like to welcome each
5 and everyone here. Thank y'all for coming. First
6 we've got Resolution R2019-023, Ms. Wilson. Ms.
7 Wilson.

8 CINDY WILSON: Thank you, Mr. Chairman.
9 It is with great pleasure and such an honor to
10 honor and recognize this incredible program.
11 THIS IS A RESOLUTION TO HONOR THE PALMETTO HIGH SCHOOL
12 AIR FORCE JUNIOR RESERVE OFFICER TRAINING CORPS FOR
13 RECEIVING THE 2018-2019 DISTINGUISHED UNIT MERIT AWARD,
14 AND THE SILVER STAR COMMUNITY SERVICE WITH EXCELLENCE
15 AWARD; AND OTHER MATTERS RELATED THERETO.

16 Whereas, The AIR FORCE Junior ROTC program is
17 located in 900 high schools worldwide with an
18 enrollment of more than 120,000 cadets who will
19 complete over 1.6 million hours of community service
20 each year; and,

21 Whereas, the Junior ROTC program was established to
22 educate and train high school cadets in life skills
23 such as citizenship, responsibility, self-discipline
24 and building character. Students also receive
25 instruction on air and space fundamentals. This
26 program promotes and encourages cadets to actively
27 engage in community service; and,

28 Whereas, The Air Force Junior Reserve Officer
29 Training Corps, Unit SC 942 of Palmetto High School,
30 was selected as the recipient of the 2018-2019
31 Distinguished Unit with Merit Award for the 13th
32 consecutive year. This award recognizes the cadets who
33 have performed with above normal expectations, and
34 distinguished themselves by providing service at school
35 and throughout the community; and,

36 Whereas, this unit also earned the "Silver Star"
37 Community Service Award with Excellence award for the
38 fifth consecutive year. This prestigious award
39 recognizes the dedication of cadets who have provided
40 the highest per average community service hours in
41 support of schools and their local communities. Of the
42 41 AFROTC units in South Carolina, Unit SC 942 of
43 Palmetto High School is the only unit to receive this
44 award; and,

45 Whereas, on Saturday, May 11, 2019 the Palmetto
46 High School AFJROTC Unit SC 942 did participate in the
47 2019 "Howdy" town-wide Williamston cleanup day. During
48 this event they assisted fellow community volunteers in
49 clean-up work and beautification efforts for the town;
50 and,

1 Whereas, the Anderson County Council commends and
2 congratulates the Palmetto High School Junior Reserve
3 Officer Training Corp on all of your tremendous
4 accomplishments. We recognize the exceptional
5 character, citizenship and self-discipline it takes to
6 put service before self. We are proud of our youth who
7 will become future leaders of Anderson County, South
8 Carolina and the United States. We would like to wish
9 you great success in all of your future endeavors.

10 RESOLVED in a meeting duly assembled this 4th day
11 of June 2019.

12 May I put that in the form of a motion?

13 TOMMY DUNN: Yes, ma'am. Have a
14 motion. Second?

15 RAY GRAHAM: Second.

16 TOMMY DUNN: Second Mr. Graham.

17 Any discussion? All in favor of the motion show of
18 hands. Opposed like sign. Show the motion carries
19 unanimously.

20 CINDY WILSON: May I have my fellow
21 council members and members of the corp, along with
22 their officers, please.

23 **PRESENTATION OF RESOLUTION**

24 TOMMY DUNN: Moving on now to
25 Item 2(b), resolution R2019-024, Mr. Graham. Mr.
26 Graham.

27 RAY GRAHAM: Thank you, Mr.
28 Chairman. I'd like to present this Resolution R2019-
29 024.

30 THIS IS A RESOLUTION TO RECOGNIZE AND HONOR THE
31 CRESCENT HIGH SCHOOL TIGERS BASEBALL TEAM FOR THEIR
32 EXCEPTIONAL PERFORMANCES, AS 2019 AAA STATE RUNNER UP,
33 2019 AAA UPPER STATE CHAMPIONS, AND 2019 DISTRICT ONE
34 CHAMPIONS; AND OTHER MATTERS RELATED THERETO.

35 Whereas, the Crescent High School Tigers baseball
36 team began their season in February 2019 and continued
37 to energize the community throughout this historic
38 baseball season with a record of 19-11; and,

39 Whereas, on April 4, 2019, the Crescent Tigers
40 traveled to Seneca High School to face the Seneca Cats.
41 The Tigers defeated the Cats with a winning score of
42 10-1, earning the Region 1 AAA Championship title, a
43 first since 2006; and,

44 Whereas, on April 29, 2019, the Crescent Tigers
45 played against the Broome High School Centurions in the
46 District 1 Championship. The Tigers defeated the
47 Broome High School with a score of 3-2, winning the
48 District One Championship for the first time in school
49 history; and,

50 Whereas, on May 8, 2019, the Crescent Tigers played

1 against the Chapman High School Panthers winning with a
2 score of 10-3, and receiving the title of Upper State
3 Champions for the first time in school history, as
4 well; and,

5 Whereas, on May 11, 2019, the Crescent Tigers faced
6 Bishop England at home in Iva, South Carolina for game
7 one of the South Carolina State AAA Championship
8 Series. Bishop England took the lead with a 3-2 win.
9 On Tuesday May 14, the Tigers traveled to Charleston,
10 South Carolina to play in game two of the Series
11 against Bishop England. The Tigers received the win
12 with the score of 6-4. On Saturday May 18, the
13 Crescent Tigers traveled to Lexington, South Carolina
14 to play in game three of the AAA State Championship.
15 The Tigers were defeated by Bishop England with a score
16 of 4-3 and became the AAA State Runner-up. It is the
17 first time for the Crescent Tigers to reach this state
18 championship; and,

19 Whereas, The Anderson County Council wishes to
20 commend our youth who demonstrate high levels of
21 dedication, sportsmanship, teamwork and professionalism
22 required to compete in a highly competitive
23 environment. We are proud of the Crescent Tigers
24 baseball team for reflecting true pride throughout the
25 community and setting an example for their peers to
26 emulate. We are proud of your accomplishments and
27 would like to wish each of you great success in your
28 future endeavors.

29 LET THIS BE RESOLVED in a meeting duly assembled
30 this 4th day of June, 2019.

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

32 TOMMY DUNN: Have a motion by Mr.
33 Graham. Second Ms. Wilson. Any discussion? All in
34 favor of the motion. Opposed like sign. Show the
35 motion carries unanimously with the ones here.

36 Thank you, Mr. Graham.

37 RAY GRAHAM: Mr. Chairman, if I
38 may, we would have Coach Carson and the players step
39 down front.

40 PRESENTATION OF RESOLUTION

41 COACH CARSON: Just wanted to thank
42 y'all for this honor. Like Mr. Graham said, it was --
43 throughout this playoff run, especially, it was neat to
44 see the Starr-Iva community come out and really support
45 us and then to get this at the tail end of it sure is
46 neat. So again, from all of us -- and we don't have
47 our six seniors here today; they're at Senior Week this
48 week. I know they're very appreciative of it and would
49 like to have been here. But I know the boys sure do
50 like this kind of stuff. So thank y'all.

APPLAUSE

1
2 TOMMY DUNN: Moving on to Item
3 number 2(c), R2019-025, a resolution, Mr. Graham and
4 Ms. Wilson. Who's going to do it. Ms. Wilson.
5 THIS IS A RESOLUTION TO RECOGNIZE MATTISON WATSON
6 FOR HER ACADEMIC ACHIEVEMENTS AND FOR HER EXCEPTIONAL
7 CHEER PERFORMANCES; AND OTHER MATTERS RELATED THERETO.
8 Whereas, Mattison Watson is a 16 year old sophomore
9 at Belton-Honea Path High School. She is a member of
10 the National Beta Club, and is academically ranked 2nd
11 in her sophomore class. Mattison has sustained a 4.85
12 GPA or higher during her attendance at Belton-Honea
13 Path High School; and,
14 Whereas, in 2011, 8 year old Mattison Watson began
15 cheering and has cheered continuously for 9 years; and,
16 Whereas, in 2013, Mattison began cheering at
17 Rockstar Cheer in Greenville at all levels from
18 tumbling to stunting capabilities; and
19 Whereas, in 2015, at 12 years, Mattison began
20 cheering in school during the 7th grade and has
21 continued as a varsity cheerleader for 5 seasons; and,
22 Whereas, Mattison is a four time Varsity Letterman
23 in cheerleading and was voted MVP by her teammates in
24 2015, 2016, 2017, 2018; and,
25 Whereas, Mattison has been competing in cheer
26 competitions since 2015 and has been named Varsity
27 Summit Champion, USASF World Champion Silver Medalist,
28 USASF World Champion, NCA National Champion, UCA
29 National Champion, Cheersport National Champion, and
30 South Carolina State Cheerleading Region Champion; and,
31 Whereas, Mattison Watson and the Rockstar Cheer
32 Beetles did compete in Orlando, Florida on March 10,
33 2019. During this competition the team won the title
34 of 2019 Triple Crown Grand Champions for having the
35 highest score in this level of competition; and,
36 Whereas, the Anderson County Council is proud of
37 its youth who demonstrate qualities of vision,
38 dedication, and personal commitment. As a result of
39 your hard work, sportsmanship and precise attention to
40 detail you have the ability to be successful in a
41 highly competitive environment. We are proud of your
42 accomplishments and we wish you great success in all of
43 your future endeavors.
44 RESOLVED in a meeting duly assembled this 4th day
45 of June 2019.
46 May I put that in the form of a motion?
47 TOMMY DUNN: Yes, you may. Have
48 a motion Ms. Wilson. Have a second? Second Mr. Davis.
49 Any further discussion?
50 CINDY WILSON: Just a quick note

1 that if you look at the backup, one would think that
2 Ms. Mattison Watson must be two hundred years old from
3 all the accomplishments she's made in her short sixteen
4 years. So thank you.

5 TOMMY DUNN: Anyone else? All in
6 favor of the motion show of hands. Opposed like sign.
7 Show the motion carries unanimously.

8 CINDY WILSON: May we have our
9 fellow council members and Miss Watson and her family.

10 **PRESENTATION OF RESOLUTION**

11 **APPLAUSE**

12 TOMMY DUNN: Moving on next to
13 Item 2(d), Resolution R2019-026, Councilman Wooten.
14 Mr. Wooten.

15 CRAIG WOOTEN: Thank you, Mr.
16 Chairman. It's with honor and regret that I make this
17 resolution.

18 THIS IS A RESOLUTION TO HONOR CAPTAIN ROBERT J. DOLBY,
19 IV AND CAPTAIN HEATHER DOLBY OF THE SALVATION ARMY FOR
20 THEIR EXTRAORDINARY SERVICE TO THE CITIZENS OF ANDERSON
21 COUNTY.

22 Whereas, Captains Rob and Heather Dolby are
23 Salvation Army officers who serve in The Salvation Army
24 of the Carolinas under the Southern Territory Command
25 of The Salvation Army USA, of which the Anderson, South
26 Carolina Salvation Army is an affiliate; and

27 Whereas, the mission of The Salvation Army is "to
28 preach the gospel of Jesus Christ and to meet human
29 needs in His name without discrimination," its motto is
30 "Doing the Most Good," and "Through programs that serve
31 the body, mind, and soul, The Salvation Army works to
32 alleviate the symptoms of poverty, then works to
33 address the root issues that cause it"; and

34 Whereas, Captains Rob and Heather Dolby, over the
35 past years, have exemplified the mission, motto, and
36 programmatic goals of The Salvation Army in their work
37 on behalf of Anderson County residents most in need,
38 making an indelible mark on our community for the
39 better; and

40 Whereas, Captains Rob and Heather Dolby, through
41 their energetic, empathetic leadership, have forged
42 unprecedented partnerships between our local
43 governments, charities, churches, and other
44 organizations, of which the fruits are evident and
45 ongoing, including a new 30-bed shelter that makes
46 Anderson County one of only a handful of communities in
47 the United States that have enough beds for every
48 person experiencing homelessness; and

49 Whereas, Captains Rob and Heather Dolby conclude
50 their duty in Anderson County and begin new

1 appointments in Atlanta, Georgia, effective Monday,
2 June 17th, 2019; and

3 Whereas, the Anderson County Council, on behalf of
4 the citizens of Anderson County, in recognition of
5 their extraordinary service to our county, do hereby
6 honor and express profound appreciation to Captains Rob
7 and Heather Dolby, wishing them only the best in their
8 future endeavors.

9 Resolved in a meeting duly assembled this 4th day
10 of June, 2019.

11 I put this in the form of a motion.

12 TOMMY DUNN: Have a motion Mr.
13 Wooten; second Mr. Sanders. Any discussion?

14 I'd just like to echo Councilman Wooten's remarks
15 as far as very privilege to give you this and honored,
16 but by the same token, we have regrets. We've going to
17 miss you. I want you to know you and your wife has had
18 a lasting impression on the citizens of Anderson County
19 and we appreciate what all you've done for Anderson
20 County. You're going to be dearly missed and we wish
21 you nothing but the best.

22 All in favor of the motion show of hands. Opposed
23 like sign. The motion carries unanimously. Mr.
24 Wooten.

25 CRAIG WOOTEN: If everyone would
26 join up front. Mr. and Mrs. Dolby.

27 **PRESENTATION OF RESOLUTION**

28 MR. DOLBY: They say I have
29 thirty seconds to thank you. I just want to say this,
30 we knew when we got to Anderson County, this is a
31 county of abundance. We're growing. People are
32 noticing Anderson County in large part by the work of
33 this county council. Anderson is a place people want
34 to move to. Anderson is a place people want to send
35 their kids to school; raise a family. It's a good
36 place to live. It's been better to us than we could
37 have ever been to Anderson. We also notice that more
38 and more folks are moving to Anderson for opportunity,
39 sometimes fall on hard times. As we stand here in
40 government today, I would echo, FDR said this, how do
41 we measure our progress? Franklin Delano Roosevelt
42 said, we measure our progress not by the abundance we
43 add to those who have much, but whether we provide
44 enough for those who have little.

45 MS. DOLBY: Anderson is one of
46 the places we've lived, out of many places, as
47 itinerant ministers in the Salvation Army. And it's
48 big enough to be growing. It's big enough that people
49 have opportunities to provide for themselves and for
50 their family. But it's also small enough to still know

1 your neighbors when you go to the grocery store and say
2 hello. And we've enjoyed living here and it's been
3 such a tremendous blessing. But my favorite part is
4 how neighborly this place really is. It's a loving
5 community that cares for one another and love never
6 fails. Thank you very much.

7 **APPLAUSE**

8 TOMMY DUNN: Moving on now to
9 Item number 2(e), Proclamation. This will be a
10 proclamation from Councilman Sanders. Mr. Sanders.

11 BRETT SANDERS: Yes, sir, Mr.
12 Chairman.

13 This is a proclamation for the War of 1812 Patriot
14 Marking for David Russell

15 Whereas, David Russell, a life-long resident of
16 South Carolina, having been born January 1, 1793, in
17 Cane Creek, Pendleton District; and,

18 Whereas, David Russell enlisted October 6, 1814 in
19 support of his country against the British, the United
20 States having declared War on June 18, 1812 and David
21 following in the footsteps of his father, Thomas
22 Russell, and grandfather, Matthew Russell, both North
23 Carolina and South Carolina Patriots of the American
24 Revolution, respectively; and,

25 Whereas, David Russell served his country in the
26 War of 1812 as a private under Captain Chapman Levy's
27 Company of Riflemen and later under McWillies' Regiment
28 South Carolina Militia; and,

29 Whereas, David Russell, upon discharge on March 5,
30 1815 in Charleston, South Carolina, did return home,
31 marry and raised a family of six children; and,

32 Whereas, David Russell died July 7, 1860 in
33 Townville, Anderson County, South Carolina; and,

34 Whereas, the South Carolina State Society United
35 States Daughters of 1812, and the Hermitage Chapter,
36 Tennessee State Society, along with the descendants of
37 David Russell, wish to mark his grave in remembrance of
38 his service therefore; and,

39 Whereas, the Anderson County Council hereby declare
40 June 2, 2019 to be a day of remembrance to David
41 Russell and his fellow South Carolina soldiers who
42 fought in the War of 1812 to preserve our way of life
43 and signal to the world the might and resilience of the
44 United States of America.

45 Proclaimed this 2nd day of June 2019.

46 Mr. Chairman, I'd like to bring that in the form of
47 a motion.

48 TOMMY DUNN: Motion Mr. Sanders.
49 Have a second Ms. Wilson. Further discussion? All in
50 favor of the motion show of hands. Opposed like sign.

1 Show the motion carries unanimously.
2 Anything else, Mr. Sanders?
3 BRETT SANDERS: Yeah. This was
4 actually given on Sunday at the grave site at the
5 Townville Baptist Church. The family actually came
6 down from Michigan and they were greatly appreciative
7 and told me to thank everyone on Council.
8 TOMMY DUNN: Thank you, Mr.
9 Sanders, appreciate that.
10 BRETT SANDERS: Yes, sir. Thank
11 you.
12 TOMMY DUNN: That will conclude
13 this part of our council meeting. We'll reconvene here
14 at 6:30. In about four minutes we'll start the regular
15 council meeting.
16
17 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:26 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL

COUNTY COUNCIL MEETING

JUNE 4, 2019

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
CRAIG WOOTEN
CINDY WILSON
GRACIE FLOYD
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to
2 call the regular Anderson County Council meeting of
3 June 4th to order. I'd like to welcome each and every
4 one of you here tonight. Thank you for coming.

5 At this time we will -- Ms. Floyd is not here at
6 this time. I'm going to ask Mr. Davis if he'll lead us
7 in the invocation and pledge of allegiance, if we'll
8 all rise, please.

9 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS**

10 TOMMY DUNN: Moving on to Item number 3,
11 approval of the minutes. Are there any corrections or
12 changes to be made to the minutes. I'm sorry. May
13 21st not received.

14 We'll move on before we go to citizens comments,
15 couple of housekeeping notes. On the agenda tonight
16 9(a) contractual issues related to facilities lease and
17 executive session has been pulled. And Item 7(b),
18 ordinance to approve agreement for transfer of assets
19 between Anderson County, South Carolina and ReWa, that
20 will be discussed in executive session. When we come
21 back out if there's any votes taken, it'll be voted in
22 public. 7(b) will be executive session discussion.

23 At this time I ask Mr. Harmon, be time for citizens
24 comments, number 4. When Mr. Harmon calls your name,
25 for the record if you'll state your name and district
26 for the record. You have three minutes. And please
27 keep items that's on the agenda this go-around. And
28 please address the Chair, please. Mr. Harmon.

29 LEON HARMON: Mr. Chairman, first speaker
30 is Melvin Gregory.

31 MELVIN GREGORY: Mr. Chairman and Mr.
32 Administrator, I come before you about this fifty
33 dollar vehicle excise tax you want to put on us. Being
34 a senior citizen, we cannot afford fifty dollars per
35 vehicle. Times are hard, especially once you're a
36 senior; your income is fixed. We don't have additional
37 revenue streams like you do. Every time the county
38 needs money, seems like you -- we need a revenue
39 stream. Sir, we don't have that. And it's very
40 difficult for us to make ends meet when these revenue
41 streams just keep coming seems like year-end, year-out.
42 We need to do something about that. Mr. Chairman, I
43 look for you to, you know, address some of those items.

44 Also, as far as the budget is concerned, do we have
45 audits on credit cards? Do we look at the number of
46 vehicles that the county has? Do we look at cell
47 phones? Do we look at the amount of money that's spent
48 when we go to Hilton Head so that it's made public and
49 we understand what's being done as far as the budget is
50 concerned. We need to look at vehicles very hard. The

1 two times in the last three years I've asked county to
2 come out, one was standards and building codes, the
3 gentleman came out in a Ford Expedition, looked at a
4 house, nothing he could do. The second time he came
5 out about a gully problem they have at the house in
6 front of me. He looked at it, sir, we don't have money
7 in the budget. We can't do anything for you. But he
8 was driving a late model Chevrolet Silverado truck.
9 Now, something is not right the way we're handling our
10 money. We don't have a revenue problem. We've got a
11 spending problem. And we need to do something about it
12 and it needs to be done quick. I thank you.

13 TOMMY DUNN: Mr. Harmon?

14 LEON HARMON: Mr. Chairman, next speaker
15 is Dan Harvell.

16 DAN HARVELL: Mr. Chairman, members of
17 council, it's good to see you. Always glad to see that
18 we've got six out of seven on the council that are
19 Republicans and we appreciate your service.

20 I used to be a regular fixture here, almost every
21 council meeting for many years, so you know if I've
22 come back for this, it's very important to me. I've
23 talked to a lot of people across the county about this
24 proposed vehicle fee. A fee is actually just another
25 tax. I've not talked with anyone that is for this. I
26 know we may have exceptions for senior citizens, but
27 there are a lot of other people in between youth and
28 senior citizens that actually can't -- just can't
29 afford anymore. For instance, in the town of Honea
30 Path, you can practically wash your hands with water
31 one time a month and your minimum bill is going to be
32 fifty-five to sixty dollars. Now, that's a fact. And
33 it may continue to go up more because of sewer
34 problems. Now, we understand the mandates and all
35 that. But nonetheless we're taxed enough already. We
36 look to you as our representatives, as our elected
37 officials, we look to you to trim absolutely everything
38 you can to do what you can to keep taxes where they are
39 now. There are people that I've talked to, and yes,
40 they do have rather expensive vehicles, but some
41 vehicle taxes are getting close to a thousand dollars
42 now. That's just -- that's a lot of money. The county
43 is taking a lot of money based on the vehicles and the
44 property taxes coming off those vehicles already. So
45 we ask you to please consider and don't do this
46 particular thing to the people.

47 And I will say, I want to be fair, you have these
48 problems based on some things that happened with the
49 former administrator, and that is certainly to exclude
50 Mr. Burns, the former administrator who went through

1 almost a decade here with a puppet council that
2 absolutely paid little attention to paving and
3 maintenance of roads and bridges. So I do want to say
4 that because that is something the general public needs
5 to know. It's not all your fault that we're in the
6 position that we're in now with our roads and bridges.
7 But please do whatever you can to avoid this happening.

8 Thank you very much, and thank you for your
9 service.

10 TOMMY DUNN: Mr. Harmon?

11 LEON HARMON: Mr. Chairman, no one else
12 is signed up.

13 TOMMY DUNN: Thank you, Mr. Harmon.

14 Moving on to Item number 5(a), 2019-008, ordinance
15 authorizing the execution and delivery of Fee in Lieu
16 of Tax Agreements by and between Anderson County, South
17 Carolina and a company or companies know to the County
18 at this time as Project Tarpon with respect to certain
19 economic development property in the County, whereby
20 such property will be subject to certain payments in
21 Lieu of Taxes, including the provision of certain
22 Special Source Revenue Credits.

23 This will be a public hearing. Anyone wishing to
24 speak to this matter, please step forward, state your
25 name and district and address the Chair, please.
26 Anyone at all? Seeing and hearing none, public hearing
27 will be closed. Mr. Nelson, you got anything? I know
28 this is third reading. Do you have anything you want
29 to say on this matter?

30 BURRISS NELSON: Yes, sir. Thank you, Mr.
31 Chairman. I certainly appreciate the opportunity.
32 This is the company, a solar project, Southern Current,
33 the same company we had projects with in the middle of
34 last year. This is taking some current property that's
35 paying six hundred and sixty-eight dollars in annual
36 property tax and converting that to paying twenty-nine
37 thousand and forty-three dollars a year in property
38 tax. And of course, there are no jobs created with
39 this, but there are also no expenses that would be
40 incurred by the county or the county schools. This
41 comes to council as a recommendation from the staff and
42 from the Economic Development Advisory Board. Thank
43 you, sir.

44 TOMMY DUNN: Thank you, Mr. Nelson. Do
45 we have a motion to move this forward?

46 RAY GRAHAM: So moved.

47 CINDY WILSON: So moved.

48 TOMMY DUNN: Motion Mr. Graham; second
49 by Ms. Wilson. Any discussion?

50 CINDY WILSON: May I very quickly?

1 TOMMY DUNN: Ms. Wilson.
2 CINDY WILSON: On our fee in lieu of
3 taxes, it sounds like the county will be getting a nice
4 little hit, and it's certainly more than the current
5 taxes, but it must be noted that seventy-five percent
6 of that twenty-nine thousand and forty-three dollars
7 goes to our schools.
8 BURRISS NELSON: Yes, ma'am.
9 CINDY WILSON: Thank you.
10 TOMMY DUNN: Thank you, Ms. Wilson.
11 Anyone else? All in favor of the motion show of hands.
12 Opposed like sign. Show the motion carries
13 unanimously.
14 Moving on now to Item number 5(b), 2019-018,
15 ordinance to amend an agreement for the development of
16 a Joint County Industrial and Business Park (2010 Park)
17 of Anderson and Greenville Counties so as to enlarge
18 the park to include certain property of Project
19 Browser.
20 This will be a public hearing. Anyone wishing to
21 speak to this matter, please step forward and address
22 the Chair, state your name and district, please.
23 Anyone at all? Seeing and hearing none, public hearing
24 will be closed. Mr. Nelson, do you have anything you
25 would like to add?
26 BURRISS NELSON: Yes, sir. Thank you, Mr.
27 Chairman. This, of course, is a reciprocal agreement
28 project for a multi-county park agreement with
29 Greenville. This is a project that is yet unannounced.
30 I think I've given the name of the company to all the
31 council members. But the Project Browser is a
32 longstanding company with a great history in Upstate
33 South Carolina and really around the world. And this
34 allows Greenville to offer them some state benefits and
35 incentives that otherwise would not be available to
36 them. And of course, this is a courtesy agreement
37 between, and reciprocal agreement, between Anderson and
38 Greenville Counties in these multi-county park
39 agreements. And this comes to council as a
40 recommendation from the staff and from the Economic
41 Development Advisory Board.
42 TOMMY DUNN: Anyone have any questions
43 or comments for Mr. Nelson? We have a motion to move
44 this forward? Motion Ms. Wilson. Do we have a second?
45 Second Mr. Graham. Further discussion? All in favor
46 of the motion show of hands. Opposed like sign. Show
47 the motion carries unanimously. Thank you very much,
48 Mr. Nelson.
49 BURRISS NELSON: Thank you for your support.
50 Thank you.

1 TOMMY DUNN: Moving on to Item number
2 6(a), ordinance second reading. This was our operating
3 and capital budgets of Anderson County for fiscal year
4 July 1, 2019 and ending June 30, 2020. We'll go into a
5 public hearing. At this time anyone wishing to speak
6 to this matter, please step forward and address the
7 chair. State your name and district for the record,
8 please.

9 FRANK PRESSLY: There we go. Frank
10 Pressly, District 4. I seem to have concerns about
11 this car tax. I know it's part of the budget. It's
12 money that we're looking to take in.

13 TOMMY DUNN: Let me just correct one
14 thing. It's not part of the budget. It's not on what
15 we're voting on tonight. Go ahead.

16 FRANK PRESSLY: Okay.

17 TOMMY DUNN: And if it is voted on, just
18 for the record, everybody out there we'll have to have
19 three readings, separate readings on its own. It's not
20 on the budget tonight.

21 FRANK PRESSLY: All right. Once again, the
22 car tax fee, whatever they're calling it, the way it's
23 supposed to work is that we provide a service for the
24 people in the county and we then charge them a fee for
25 that service. You can't just assess a fee and then try
26 to back up and decide why you're doing it if it's not
27 offsetting a cost. A fee is a tax. On a tax then the
28 school is going to get seventy-five percent of it. If
29 we call it a fee, we retain the funds ourselves. Now,
30 the difference is, is a tax you have to pay. If this
31 is money that people have to pay it's not a fee. A fee
32 is a discretionary money that you pay to use a service
33 that the county provides. So what we call this, I mean
34 I don't know what it's going to be, but we're really
35 entering a slippery slope here if we call it a fee and
36 then don't follow a gap to explain why that fee is
37 necessary. Are we going to set up toll booths to
38 collect fees from the other people that use those
39 roads? Because you can't just single out a certain
40 class of people to take on some -- pay some monies that
41 you don't charge anyone else. If you tell them, look,
42 we're charging this fee because you're using the county
43 roads, what about everyone else that's using the county
44 roads? Are they not -- I mean you're going to run into
45 some equal protection issues if some people are paying
46 it and some people aren't.

47 So let's nail down the language on this and make
48 sure that we're doing this for the right reason. I
49 know we need the revenue, but these are not supposed to
50 be revenues; they're supposed to offset a cost. So

1 y'all think about that. We don't want a bunch of
2 lawsuits to start about this. It is of great concern.
3 And you just heard two other people talk about senior
4 citizens can't afford it. Well, I know you've talked
5 about an exemption for senior citizens. Other people,
6 they live on limited incomes, too. So if we're going
7 to do this as a fee, let's think of some way, you know,
8 are we going to have an annual exhaust inspection or
9 something that we do for the public in order to justify
10 charging this money?

11 TOMMY DUNN: Anyone else? Anyone at
12 all? Public hearing will be closed. We're moving on
13 now. Do we have a motion to put this on the floor for
14 discussion?

15 RAY GRAHAM: So moved.

16 TOMMY DUNN: Motion Mr. Graham. Have a
17 second?

18 CRAIG WOOTEN: Second.

19 TOMMY DUNN: Second Mr. Wooten. Now
20 discussion? Do we have any?

21 RAY GRAHAM: I've got some, Mr.
22 Chairman.

23 TOMMY DUNN: Go ahead, Mr. Graham.

24 RAY GRAHAM: On this, you know, for the
25 public that's here tonight, you know, naturally this is
26 really nothing more than policy as far as moving this
27 forward. We have still got a long ways to go on
28 getting to a -- I guess a settling point on our budget.
29 There's still a lot of discussion going on, taking
30 place daily with meetings, with committees, with
31 department heads. You know, naturally, the size of our
32 county, we have got to provide services. Naturally I
33 think I can speak for most of the council members up
34 here, there's a huge concern with the possibility of
35 raising any type of fee, tax, call it whatever you want
36 to. So with that being said, there's a huge concern, I
37 know on my part, I've received multiple calls. Mr.
38 Harvell, I'm surprised I've not received one from you.
39 But I definitely take your opinion wisely. I have
40 received multiple calls throughout my district. And we
41 are looking at this strongly. But again, we're moving
42 through this process. And we are nowhere near, in my
43 mind, a settling point as far as the final reading on
44 our budget. But just wanted to kind of make those
45 statements tonight. Thank you, Mr. Chairman.

46 TOMMY DUNN: Thank you, Mr. Graham. I'd
47 just like to -- a couple of things, too, on the car
48 fees talk about -- echo Mr. Graham's points. There's a
49 lot more discussion to be done, a lot more information
50 to be got, public meetings, public hearings. The

1 gentleman tonight, rumors, on that fifty dollars. Any
2 discussion I've been in during this time it hasn't --
3 fifty dollars hasn't been mentioned. It has been
4 mentioned about a sixty-five dollar -- I'm sorry,
5 people sixty-five, senior citizens, being an exemption,
6 few more exemptions to figure out that account.

7 Also, what nobody don't want to talk about, but
8 I've said this time and time again, it's not revenue
9 neutral, I know, but it would be a one mill tax
10 decrease. And as far as Mr. Pressly's concerns about
11 the legality of all this and all, that's a non-issue on
12 that. And that'll be explained at a certain time on
13 that right there. That's beating a horse -- might not
14 like the car fee, car tax, whatever you want to call
15 it, but that ain't going to be a problem. And I'll
16 have some more talk here in a few minutes. Ms. Floyd?

17 GRACIE FLOYD: Thank you. My thing about
18 the budget is that I am -- I like this. Thank you so
19 much. I like this.

20 TOMMY DUNN: Happy birthday. That's
21 your birthday present.

22 GRACIE FLOYD: Thank you. Thank you. All
23 those years I deserve something. But my thing about
24 the budget is that I've looked at it, read through it,
25 and it's not a bad budget. It's not a bad budget at
26 all. But there's one thing in it that I would like to
27 have in it, even though I am a Democrat, there are
28 seven good people up here, not six; seven of us. Okay?
29 And I thought time had changed, but I guess it never
30 will.

31 Mr. Chairman, ---

32 TOMMY DUNN: Yes, ma'am.

33 GRACIE FLOYD: --- may I bring up now what
34 I would like to see added in this budget?

35 TOMMY DUNN: You can.

36 GRACIE FLOYD: Okay. I would like to see
37 -- in this budget I would like to see more money put in
38 the area of demolition for the houses that we have in
39 Anderson that are no liveable. The only thing they're
40 doing is attracting people that we don't want in our
41 neighborhoods. We have one house -- there's more than
42 one, but there's one that's been bothering me, it's in
43 a pretty nice community. It burned down. Not to the
44 ground. But it's really, really bad. But it seems to
45 -- it appears to be a haven for drug addicts, drug
46 buyers, and hanger-outers. You know what a hanger-
47 outer is. I told the people in this situation, in this
48 community, that we ran out of money and we could not
49 finish, you know, our job of taking these houses down.
50 Well, I found out that we didn't run out of money and

1 there is money to do it. I'm asking that we put more
2 money in the budget. Fifty thousand dollars will not
3 do it for seven counties (verbatim). Who's in here
4 that's quick with math? Seven into fifty is how much?
5 I'm not that quick, so I don't know.

6 TOMMY DUNN: Seven. Close to seven
7 thousand.

8 GRACIE FLOYD: That's seven thousand
9 dollars per district. And that's not enough money.
10 That's not enough money. How would you like it if you
11 lived next door to a house that was burned down and
12 nobody was doing anything about it? If the county
13 can't do it, then the county ought to get behind the
14 folks who could do it, the homeowners, and do something
15 to make them do it. It wouldn't be that way in some
16 areas of our counties, then why is it like that in
17 other areas? I don't like it. I don't want to live
18 next door to that. So why make other people do it?

19 County council members, I'm asking you to, please,
20 let's put more than fifty thousand dollars in the
21 budget. District 2 alone has four houses that I know
22 of that should go. We already have -- and I know about
23 what has to happen for it to happen that way. But that
24 is my concern about this budget so far. Thank you, Mr.
25 Chair.

26 TOMMY DUNN: Thank you, Ms. Floyd.

27 RAY GRAHAM: Mr. Chairman?

28 TOMMY DUNN: Mr. Graham.

29 RAY GRAHAM: Can we get an approximation
30 as far as what one house would cost to get torn down?

31 TOMMY DUNN: I've got -- I'll let Mr.
32 Burns answer in a second. You know, we just brought
33 this up -- Ms. Floyd brought it up at the last budget
34 workshop. Our next budget workshop, we'll have this
35 answered, how much money ---

36 RAY GRAHAM: Okay.

37 TOMMY DUNN: --- the treasurer's got and
38 how much money was actually spent and how much it'll
39 cost. It's a long process. At the next budget
40 workshop we'll get this information to all council
41 members before ---

42 GRACIE FLOYD: Good.

43 TOMMY DUNN: --- third reading.

44 CINDY WILSON: Mr. Chairman, may I?

45 TOMMY DUNN: Ms. Wilson.

46 CINDY WILSON: Regarding that issue, Mrs.
47 Floyd is right, it is an excellent program that's very
48 helpful across all of our districts. But it does have
49 to go through a legal process. And it seems that it's
50 been more helpful in District 7, a lot of it starts out

1 as an environmental trash or litter concern. We get
2 that done. But a lot of times it involves out-of-state
3 owners and they're very hard to track down. But it
4 does -- it takes about a year from start to finish to
5 track them down and to go through all the legal
6 processes to take the building down.

7 TOMMY DUNN: Unfortunately, if we could
8 ever get the state to change the law and give us the
9 same tools that municipalities have got, we would have
10 some another. And I'm not throwing stones at our
11 delegation because it's a state -- it's got to pass
12 statewide.

13 CINDY WILSON: And if anyone else wants to
14 go, I've got some suggestions for our budget
15 consideration. To give us a quick recap, the summer
16 sewer exemption will be rescinded in a vote tonight.
17 And that will return about a hundred and twenty-five
18 thousand dollars to our sewer fund, which is an
19 enterprise fund. And hopefully the ReWa contract that
20 we'll take into consideration tonight will also take
21 pressure off the sewer enterprise fund by taking over a
22 lot of northern Anderson County sewer needs.

23 If we also increase the building and codes fees,
24 where we are way lower than all the other counties
25 around, my recommendation is that we follow what
26 Spartanburg does at about a seventy-seven percent
27 increase. To do this would put the burden back on
28 developers, many of whom are not even natives or people
29 who live here. They frequently, in my district it's
30 been noted that there are problems and they're gone
31 after they sell out. So I think that that could
32 probably bring about a six to seven hundred thousand
33 dollar increase in fees.

34 At the airport, by reinstating the ramp fees, then
35 we could look at seventy to seventy-five thousand back
36 to the airport, which is a special revenue fund. But
37 it does take funds sometimes from our general fund. It
38 doesn't look like we quite have the revenue in this
39 year's budget to cover all the expenditures, but I
40 don't have the final tally.

41 I would also like to request that at some point in
42 the near future we look at maybe a request for
43 qualifications in the realm of maybe looking at
44 eventually privatizing the airport. It's at least
45 worth a look.

46 If you look across all the other general fund
47 departments, it looks to me like somewhere between a
48 hundred to two hundred thousand dollars can be trimmed
49 without strapping departments without funds and making
50 them go through some hardships.

1 Now, if we look at our animal shelter, we need to
2 take the out-of-county intake numbers, which are like a
3 thousand fifty-one was the last number we had of out-
4 of-county animals coming to our animal shelter. Our
5 animal shelter takes in about, I guess it was fifty-
6 five hundred, fifty-six hundred this last year for
7 numbers of our own county animals. I didn't realize
8 that we were taking in from out of the county except
9 for emergencies like hurricanes and so forth. But
10 apparently our vets and staff at the animal shelter
11 perform a number of surgical procedures for out-of-
12 county animals. It does not look like, to me, that the
13 out-of-county animals are being -- they're not
14 compensating our county adequately, I don't believe.
15 It appears to me that if Pickens County had the same
16 program it would be pretty nice for our county to take
17 advantage of that. I think we could reduce costs
18 dramatically for our county taxpayers.

19 So I'm requesting that we set up a separate ledger
20 for out-of-county animal intake and increase our
21 shelter's charges for out-of-county. I think we need
22 to look at that carefully, because in the numbers that
23 we've seen, it doesn't appear to cover adequately
24 overhead. And that budget is slated to go from I think
25 somewhere around almost 1.8 million to almost 1.9
26 million. That is a lot of money. And it is a good
27 shelter and a good program, and it sure beats the
28 terrible reputation we had in years past for the way we
29 handled our animals. So my hat's off to those good
30 people.

31 I think we really need to look at the Civic Center
32 and review budget-to-actual and the contract for
33 management out there. I know they had a later start in
34 the year, but it sounds to me like we need to tighten
35 up there, really, very much.

36 Now, I don't know how many of you have actually had
37 time to look at our budget ordinance, the verbiage part
38 of it, but it was greatly concerning to me to see our
39 transfer policy go from twenty thousand dollars within
40 a department transfers to thirty thousand dollars in
41 transfers requiring county council approval. That
42 concerns me, because for example at our airport, we
43 have transfers that have yet to come before our council
44 that far exceeded these numbers. So I'm going to make
45 the motion, and I'll do that now if I may, to keep our
46 transfer policy as it is currently. And that's ten
47 thousand dollars -- let's see if we -- let me flip over
48 to that so I can give you the actual number. Okay. It
49 would be section -- no, no, no, that's 27 -- section 26
50 on pages 16 and 17. And that's where our administrator

1 may approve changes in a department budget from one
2 line item to another in an amount up to and including
3 ten thousand dollars at any one time, provided,
4 however, the total department budget shall not
5 increase. No new positions may be created or capital
6 expenses may be accomplished by such a transfer without
7 county council approval. No transfer for any one type
8 of good or services may be subdivided, split or stacked
9 for purposes of evading the requirements of this
10 section. (Change of audio) ... aggregate transfers
11 within the fiscal year within a department which exceed
12 twenty thousand shall require county council approval
13 thereafter. All transfers shall be included in the
14 administrator's report section of the county council
15 agenda for council's review. And I would put that in
16 the form of a motion.

17 TOMMY DUNN: Ms. Wilson makes a motion
18 we leave the transfer -- simple language, leave the
19 transfer at it is currently instead of changing it.
20 She's amending the original motion of the budget
21 passage. That's an amendment. And I second Ms.
22 Wilson's motion. Any discussion?

23 GRACIE FLOYD: Yes.

24 TOMMY DUNN: Ms. Floyd.

25 GRACIE FLOYD: Okay. I am glad that Ms.
26 Wilson -- I'm sorry -- the council person for District
27 7 brought that up. But since we are not through with
28 the budget workshop yet -- are we not?

29 TOMMY DUNN: No, ma'am.

30 GRACIE FLOYD: Okay. Since we aren't
31 through with the budget workshop yet, I think maybe we
32 ought to let's bring that up then. Bring it up at the
33 budget workshop so we can all be looking at what she's
34 talking about. Because evidently -- well, I know we
35 haven't discussed it yet. And I have missed it
36 probably when I was going through the budget since we
37 were concentrating on other things. So, you know, I'm
38 not prepared to vote on that yet. I want to see it. I
39 want to read it. I want to discuss it. And then we
40 can bring it back, you know, to vote on it at a time
41 when I know what we're talking about, and maybe some
42 others of you may need to do that, too. Thank you.

43 TOMMY DUNN: My thing is -- and
44 technically it is, it's got to be voted on the change,
45 I think is the thing. I don't see no problem on either
46 side myself voting on this tonight, keep it on second
47 reading. We'll discuss this at our budget workshop.
48 If we need to tweak it or change anything, third
49 reading we can do it then. Might even want to go back
50 the other way.

1 CINDY WILSON: May I very quickly point
2 out, it is in our agenda packet, so if you picked up
3 your packet Friday, it was in it.

4 TOMMY DUNN: I'm just saying it'll give
5 us all time to talk about it during the budget
6 workshop, pros and cons of it, we can do that. But we
7 can move -- we can -- anymore discussion on this before
8 we vote? Mr. Wooten, I'm sorry.

9 CRAIG WOOTEN: Yeah, I agree with Ms.
10 Floyd on this in the fact that I'd like to hear it at
11 the budget workshop just the rationale from staff of
12 why they asked for it to change and functionally how
13 they do business. And so I can understand that. And I
14 can see where we can move ahead and then go back and
15 change or do what, but that's what I'd like to sort of
16 hear is, you know, what was the reasoning by putting it
17 forward?

18 TOMMY DUNN: And I want to hear it.
19 I've talked to Ms. Davis about this. I want to hear
20 it. And that way if tonight we pass it, Ms. Wilson's
21 thing is we'd be just as-is, and then we'll discuss it
22 at the workshop and we'll either keep it, change it,
23 one way or the other on third reading. Does that make
24 sense?

25 CRAIG WOOTEN: That makes sense.

26 TOMMY DUNN: Okay.

27 JIMMY DAVIS: Mr. Chairman?

28 TOMMY DUNN: Yes, sir, Mr. Davis.

29 JIMMY DAVIS: Let me get this straight.
30 So we are considering the second reading of the budget
31 and we're going to leave the piece of it for the
32 transfers as-is as it is in the current fiscal year
33 that we are now ---

34 TOMMY DUNN: That's right.

35 JIMMY DAVIS: --- and not change it to
36 the thirty thousand?

37 CINDY WILSON: That's my motion.

38 TOMMY DUNN: That's right.

39 JIMMY DAVIS: So the motion would be to
40 keep it as it is today?

41 TOMMY DUNN: That's right.

42 JIMMY DAVIS: At the set limit of twenty
43 thousand dollars?

44 CINDY WILSON: To keep that section 26 as
45 it currently is instead of what was put into our
46 ordinance for consideration for fiscal year '19-20.

47 TOMMY DUNN: And we'll -- my thing is
48 before third reading, at other budget workshops, we'll
49 discuss this thoroughly, get staff's input, council's
50 input and debate it; pros and cons.

1 JIMMY DAVIS: Thank you, Mr. Chairman.
2 CINDY WILSON: Do I need to withdraw my
3 motion?
4 TOMMY DUNN: No. I think we'll keep it
5 just like this right here for tonight.
6 CINDY WILSON: Do what?
7 TOMMY DUNN: Keep it like it is for
8 tonight, your motion. Vote on your motion, I think,
9 and we'll talk about it if it needs to be changed at
10 the next budget workshop. It ain't that confusing.
11 We're making it more confusing than we need to. Just
12 keep it simple. All in favor of Ms. Wilson's motion
13 show of hands. All opposed to Ms. Wilson's motion.
14 Show the motion carries, Mr. Davis, Mr. Sanders, Mr.
15 Dunn, Mr. Graham, Ms. Wilson in favor. Mr. Wooten and
16 Ms. Floyd opposes.
17 Moving on, more discussion of budget.
18 CRAIG WOOTEN: I had a couple of things.
19 TOMMY DUNN: Yes, sir, go ahead.
20 CRAIG WOOTEN: I just wanted to ask, and
21 maybe this is a question of the administrator or Mr.
22 Harmon, but with the development fees that we were
23 talking about earlier where there would be an increase
24 that would maybe resemble pricing like for Spartanburg
25 or Pickens, some of the comments around it talked
26 about, you know, out-of-town developers. And I get
27 some of the things that are going on there. Is it
28 possible or would it be overly cumbersome to have where
29 if you do not have your development or building
30 business in Anderson and you're an out-of-town, and you
31 pay the higher amount and if you're an in-town Anderson
32 longtime resident that we all know, that you pay the
33 current amount? Would that be cumbersome from an
34 administrative ---
35 TOMMY DUNN: I don't think it would
36 cumbersome. I don't know if it would legal or not.
37 Mr. Harmon might have to check that. And he might can
38 answer it tonight; I don't know.
39 LEON HARMON: Mr. Wooten, my fear from a
40 legal perspective about that is that we could create
41 some equal protection problems if we tried to do it
42 that way. It, as a practical matter, may also be
43 cumbersome to administer, as well.
44 CRAIG WOOTEN: Okay. My thought process
45 is I just didn't want the rationale for us to raise a
46 fee based on somebody from out-of-town potentially
47 doing the wrong thing and punishing folks in town who
48 have done the right thing. But I mean I guess we need
49 to consider all those angles and ---
50 TOMMY DUNN: I think, Mr. Wooten, if we

1 can, your point is well taken. But I think that's just
2 a sidebar that got brought up. I think this got
3 brought up in discussion at workshops. Mainly Mr. -- I
4 don't want to throw him under the bus -- Mr. Sanders
5 when he was talking. We're way, just fact of the
6 business, development standards hasn't went up, we
7 haven't had a price change in it since she's been here;
8 I think over ten years, Mr. Sanders. Thirteen years.
9 We'll try to bring it in line. Most place -- and this
10 is not going to do it if we do vote on this -- most
11 places that department, the fees is operating expenses.

12 CRAIG WOOTEN: Okay.

13 TOMMY DUNN: We're not -- if it passes
14 at some point in time, that's not even going to do
15 that. We're just trying to keep the tax burden off the
16 taxpayers so much is what this is coming to on the
17 fees. It may up for some more discussion. Ms. Wilson.

18 CINDY WILSON: The fact is that it
19 appears, looking at our budget-to-actual for those
20 departments that we are having to pay to run those
21 departments far more than the revenue that's coming in.
22 And then when you look at what other counties are
23 charging, as you said, we're charging way lower. We
24 should at least have revenues higher than what it
25 actually costs to run those departments because we have
26 no impact fee here. The fee funding for this would not
27 be subject to sharing percentages across other levies.
28 It would strictly stay in the general fund or could go
29 to other programs. We would have better control over
30 those funds. Thank you.

31 TOMMY DUNN: Mr. Wooten, one thing is we
32 had a -- I forgot what you and Mr. Sanders might
33 remember, but one fee out of that department, by the
34 time you pay for -- the county pays for the
35 advertisement, they're losing a few hundred dollars.
36 So trying to fix some of this up ---

37 BRETT SANDERS: Two hundred and forty
38 dollars we lose on every zoning ---

39 TOMMY DUNN: Wait a minute. Mr. Wooten.

40 CRAIG WOOTEN: I just had two other quick
41 things. I'm not necessarily familiar with how the
42 razing of houses process works. I'll support Mrs.
43 Floyd's request that, you know, we find ways to
44 expedite that. And if District 1 has houses in that
45 list and she's asked earlier, I don't mind if that list
46 is reorganized. I don't know the process for that.
47 But if she's asked in the past and those four can be
48 expedited, I'd be willing to work with her on that.

49 The other item that I would like for the council to
50 consider is potentially more funding for the Anderson

1 Crisis Pregnancy Center. And I ask that for a couple
2 of reasons. We've seen at the state level there's been
3 a large debate on how these things are handled. And
4 we've seen a debate on the national level. And the
5 Crisis Pregnancy Center here in Anderson, it doesn't
6 matter who you are, where you're from, what your
7 background is, you know, race, color, creed; if you're
8 a woman who's found yourself in a vulnerable position
9 and you need help, they'll help you. And with
10 everything going on with that issue on the state and
11 national level, I think that's an organization that we
12 can support and maybe do a little better forward in
13 working in this budget and I'm willing to work with,
14 you know, items in District 1 to help facilitate that.

15 TOMMY DUNN: We'll put that on the list
16 to discuss that during a workshop so we can see pros
17 and cons.

18 And I'd just like to, again, right quick a couple
19 of things before I get too far down. On the 1.8 and
20 1.9 increase on the animal shelter, keep in mind,
21 seventy-seven percent of that, roughly, is salary. If
22 we don't do nothing else, you know, we implemented them
23 salaries last year to put on that, so that leaves
24 twenty-three percent for medicine and whatnot. And
25 I've asked Ms. Davis to give some information next
26 workshop to look at this.

27 Also, don't want to be a little bit misleading on
28 the out-of-town procedures for the animals coming in
29 from out-of-town, and they're going back when the
30 procedures is done as soon as able, we might not, and
31 I've talked with Ms. Davis to ask, and I want to talk
32 to our veterinarian about this at a workshop to get
33 some information. But we're -- we might want to make a
34 note of that. We're making money. We made over
35 sixteen thousand dollars; sixteen thousand five hundred
36 dollars to be a fact. We might not be making what we
37 might want to make. I live that dream every day just
38 about, seems like, sometimes. But we can -- that can
39 be looked at to see. I don't think we can charge what
40 a regular vet charges, but you know, that might need
41 some tweaking. But it is a profitable thing. They've
42 got the things broke down and all, you know, what it
43 costs, hours and all that. That's a true number on
44 that.

45 And the Civic Center, you know, I'm wholeheartedly
46 and I think we've got into some discussion about having
47 -- looking at some things at the Civic Center as far as
48 maybe another way about doing things. But keep in mind
49 when we went down this road on this contract about a
50 year ago, we said it was going to be the second year

1 before it paid any dividends. It's only the first
2 year. We've got to, you know, give them a shot as far
3 as booking stuff and getting stuff. Just keep that in
4 mind. I mean when we voted on that, that was well
5 mentioned. Mr. Graham, do you have something?

6 RAY GRAHAM: Yes. Thank you, Mr.
7 Chairman. I'm sorry, I'm going to kind of hit on a
8 couple of different topics that's been discussed, as
9 well.

10 As far as the fees in building codes, I definitely
11 think we need to look at our practices, no question. I
12 mean, there's no way we, as a county, should be putting
13 the burden back on the citizens that absolutely has
14 nothing to do with that particular development, whether
15 it's a house or whatever, but yet we're having to
16 assist in paying the advertising fee and all that. No
17 question we need to make adjustments. I think we
18 should somehow get that department kind of halfway
19 self-funded there. But in the same respect, I think we
20 need to be careful. We don't want to discourage
21 growth, either. We have been so blessed with economic
22 development as far as manufacturing companies, large
23 companies coming in, providing our citizens jobs to
24 provide for their family. Well, guess what, the
25 housing market is -- I mean it has already taken off,
26 and I'm comfortable in saying it's even going to grow
27 more over the next several years. We don't want to
28 discourage that where they can drive to Abbeville
29 County, to Greenwood County, to Greenville County, or
30 to any of our neighboring counties and develop up there
31 and come out cheaper and drive over here to work. But
32 guess what, if they're only working here, they're going
33 to spend their money in another county. They're not
34 going to come back over here just because they work
35 here to spend their money. So we need to be very
36 careful on that. And I know that's a fine line. I
37 definitely support some of the discussions that we've
38 had. I just want to be mindful of that there.

39 One of the other things, as far as the house demo,
40 I'm definitely anxious to get some more information on
41 that on what the cost is. I think that is a major
42 thing we have throughout the county. It's not partial
43 to any district. If you think it is, you're probably
44 fooling yourself. But I mean I think we can get some
45 more information on that and hopefully gain some more
46 support of that, as well.

47 Councilman Wooten brought up about Anderson Crisis
48 Pregnancy Center. That group has tremendously impacted
49 multiple families in Anderson County. It's local.
50 It's not a handout. That is not what they're there

1 for. It's a hand-up. They prepare these moms for
2 parenting, as well as creating a healthy environment
3 for the entire family, and also assist them in trying
4 to get some type of education, some type of trade, some
5 type of schooling where they can go and literally get
6 jobs to be what? Self-supportive of their family.
7 It's a hand-up. I mean that program over there, I mean
8 they're there to impact every one of our communities.
9 And guys and ladies, I mean I'm comfortable in saying
10 it's not one district that that impacts. I don't care
11 what type of household you come from, how you raise
12 your children, you can have teens getting pregnant and
13 they need that guidance. They need that type of care
14 there. So I definitely would support re-looking at
15 possibly funding that some more.

16 On the Civic Center, I mentioned that. I'm with
17 Chairman Dunn on that. I know that we have not truly
18 seen a huge impact from the contractual agreement that
19 we've got with them. However, I was right in the
20 middle when we were negotiating this, as well as the
21 rest of the council members, and it was no hidden fact,
22 they cannot book a show for some of these artists over
23 a couple of months. They're booked out for a year or
24 more. So truly speaking, we're not going to see that
25 impact until this coming year. If we're sitting here
26 this time next year and we still have the same
27 concerns, I promise you, I'll be the first one raising
28 my hand saying we need to change this contract.

29 That's all I have, Mr. Chairman. Thank you.

30 TOMMY DUNN: Go ahead, Mr. Sanders.
31 BRETT SANDERS: On those fees that we're
32 discussing, those fees are not to control development
33 or to send someone -- some developer to another county.
34 All it is doing is bringing our fees in line with the
35 market. And bringing it in line with the market, it
36 also, me as a taxpayer and the taxpayers that I
37 represent, we shouldn't be subsidizing someone's
38 development or building. So basically all it's doing
39 is bringing us up to market level. It's not going to
40 impact or determine whether someone builds in Abbeville
41 County or not. We're going to be in line with everyone
42 else. Right now we're probably one of the lowest
43 around. Not only are we the lowest, our taxpayers are
44 subsidizing a lot of it. So I would like to see us at
45 least be in line with the market and take some of that
46 burden off our taxpayers. Thank you.

47 TOMMY DUNN: Along them lines, I agree
48 with that, Mr. Sanders, wholeheartedly. Appreciate the
49 hard work you're doing, but also Mr. Graham, might not
50 have put it exactly like I would like to see it. You

1 know, I don't think you can go from here to yonder in
2 one final swoop. I think we might have to -- I ain't
3 saying baby steps, but instead of going seventy-seven
4 percent, we might do forty percent or fifty percent or
5 something another. I mean you start taking a big jump
6 one time, don't make us all swallow it at one, you
7 know, swallow it at one time. It's something for us to
8 look at and talk about in further discussion in our
9 workshops and all.

10 JIMMY DAVIS: Mr. Chairman.

11 TOMMY DUNN: Let Ms. Wilson, if you
12 would.

13 CINDY WILSON: On Page 73 in our general
14 fund under building and codes, you will see that
15 department is recommended for slightly more than one
16 million dollars. It costs a lot. We have to do a lot
17 of training. We have to have trained personnel to do
18 everything from electrical to plumbing inspections, and
19 they're really stressed for time right now, too. I
20 agree with Mr. Sanders that we need to make an
21 adjustment upward. And I chose Spartanburg because it
22 more closely resembled the figure that I thought.
23 We've got a handout that was given to us late week, I
24 believe at the workshop. If I can find it I can tell
25 you what the other counties are charging.

26 TOMMY DUNN: I think we all got that,
27 Ms. Wilson. We've seen it. I think we done Pickens,
28 Abbeville and around, and Greenwood and Spartanburg
29 we've honed in on. So we've got that. We can thumb
30 through that. Mr. Davis, you had something?

31 JIMMY DAVIS: Thank you, Mr. Chairman.
32 And I thank Councilwoman Floyd for bringing up the demo
33 of the houses. As we look forward -- and I completely
34 understand or try to understand her plight in her
35 district as she struggles with these things. And as we
36 look forward to grow as a county, we've got to take
37 care of this type of business. And I foresee having
38 some of the same issues in District 6 in the Piedmont
39 area. We'll have to take care of some of these. And
40 we need to make sure that we know what we're doing and
41 what the costs are and how we go about to take care of
42 it. So I thank you, Ms. Floyd, for bringing that up
43 and making that part of our discussion.

44 As far as the animal shelter goes, I am -- being an
45 animal lover, I am a big proponent of our animal
46 shelter and the staff that we have and our county staff
47 that supports it. I do think we do need to make sure
48 that we're covering our costs. And if we're doing
49 services for other agencies then we need to make sure
50 there our costs, including any and all overhead are

1 being covered there, you know, and some of the volume
2 that comes through there, and it helps us cover some of
3 our costs, that's even better.

4 At the same time, you know, the Crisis Pregnancy
5 Center folks have brought that up and that is an
6 admirable cause and I think that we've got to make sure
7 -- there's a lot of areas in our budget, there's a lot
8 of services in our county that we can tend to overlook,
9 and we've got to make sure we cover those. But at the
10 same time, we have to control costs. And we can't just
11 continue to let things get out of control. I think
12 we've got to make some smart decisions.

13 Appreciate my fellow councilmen bringing these
14 things up.

15 As far as the fees for the development, you know,
16 this is a thing that's very near to my heart as we look
17 forward to District 6 and the explosive growth that
18 District 6 has seen in the last several years. You
19 know, I'll put it in a simple way. I think it's time
20 that people pay to play. And if they're going to come
21 in and they want to come in and build especially in
22 unzoned, unincorporated areas and build tract homes,
23 then the fees need to be respective of our neighboring
24 counties. And I thank Mr. Sanders for bringing this
25 up, especially the part of driveway aprons and finding
26 that money there.

27 At the end of all this, big kick -- the big kicker
28 in any discussions you'll have with me is paving.
29 We've got to pave roads. We've got to find a way to
30 pave roads. Chairman Dunn has brought up more than
31 once if we had had the freeze this past winter that we
32 had two years ago, we would be in a catastrophic event
33 with asphalt in this county. So we've got to find
34 money for paving. And millage is not the answer. It
35 can't be the answer because we don't get the money we
36 deserve through that to pave the roads. We've got over
37 fifteen hundred miles of county roads and we're getting
38 enough right now from the state to pave about ten. So
39 we've got to find ways to pave roads. That is the
40 backbone of our whole county. And that's -- I'll leave
41 it at that. And I thank you, Mr. Chairman.

42 TOMMY DUNN: Thank you. Again, I just
43 want to reiterate on the animal shelter, and we'll have
44 a discussion for everybody to see a breakdown at the
45 budget workshop coming up. But this is coming -- not
46 only are we covering our costs on the spay and
47 everything, it's making sixteen thousand five hundred
48 dollars. And so I think the argument is -- well, not
49 the argument but discussion should be, is the profit
50 adequate enough or should it be more on the fee thing.

1 CRAIG WOOTEN: Can I ask one thing?
2 TOMMY DUNN: Yeah, Mr. Wooten.
3 CRAIG WOOTEN: I was just going to ask,
4 with the administrator potentially on Friday at the
5 budget workshop as we're discussing these building
6 fees, and I totally understand where being in line with
7 other counties makes sense, especially since we're
8 having to subsidize that entity. But if we reform the
9 fees to match other counties, at the same time I think
10 it's logical to look, are we offering the same level of
11 streamline services other counties are. And if we
12 reform the fees, can we make sure that we're making
13 sure that people are getting treated equitable, that
14 it's an easy process, that it's a clear process and
15 that there's mechanisms that people don't get confused
16 and feel like they're going from one part to the other.
17 But I feel like if we're going to talk about adjusting
18 to other counties, we need to make sure that the
19 service or the structural ?? matches other counties
20 also.
21 TOMMY DUNN: That's a good point.
22 CINDY WILSON: May I, Mr. Chairman?
23 TOMMY DUNN: Yeah.
24 CINDY WILSON: We did streamline that.
25 There may be some tweaks to the system, but we called
26 it the one-stop shopping instead of sending builders
27 and so forth running all over the county from DHEC to
28 this office and that office. So that's been
29 accomplished. Thank you.
30 TOMMY DUNN: I think we have -- under
31 Mr. Burns' direction have done some one-stop shopping,
32 but I think there's always -- you're always going to
33 look back at your product, what you're doing, and make
34 sure it's doing the best you can do. I think there's
35 always room for improvement.
36 At this time I'd like to make a motion to amend the
37 budget to adopt the four pages. These are tweaks.
38 We've seen it in our workshops. We had these four
39 pages at our workshop. Get that out of the way. We
40 might have to go back and tweak this some more for
41 third reading. These are the -- Ms. Davis went over it
42 line by line last budget workshop meeting to get these
43 incorporated into our budget. I'll make that in the
44 form of a motion. Do I have a second?
45 CINDY WILSON: I'll second.
46 TOMMY DUNN: Second Ms. Wilson. Now
47 discussion?
48 CINDY WILSON: May I?
49 GRACIE FLOYD: Mr. Chairman.
50 TOMMY DUNN: Ms. Floyd first.

1 GRACIE FLOYD: Mr. Chairman, what are you
2 advocating on this? Tell me ---

3 TOMMY DUNN: These are what we went over
4 with -- I can't remember what day it was -- last budget
5 workshop and Ms. Davis -- to add that. That's to make
6 the numbers, most of it, to match up and everything.
7 And Ms. Davis went over this. That's adding that for
8 second reading. We're not here to say there might not
9 need to be some more tweaking before third reading on
10 them things, but tonight to give us a starting point to
11 getting this thing -- not to hit us all at one time on
12 third reading.

13 GRACIE FLOYD: So we accept this one and
14 go on with our tweaking; right?

15 TOMMY DUNN: Yes, ma'am.

16 GRACIE FLOYD: Okay. Thank you.

17 TOMMY DUNN: Ms. Wilson?

18 CINDY WILSON: Thank you, Mr. Chairman.
19 It must be noted that our -- in our public hearing
20 tonight the revenues for '18-19 at a sixty-four mill
21 rate were seventy-nine million nine hundred ninety
22 thousand and fifty-five dollars. Projected for '19-20
23 would be eighty-three million one hundred and twenty
24 thousand four hundred and sixty-five dollars. That's
25 an almost three million dollar increase. But not one
26 penny for paving. We've managed to increase salaries
27 very deservedly so across a lot of departments of the
28 county. That was definitely needed. And one good
29 thing I'm hearing from a lot of our county employees,
30 when we changed our health benefit package, they feel
31 like they're having better access to doctors. And one
32 of them told me yesterday that it's actually less
33 expensive to her as a patient to participate in our
34 insurance -- health insurance program. So that's good.
35 But I really, really hesitate to do anything in the way
36 of -- until we have a more complete discussion of the
37 budget, in the way of a vote. Thank you.

38 TOMMY DUNN: I also want to say on the
39 salaries, not to leave out because it would be like the
40 job was completed, and it hasn't been. The ones that
41 voted for the budget last year made a promise, and I
42 know we've got two new people working on it, this was
43 phase one, but they carried it out to phase two on our
44 salary thing, if we was going to do this. I hope
45 fellow council members will see fit to do that to make
46 it fair and make all this thing.

47 But are there any more discussion on this?

48 CINDY WILSON: One more quick question. I
49 found it. We did have a promise last year that because
50 of the intake being lowered at our animal shelter, we

1 would adjust our budget down, and instead it went up
2 over a hundred thousand. And I was concerned, as I
3 pointed out, that a thousand fifty-one of the intake
4 numbers come from out of the county. So I'm hoping
5 we'll get a pledge to look at tightening that budget.
6 Thank you.

7 TOMMY DUNN: We're going to look at
8 that. But again, again, the hundred thousand dollars
9 it went up in the animal shelter thing, seventy-seven
10 percent of that is in salaries that we voted on last
11 year to do, take them out. Also, as I said, we're
12 going to talk about this budget workshop, also I asked
13 Ms. Davis to find out, if y'all remember the animal
14 shelter, if I'm not mistaken, did not get everything it
15 asked for last year. And that's the reason we're
16 having to do some transfers and about the medicine,
17 too.

18 Any more discussion on this four pages to tweak?
19 All in favor of the amendment show of hands. Opposed
20 like sign. Show the motion carries on the amendment.

21 I'd also, at this time, make another amendment to
22 adopt the -- relocating the department 5181 sheriff's
23 special services and other existing departments as we
24 talked about -- Ms. Davis talked about Monday.

25 Ms. Davis, if you'll come up and help me out on
26 this right here. You might be a little more equate to
27 this. This is what Ms. Davis talked about and the
28 Sheriff, Captain Brown, was talking about. All this
29 is, the money is not changing or nothing. This is just
30 realigning. It has to be done in the budget, those
31 positions under the sheriff's office.

32 RITA DAVIS: That is correct, sir. The
33 Sheriff actually requested this so that the expenses
34 will be functionally aligned underneath the detention
35 center or the sheriff's department. So you would have
36 your transport officers, your building security, animal
37 control reporting and in the budget of their
38 supervisors. That's all this is. The net impact on
39 the bottom line is zero.

40 TOMMY DUNN: I put that in the form of a
41 motion. Have a second?

42 CRAIG WOOTEN: Second.

43 TOMMY DUNN: Second Mr. Wooten. Now
44 discussion. Any more discussion on that? All in favor
45 of the amendment motion show of hands. Show the motion
46 carries unanimously.

47 Any more discussion on the budget? All in favor of
48 the motion to move this forward for third reading show
49 of hands. All opposed. Show the motion carries with
50 Mr. Davis, Mr. Sanders, Ms. Floyd, Mr. Dunn, Mr. Graham

1 in favor. Mr. Wooten and Ms. Wilson opposed.

2 Moving on to Item number 6(b) -- I'm sorry -- yeah,
3 6(b), 2019-019, an ordinance amending Section 55-38 of
4 the Code of Ordinances, Anderson County, South
5 Carolina regarding retiree insurance so as to make this
6 code section consistent with the Benefit Plan
7 Document. We talked about this before. Ms. Davis is
8 here to answer any questions. But do we have a motion
9 to move this forward?

10 CINDY WILSON: So moved.

11 TOMMY DUNN: Motion Ms. Wilson. Do we
12 have a second? Second Mr. Davis. Now, discussion.

13 CRAIG WOOTEN: I just wanted to clarify
14 one thing. I mean this is -- this will affect some
15 folks in my area and it's sometimes not intuitive how
16 we work with water systems and sewer and everything.
17 But, you know, the understanding is that people were
18 getting a break in water because they were potentially
19 filling up ---

20 TOMMY DUNN: That's not -- we ain't got
21 to that one yet.

22 CRAIG WOOTEN: All right. I'm talking
23 about the wrong one.

24 TOMMY DUNN: 6(b). Anyone else? All in
25 favor of the motion show of hands. All opposed like
26 sign. Show the motion carries unanimously.

27 Moving on to 6(c), 2019-020, an ordinance to amend
28 Section 66-126 of the Code of Ordinances, Anderson
29 County, South Carolina as to delete the summer
30 adjustment from the Sewer Ordinance. Do we have a
31 motion to move this forward?

32 JIMMY DAVIS: So moved.

33 TOMMY DUNN: Motion Mr. Davis; second
34 Ms. Wilson. Now discussion? Before we -- and this is
35 the one Mr. Wooten, I think, is going to talk about.
36 Mr. Davis, will you just hit on what the proposal was
37 and amendment on this right here about this section?
38 Mr. Davis, would you mind doing that?

39 JIMMY DAVIS: As far as the exception
40 goes, the exception would be for those folks who have
41 swimming pools that are on sewer and they only have one
42 primary water tap would be that they would get one
43 exception per twelve months to be able to fill their
44 swimming pool up and not be responsible for paying the
45 sewer for that water used to fill the pool up. The
46 preference would be for folks with irrigation systems
47 and swimming pools to be able to get a second water tap
48 that's not conducive to charge sewer on. Am I correct
49 in that? So that would be our preference and it would
50 more than pay for itself in a short amount of time.

1 Thank you.
2 TOMMY DUNN: Thank you. Anyone else?
3 Mr. Wooten.
4 CRAIG WOOTEN: Okay. Just to clarify real
5 quick. Now it's my understanding that this would maybe
6 -- this wouldn't be implemented right away, that there
7 would be a delay in it because I think what's key here
8 is that people understand it. Because I think what's
9 going to happen is a lot of people, you know, they're
10 busy, they go back and forth to work, they've got
11 families and everything. And they're just going to get
12 a bill one day and it's going to be more and then
13 they're going to say I don't know what summer
14 adjustments mean. So as long as we have a time gap
15 where we can identify some of these people and say,
16 look, there's going to be a change, but don't worry
17 because there's going to be an exemption in there for
18 your pool and be able to map out to them that if you do
19 get another water tap, that you're going to see the
20 break in the meantime that will offset it. I guess I
21 just want to make sure there's a ---
22 TOMMY DUNN: There is. Ms. Davis, when
23 realistically this can be implemented, we said next
24 summer; is that correct?
25 RITA DAVIS: A year from now.
26 TOMMY DUNN: A year from now.
27 CRAIG WOOTEN: Okay. Thank you.
28 TOMMY DUNN: Ms. Wilson, and then we'll
29 come back to you; okay? Ms. Wilson.
30 CINDY WILSON: The county collects a three
31 mill tax that goes to the sewer enterprise fund. And
32 every taxpayer in the county contributes to that,
33 whether they're on sewer or not. Anything -- we would
34 be paying for treatment regardless. We're already
35 paying for it, so it's still a cost to the taxpayer. I
36 can tell you, I had to go out and splurge and buy
37 another tap myself recently, and that was nine hundred
38 and ninety dollars. But when you look at the cost of
39 irrigation and filling a pool, it's, you know, a very
40 cost effective measure. It'll pay for itself in quite
41 a short time. So anyway, I'm for rescinding the summer
42 adjustment. Thank you.
43 TOMMY DUNN: Mr. Sanders.
44 BRETT SANDERS: This is the one, Ms. Davis,
45 that will allow us to collect where we had some issues
46 with collection ---
47 TOMMY DUNN: That's right. That's
48 right.
49 BRETT SANDERS: Okay.
50 TOMMY DUNN: This will let water

1 companies start back billing when they wouldn't bill
2 before, and if somebody don't pay, they'll have the
3 right to cut the water off.

4 JIMMY DAVIS: Ms. Davis, what is that
5 figure?

6 BRETT SANDERS: Yeah.
7 TOMMY DUNN: The figure we owe, Derrick,
8 we're losing, roughly?

9 RITA DAVIS: Over a hundred thousand
10 dollars with Hammond and over thirty thousand dollars
11 with Broadway.

12 TOMMY DUNN: A year?
13 RITA DAVIS: A year.
14 BRETT SANDERS: By us to collect?
15 RITA DAVIS: Balance is (inaudible)
16 deemed uncollectible.

17 BRETT SANDERS: All right. Thank you.
18 TOMMY DUNN: Anyone else? All in favor
19 of the motion show of hands. Opposed like sign. Show
20 the motion carries unanimously.

21 Moving on to Item number 7(a), ordinance's first
22 reading, 2019-022, an ordinance to amend the zoning map
23 to rezone +/- 0.59 acres from C-2 (Highway Commercial)
24 to S-1 (a service district) at 108 Chippewa Lane. Did
25 I say that right? District 7.

26 We're going to have a public hearing before we go
27 into that. We'll ask if you want to give us a little
28 bit of information and then we'll go on from there.
29 You got anything you'd like to add or say from staff's
30 perspective?

31 CELIA MYERS: Yes, sir, just real quick.
32 Thank you, Mr. Chair. Before you this evening is a
33 rezoning request for approximately .5 acres located at
34 108 Chippewa Lane. It is for the stated purpose of a
35 transportation business. It is currently zoned C-2 or
36 highway commercial zoning classification, and the
37 request is for S-1 or service district classification.
38 The property is located within the Williamston mill
39 precinct, again in District 7. The District 7 Zoning
40 Advisory Group was unable to meet on May 1st due to a
41 lack of quorum. Therefore it is deemed to have
42 approved this request according to our Code Chapter 70,
43 Section 10.2. And then on May 14th the Planning
44 Commission did hold a public hearing and they
45 recommended to send this forward with their
46 recommendation of approval before you. If you have any
47 other questions, I'm happy to answer them.

48 TOMMY DUNN: Thank you. We're going to
49 go into a public hearing on this matter and then we'll
50 come back for discussion and motions. Anyone wishing

1 to speak to this matter please step forward and state
2 your name and district and address the chair, please.
3 Anyone at all? Hearing and seeing none, the public
4 hearing will be closed. Do we have a motion to put
5 this on the floor? Motion Ms. Wilson. Do we have a
6 second?

7 RAY GRAHAM: Second.
8 TOMMY DUNN: Second Mr. Graham. Now,
9 discussion. Ms. Wilson, do you have any?

10 CINDY WILSON: May I very quickly make a
11 question. So the transportation dispatch group could
12 not operate in a commercial zone. It didn't --
13 classification within that. So that's why we had to
14 change this one?

15 CELIA MYERS: Yes, ma'am. The applicant
16 did ask our Zoning Administrator, and it was determined
17 that it would not be allowed on the C-2.

18 CINDY WILSON: Well, once we have that
19 bridge replaced at Cherokee Road and all that area, it
20 will be quite a hub for transportation. Thank you.

21 TOMMY DUNN: Thank you. Anyone else?
22 Anyone at all? All in favor of the motion show of
23 hands. Opposed like sign. Show the motion carries
24 unanimously.

25 If we could we're going to, 7(b), ReWa thing, go
26 into executive session. So if we can, we've got a
27 couple of items we'll handle and then we'll take a
28 break, if that's all right with everybody?

29 We're going to go to Item 8(a), Resolution R2019-
30 027, a resolution to reinstate the collection of Ramp
31 Fees pursuant to Section 6-186 of the Code of
32 Ordinances, Anderson County, South Carolina, at the
33 airport. Do we have a motion to move this forward?

34 BRETT SANDERS: So moved.

35 TOMMY DUNN: Motion Mr. Sanders. Second
36 by Ms. Wilson. And I think this come out of -- no, it
37 didn't. Sorry. Any discussion?

38 CRAIG WOOTEN: I just want to clarify, I
39 think this was my understanding from the budget
40 workshop that these ramp fees are paid by folks who fly
41 planes into Anderson County and not by folks who own
42 planes in Anderson County. And I just wanted to --
43 knowing Councilman Sanders flies, is that the way you
44 understand it, Mr. ---

45 BRETT SANDERS: Yes, sir.

46 CRAIG WOOTEN: Okay.

47 TOMMY DUNN: And keep in mind, we have
48 the ramp fees before council, probably a couple of
49 years ago, probably longer than that, took them out and
50 it was a failure. So it's time to put them back and do

1 something about it.
2 CINDY WILSON: Mr. Chairman, may I?
3 TOMMY DUNN: Yep.
4 CINDY WILSON: The airport, in order to
5 qualify for federal grants and funds of that nature,
6 must be self-sustaining. And once we waived the ramp
7 fee, we lost about seventy-two thousand dollars
8 annually. And part of that was in a reduction of fuel
9 cells. And the incentive here is when we have out-of-
10 town planes landing, if they purchase fuel, they don't
11 pay a ramp fee. So it equals out fine. Thank you.
12 TOMMY DUNN: All in favor of the motion
13 -- you got something, Ms. Floyd?
14 GRACIE FLOYD: I have a question.
15 TOMMY DUNN: Go ahead, Ms. Floyd.
16 GRACIE FLOYD: Do you have one, too?
17 BRETT SANDERS: No, ma'am.
18 GRACIE FLOYD: Okay. Mr. Chairman, when
19 did we waive that ramp fee?
20 TOMMY DUNN: If I'm not mistaken, I
21 could be wrong, do you know?
22 LEON HARMON: It was in 2017.
23 TOMMY DUNN: Okay. Two years ago.
24 GRACIE FLOYD: Two years ago?
25 LEON HARMON: Yes, ma'am.
26 GRACIE FLOYD: All right. So it's been
27 gone for two years.
28 TOMMY DUNN: All in favor of the motion
29 show of hands. Opposed like sign. Show the motion
30 carries unanimously.
31 Now, moving on to 8(b), R2019-028, a resolution to
32 approve the Participation Agreement with the City of
33 Greenville, South Carolina related to a pavement
34 project utilizing the Hot in Place Recycling ("HIR")
35 Method. Mr. Burns.
36 RUSTY BURNS: Mr. Chairman, this is a
37 project that will not cost Anderson County anything.
38 It will be paid for by the Anderson County
39 Transportation Committee. It would be an agreement
40 between Anderson County and the city of Greenville. It
41 is a new paving system, new to us, that's used out west
42 a lot. And in order for it to work and in order for us
43 to take advantage of it, we have to partner with the
44 city of Greenville. But in essence this huge monster
45 of a machine will go to Levis Smith Road, which is off
46 Liberty Highway, and it will literally eat the road in
47 front of it, reconstitute that asphalt, add new asphalt
48 in it and put it down in one fell swoop.
49 GRACIE FLOYD: Mr. Chair?
50 TOMMY DUNN: Yes, ma'am.

1 GRACIE FLOYD: And you said it wouldn't
2 cost us anything?
3 RUSTY BURNS: No, ma'am.
4 GRACIE FLOYD: Okay. Why?
5 RUSTY BURNS: Because it's coming from
6 the Anderson County Transportation Commission.
7 GRACIE FLOYD: Oh, they do the paying?
8 Oh, okay. Gotcha.
9 TOMMY DUNN: Anyone else?
10 JIMMY DAVIS: Mr. Burns?
11 TOMMY DUNN: Mr. Davis.
12 JIMMY DAVIS: Who actually owns the
13 machine?
14 RUSTY BURNS: The company that's coming
15 in to do it. We don't own it. We don't want one. And
16 it's good for a lot of our situations. But it is on
17 that road.
18 TOMMY DUNN: Ms. Floyd?
19 GRACIE FLOYD: One more question. Do we
20 pay money to the Anderson Transportation System ---
21 RUSTY BURNS: No, ma'am.
22 GRACIE FLOYD: --- for anything at all?
23 RUSTY BURNS: No, ma'am.
24 GRACIE FLOYD: They don't get anything
25 from us?
26 RUSTY BURNS: No, ma'am.
27 GRACIE FLOYD: It comes from the state?
28 RUSTY BURNS: Yes, ma'am.
29 TOMMY DUNN: They get a hard time from
30 us.
31 GRACIE FLOYD: Okay.
32 TOMMY DUNN: Anyone else? All in favor
33 of the motion show of hands. Opposed like sign. Show
34 the motion carries unanimously.
35 At this time I make the motion we go in executive
36 session for contractual issues involving ReWa Sewer
37 Agreement. Part of my motion is we're going to take
38 about a five or ten minute break before we do this, but
39 I want to have a motion we go ahead.
40 CINDY WILSON: Second.
41 TOMMY DUNN: Second Ms. Wilson. All in
42 favor of the motion show of hands. Opposed like sign.
43 Motion carries unanimously.
44 **BREAK AND EXECUTIVE SESSION**
45 CINDY WILSON: ... out of executive
46 session, having received information regarding the ReWa
47 Sewer Agreement, with no votes taken.
48 TOMMY DUNN: Have a motion Ms. Wilson.
49 BRETT SANDERS: Second.
50 TOMMY DUNN: Have a second Mr. Sanders.

1 All in favor of the motion show of hands.

2 At this time we're going to go back to 7(b),
3 ordinance first reading, 2019-023, an ordinance to
4 approve an agreement of transfer of assets by and
5 between Anderson County, South Carolina and ReWa. This
6 is first reading only. Be two more titles. And let
7 the record show Ms. Floyd has recused herself and has
8 stepped out. Do we have a motion?

9 JIMMY DAVIS: So moved.

10 TOMMY DUNN: Motion by Mr. Davis. Do we
11 have a second?

12 CINDY WILSON: Second.

13 TOMMY DUNN: Second Ms. Wilson. Any
14 discussion? As we say there will be two more reading
15 on this, but prior to Mr. Davis and while Mr. Davis has
16 been in office this has been looked at and talked about
17 for some time. This ain't nothing just happening
18 willy-nilly. It has been worked at and studied to come
19 to this. Like I said, two more readings. Anymore
20 discussion?

21 CINDY WILSON: Yes, sir, Mr. Chairman.

22 TOMMY DUNN: Ms. Wilson.

23 CINDY WILSON: ReWa already has the main
24 sewer plant in our county that would serve a great deal
25 of this area. And then they've got another sewer plant
26 across the river that would sewer the other part.

27 TOMMY DUNN: Yep.

28 CINDY WILSON: So they're already in place
29 here and, as Mr. Davis pointed out, they have the
30 bonding capability to build out, which would be very
31 difficult for us for so few users. But it's an area
32 that's growing very, very quickly. Thank you.

33 TOMMY DUNN: And to get this done, Mr.
34 Harmon, I think the gentleman agreement between the two
35 entities has been start -- this would take place at the
36 start of our fiscal year. In doing so, keep in mind,
37 when Mr. Harmon deems necessary for ordinances and time
38 frames, we'll have to have a special meeting to make
39 this happen.

40 LEON HARMON: That's correct, Mr.
41 Chairman.

42 TOMMY DUNN: So all in favor of the
43 motion show of hands. All opposed like sign. Show the
44 motion carries unanimously.

45 Mr. Sanders, do you mind asking Ms. Floyd to step
46 back in?

47 We're going to be moving on now to Item number 10.
48 Does anyone have any appointments? Anybody? No
49 appointments.

50 We'll move on to Item Number 11, requests by

1 council members. Anderson District 5, rec account or
2 appropriations account, would like to appropriate four
3 hundred and ninety dollars. Put that in the form of a
4 motion to move into the Sports -- give that money,
5 transfer it into the Sports Center at the Civic Center
6 out there. Put that in the form of a motion.
7 CINDY WILSON: Second.
8 TOMMY DUNN: Second Ms. Wilson. Any
9 discussion? All in favor of the motion show of hands.
10 Opposed like sign. Show the motion carries
11 unanimously. Anymore requests by council members, do
12 we have any? Ms. Floyd, you got one?
13 GRACIE FLOYD: Mr. Chairman, I have three
14 requests. Two of them are entities that have requested
15 from me before so I don't have any paper for them. Is
16 that ---
17 TOMMY DUNN: Just get the paperwork and
18 we'll move on. I mean do it tonight and they can get
19 it ---
20 GRACIE FLOYD: The paperwork is on file.
21 TOMMY DUNN: Okay.
22 GRACIE FLOYD: (Inaudible - mic not turned
23 on.)
24 TOMMY DUNN: Okay.
25 GRACIE FLOYD: (Inaudible - mic not turned
26 on.)
27 TOMMY DUNN: Ms. Floyd, the mic.
28 GRACIE FLOYD: All right. So they're
29 talking about two hundred dollars. That's in the form
30 of a motion. And one more, the -- on Monday at one
31 o'clock we're going to have the honor of entertaining
32 the person who is in charge of all of the census in
33 America; is that right?
34 TOMMY DUNN: Uh-huh (affirmative).
35 GRACIE FLOYD: He's going to be here with
36 us. And District 2 would like to allocate a thousand
37 dollars for the luncheon for that day. They're asking.
38 So there's three different things. Okay, yeah, here it
39 is. His name is Dr. Steven Dillingham. We're honored
40 to have him in Anderson for that day. But we need to
41 look at why he chose Anderson. And that was because we
42 didn't do too well on the last census. We undercounted
43 a lot of people. And he's coming to look at the issue,
44 to understand why and to help us understand why.
45 TOMMY DUNN: I'm just smiling, thinking
46 he ain't coming to the county; is he?
47 GRACIE FLOYD: But anyway, District 2
48 would like to spring for the luncheon for that day. So
49 it's going to be held at Westside school. But anyway
50 there were three things I would like to -- I'm asking

1 for funds for.
2 TOMMY DUNN: Ms. Floyd has a motion. Do
3 we have a second?
4 BRETT SANDERS: Second.
5 TOMMY DUNN: Second Mr. Sanders. Any
6 discussion? I'd like to say one thing on the Men At
7 Work, I just talked to a couple of those gentlemen and
8 good news, the youngster we talked about here a couple
9 of meetings ago that couldn't make it that Ms. Floyd
10 was going to honor, is supposed to be home, I believe,
11 tomorrow. So that's great news. They said he's pretty
12 much fully recovered and on the way to thing. No side
13 effects. So that's great. Glad to hear that. Maybe
14 we can get Ms. Floyd to get them back up here when it
15 gets time.
16 GRACIE FLOYD: Good.
17 TOMMY DUNN: All in favor of Ms. Floyd's
18 motion show of hands. Opposed like sign. Show the
19 motion carries unanimously. Ms. Floyd, anything else?
20 GRACIE FLOYD: No, sir.
21 TOMMY DUNN: Mr. Graham?
22 RUSTY BURNS: Mr. Chairman, if I may?
23 TOMMY DUNN: No, Mr. Graham's got
24 something.
25 RAY GRAHAM: Uh-uh (negative).
26 TOMMY DUNN: Oh, okay, I'm sorry.
27 RUSTY BURNS: We have request. We're
28 going to take some money out of Mr. Graham's road fund
29 that's allocated in one area and we want to transfer it
30 to Ebenezer in another area for paving. This is paving
31 money. This is not recreation money at all. This is
32 paving money.
33 TOMMY DUNN: You're just moving money
34 around?
35 RUSTY BURNS: Up to twenty thousand
36 dollars.
37 TOMMY DUNN: Have a motion Mr. Graham.
38 Have a second? Second Mr. Davis. Any discussion? All
39 in favor of the motion show of hands. All opposed like
40 sign. Show the motion carries unanimously.
41 Moving on, you got anything else? Anybody else
42 have anything else?
43 Moving on, administrator's report.
44 RUSTY BURNS: Nothing at this time, Mr.
45 Chairman.
46 TOMMY DUNN: Citizens comments. When
47 Mr. Harmon calls your name ---
48 LEON HARMON: Mr. Chairman, no one is
49 signed up at this point.
50 TOMMY DUNN: At this time remarks from

1 council members. Mr. Davis.
2 JIMMY DAVIS: Nothing at this time.
3 TOMMY DUNN: Mr. Sanders?
4 BRETT SANDERS: Nothing at this time, sir.
5 TOMMY DUNN: Ms. Floyd?
6 GRACIE FLOYD: I have one thing. And this
7 is directed to our administrator. Mr. Burns -- Dunn?
8 TOMMY DUNN: Mr. Burns? You always make
9 him feel good. You can call him Mr. Dunn any time. It
10 really swells his head up.
11 GRACIE FLOYD: Mr. Burns, I know we all
12 sat before our TV as we looked at those county people
13 being shot to death in -- was it Virginia?
14 TOMMY DUNN: Virginia.
15 GRACIE FLOYD: Okay. All right. And I
16 got to worrying about our people. Are we protected --
17 are we protecting them the best we can?
18 RUSTY BURNS: Ms. Floyd, Lieutenant David
19 Baker and I discussed on Monday the situation we have
20 in our county office buildings. I directed and
21 requested Lieutenant David Baker to begin active
22 shooter training in all of our county office buildings.
23 We are going to begin at the annex. That is under the
24 sheriff's office. Lieutenant David Baker is
25 coordinating that. We're also looking at the security
26 in this building and looking to have our person who is
27 currently not as equipped to handle a situation like
28 that, but yes, ma'am, we put that into effect on Monday
29 and we should begin that soon.
30 GRACIE FLOYD: Okay. I always worry about
31 that space up there. Okay. And I thank you for doing
32 that because that really concerned me.
33 RUSTY BURNS: Yes, ma'am.
34 GRACIE FLOYD: And Greg Wilson, Mr.
35 Wilson, may I see you after the meeting, please? Thank
36 you.
37 TOMMY DUNN: Thank you, Ms. Floyd.
38 Mr. Graham? Mr. Wooten? Ms. Wilson?
39 CINDY WILSON: Very quickly. June 13th
40 we've been invited over to the Annex for a meeting with
41 Mr. Randall Arendt who is doing a seminar the next day
42 at the Civic Center to help us upgrade our development
43 standards here in this county with some kind of
44 conservation plan in place for properties that are to
45 be developed. This is a very rare opportunity because
46 I know Ms. Alesia Hunter has tried for thirteen years
47 to get him here. And I'm hoping to have some of my
48 forestry and conservation easement people to come also
49 on the 14th to provide some resource information to our
50 developers that there are tax incentives and things of

1 that nature that could be utilized to their advantage
2 to incorporate some of those ideas into their plans.
3 Thank you.

4 TOMMY DUNN: Thank you. A couple of
5 quick things. If you can I think it was last week or
6 week before last I know Mr. Sanders and Mr. Davis went
7 to the full county meeting over in Greenville, with
8 Pickens, Oconee, Anderson and Greenville. We're the
9 hosting county at the next meeting. Probably going to
10 be either August, September. We'll get the date nailed
11 down and where it'll be at and everything. I think
12 they learned some -- I know Mr. Burns went and also Mr.
13 Williamson went, our IT Department, and talked to them.
14 They learned some good stuff. And look forward to
15 hosting them in our county.

16 Next thing, and I ain't got to be here by no means,
17 but next time I'm available for a budget workshop will
18 be Friday around lunch. Would that work? And we're
19 going to have more. Yeah. We'll see what we can come
20 up with. Yeah, instead of lunchtime, can we do it some
21 other time Friday? I'll have to look and see.

22 GRACIE FLOYD: ... work for me because we
23 have these people coming.

24 TOMMY DUNN: You've got census people
25 coming Monday; right?

26 GRACIE FLOYD: One o'clock.

27 TOMMY DUNN: We'll get together and get
28 most of us -- there's going to be more meetings and all
29 of us might not be able to make it. We've got to have
30 -- we've got a lot of work to do so we've got to have
31 some budget workshops and get started on some things.
32 So we'll be in touch.

33 Anything else? Meeting adjourned. Thank y'all for
34 being here.

35
36

(MEETING ADJOURNED AT 8:17 P.M.)

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:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance # 99-004 to rezone from 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:

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

1st Reading: June 4, 2019

2nd Reading: June 18, 2019

3rd Reading: June 28, 2019

Public Hearing: May 14, 2019 and June 4th, 2019



Aerial Photography

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

0 250 500 1,000 Feet



Aerial Photography

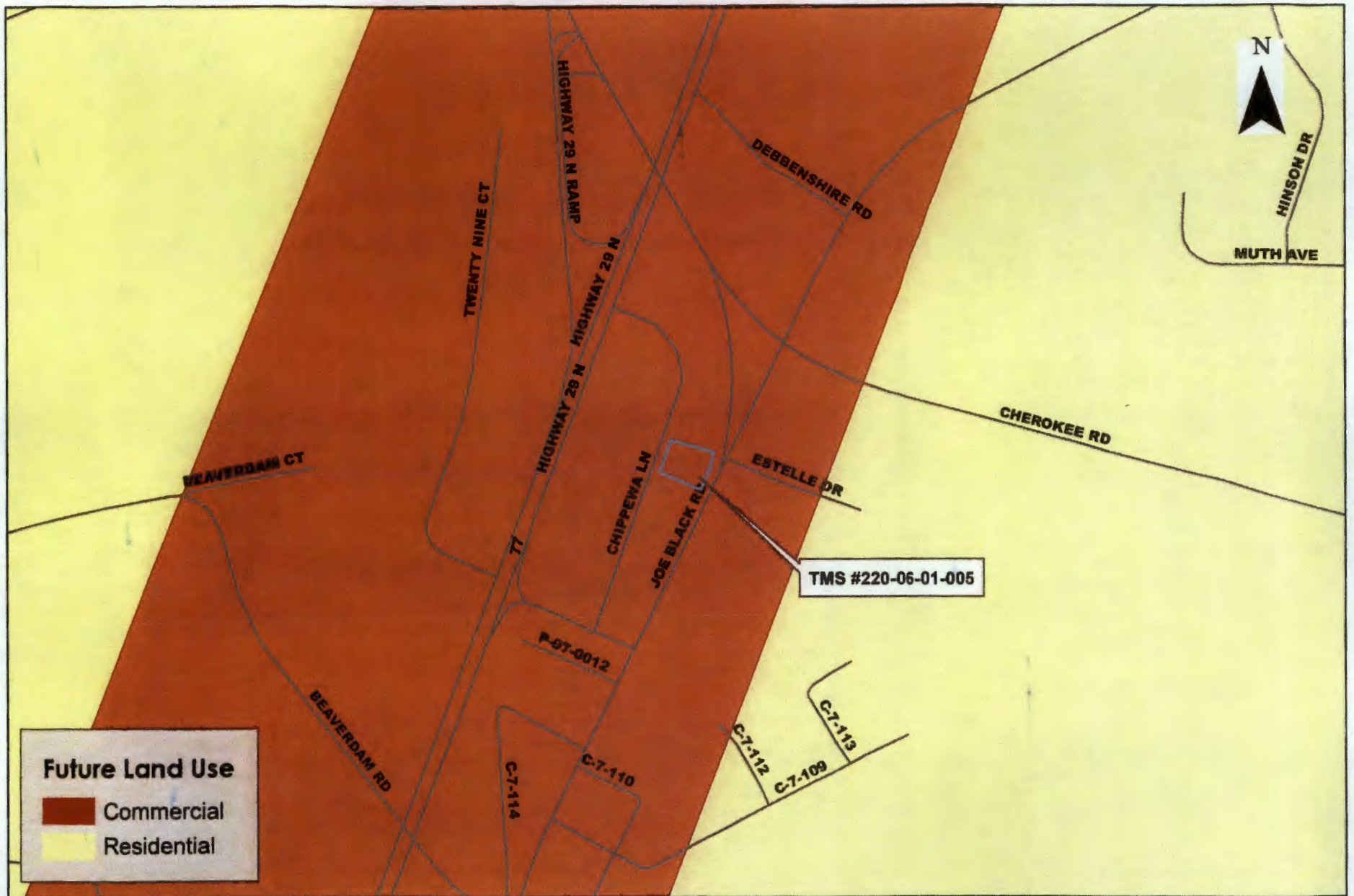
Rezoning Request
108 Chippewa Lane
C-2 to S-1

0 500 1,000 2,000 Feet



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

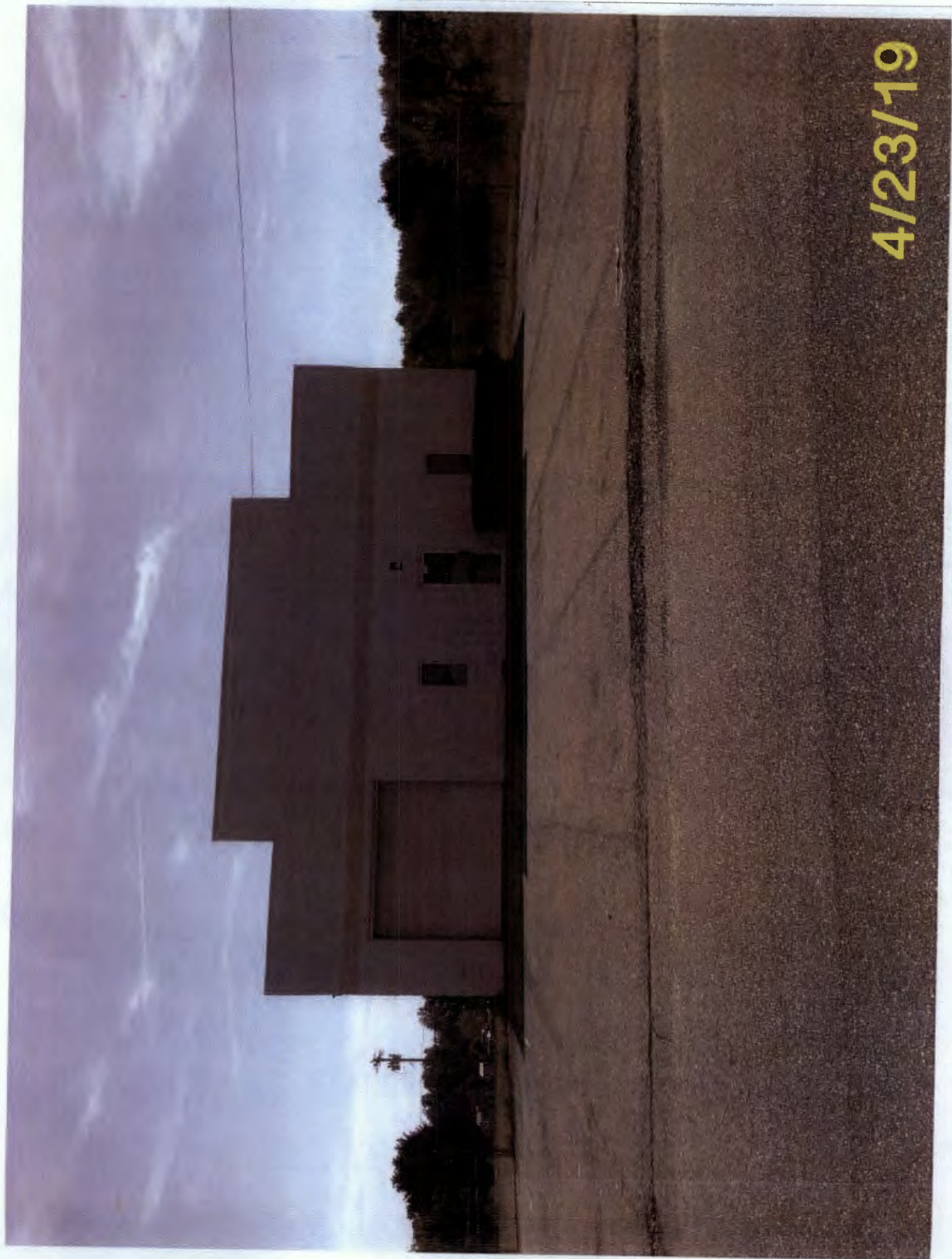
0 500 1,000 2,000 Feet



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

0 500 1,000 2,000 Feet

4/23/19





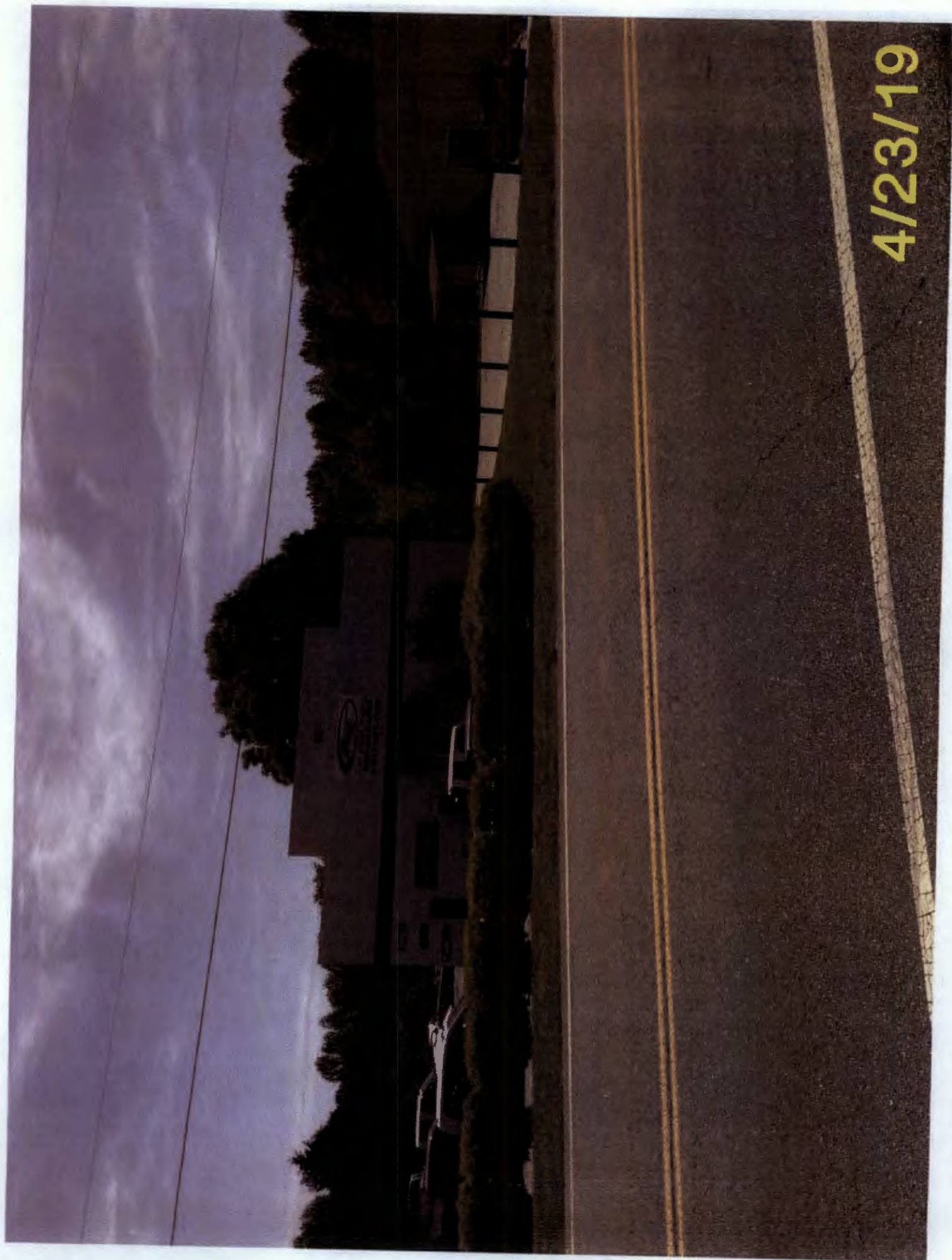
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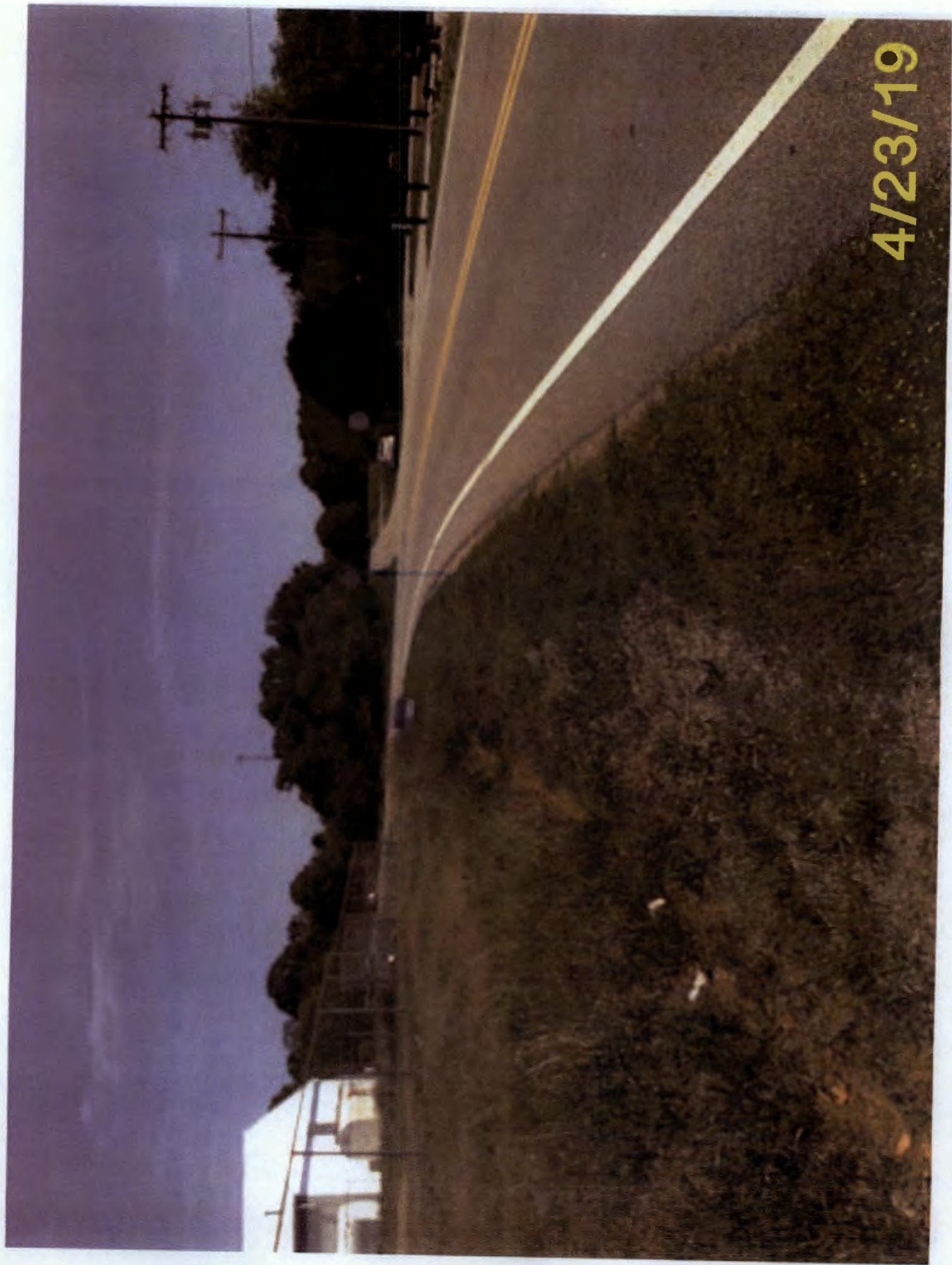
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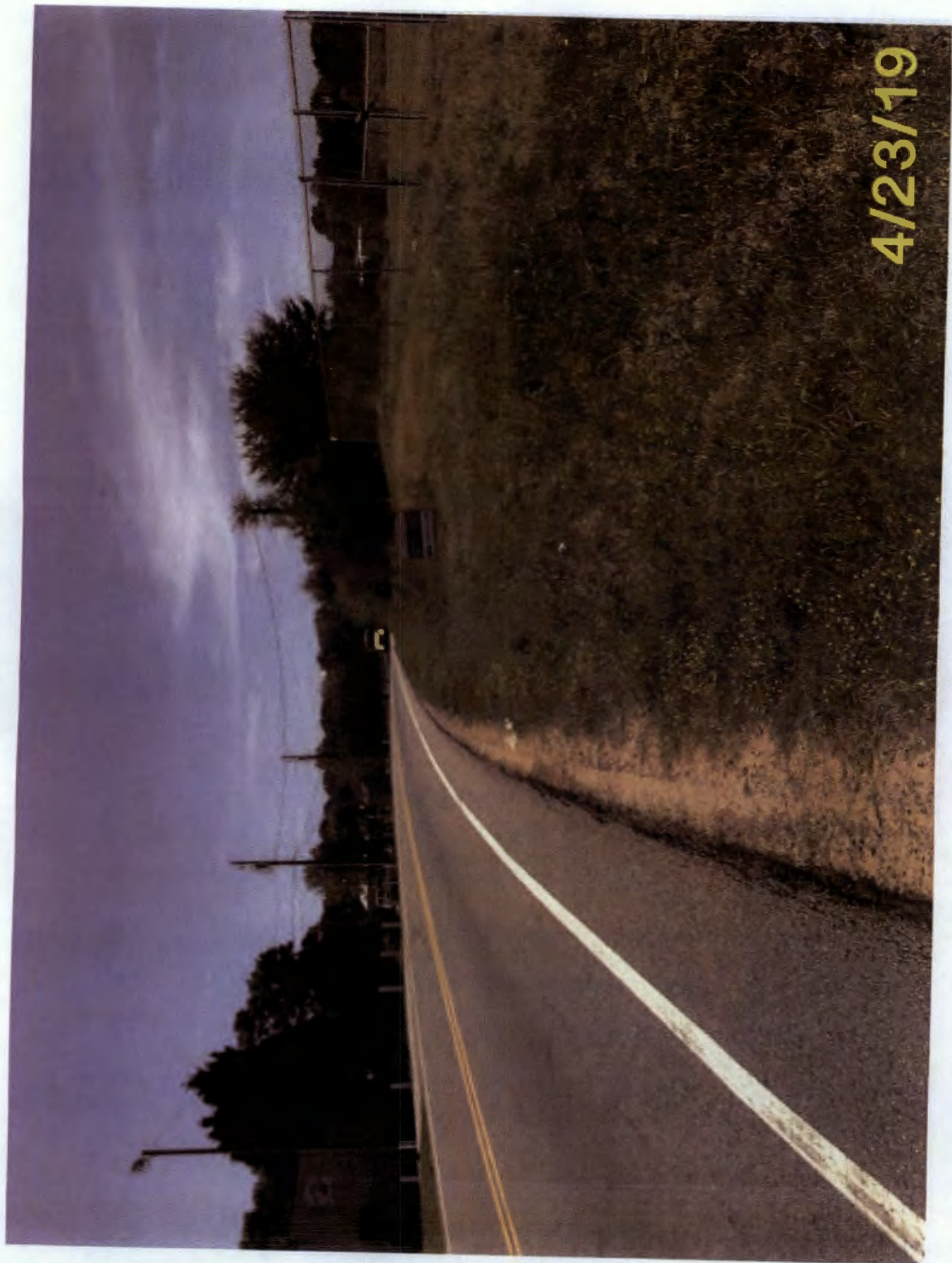
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4/23/19

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 28th day of June, 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

1st Reading: June 4, 2019

2nd Reading: June 18, 2019

3rd Reading: June 28, 2019

Public Hearing: June 28, 2019

**AGREEMENT FOR THE TRANSFER OF ASSETS
BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA
AND RENEWABLE WATER RESOURCES**

This **AGREEMENT FOR THE TRANSFER OF ASSETS** (this “Agreement”) is entered into this ___ day of June, 2019, by and between Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (“Anderson County”), and Renewable Water Resources, a body politic and corporate and a special purpose district organized under the laws of the State of South Carolina (“ReWa”). Each entity is a “Party” and together they are the “Parties.”

WHEREAS, Anderson County operates a wastewater collection and transportation system that serves certain customers in the Anderson County portion of ReWa’s statutorily defined service area (the “Anderson County System” within ReWa’s Service Area reflected in Exhibit H).

WHEREAS, ReWa is a special purpose district and political subdivision of the State of South Carolina which operates under the authorities granted by Act No. 362 of the Acts of the General Assembly of the State of South Carolina, 1925, as amended, such amendments to include without limitation, Act No. 195 of 1999 and Act No. 298 of 2016 (collectively, the “Enabling Act”);

WHEREAS, pursuant to the requirements of its Enabling Act, ReWa is authorized to acquire sewer systems and service rights in certain areas of Anderson County including the area in which the Anderson County System operates;

WHEREAS, Anderson County has determined that it would be in the best interests of its system, and customers, including Anderson County, to sell the Anderson County System to ReWa (the “Sale”), thereby allowing ReWa to operate and improve the Anderson County System and serve its customers; and

WHEREAS, the parties have determined that acquiring the Anderson County System will benefit their customers (a) by putting existing treatment plant capacity owned by ReWa into active use , (b) by expanding ReWa’s economies of scope and scale, (c) by furthering the economic development of Anderson County in an orderly and appropriate manner, and (d) by ensuring that the water resources and environment of the County are protected through a regional wastewater treatment system;

WHEREAS, the Parties have agreed on terms for such Sale, which include without limitation the transfer of the Anderson County System and associated easements to ReWa; the transfer of fifteen (15 pump stations and along with all permits and associated real property to ReWa; and other matters set forth below;

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations contained herein, and the payment by ReWa of the portion of the State Revolving Fund loan that relates to the Anderson County System being transferred to ReWa (the “Partial SRF Loan Release”) and additional payment of portion of the County’s bonded indebtedness attributable to the same, the receipt and sufficiency of which the parties hereby acknowledge, ReWa and Anderson County do hereby agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1. Definitions. The terms defined below are used in this Agreement with meanings ascribed thereto unless a different meaning is plainly intended.

“Agreement” means this Agreement for the Transfer of Assets dated June ___, 2019, by and between ReWa and Anderson County.

“Anderson Customer” means those sewer customers now served by Anderson County within ReWa’s service area who will afterwards be served by ReWa alone, and those future sewer customers within the same area.

“Environmental Laws” means any federal, state, local, or foreign law (including, without limitation, common law), treaty, judicial decision, regulation, rule, judgment, order, decree, injunction, permit, or governmental restriction or any agreement with any governmental body or other third party, whether now or hereafter in effect, relating to the environment, human health and safety, or to pollutants, contaminants, wastes, or chemicals or any toxic, radioactive, ignitable, corrosive, reactive, or otherwise hazardous substances, wastes, or materials.

“System” means the wastewater collection system operated by ReWa.

“Anderson County System” means all of the assets comprising the Anderson County-maintained wastewater collection and transportation system, as applicable, within the Anderson County portion of ReWa’s statutorily defined service area, as further defined in EXHIBITS A, B, C, D and E and any non-enumerated real property interests as described in Section 2.6(d).

“Transfer Date” means that date for the transfer of ownership of the Anderson County System from Anderson County to ReWa.

“Permitted Exceptions” shall mean all matters shown on any title commitment and survey obtained by ReWa. In no event shall any Voluntary Lien constitute a Permitted Exception, and all Voluntary Liens shall be paid in full at or before the Closing by Seller, except the Partial SRF Loan Release, which shall be paid by ReWa.

“Voluntary Liens” shall mean any of the following encumbrances on the Real Property or any portion thereof: (a) any mortgage or deed of trust granted or assumed by Anderson County; (b) any mechanic’s or materialmen’s lien; (c) any lien for unpaid taxes, assessments, utility, water, sewer or other governmental charges; and (d) any other lien or encumbrance granted, assumed or

suffered by Anderson County and securing the repayment of money or other claims made against Anderson County.

ARTICLE II

AGREEMENT TO TRANSFER AND ACQUIRE CERTAIN ASSETS

SECTION 2.1. *Agreement to Transfer.* ReWa and Anderson County agree that the customers of the Anderson County System will obtain more efficient wastewater collection, treatment and disposal services if the assets comprising the Anderson County System are transferred to ReWa and thereafter operated under the ownership and control of ReWa. ReWa has determined that by acquiring the Anderson County system, it will be able to expand and extend its wastewater system into developing areas of Anderson County to support regional economic development to the benefit of the Anderson Customers. This Agreement provides for such transfer.

SECTION 2.2. *Rate Matters.*

(a) Rates. Except as otherwise expressly provided below in part (b) and (c) of this Section below, the Anderson Customers shall be billed at the applicable ReWa rates, and shall be subject to all applicable charges and fees as established by ReWa from time to time. Anderson County will provide a list of these customers to ReWa prior to closing. ReWa will establish rates for direct collection customers, which initially shall conform generally to the rates and charges currently charged by the Anderson County System for sewer service, provided however, that any tap fees, new account fees, and terms and conditions of service shall be as ReWa shall establish without reference to the existing charges, fees, rates, terms and conditions of Anderson County. Except as otherwise expressly provided herein, ReWa may change its rates, terms and conditions of service at any time.

(b) Existing Rates Held for 3 Years. For the first 3 years following the Closing Date, ReWa will charge the Anderson Customers at rates equivalent to those they are paying at the time of transfer for wastewater collection, transportation and treatment.

(c) 2 Year Transition to ReWa Rates. During the fourth and fifth years after the Closing Date, ReWa will transition rates of the Anderson Customers by equal stages to the same collection, transportation and treatment charges paid by all other ReWa customers.

SECTION 2.3. *Real Property Interests*

(a) Easements on Anderson County Property. In addition to the pre-existing easements and rights-of-way held by Anderson County over real property not owned by Anderson County which are otherwise being transferred hereunder, Anderson County will grant to ReWa an easement in the form attached hereto as **EXHIBIT D** granting ReWa a thirty foot (30') easement for access, ingress, egress, maintenance, operation, repair, replacement and refurbishing of any portion of the Anderson County System being conveyed to ReWa that is located on real property owned by Anderson County and not being conveyed to ReWa hereunder in fee simple (the "County Property Easement"). The

County Property Easement (i) shall be delineated on a survey to be prepared by a surveyor licensed in the State of South Carolina (the "County Property Easement Survey"), (ii) shall be subject to existing encroachments and all other matters of record, and (iii) except where limited by existing encroachments and/or other matters of record shall run fifteen feet (15') to either side of the centerline of the lines comprising the portion of the Anderson County System being conveyed to ReWa on Anderson County property.

(b) Compensation to Anderson County for the Real Property and Easements. ReWa shall compensate Anderson County for the real property and easement transfers contemplated herein by paying the portion of the State Revolving Fund loan that relates to the Anderson County System, which is approximately Two Hundred Thirty-One Thousand and 83/100 dollars (\$231,375.83) as of the date of the Closing Date. Said amount shall be paid by ReWa directly to the State Revolving Fund at Closing. ReWa will pay an additional One Hundred Fifty-Three Thousand and 00/100 dollars (\$153,000.00) directly to the County in consideration for bonded indebtedness incurred by the County in connection with the Anderson County System.

SECTION 2.4. *Conditions to Closing.*

(a) To Anderson County. The following shall be conditions precedent to the obligation of Anderson County to proceed with the closing of the Sale (the "Closing"). Each condition may be waived in whole or part only by written notice of such waiver from Anderson County to ReWa.

- i. Approval of the Sale by the State Revolving Fund;
- ii. ReWa shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by ReWa prior to or at the Closing; and
- iii. On the Transfer Date, all representations and warranties of ReWa set forth in this Agreement shall be true, accurate and complete.

(b) To ReWa. The following shall be conditions precedent to the obligation of ReWa to proceed with the Closing. Each condition may be waived in whole or part only by written notice of such waiver from ReWa to Anderson County.

- i. Approval of the Sale by the State Revolving Fund program;
- ii. Anderson County shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Anderson County prior to or at the Closing; and
- iii. On the Transfer Date, all representations and warranties of Anderson County set forth in this Agreement shall be true, accurate and complete.

If the closing shall fail to occur as the result of the failure of any condition precedent, each Party shall be responsible for its own costs.

(c) Due Diligence Period. ReWa shall have a period, commencing on the date of the County's execution of the Memorandum of Understanding related to this transaction up and until 10 days before Closing (the "Due Diligence Period"), to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Anderson County System, including without limitation engineering, topographic, soils, zoning, wetlands, and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by ReWa) (the "Inspections"), as ReWa deems necessary, desirable, or appropriate in its sole and absolute discretion. ReWa shall have the unconditional right, for any reason or no reason whatsoever, to terminate this Agreement upon written notice to Anderson County delivered at any time prior to 11:59 p.m. EST on the last day of the Due Diligence Period. If ReWa does not timely notify Anderson County of its election to terminate this Agreement prior to 11:59 p.m. EST on the last day of the Due Diligence Period, ReWa shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If ReWa elects to terminate this Agreement as provided in this Section, this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement). Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Due Diligence Period may be agreed in writing or email by each party or each Party's respective attorney and notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given, by ReWa as provided in this Agreement or by ReWa or ReWa's attorney by fax or by email to Anderson County and/or Anderson County's attorney.

SECTION 2.5. *Transfer and Closing Dates*

The Transfer Date shall be 30 days after the Closing Date which the parties agree the Closing Date shall be no later than June 30, 2019.

SECTION 2.6. *Assets Transferred to ReWa.*

Anderson County shall transfer and ReWa accepts all the assets of the Anderson County System as of the Transfer Date. The following provisions enumerate the assets constituting the Anderson County System:

- (a) Fixed Assets, Real Property, Easements and Rights-of-Way. Anderson County transfers to ReWa:
- i. Fixed Assets. All pipes, valves, lines, meters, pressure regulatory devices, manholes, wells, vaults, tanks, pumps, pump stations, SCADA systems, treatment facilities, outfalls, and other property, plant, and fixed equipment used in the provision of sewer service or in operating the Anderson County System. A bill of sale of all the fixed assets transferred to ReWa is attached as **EXHIBIT A**.
 - ii. Real Property. All real property used in the provision of sewer service or in operating the Anderson County System, including the real property on which the five (5) pump stations owned by Anderson County in fee simple are located, as shown on **SCHEDULE 2.6(a)** (the "Fee Simple Pump Stations"), and any other

real property on which pump and haul vault or similar facilities are located ("Other Sewer Real Property"). A form of deed for the Fee Simple Pump Stations and the Other Sewer Real Property (collectively, the "Real Property") is attached as **EXHIBIT B**. The Real Property shall be conveyed by Anderson County to ReWa subject to the Permitted Exceptions.

ReWa may cause to be prepared or conducted, at its sole cost and expense, (i) a title search of all the Real Property and the preparation of a title insurance commitment for all the Real Property (collectively, the "Title Materials") and (ii) ALTA/ACSM survey(s) to be prepared by a SC-licensed surveyor of all the Real Property (each, a "Real Property Survey" and collectively, the "Real Property Surveys"). If no legal description currently exists for any one or more parcels of the Real Property pursuant to deed(s) of record vesting title thereto in Anderson County (an "Existing Legal Description"), Anderson County shall cause the applicable parcel(s) of Real Property to be created as a subdivided parcel comprising an area sufficient for ReWa's purposes to be determined by ReWa in its reasonable discretion after consultation with Anderson County (a "Real Property Subdivision Plat(s)"). The Existing Legal Description for each parcel of the Real Property shall be used in the deed conveying title to each parcel of the Real Property to the extent in existence, and the legal description from the applicable Real Property Subdivision shall be used in the deed conveying title to each of the remaining parcels of Real Property for which an Existing Legal Description does not exist. Anderson County shall be solely responsible for obtaining approval from the applicable governmental authorities for recordation of the Real Property Subdivision Plat(s) in the real property records of Anderson County, South Carolina.

- iii. Easements and Rights-of-Way. Rights-of-way, easements of record and prescriptive easements, whether exclusive or not, used in the provision of sewer service or in operating the Anderson County System. An assignment of such easements and rights-of-way and lists of specifically enumerated easements and rights-of-way, is attached as **EXHIBIT C**.

(b) County Property Easement. Anderson County will grant to ReWa the County Property Easement as contemplated in Section 2.3 hereinabove.

(c) Non-Enumerated Real Property and other Interests. The Parties recognize and acknowledge that the list of rights-of-way, easements, fee simple interests, and other interests in real property associated with the Anderson County System that is contained in the exhibits to this Agreement may not be exhaustive and that certain interests in real property associated with the Anderson County System and intended to be transferred hereunder may not be specifically enumerated therein. It is the express intention of the Parties to transfer to ReWa all Anderson County's rights-of-way, easements, fee simple interests, and other interests in real property, including prescriptive rights, that are associated with the Anderson County System whether they are listed in the exhibits to this Agreement or not. Anderson County agrees to use its best efforts to maintain those records and documents in its possession that are related to rights-of-way, easements, fee simple interests, and other

interests in real property associated with the Anderson County System and will locate such documents and provide them to ReWa upon reasonable request. Anderson County agrees to execute any documents necessary or convenient to perfect the transfer or recording of the transfer of any such non-enumerated interests in real property to ReWa upon reasonable request of ReWa.

(d) Non-Fixed Assets. Anderson County hereby transfers to ReWa the non-fixed assets including the equipment, tools, spare parts, supplies, and other assets as itemized on the bill of sale attached as **EXHIBIT E**.

(e) Customer Accounts and Account Information. Anderson County will transfer to ReWa all customer billing contracts with local water companies related to the Anderson County System and all customer accounts and billing information both in paper and if available in electronic form in conformity with the reasonable requests and specifications of ReWa.

(f) Accounts Payable and Receivable. Anderson County will be responsible for payment of all costs attributed to the Anderson County System incurred prior to the Transfer Date. ReWa will be responsible for the payment of all costs attributed to the Anderson County System incurred after the Transfer Date. Costs for periods spanning the Transfer Date will be prorated as necessary. Accounts receivable related to the Anderson County System, to the extent collected by Anderson County on or prior to the Transfer Date and which represent payments applicable to a period of time on or subsequent to the Transfer Date, shall be prorated between the Parties at Closing. Any Accounts receivable related to the Anderson County System collected by Anderson County after the Transfer Date and which represent payments applicable to a period of time subsequent to the Transfer Date, shall be submitted to ReWa monthly. Any accounts receivable which are due and payable with respect to the period prior to the Transfer Date, but which have not been collected by Anderson County on or prior to the Transfer Date, or payment of which has been deferred until after the Transfer Date (the “Arrearage Payments”) shall not be prorated at Closing. Any Arrearage Payments that are paid after the Transfer Date shall, subject to the terms below, be paid to Anderson County, and if the Arrearage Payments are received by ReWa, ReWa shall pay the Arrearage Payments to Anderson County promptly after collection by ReWa; provided, however, that all accounts receivable collected after the Transfer Date shall be applied first to payment of all amounts due ReWa and second to all Arrearage Payments due to Anderson County. ReWa shall have no obligation to collect any Arrearage Payments or to commence any action to enforce any obligation to pay the Arrearage Payments. In the event ReWa elects to commence any action or proceeding and as a result thereof collects any Arrearage Payments which ReWa is required to remit to Anderson County, ReWa shall be entitled to deduct and retain a portion of the amount collected which is equal to the reasonable, third party expenses incurred by ReWa in connection with the collection of the Arrearage Payments. Anderson County Impact Fees collected prior to April 2019 are not included within the meaning of this section.

(g) Contracts, Permits, Records, Reports. Anderson County transfers to ReWa all existing or outstanding contracts, permits, permit files, drawings, engineering reports and other documents related to the Anderson County System as well as any warranty rights or claims against third parties related to the Anderson County System. The documents transferred include, without limitation, discharge and operating permits, documents concerning regulatory and compliance reports, studies, sanitary sewer overflow reports, grease trap inspection programs records, maintenance records,

reports and evaluations, engineering studies, and information related to capital improvement projects, insurance claims and other liabilities.

(h) Deposits and Charges. For any such impact fees (\$1,500.00 per REU) collected by Anderson County on new development projects approved between April 1 and the Closing Date, Anderson County will transfer to ReWa half of the fee collected upon signing of an agreement to transfer assets to ReWa. Any New Account fees per Attachment B of ReWa's Sewer Use Regulation collected on behalf of ReWa for treatment and transportation will be sent to ReWa when collected.

(i) Other Claims and Payments. Anderson County hereby transfers to ReWa all other claims, refunds, payments, awards or revenues related to the Anderson County System that both accrue and become payable to Anderson County after the Transfer Date, except as otherwise provided herein.

(j) Closing Costs. ReWa shall pay all recording fees, deed recording fees/transfer taxes based on the value of the property conveyed pursuant to S.C. Code Ann. Section 12-24-10 *et seq.*, and other costs associated with the closing of the transaction and the recording of the interests granted herein.

SECTION 2.7. *Assumption of Liabilities by ReWa.*

The liabilities agreed to be assumed by ReWa are described below:

(a) Contractual Obligations. Attached hereto as **EXHIBIT F** is a list of all contractual, permit or other payment obligations related to the Anderson County System the responsibility for which is transferred to ReWa.

(b) Other Liabilities. Attached as **EXHIBIT G** hereto is a list of properties for which fees for future service, capacity fees or connections have been paid and the nature and amount of the fees in question. ReWa shall honor the service rights associated with the payments set forth in **EXHIBIT G**.

(c) Indebtedness. ReWa does not assume responsibility for any loans or indebtedness of Anderson County or the Anderson County System.

SECTION 2.8. *Liens.* Subject to the Partial SRF Loan Release, Anderson County shall transfer to ReWa title to all Anderson County System assets free and clear of all liens recorded as a matter of public record as of the Transfer Date.

SECTION 2.9. *Loss or Damage to the Anderson County System.* If before the Transfer Date, the assets comprising the Anderson County System suffer loss or damage then all insurance proceeds related to the loss or damage shall be expended as directed by ReWa to repair the Anderson County System and the balance paid to ReWa at the Transfer Date.

SECTION 2.10. *Capacity and Repairs.* After Closing, ReWa will operate and maintain the Anderson County System according to its ordinary standards and practices, using sound engineering and operating practices. ReWa will manage its system to ensure that the wastewater

demand from the Anderson County System can at all times be met in a safe, sanitary and environmentally sound manner. ReWa will continue its existing efforts to implement a capital improvement plan to renew, repair or reconstruct the Anderson County System if required to ensure its safe, sanitary and environmentally sound operation. Anderson County agrees to cooperate in such efforts, including the pursuit of available grants and support for ReWa's loan applications to facilitate the capital improvements referenced above.

SECTION 2.11. *Economic Development and Environmental Protection.* ReWa will continue its existing efforts to plan for capital improvements to the wastewater system within Anderson County in order to protect the natural environment and to foster economic development. The parties will meet periodically during the year and as needed to timely share information to promote and coordinate economic development opportunities initially identified by either party. The parties agree to cooperate in the enforcement of applicable environmental codes and regulations, to coordinate in all Planning decisions related to future requests for development within ReWa's service area in Anderson County, and to facilitate and support new customer connections to the wastewater system. Additionally, the parties agree to timely analyze service to proposed economic development projects that would result in capital investment and create jobs within the County and exert a coordinated effort to provide wastewater service to such projects.

SECTION 2.12. *Transition Operational Agreement.* Anderson County and ReWa will establish an agreement to smoothly transition administrative and operational aspects of the Anderson County System to ReWa. This agreement will extend no more than six months.

ARTICLE III REPRESENTATIONS AND WARRANTIES

SECTION 3.1. *Representations and Warranties of Anderson County.* Anderson County hereby represents and warrants to ReWa as follows:

(a) Due Authorization, Execution, and Delivery. Anderson County has full right, power, and authority (i) to enter into this Agreement, (ii) to transfer the Anderson County System to ReWa and convey the easements and other property as contemplated herein, and (iii) to perform all its obligations hereunder. Anderson County has taken all action necessary to authorize the execution and delivery of this Agreement and all other documents, instruments, or agreements necessary to effectuate the intent hereof. No further action, consent, or approval is required by Anderson County or by any governmental body to approve, consent to, or permit the performance by Anderson County of its obligations hereunder or transfer the real property interests as contemplated hereby.

(b) No Conflict, Breach, or Default. The execution and delivery of this Agreement and the performance by Anderson County of its obligations hereunder will not conflict with or constitute a breach of or default under (i) any contract or agreement to which Anderson County is a party or by which Anderson County is bound or to which its assets are subject, (ii) any law, regulation, administrative or judicial order, or any judgment or decree to which Anderson County or the Anderson County System is subject, or (iii) any act of Anderson County or any resolutions or ordinance of Anderson County.

(c) Litigation. There is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Anderson County or the ownership or operation of the Anderson County System, including, but not limited to, any condemnation action relating to the Anderson County System.

(d) Title to Anderson County System. Anderson County has good, marketable and insurable legal title to all of the Real Property and assets of the Anderson County System to be transferred hereunder, free and clear of all liens, claims and encumbrances except the Permitted Exceptions.

(e) The Anderson County System does not include any private service lines, laterals, or grease traps.

(f) Contracts. Anderson County is not a party to any contracts related to the Anderson County System except for the contracts listed on **EXHIBIT F** attached hereto (the "Contracts"). Anderson County has performed all of its obligations under each of the Contracts and no fact or circumstance has occurred which, by itself or with the passage of time or the giving of notice or both, would constitute a default by any party under any of the Contracts. Anderson County has delivered to ReWa true, correct, and complete copies of all Contracts.

(g) Violations. Anderson County has not received notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Anderson County System by any governmental authority having jurisdiction over the Anderson County System, that has not been cured, corrected, or waived as of the date hereof.

(h) Hazardous Materials. Anderson County has not placed any, and to Anderson County's knowledge, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the Real Property or Anderson County System in violation of any Environmental Laws. "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

(i) Continued Operation. Anderson County will operate and maintain the Anderson County System pending transfer to ReWa according to its ordinary standards and practices, using sound engineering and operating practices, and in a safe, sanitary and environmentally sound manner, and take all actions necessary to prevent any undue degradation or damage to the assets comprising the Anderson County System. The parties agree to cooperatively address requests for new service during the period prior to closing.

(j) Continued Insurance. Anderson County will maintain property and casualty insurance on the entire Anderson County System in an amount equal to the reasonable

replacement value of the Anderson County System pending transfer of the Anderson County System to ReWa.

SECTION 3.2. *Representations and Warranties of ReWa.* ReWa hereby represents and warrants to Anderson County as follows:

(a) Due Authorization, Execution, and Delivery. ReWa has full right, power, and authority (i) to enter into this Agreement, (ii) to acquire and operate the Anderson County System, and (iii) to perform all its obligations hereunder. ReWa has taken all action necessary to authorize the execution and delivery of this Agreement and all other documents, instruments, or agreements necessary to effectuate the intent hereof. No further action, consent, or approval is required by ReWa or by any governmental body to approve, consent to, or permit the performance by ReWa of its obligations hereunder or to acquire and operate the Anderson County System as contemplated hereby.

(b) No Conflict, Breach, or Default. The execution and delivery of this Agreement and the performance by ReWa of its obligations hereunder will not conflict with or constitute a breach of or default under (i) any contract or agreement to which ReWa is a party or by which ReWa is bound or to which the assets of the Anderson County System are subject, (ii) any law, regulation, administrative or judicial order, or any judgment or decree to which ReWa or the Anderson County System is subject, or (iii) any act of ReWa or any resolutions or the bylaws of ReWa.

SECTION 3.3. *Default.* In the event either Party discovers that any representation is untrue in any material respect or any warranty is breached in any material respect, the cost of correcting any problem resulting therefrom or of paying or responding to any resulting claims, including reasonable attorney's fees, shall be borne by the Party whose representation is untrue or whose warranty is breached. In the event either Party fails to timely perform its obligations hereunder, the other Party may initiate action to compel compliance in any court of competent jurisdiction. The costs of such action shall be recoverable from the defaulting Party.

ARTICLE IV MISCELLANEOUS

SECTION 4.1. *Counterparts.* This Agreement may be executed in counterparts, which when assembled shall constitute but one original Agreement.

SECTION 4.2. *Severability.* The provisions hereof are severable and, in the event any one or more of such provisions is void or unenforceable, the remainder of this Agreement shall constitute the agreement between the Parties as to the subject matter hereof.

SECTION 4.3. *Effect of Dissolution of a Party.* In the event either ReWa or Anderson County for any reason shall be dissolved, consolidated or its legal existence shall otherwise be terminated, all of the covenants, stipulations, obligations, and agreements contained in this Agreement by or on behalf of or for the benefit of such Party shall bind or inure to the benefit of the successor or successors thereof.

SECTION 4.4. *Legal Holidays.* In any case where the date of any action required hereunder shall be on a day which is a legal holiday in the State of South Carolina, performance shall be deemed timely if made on the next succeeding day that is not such a legal holiday with the same force and effect as if such act were performed on the date otherwise provided for herein.

SECTION 4.5. *Manner of Giving Notice.* All notices, demands, and requests to be given to or made hereunder by ReWa or Anderson County shall be given or made as indicated below or in writing and shall be deemed to be properly given or made if sent by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) As to ReWa:

Graham W. Rich
ReWa Chief Executive Officer
561 Mauldin Rd
Greenville, SC 29607

Copy to:

Nelson Mullins Riley & Scarborough LLP
104 S. Main Street, Suite 900
Greenville, SC 29601
Attention: Rivers Stilwell

(b) As to Anderson County:

Rusty Burns
Anderson County Administrator
101 South Main St
Anderson, SC 29624

(b)

Copy to:

Anderson County Attorney
101 South Main St
Anderson, SC 29624
Attention: Leon C. Harmon

Any such notice, demand, or request may also be transmitted to the appropriate above-mentioned Party by email (to ReWa at GrahamR@re-wa.org with a copy to rivers.stilwell@nelsonmullins.com or to Anderson County at rburns@andersoncountysc.org with a copy to lharmon@andersoncountysc.org) and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent by United States certified mail, return receipt requested, postage prepaid, to the other Party by the Party effecting the change.

SECTION 4.6. *Parties Alone Have Rights under Agreement.* There are no third-party beneficiaries to this Agreement. Except as herein otherwise expressly provided, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than ReWa and Anderson County any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof. This Agreement and each provision herein are intended to be and are for the sole and exclusive benefit of ReWa and Anderson County.

SECTION 4.7. *Headings.* Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

SECTION 4.8. *Choice of Forum.* The Parties hereto agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement of the transactions described herein may be brought only in the Court of Common Pleas for Anderson County, South Carolina, or in the original jurisdiction of the South Carolina Supreme Court.

SECTION 4.9. *Rules of Construction.* Words of masculine gender shall be deemed and construed to include correlative words of feminine and neuter genders and, unless the context shall otherwise indicate, words in singular shall also be plural and vice versa. The intent of this Agreement is to provide for the consolidation of utility systems as described herein. To that end, in the event any one or more provisions hereof are determined to be void, invalid, or unenforceable, so long as the remainder of this Agreement is sufficient to accomplish its primary purpose, such void, invalid, or unenforceable provision shall be severed here from and the balance hereof shall constitute the agreement of the Parties hereto. Certain representations, warranties, rate matters, easement filings, and covenants are not verifiable or to be performed until after the Transfer Date; therefore, the provisions hereof shall survive the Transfer Date and the transfers contemplated.

SECTION 4.10. *Survival.* Terms, covenants, and agreements contained herein shall survive the closing of the transfer of the Anderson County System as appropriate to carry into effect the intent of the Parties as manifested in those terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, ReWa and Anderson County have caused this Agreement of the Transfer of Assets to be signed in their names by their duly authorized officers as of the date first hereinabove written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator

RENEWABLE WATER RESOURCES

By: _____
Its: Chief Executive Officer

LIST OF EXHIBITS AND SCHEDULES

EXHIBIT A - Bill of Sale for Sewer System and Fixed Assets
EXHIBIT B - Form of Real Property Deed
EXHIBIT C - Form of Assignment of Easements and Rights-of-Way
EXHIBIT D - Form of County Property Easement
EXHIBIT E - Bill of Sale for Non-Fixed Assets
EXHIBIT F - Contractual Obligations
EXHIBIT G - Other Liabilities
EXHIBIT H- Map of ReWa Service Area

SCHEDULE 2.6(a) - Fee Simple Pump Stations

EXHIBIT A

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

**BILL OF SALE FOR SEWER SYSTEM AND
FIXED ASSETS**

FOR AND IN CONSIDERATION of the sum of One Dollar and 00/100 (\$1.00) paid to **Anderson County, South Carolina**, a body corporate and politic and a municipality of the State of South Carolina (“Seller”), the receipt and sufficiency of which is hereby acknowledged, at and before signing and sealing of these presents, and the additional consideration hereinafter set forth, Seller does hereby sell, transfer and convey to **Renewable Water Resources**, a political subdivision of the State of South Carolina (“Buyer”), its successors and assigns forever, any rights, title and interest as it may have in assets and equipment associated with the sewer system, including but not limited to all lines, sewer lines, pipes, valves, manholes, pumps, pump stations, SCADA systems, treatment facilities, outfalls, and other property, plant, and fixed equipment used in the provision of sewer service or in operating the sewage collection and treatment facilities, as applicable, if any, as set forth on the attached **Schedule** (collectively, the “Anderson County System”).

TO HAVE AND TO HOLD the Anderson County System unto Buyer, and Buyer’s successors and assigns forever, and Seller does hereby bind Seller, and Seller’s successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Anderson County System unto Buyer, and Buyer’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through and under Seller but not otherwise.

The Parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are reasonably necessary or useful in carrying out the purposes of this Bill of Sale.

It is agreed that this Bill of Sale For Sewer System and Fixed Assets and the related AGREEMENT FOR THE TRANSFER OF ASSETS BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND RENEWABLE WATER RESOURCES (including all Exhibits, amendments, supplements and corrections thereto signed by both Parties, the “Transfer Agreement”) and the associated documents referenced therein, comprise all the agreements between the Parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of these agreements. Capitalized terms used herein and not otherwise defined shall have the meanings given in the Transfer Agreement.

[signature on following page]

IN WITNESS WHEREOF, the Seller hereunto has set its Hand and Seal on this
____ day of _____, 2019.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

Witnesses:

SELLER:

ANDERSON COUNTY, SOUTH CAROLINA

Witness No. 1

By: _____ (SEAL)

Name: _____

Title: _____

Witness No. 2

Schedule to Exhibit A

The sewer facilities and assets of the Anderson County System, including all improvements located thereon, and all pipes, valves, meters, pressure regulatory devices, manholes, tanks, wastewater storage facilities, pumps, pump stations, SCADA systems, treatment facilities, outfalls, and other property, plant, and fixed equipment used in the provision of sewer service or in operating the Anderson County System.

EXHIBIT B

DEED — REAL PROPERTY



Wren middle and
highchool pump static



Hwy 86 #3 pump
station title.pdf



Century Farm deed
and easements.pdf



Wren Shopping
Center PS Deed.pdf

[To follow]

EXHIBIT C

ASSIGNMENT OF EASEMENTS AND RIGHTS-OF-WAY

[To Follow]

Pump Station Name	Deed/Easement	TMS #	Notes
Hwy 86 #1	Easement	2160010023	Easement attached
Hwy 86 #2	Easement	2160011004	Easement attached
Blythewood	Easement	2400901062	I have no records for easements or deeds in this subdivision. The ps appears to be on property owned by the home owners assoc
Hwy 86 & 81	Easement	1900008012	Easement attached
Rock Tenn	Easement	2380002011	This appears to be on property owned by Thrift Bros. I assume there is an easement for the ps but I have no records
Riverstone	Easement	2370011001	This appears to be on property owned by Olive Branch Properties, LLC. I assume there is an easement for the ps but I have no records
Meadowgreen	Easement	2370601024	Easement attached
Benton Park	Easement	2371201082	This appears to be on property owned by SRP 2012 3 LLC. I assume there is an easement for the ps but I have no records
Yorkshire Farms	Easement		Under construction, Will not be finished before closing . Anderson will work with ReWa to assume control of this station from the developer

EXHIBIT D

COUNTY PROPERTY EASEMENT

[To Follow]

All data was given to Rivers Stillwell on a thumb Drive at a meeting several weeks ago

Library lines

EXHIBIT E

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON) **There are no NON-FIXED ASSETS**

BILL OF SALE FOR NON-FIXED ASSETS

FOR AND IN CONSIDERATION of the sum of One Dollar and 00/100 (\$1.00) paid to **Anderson County, South Carolina**, a body corporate and politic and a municipality of the State of South Carolina ("Seller"), the receipt and sufficiency of which is hereby acknowledged, at and before signing and sealing of these presents, and the additional consideration hereinafter set forth, Seller does hereby sell, transfer and convey to **Renewable Water Resources**, a political subdivision of the State of South Carolina ("Buyer"), its successors and assigns forever, any rights, title and interest as it may have in non-fixed assets and related non-fixed equipment associated with the Anderson County System as set forth on the attached list, if any (all such non-fixed assets conveyed, the "Non-Fixed Assets").

TO HAVE AND TO HOLD the Non-Fixed Assets unto Buyer, and Buyer's successors and assigns forever, and Seller does hereby bind Seller, and Seller's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Non-Fixed Assets unto Buyer, and Buyer's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through and under Seller but not otherwise.

The Parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are reasonably necessary or useful in carrying out the purposes of this Bill of Sale.

It is agreed that this Bill of Sale for Non-Fixed Assets and the related TRANSFER OF ASSETS BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND RENEWABLE WATER RESOURCES (including all Exhibits, amendments, supplements and corrections thereto signed by both Parties, the "Transfer Agreement") and the associated documents referenced therein, comprise all the agreements between the Parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of these agreements. Capitalized terms used herein and not otherwise defined shall have the meanings given in the Transfer Agreement.

[signature on following page]

IN WITNESS WHEREOF, the Seller hereunto has set its Hand and Seal on this
____ day of _____, 2019.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

Witnesses:

SELLER:

ANDERSON COUNTY, SOUTH CAROLINA

Witness No. 1

By: _____ (SEAL)

Name: _____

Title: _____

Witness No. 2

EXHIBIT F

CONTRACTUAL OBLIGATIONS

The following is a list of all contractual obligations being assumed by Renewable Water Resources:

1. Billing Agreement with Powdersville Water
2. SCADA System Maintenance Agreement
3. Duke Power
4. Water Services
5. Airy Spring Pump Station Capacity Agreement, HWYs (81/86)
6. Letter to ECU on billing



Powdersville letter on
billing.pdf



Powdersville
Agreement to bill.pdf



Anderson Letter
Agreement with ECU 4

EXHIBIT G

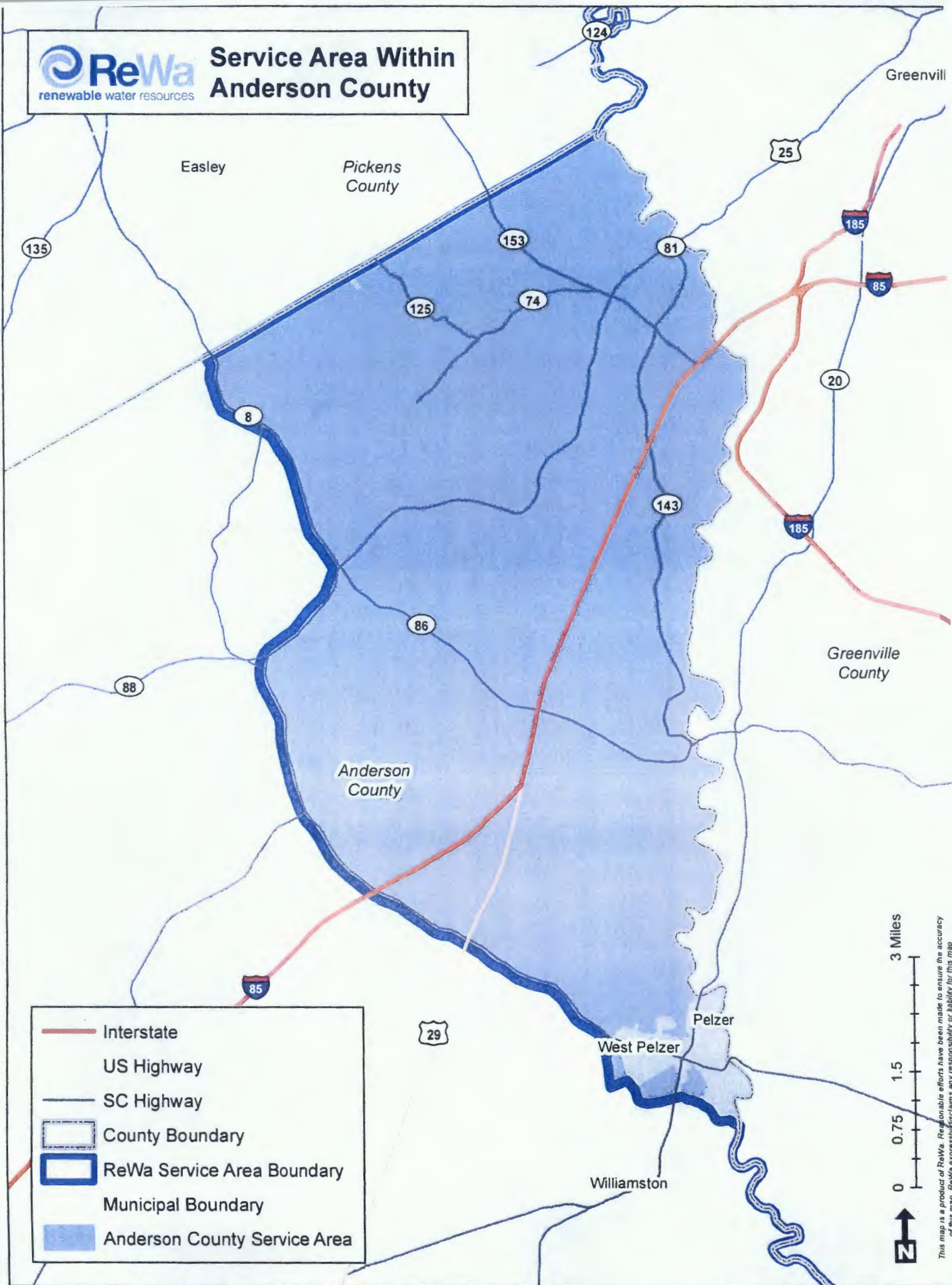
OTHER LIABILITIES

The following is a list of all other liabilities relevant to this transaction being assumed by Renewable Water Resources:

Impact fees (\$1,500) that are to be split 50/50 (\$87,000 each) between the parties

1. Yorkshire farms 78 lots
2. Rogers Knowle 38 lots

Service Area Within Anderson County



SCHEDULE 2.6(a)

FEE SIMPLE PUMP STATIONS

Pump Station Name	TMS #
Hwy 86 #3	N/A
Century Farm	2160017001
Wren High school	1900011003
Wren Middle School	1900011004
Wren Shopping Center	1900014005
Vantage Apartments	N/A



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
Notice of Tax Lien

W-131
(Rev. 12/19/18)
2047

SID: 1260635
Letter ID: L0009729575
Date Issued: March 08, 2019

000106864 3/22/2019 08:45:08 AM FILED
REGISTER OF DEEDS
ANDERSON COUNTY, SC
Fee Paid: 10.00

Lien Information:

County:	ANDERSON	Tax:	\$73.88
Tax Lien Number:	443089	Penalty:	\$325.30
Account ID:	004266163	Interest:	\$26.21
Tax Type:	Sales & Use	Court Costs:	\$31.27
Periods Covered:	06/30/18 - 07/31/18	Total:	\$456.66
Legal Name:	ANDERSON COUNTY		
DBA/Second Name:			
Transmit Address:	PO BOX 8002 ANDERSON SC 29622-8002 USA		

To: Any authorized representative of the South Carolina Department of Revenue

The party named in this tax lien is liable for the assessed taxes set out above, along with any penalties and interest established by law for failure to pay such taxes when due. Such being established, you are directed by distraint powers to levy upon and sell as is allowed by law so much of the tangible or intangible personal property, rights to such property, or chooses in action of the party necessary to satisfy the tax, penalty, and interest owed by the party, plus the fees, cost, and expenses of the levy. If these found assets are not sufficient to satisfy the amount set out in this tax lien, you are directed to seize and sell so much of the real estate of the party as is necessary to satisfy the amount owed.

Dated and signed under the seal of the South Carolina Department of Revenue 03/08/2019.

South Carolina Department of Revenue
1-844-898-8542

Visit dor.sc.gov for forms, online services, and more information.

JP7E:00004S:010IN:0A#:A0417651600J:0000079756

1350



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
Notice of Tax Lien

W-131
(Rev. 12/19/18)
2047

SID: 1260635
Letter ID: L0010245003
Date Issued: April 11, 2019

000107272 4/23/2019 10:47:23 AM FILED
REGISTER OF DEEDS
ANDERSON COUNTY, SC
Fee Paid: 10.00

Lien Information:

County:	ANDERSON	Tax:	\$3,551.82
Tax Lien Number:	711598	Penalty:	\$1,012.28
Account ID:	004266163	Interest:	\$115.68
Tax Type:	Sales & Use	Court Costs:	\$243.99
Periods Covered:	08/31/18	Total:	\$4,923.77

Legal Name: ANDERSON COUNTY
DBA/Second Name:
Transmit Address: PO BOX 8002 ANDERSON SC 29622-8002 USA

To: Any authorized representative of the South Carolina Department of Revenue

The party named in this tax lien is liable for the assessed taxes set out above, along with any penalties and interest established by law for failure to pay such taxes when due. Such being established, you are directed by distraint powers to levy upon and sell as is allowed by law so much of the tangible or intangible personal property, rights to such property, or chooses in action of the party necessary to satisfy the tax, penalty, and interest owed by the party, plus the fees, cost, and expenses of the levy. If these found assets are not sufficient to satisfy the amount set out in this tax lien, you are directed to seize and sell so much of the real estate of the party as is necessary to satisfy the amount owed.

Dated and signed under the seal of the South Carolina Department of Revenue 04/11/2019.

South Carolina Department of Revenue
1-844-898-8542

Visit dor.sc.gov for forms, online services, and more information.

JP:SE:000035:010IN:QA#A0417651600:0000076460

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
Notice of Tax LienW-131
(Rev. 12/19/18)
2047SID: 1260635
Letter ID: L0010722514
Date Issued: May 21, 2019000107621 6/04/2019 11:58:05 AM FILED
REGISTER OF DEEDS
ANDERSON COUNTY, SC
Fee Paid: 10.00**Lien Information:**

County:	ANDERSON	Tax:	\$2,613.87
Tax Lien Number:	757210	Penalty:	\$1,009.25
Account ID:	004266163	Interest:	\$118.55
Tax Type:	Sales & Use	Court Costs:	\$197.08
Periods Covered:	09/30/18	Total:	\$3,938.75

Legal Name: ANDERSON COUNTY
DBA/Second Name:
Transmit Address: PO BOX 8002 ANDERSON SC 29622-8002 USA

To: Any authorized representative of the South Carolina Department of Revenue

The party named in this tax lien is liable for the assessed taxes set out above, along with any penalties and interest established by law for failure to pay such taxes when due. Such being established, you are directed by distraint powers to levy upon and sell as is allowed by law so much of the tangible or intangible personal property, rights to such property, or chooses in action of the party necessary to satisfy the tax, penalty, and interest owed by the party, plus the fees, cost, and expenses of the levy. If these found assets are not sufficient to satisfy the amount set out in this tax lien, you are directed to seize and sell so much of the real estate of the party as is necessary to satisfy the amount owed.

Dated and signed under the seal of the South Carolina Department of Revenue 05/21/2019.

South Carolina Department of Revenue
1-844-898-8542Visit dor.sc.gov for forms, online services, and more information.

JP/E:00004S:010IN:0A#:A0417651600J:0000104670

ORDINANCE NO. 2019-024

[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.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

READINGS:

First reading: June 18, 2019

Second reading:

Public hearing:

Third reading:

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

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 55 new full-time jobs in the County ("Jobs"); and

(d) Pursuant to a Resolution adopted June 18, 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 29th 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 (2nd) 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, Clerk to Council
Anderson County, South Carolina

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: _____

Anderson County Purchasing Department Bid Tabulation

BID# 19-044 COUNTY ROAD IMPROVEMENTS

	Vendor	TOTAL COST
1	KING ASPHALT	\$1,998,264.21 BASE
2		\$179,315.10 ALT. #1
3		\$299,925.25 ALT. #2
4		
5	ROGERS GROUP	\$2,087,636.75 BASE
6		\$196,002.45 ALT. #1
7		\$319,773.00 ALT. #2
8		
9	PICKENS CONSTRUCTION	\$1,954,894.18 BASE
10		\$183,162.96 ALT. #1
11		\$278,428.80 ALT. #2
12		
13		
14	AWARD TO:	Pickens Construction

	Vendor	TOTAL COST
15	DENNIS CORP.	NO RESPONSE
16	RAMEY KEMP & ASSOC.	NO RESPONSE
17	PANAGAKOS	NO RESPONSE
18	VENESKY	NO RESPONSE
19	MOSELY BROS.	NO RESPONSE
20	T. BLAKEWOOD	NO RESPONSE
21	SLOAN	NO RESPONSE
22	F & R	NO RESPONSE
23	J. DAVIS	NO RESPONSE
24	DAVID BELK	NO RESPONSE
25	THRIFT BROS.	NO RESPONSE
26	MORGAN CORP.	NO RESPONSE
27	CONTECH	NO RESPONSE
28	BEK BG	NO RESPONSE
AWARD TO:		

	Vendor	TOTAL COST
29	CROWDER USA.	NO RESPONSE
30	S & S	NO RESPONSE
31	PALMETTO OIL	NO RESPONSE
32	THRIFT DEVELOPMENT	NO RESPONSE
33	PONDERE	NO RESPONSE
34	EARTH MATERIALS	NO RESPONSE
35		
36		
37		
38		
39		
40		
41		
42		
43		
	AWARD TO:	

SECTION IV: Addendum A
Base Bid Form
2018-2019 FY County Road Improvements

Name of Party submitting the Bid: Pickens Construction, Inc.

To: Purchasing Manager for Anderson County

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

Bid: 2018-2019 FY County Road Improvements

ITEM	UNIT	EST. QTY.	UNIT COST	EST. COST
Cement Modified Recycled Base (10"Uniform)	SY	19,510	\$ <u>7¹⁴</u>	\$ <u>139,301⁴⁰</u>
Portland Cement for CMRB	Tons	537	\$ <u>173²⁵</u>	\$ <u>93,035²⁵</u>
6" Cold In Place Recycling	SY	29,373	\$ <u>5⁵⁰</u>	\$ <u>161,551⁵⁰</u>
Additional Rock for Full Depth Reclamation*	Tons	500	\$ <u>29⁴⁰</u>	\$ <u>14,700⁰⁰</u>
Full Depth Asphalt Pavement Patching- 4"Uniform	SY	1,400	\$ <u>26³⁶</u>	\$ <u>36,904⁰⁰</u>
Full Depth Asphalt Pavement Patching- 6"Uniform	SY	6,500	\$ <u>35⁹⁰</u>	\$ <u>233,350⁰⁰</u>
Milling Existing Asphalt Pavement 2.0"	SY	520	\$ <u>6⁸⁶</u>	\$ <u>3,567²⁰</u>
Asphalt Intermediate Course Type C	Tons	60	\$ <u>89⁸⁷</u>	\$ <u>5,392²⁰</u>
Asphalt Surface Course Type C	Tons	12,587	\$ <u>81⁸¹</u>	\$ <u>1,029,742⁴⁷</u>
Clean & Seal Cracks in Asphalt Pavement	SY	51,569	\$ <u>1³⁴</u>	\$ <u>69,102⁴⁶</u>
Single Treatment with Lightweight Aggregate	SY	46,335	\$ <u>1⁷⁷</u>	\$ <u>82,012⁹⁵</u>
Fog Seal- Blacklidge Emulsions LD-7	SY	46,335	\$ <u>0⁶⁷</u>	\$ <u>31,044⁴⁵</u>
4" Yellow Solid Paint Lines - Fast Dry Paint	LF	92,870	\$ <u>0²²</u>	\$ <u>20,431⁴⁰</u>
6" White Solid Paint Lines - Fast Dry Paint	LF	79,530	\$ <u>0³³</u>	\$ <u>26,244⁹⁰</u>
Permanent Yellow Pavement Markers Bi-Dir. - 4" x 4"	EA	760	\$ <u>8²⁵</u>	\$ <u>6,270⁰⁰</u>
24" White Solid Lines (Stop/Diagonal Lines) Thermoplastic - 125 mil	LF	136	\$ <u>16⁵⁰</u>	\$ <u>2,244⁰⁰</u>
BASE BID TOTAL				\$ <u>1,954,894¹⁸</u>

* Need approval by Engineer to use this item.

SECTION IV: Addendum B
Alternate 1 Bid Form
2018-2019 FY County Road Improvements

Name of Party submitting the Bid: Pickens Construction, Inc.

To: Purchasing Manager for Anderson County

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

Bid: 2018-2019 FY County Road Improvements
Alternate 1: Governor's Blvd C-10-0209_1,2

ITEM	UNIT	EST. QTY.	UNIT COST	EST. COST
Remove and Dispose of Excess Recycled Base Material	CY	500	\$ <u>13²⁰</u>	\$ <u>6,600⁰⁰</u>
Cement Modified Recycled Base (10" Uniform)	SY	7,000	\$ <u>9³⁰</u>	\$ <u>65,100⁰⁰</u>
Portland Cement for Cement Modified Recycled Base	Tons	193	\$ <u>181⁵⁰</u>	\$ <u>35,029⁵⁰</u>
Asphalt Surface Course Type C	Tons	786	\$ <u>76⁸⁶</u>	\$ <u>60,411⁹⁶</u>
4" White Solid Paint Lines - Fast Dry Paint	LF	110	\$ <u>0³⁰</u>	\$ <u>33⁰⁰</u>
White Single Arrows (Left, Straight, Right) Thermoplastic - 125 mil	EA	2	\$ <u>165⁰⁰</u>	\$ <u>330⁰⁰</u>
White Combination Arrows (Straight & Right or Straight & Left) Thermoplastic - 125 mil	EA	2	\$ <u>220⁰⁰</u>	\$ <u>440⁰⁰</u>
24" White Solid Lines (Stop/Diagonal Lines) Thermoplastic - 125 mil	LF	35	\$ <u>16⁵⁰</u>	\$ <u>577⁵⁰</u>
Furnish & Install No. 14 Copper Wire, 1-Conductor for Loop Wire	LF	2300	\$ <u>1⁰²</u>	\$ <u>2,346⁰⁰</u>
Sawcut for Loop Detector	LF	850	\$ <u>132¹⁶</u>	\$ <u>11,271⁰⁰</u>
Furnish & Install 1.0" Schedule 80 PVC Conduit	LF	20	\$ <u>51²⁰</u>	\$ <u>1,024⁰⁰</u>
ALTERNATE I TOTAL				\$ <u>183,162⁹⁶</u>

Anderson County Purchasing Department Bid Tabulation

BID# 19-051 WHITEFIELD CONVENIENCE CTR. EXPANSION

	Vendor	TOTAL COST
1	EARTH MATERIALS	\$561,177.00
2	BELKCO	\$460,345.00
3	MILLERS CONSTR.	NR
4	THRELKO	NR
5	PALMETTO CONSTR.	NR
6	MOMENTUM CONSTR.	NR
7	LABELLA	NR
8	SALUDA CONSTR.	NR
9	C4 BUILDERS	NR
10	GCL	NR
11	A & T FENCE	NR
12	YOUNG OFFICE	NR
13	JONES GRADING	NR
14	RICHARDSON CONSTR.	NR

Vendor		TOTAL COST
15 CELY CONSTR.		NR
16 THG CONSTR.		NR
17 J DAVIS CONSTR.		NR
18 S & S		NR
19 HDH CONSTR.		NR
20 THRIFT DEVELOPMENT		NR
21 ZORN		NR
22 BUD GWC		NR
23 CLEVE DUVALL		NR
24 SUMMIT CONSTR.		NR
25 GLENN CONSTR.		NR
26 CMS ROOFING		NR
27		
28		
AWARD TO:		Belk Company



June 3, 2019

Mr. Robert Carroll
Central Services Director/Purchasing Manager
Anderson County Purchasing Department
101 South Main Street, Room 115
Anderson, SC 29624

RE: Anderson County Request for Bids #19-051
Whitefield Convenience Center Expansion for the Solid Waste Department
Evaluation of Bids Received On May 23, 2019

Dear Mr. Carroll:

Anderson County solicited bids on April 19, 2019, for the expansion of the Whitefield Convenience Center located in Belton, South Carolina. Two bids were received by the May 23, 2019 deadline. Bids were submitted by The Belk Company, LLC, and Earth Materials Grading, Inc. The bids were tabulated to verify correct subtotal and total costs proposed by each bidder. The summation of the bids is as follows:

<u>Bidding Firm</u>	<u>Whitefield Convenience Center</u>
The Belk Company, LLC	\$460,345.00
Earth Materials Grading, Inc.	\$561,177.00

Bids Review: Attachments submitted with each bid:

<u>Content of Bids</u>	<u>The Belk Company</u>	<u>Earth Materials Grading</u>
Section II	Yes	Yes
Exhibit A	Yes	Yes
Section III	Yes	Yes
Section IV	Yes	Yes
Base Bid Form	Yes	Yes
Subcontractors	Yes	Yes
Bid Bond (5%)	Yes	Yes

Recommendation: The Belk Company was the low bidder for the Slabtown and Carswell Convenience Centers construction in 2014. Anderson County awarded both construction contracts to The Belk Company. Section III of the bidding documents was provided for all parties making and submitting bids. In this section, the bidder was provided an opportunity to furnish information on the company's standing and performance in the past three years. In our opinion, due to the total cost of their



submitted bid, the County's work history with The Belk Company in 2014, and the information provided in Section III of their bid, LaBella Associates takes no exception to recommending an award for the construction of the Whitefield Convenience Center expansion to The Belk Company.

Respectfully submitted,

LaBella Associates

Kelechi Nwaokorie
Staff Consultant

Attachment: Summary of Bids (1 page)

cc: Mr. Greg Smith, Director – Anderson County Solid Waste Department

WHITEFIELD CONVENIENCE CENTER EXPANSION
ANDERSON COUNTY, SOUTH CAROLINA
BID #19-051

Anderson County, South Carolina
Bids Received: May 23, 2019.

Whitefield Convenience Center Expansion				The Belk Company, LLC		Earth Materials Grading, Inc.	
Item	Description	Quantity	Unit	Unit Price	Subtotal Cost	Unit Price	Subtotal Cost
1.	Mobilization/Demobilization	1	LS	\$	\$ 12,500.00		\$ 23,000.00
2.	Site Preparation	1	LS	\$	\$ 11,000.00		\$ 15,000.00
3.	Field Engineering and Survey	1	LS	\$	\$ 7,500.00		\$ 7,500.00
4.	Quality Control	1	LS	\$	\$ 6,000.00		\$ 5,500.00
5.	Record Documents	1	LS	\$	\$ 1,500.00		\$ 3,500.00
6.	Unsuitable Materials	500	CY	\$ 11.00	\$ 5,500.00	\$ 60.00	\$ 30,000.00
7.	Earthwork	1	LS	\$	\$ 62,000.00		\$ 60,000.00
8.	Site Electrical Expansion	1	LS	\$	\$ 34,000.00		\$ 24,000.00
9.	12-inch thick Retaining Wall	1	LS	\$	\$ 45,000.00		\$ 40,650.00
10.	7-inch Concrete Pavement w/ WWF	1	LS	\$	\$ 22,000.00		\$ 19,400.00
11.	8-inch Concrete Pavement w/ WWF	1	LS	\$	\$ 31,000.00		\$ 27,330.00
12.	Gravel Areas (w/Filter Fabric)	1	LS	\$	\$ 14,000.00		\$ 10,520.00
13.	Asphalt Paving and Pavement Markings	1	LS	\$	\$ 90,000.00		\$ 119,630.00
14.	Bollards	1	LS	\$	\$ 8,000.00		\$ 10,400.00
15.	6-foot Precast Parking Stops (Painted Yellow)	1	LS	\$	\$ 1,000.00		\$ 600.00
16.	Pre-manufactured 8' x 10' Wood Building with Electrical, Heat/AC	1	LS	\$	\$ 12,500.00		\$ 12,000.00
17.	Roll-Off Container Guide Rails	1	LS	\$	\$ 3,500.00		\$ 4,500.00
18.	Roll-Off Container Stops (1'-2")	1	LS	\$	\$ 3,500.00		\$ 800.00
19.	Roll-Off Container Stops (8'-4")	1	LS	\$	\$ 3,500.00		\$ 1,500.00
20.	Stormwater System Upgrade	1	LS	\$	\$ 21,500.00		\$ 56,800.00
21.	Erosion and Sediment Control	1	LS	\$	\$ 2,100.00		\$ 11,850.00
22.	Re-Vegetation	1	LS	\$	\$ 2,700.00		\$ 3,500.00
23.	Contingency Allowance 15% of items 1- 22				\$ 60,045.00		\$ 73,197.00
	BID TOTAL				\$ 460,345.00		\$ 561,177.00

SECTION III

INFORMATION REQUIRED OF PARTY MAKING THE BID

THIS SECTION MUST BE FULLY COMPLETED

The party making and submitting the Bid shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the Bid informal and may cause its rejection. Additional pages may be attached if necessary. "You" or "Your" as used herein refers to the company and any of its owners, officers, directors, shareholders, members, parties or principals of the party making the Bid. The County has discretion to request additional information depending on the scope of the Project.

1. Contractor name and address:

The Belk Company LLC
P.O. Box 646
Anderson SC 29622

2. Telephone No.: 864 225-4234

3. Type of Entity: (check one) Individual ☐ Partnership ☐ Corporation ☐

Limited Liability Company ☒ Other ☐

4. License No. (if any): 114934

Class: BDS MS 605 CPS MAS

Name of license holder: David Belk

5. Have you or any of your principals ever been licensed under a different name or different license number? Yes Response must include information pertaining to principals' association outside of the firm.

If Yes, give name and license number: 12056

6. Names and titles of all principals of the Proposer:

David Belk Pres. & CEO

7. Number of years in the industry: 33 years

Anderson County Purchasing Department Bid Tabulation

BID# 19-053 POTHOLE PATCHING MACHINE

Vendor		TOTAL COST
1	SOUTHERN VAC	\$91,185.40
2	HILL MACHINERY	NR
3	BLANCHARD	NR
4	PAYDAY	NR
5	MAYE EQUIPMENT	NR
6	FLINT	NR
7	LINDER	NR
8	DOUGHERTY	NR
9	STAFFORD	NR
10	COMPANY WRENCH	NR
11	THERMO LAY	NR
12	FALCON	NR
13		
14	AWARDED TO: <i>Southern Vac</i>	

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624		
REQUEST FOR SOLICITATIONS, OFFER AND AWARD		
*****Solicitation Information*****		
1. SOLICITATION: #19-053		Brief Description: New or Unused Pothole Patching Machine (SEE SPECIFICATIONS)
2. ISSUE DATE: May 8, 2019		
3. FOR INFORMATION CONTACT: rcarroll@andersoncountysc.org		
5. SUBMIT BID TO: Anderson County Purchasing Department 101 South Main Street, Room 115 Anderson, S.C. 29624 Attn.: Bid #19-053		
6. Submission Deadline: Thursday, May 30, 2019		Time: 11:00 A.M.
7. Submit Sealed Bid		
8. Firm Offer Period: Bids submitted shall remain firm for a period of one hundred and twenty (120) calendar days from date specified in block 6.		
*****Offer (To be completed by Bidder)*****		
9. BUSINESS CLASSIFICATION	(Check Appropriate Box)	<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise
10. Additional Information: In compliance with above, the undersigned agrees, if this proposal is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.		
11. Bidder's name and address (Type or print). Southern Val 2931 Mineral Springs Rd. Lexington, SC 29073		12. Name & Title of Person Authorized to sign the Bid. (Type or Print): Drew Gilbert
e-mail: dgilbert@southernval.com Telephone # (803) 312-5492 Fax # (803) 358-0431 Federal Identification #: [REDACTED]		13. Bidder's Signature & Date [Signature] 5/23/19
*****AWARD (To be completed by Anderson County)*****		
14. Total amount of award:	15. Successful Bidder:	
16. Contracting Officer or Authorized Representative: Robert E. Carroll	17. Signature:	18. Award date:

EXHIBIT B

BID FORM

Name of Party submitting the Bid: Southern Vac

To: Purchasing Manager for Anderson County

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

Bid: New or Unused Pothole Patching Machine

Bid No: 19-053

Total Bid Price for vehicle described in the Specifications (attached):

<u>QTY</u>	<u>U/M</u>	<u>Description</u>	<u>Unit Cost</u>	<u>TOTAL</u>
1	Each	New or Unused Pothole Patching Machine :per attached specifications	<u>\$85,220.00</u>	<u>\$85,220.00</u>

S. C. TAX

\$5,965.40

TOTAL

\$ 91,185.40



DURAPATCHER

P 2



1. Clean



2. Tack



3. Fill



4. Coat

A permanent patch in 4 easy steps:

Patch in almost any weather conditions and eliminate labor intensive, poor performing patches with the DuraPatcher 4 step process.

- 1. Clean:** Use High Volume Low Pressure air to clean the patch of debris.
- 2. Tack:** Prep the patch with a coating of emulsion.
- 3. Fill:** Inject emulsion coated aggregate and fill pothole.
Apply a light coating of clean aggregate and open to traffic.

Low Maintenance/Hi-Performance:

The DuraPatcher air-driven system utilizes virtually no moving parts in the delivery system. No augers, conveyors or other wear parts are required making it the most reliable in the industry. Aggregate is gravity fed from the tow vehicle completing the worry-free package. The system will deliver aggregate up to 2.5 inches in diameter without plugging or adjustment.

Ergonomic No-stress boom: The 3 piece boom design provides the ultimate in support for the operator moving the delivery hose. The boom/slide system easily moves throughout the entire 18 foot working radius allowing for smooth patching anywhere in the work zone.

Vent-Flo nozzle: The specially designed Vent-Flo nozzle properly coats the aggregate with the right amount of emulsion regardless of aggregate size. The mix is applied at an angle to the repair allowing maximum placement and best operator safety. The vent holes diffuse/slow down the air stream to minimize rock overspray and maximize placement into the repair.

800-328-3874



CIMLINEPMG.COM

DEPARTMENTAL TRANSFERS

For Budget Year 2018 - 2019

Mark APPROVED		DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
Finance Meeting of: Council Meeting:		6/28/2019				
_____	1	Parks and Recreation	Part time 001-5065-000-102	Overtime 001-5065-000-103	10,400.00	Fishing Tournaments
_____	2	Technology Services	Part Time 001-5092-001-102	Overtime 001-5092-001-103	2,500.00	Overtime for deployment to Horry & Marion Counties for hurricane relief
_____	3	Technology Services	Professional Services 001-5092-000-304	Computer Software 001-5092-000-209	70,000.00	Microsoft Licensing for Sheriff's network
_____	4	Animal Shelter	Repairs to Building 001-5111-000-250	Professional Services 001-5111-000-304	10,000.00	Spay and Neuter surgeries
_____	5	Animal Shelter	Salaries 001-5111-000-101	Electricity and Gas 001-5111-000-212	9,000.00	Utilities through year-end
_____	6	Detention Center	Water and Sewer 001-5141-000-286	Medical 001-5141-000-346	10,000.00	Contract increase with Southern Health and number of inmates
_____	7	Detention Center	Salary 001-5141-000-101	Overtime 001-5141-000-103	10,000.00	To cover vacancies, training and holiday pay
_____	8	Detention Center	Retirement - Police 001-5141-000-121	Electricity and Gas 001-5141-000-212	15,000.00	Heating and cooling of building with increase in utilities
_____	9	Detention Center	Food 001-5141-000-215	Fuel and Oil 001-5141-000-216	7,500.00	Increase in price
_____	10	Detention Center	Books and Publications 001-5141-000-204	Dues and Subscriptions 001-5141-000-211	250.00	American Jail Association
_____	11	Detention Center	Repairs to Building 001-5141-000-250	Training for Employees 001-5141-000-277	2,000.00	SC Criminal Justice, Jail Admin and United Tactical
_____	12	Detention Center	Repairs to Building 001-5141-000-250	Capital Purchases 001-5141-000-499	2,500.00	Surface Pro Computer
_____	13	Sheriff	Retirement - Police 001-5161-000-121	Electricity and Gas 001-5161-000-212	3,500.00	Heating and cooling of building with increase in utilities
_____	14	Sheriff	Retirement - Police 001-5161-000-121	Fuel and Oil 001-5161-000-216	42,500.00	Increase in price
_____	15	Sheriff	Salary 001-5161-000-101	Insurance - Equipment 001-5161-000-226	1,700.00	Increase in rates by Insurance Reserve Fund
_____	16	Sheriff	Salary 001-5161-000-101	Insurance - Vehicles 001-5161-000-228	39,000.00	Increase in rates by Insurance Reserve Fund and new vehicles

DEPARTMENTAL TRANSFERS
For Budget Year 2018 - 2019

Mark APPROVED		DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
_____	17	Sheriff	Telephone 001-5161-000-275	Insurance - Vehicles 001-5161-000-228	10,000.00	Increase in rates by Insurance Reserve Fund
_____	18	Sheriff	Health Insurance 001-5161-000-160	Dues and Subscriptions 001-5161-000-211	1,000.00	Sheriff Assoc,
_____	19	Sheriff	Supplies - Chemical 001-5161-000-264	Awards and Recog 001-5161-000-217	1,750.00	recognitions for performance and promotions
_____	20	Sheriff	Health Insurance 001-5161-000-160	Insurance - Vehicles 01-5161-000-228	4,500.00	Increase in rates by Insurance Reserve Fund and new vehicles
_____	21	Sheriff	Supplies - Office 001-5161-000-269	Postage 001-5161-000-243	1,000.00	UPS, and Postage for Meter
_____	22	Sheriff	Supplies - Chemical 001-5161-000-264	Supplies - Boarding 001-5161-000-263	7,500.00	Food, Cement pads and shelter for K-9 Officers
_____	23	Communications	Salaries 001-5213-000-101	Overtime 001-5213-000-103	107,000.00	Efforts are being made to reduce OT, but with FMLA, sickness vacation and holidays this additional amount is needed
_____	24	Communications	Telephone 002-5213-000-275	Meals 001-5213-000-236	750.00	Lunch or dinner meal for dispatchers during Telecommunicators Week
_____	25	Roads and Bridges	Asphalt 001-5221-000-261	Fuel and Oil 001-5221-000-216	40,000.00	To cover rising costs through June
_____	26	Roads and Bridges	Rent - Equipment 001-5221-000-247	Electricity and gas 001-5221-000-212	2,000.00	To cover rising costs through June
_____	27	Roads and Bridges	Rent - Equipment 001-5221-000-247	Uniforms and Clothing 001-5221-000-280	4,000.00	To cover costs through June
_____	28	Roads and Bridges	Rent - Equipment 001-5221-000-247	Supplies - Stone 001-5221-000-244	5,000.00	Stone for road repairs through June
_____	29	Roads and Bridges	Lighting Maintenance 001-5221-000-305	Water and Sewer 001-5221-000-286	1,300.00	Utility Expense
_____	30	Roads and Bridges	I-85 Lighting 001-5221-000-305	Professional Services 001-5221-000-304	3,500.00	Beaver removal
_____	31	Civic Center	Adverting 001-5955-000-201	Meals 001-5955-000-236	500.00	Meals provided for inmates working on set up and take down
_____	32	Civic Center	Repairs to Equipment 001-5955-000-251	Meals 001-5955-000-236	500.00	Meals provided for inmates working on set up and take down
_____	33	Civic Center	Repairs to Equipment 001-5955-000-251	Landscaping 001-5955-001-313	1,250.00	Kids Venture Clean Up

DEPARTMENTAL TRANSFERS

For Budget Year 2018 - 2019

Mark APPROVED		DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
_____	34	Public Defender	Part Time 114-5056-000-102	Capital Purchases 114-5056-000-499	18,700.00	Furnishings for new office and additional file storage
_____	35	Airport	Health Insurance 142-5775-000-160	Insurance Reserve Fund 142-5775-000-118	15.00	Insurance higher than forecast
_____	36	Airport	Insurance - Vehicles 142-5775-000-228	Insurance - Data Process 142-5775-000-231	15.00	Insurance higher than forecast
_____	37	Airport	Electricity & Gas 142-5775-000-212	Fuel & Oil 142-5775-000-216	1,000.00	Purchased additional fuel
_____	38	Airport	Supplies - Asphalt 142-5775-000-261	Park Maintenance 142-5775-000-253	1,000.00	FAA Part 139 Annual Inspection
_____	39	Airport	Safety 142-5775-000-284	Uniforms & Clothing 142-5775-000-280	500.00	New part-time employee needed uniform
_____	40	Airport	Training 142-5775-000-277	Lodging 142-5775-000-293	1,200.00	Lodging needed during training of operations staff
_____	41	Airport	Advertising 142-5775-000-201	Lodging 142-5775-000-293	50.00	Lodging needed during training of operations staff
_____	42	Airport	Supplies - Asphalt 142-5775-000-261	Engineering 142-5775-000-311	3,500.00	Engineering work was higher than anticipated
_____	43	Airport	Professional Services 142-5775-000-304	Engineering 142-5775-000-311	3,000.00	Engineering work was higher than anticipated
_____	44	Airport - Mechanic	Capital Purchases 142-5775-000-499	Repairs to Buildings 142-5775-000-250	85,000.00	Hanger Roof
_____	45	Airport - Mechanic	Printing 142-5775-001-245	Postage 142-5775-001-243	175.00	A large part that had to be shipped for vendor to repair this postage was charged to the client
_____	46	Airport - Mechanic	Supplies - Office 142-5775-001-269	Telephone 142-5775-001-275	40.00	Long distance calls to vendors
_____	47	Airport - Mechanic	Safety 142-5775-001-284	Uniforms & Clothing 142-5775-001-280	150.00	Hiring of vacant position that needed uniforms
_____	48	Airport - Mechanic	Travel 142-5775-001-279	Uniforms & Clothing 142-5775-001-280	50.00	Hiring of vacant position that needed uniforms
_____	48	Airport - Mechanic	Rent - Equipment 142-5775-001-247	Supplies - Consumables 142-5775-001-262	2,000.00	Increase in sales - Revenues have also exceeded projections
_____	49	Airport - Mechanic	Repairs to Equipment 142-5775-001-251	Supplies - Consumables 142-5775-001-262	500.00	Increase in sales - Revenues have also exceeded projections

DEPARTMENTAL TRANSFERS**For Budget Year 2018 - 2019**

Mark APPROVED		DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
<hr/>	50	Airport - Mechanic	Lubricants 142-5775-001-222	Supplies - Parts 142-5775-001-223	2,500.00	Increase in sales - Revenues have also exceeded projections
<hr/>	51	Airport - Mechanic	Insurance - Aviation 142-5775-001-232	Supplies - Parts 142-5775-001-223	3,500.00	Increase in sales - Revenues have also exceeded projections
<hr/>	52	Airport - Mechanic	Professional Services 142-5775-001-304	Supplies - Parts 142-5775-001-223	3,000.00	Increase in sales - Revenues have also exceeded projections
<hr/>	53	Airport - Mechanic	Capital 142-5775-001-499	Supplies - Parts 142-5775-001-223	2,000.00	Increase in sales - Revenues have also exceeded projections
<hr/>	54	Between Airport and Mechanic	Electricity & Gas - FBO 142-5775-000-212	Electricity & Gas - Main 142-5775-001-212	2,500.00	Utilities for year end
<hr/>	55	Between Airport and Mechanic	Meals 142-5775-001-236	Meals 142-5775-000-236	150.00	Retirement and Christmas Meal
<hr/>	56	Between Airport and Mechanic	Registration Fees 142-5775-001-294	Registration Fees 142-5775-000-294	400.00	SC Aeronautics Annual Conference for one additional employee
<hr/>	57	WWTP	Engineering 410-5612-641-311	Professional Services 410-5612-641-304	25,000.00	Consulting and Dealing with Non-Compliance issues REWA Negotiations
<hr/>	58	WWTP	Repairs to Equipment 410-5612-641-303	Supplies - Water/Sewer 410-5612-641-286	25,000.00	Consulting and Dealing with Non-Compliance issues REWA Negotiations
		<hr/>	<hr/>			
		DATE	Lacey Croegaert, Clerk to Council			

DIVISION: Parks, Recreation & Tourism
DEPARTMENT: Parks

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

Is this transfer within your department? (Circle One) 98 No

Is this transfer within your division? (Circle One) 98 No

DEPT. HEAD: _____ DATE: 8-9-19
 DIVIS HEAD: _____ DATE: 4/22/19
 FINANCE: _____ DATE: _____
 ADMINIC. : _____ DATE: _____

Journal Entry # _____ DATE: _____

BUDGET TRANSFER

DIVISION: Information Technology

03.13.19

DEPARTMENT: 5092-001 Technology Services

FROM:

TO:

AMOUNT:

TITLE Part time
ACCT.# 001-5092-001-102

TITLE Overtime
ACCT# 001-5092-001-103 \$ 2,500.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

2,500.00

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

REASON:

Moving money to help cover costs of overtime paid while deployed to Horry and Marion counties
for Hurricane Florence relief/assistance with communications. This is expected to be refunded
from the counties upon FEMA approval

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

[Signature]
[Signature]
[Signature]

DATE:

DATE:

DATE:

DATE:

3/14/19
3/14/19
3-15-19

Journal Entry #

DATE:

BUDGET TRANSFER

Technology Services

Technology Services

AMOUNT:

ACCT#	001 5092 000 209	70,000.00
-------	------------------	-----------

70,000.00

ACCT#

ACCT#

ACCT#

ACCT#

ACCT#

ACCT#

ACCT#

ACCT#

70,000.00

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

Fiscal Year 2019 as the contract expires on June 30, 2019.

No

No

DATE: 6/13/15

DATE: 6/13/16

DATE: _____

DATE: _____

DATE: _____

FY 2018-19[illegible]

AMOUNT:

10,000.00

TITLE
ACCT#

Transfer of funds is necessary to keep our vets performing spay/neuter surgeries

DATE: 3/14/19
DATE: 3/25/19
DATE: 3~~26~~19
DATE: 3-18-19

Journal Entry #

DATE: _____

BUDGET TRANSFER

FY 2018-19

DIVISION: PUBLIC WORKS

DEPARTMENT: PAWS

FROM:

TO:

AMOUNT:

TITLE
ACCT.#

Salaries - Full Time
001-5111-000-101

Electricity + Gas
001-5111-000-212

9000.00

TITLE
ACCT.#

TITLE
ACCT.#

TITLE
ACCT.#

\$

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

REASON:

Transfer of funds needed to cover electric and utility through end of the year. Increase asked for in 2019/2020 budget request due to increases in cost.

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

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

DEPT. HEAD:

DATE: 5-28-19

DIVIS HEAD:

DATE:

FINANCE:

DATE:

ADMINISTRATOR:

DATE: 6-14-19

Journal Entry #

DATE:

BUDGET TRANSFER

DIVISION: Sheriff

DEPARTMENT: Detention Center

FROM:	TO:	AMOUNT:
TITLE <u>Water and Sewer</u>	TITLE <u>Medical</u>	
ACCT.# <u>001-5141-000-286</u>	ACCT# <u>001-5141-000-346</u>	<u>10,000</u>
TITLE <u>Salary</u>	TITLE <u>Overtime</u>	
ACCT.# <u>001-5141-000-101</u>	ACCT# <u>001-5141-000-103</u>	<u>10,000</u>
TITLE <u>Retirement - Police</u>	TITLE <u>Electricity and Gas</u>	
ACCT# <u>001-5141-000-121</u>	ACCT# <u>001-5141-000-212</u>	<u>15,000.00</u>
TITLE <u>Food</u>	TITLE <u>Fuel and Oil</u>	
ACCT.# <u>001-5141-000-216 S</u>	ACCT# <u>001-5141-000-216</u>	<u>7,500.00</u>
	<u>5141</u>	
	Total	<u>55,000.00</u>

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

REASON:

1) Increase in contract with Southern Health and number of inmates over contract

2) To cover vacancies, training and holiday pay

3) Heating and Cooling of building with increase in utilities

4) Increase in prices

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:

BUDGET TRANSFER

DIVISION: Sheriff

DEPARTMENT: Detention Center

FROM:		TO:	AMOUNT:
TITLE <u>Books and Publications</u>		TITLE <u>Dues and Subscriptions</u>	
ACCT.# <u>001-5141-000-204</u>		ACCT# <u>001-5141-000-211</u>	<u>250.00</u>
 TITLE <u>Repairs to Building</u>		 TITLE <u>Training for Employees</u>	
ACCT.# <u>001-5141-000-250</u>		ACCT# <u>001-5141-000-277</u>	<u>2,000.00</u>
 TITLE <u>Repairs to Building</u>		 TITLE <u>Capital Purchases</u>	
ACCT# <u>001-5141-000-250</u>		ACCT# <u>001-5141-000-499</u>	<u>2,500.00</u>
 TITLE _____		 TITLE _____	
ACCT.# _____		ACCT# _____	
 TITLE _____		 TITLE _____	
ACCT.# _____		ACCT# _____	
Total			<u>4,750.00</u>

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

REASON:

1) American Jail Association

2) SC Criminal Justice, SC Jail Administration Assoc, and United Tactical

3) Surface Pro computer

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

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

DEPT. HEAD: R Brown by email

DATE: 6 25 19

DIVIS HEAD: _____

DATE: _____

FINANCE: [Signature]

DATE: 6 25 19

ADMINISTRATOR: _____

DATE: _____

Journal Entry # _____

DATE: _____

BUDGET TRANSFER

DIVISION: Sheriff

DEPARTMENT: Sheriff

FROM:	TO:	AMOUNT:
TITLE <u>Retirement - Police</u> ACCT.# <u>1 001-5161-000-121</u>	TITLE <u>Electricity and Gas</u> ACCT# <u>001-5161-000-212</u>	<u>3,500 -</u>
TITLE <u>Retirement - Police</u> ACCT.# <u>2 001-5161-000-121</u>	TITLE <u>Fuel and Oil</u> ACCT# <u>001-5161-000-216</u>	<u>42,500.00</u>
TITLE <u>Salaries</u> ACCT# <u>3 001-5161-000-101</u>	TITLE <u>Insurance - Equipment</u> ACCT# <u>001-5161-000-226</u>	<u>1,700.00</u>
TITLE <u>Salaries</u> ACCT.# <u>4 001-5161-000-101</u>	TITLE <u>Insurance - Vehicles</u> ACCT# <u>001-5161-000-228</u>	<u>39,000.00</u>
TITLE <u>Telephone</u> ACCT.# <u>5 001-5161-000-275</u>	TITLE <u>Ins - Vehicles</u> ACCT# <u>001 5161 -000 228</u>	<u>10,000</u>

Total

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

REASON:

- 1) Heating and Cooling of building with increase in utilities
- 2) Increase in prices
- 3 & 4) Increase in rates from Insurance Reserve Fund
- 5) Used to provide internet/computers inside deputy vehicles for reporting

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:

BUDGET TRANSFER

DIVISION: Sheriff

DEPARTMENT: Sheriff

FROM:		TO:	AMOUNT:
TITLE	<u>Health Insurance</u>	TITLE	<u>Dues and Subscriptions</u>
ACCT.#	<u>001-5161-000-160</u>	ACCT#	<u>001-5161-000-211</u> <u>1,000.00</u>
TITLE	<u>Supplies - Chemical</u>	TITLE	<u>Awards and Recog</u>
ACCT.#	<u>001-5161-000-264</u>	ACCT#	<u>001-5161-000-217</u> <u>1,750.00</u>
TITLE	<u>Health Insurance</u>	TITLE	<u>Insurance - Vehicles</u>
ACCT#	<u>001-5161-000-160</u>	ACCT#	<u>01-5161-000-228</u> <u>4,500.00</u>
TITLE	<u>Supplies - Office</u>	TITLE	<u>Postage</u>
ACCT.#	<u>001-5161-000-269</u>	ACCT#	<u>001-5161-000-243</u> <u>1,000.00</u>
TITLE	<u>Supplies - Chemical</u>	TITLE	<u>Supplies - Boarding</u>
ACCT.#	<u>001-5161-000-264</u>	ACCT#	<u>001-5161-000-263</u> <u>7,500.00</u>
Total			<u>15,750.00</u>

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

REASON:

1) Sheriff Association, Tactical Training etc..

2) Recognitions for performance and promotion

3) Newer vehicles added to the increase in insurance

4) UPS, Postage Machine and regular mail

5) Food, Cement pads and shelter for K-9 Officers

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

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

DEPT. HEAD: Retrown by email

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE: 6 25 19

DATE:

DATE: 6 25 19

DATE:

DATE:

DIVISION: Sheriff's Office

DEPARTMENT: 5213 - Communications

AMOUNT:

107,000 -

TITLE _____
ACCT# _____

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

Moving money to help cover OT costs for communications staff. Efforts have been made with scheduling changes, but with shortages due to FMLA leaves, sickness, and holidays there are still high costs in the OT line item.

(Circle One)

Yes

No

(Circle One)

Yes

No

DATE: 03-14-19
DATE:
DATE: 3-15-19
DATE: 3-18-19

DATE: _____

BUDGET TRANSFER

DIVISION: Sheriff's Office

05.22.19

DEPARTMENT: 5213 - Communications

FROM:

TO:

AMOUNT:

TITLE Telephone
ACCT.# 001-5213-000-275

TITLE Meals
ACCT# 001-5213-000-236 \$ 750.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

750.00

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

REASON:

Moving money to cost of meals estimated for the remainder of the fiscal year. This includes a
purchase made to provide lunch or dinner, as applicable, for all 4 dispatch shifts during the month
of April for Telecommunicator's Week.

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:

DeO
[Signature]

DATE:

DATE:

DATE:

DATE:

5/22/19

5-22-19

5-22-19

Journal Entry #

DATE:

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Roads and Bridges - 5221

FROM:		TO:	AMOUNT:
TITLE	001-5221-000-261	TITLE	001-5221-000-216
ACCT.#	Asphalt	ACCT#	Fuel \$40,000
TITLE	001-5221-000-247	TITLE	001-5221-000-212
ACCT.#	Rentals	ACCT#	Electricity and Gas \$2,000
TITLE	001-5221-000-247	TITLE	001-5221-000-280
ACCT.#	Rentals	ACCT#	Uniforms \$4,000
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	

Total 46,000.00

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

REASON:

The above transfers for fuel and electricity are to cover the rising cost of fuel and electricity to cover the department until the end of the budget. The transfer for uniforms is to cover the cost of the uniform rentals until the end of the budget.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: 5221 - Roads and Bridges

FROM:		TO:	AMOUNT:
TITLE	Rental Equipment	TITLE	Stone
ACCT.#	001-5221-000-247	ACCT#	001-5221-000-244
			\$5,000
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	

Total

\$ 5,000
~~0.00~~

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

REASON:

Transfer is to cover the purchase of stone for the remainder of the 18-19 budget. Due to the increase in road repairs needed.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Roads and Bridges - 5221

FROM:		TO:	AMOUNT:
TITLE	I-85 Lighting	TITLE	Water and Sewer
ACCT.#	001-5221-000-305	ACCT#	001-5221-000-288
			\$1,300
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	

Total

\$ 1,300
~~0.00~~

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

REASON:

Transfer needed to cover the increased water expense for the remainder of the 18-19 budget.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Roads and Bridges - 5221

FROM:

TO:

AMOUNT:

TITLE i-65 Lighting
ACCT.# 001-5221-000-305

TITLE Professional Services
ACCT# 001-5221-000-304 \$3,500

TITLE
ACCT.#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT.#

TITLE
ACCT#

TITLE
ACCT.#

TITLE
ACCT#

Total 3,500.00

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

REASON:

Transfer is needed to cover the scheduled beaver removal and any other services needed for the remainder of the budget 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:

BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: Civic Center

FROM:		TO:	AMOUNT:
TITLE	Advertising	TITLE Meals	
ACCT.#	001-5955-000-201	ACCT# 001-5955-000-236	\$500.00
TITLE	Repairs to Equipment	TITLE Meals	
ACCT.#	001-5955-000-251	ACCT# 001-5955-000-236	\$500.00
TITLE	Repairs to Equipment	TITLE Landscaping	1250
ACCT#	001-5955-000-251	ACCT# 001-5955-001-313	\$2000.00
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	

Total \$300 0.00

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

REASON:

Meals - Needed for extra duty of inmates working on set up / take down

Landscaping - needed for Kid Venture Clean up day mulch

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:

BUDGET TRANSFER

DIVISION: PUBLIC DEFENDER

DEPARTMENT: 5056

AMOUNT:

18,700.00

TITLE

ACCT#

Total	18,700.00
--------------	------------------

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

REASON:

We under-estimated the cost to furnish the new office building and had to furnish a few additional spaces.

We also purchased file storage for the building so we could move off-site rented storage on site

No

DATE:

Signature: _____
Date: _____

MR: _____

BUDGET TRANSFER

DIVISION: Airport

DEPARTMENT: FBO

FROM:	TO:	AMOUNT:
TITLE <u>Health Insurance</u> ACCT.# <u>142-5775-000-160</u>	TITLE <u>Insurance Reserve Fund</u> ACCT# <u>142-5775-000-118</u>	15.00
TITLE <u>Insurance - Vehicles</u> ACCT# <u>142-5775-000-228</u>	TITLE <u>Insurance - Data Process</u> ACCT# <u>142-5775-000-231</u>	15.00
TITLE <u>Electricity & Gas</u> ACCT# <u>142-5775-000-212</u>	TITLE <u>Fuel & Oil</u> ACCT# <u>142-5775-000-216</u>	1,000.00
TITLE <u>Supplies - Asphalt</u> ACCT# <u>142-5775-000-261</u>	TITLE <u>Park Maintenance</u> ACCT# <u>142-5775-000-253</u>	1,000.00
TITLE <u>Safety</u> ACCT.# <u>142-5775-000-284</u>	TITLE <u>Uniforms & Clothing</u> ACCT# <u>142-5775-000-280</u>	500.00
TITLE <u>Training</u> ACCT.# <u>142-5775-000-277</u>	TITLE <u>Lodging</u> ACCT# <u>142-5775-000-293</u>	1,200.00
TITLE <u>Advertising</u> ACCT.# <u>142-5775-000-201</u>	TITLE <u>Lodging</u> ACCT# <u>142-5775-000-293</u>	50.00
TITLE <u>Supplies - Asphalt</u> ACCT.# <u>142-5775-000-261</u>	TITLE <u>Engineering</u> ACCT# <u>142-5775-000-311</u>	3,500.00
TITLE <u>Professional Services</u> ACCT.# <u>142-5775-000-304</u>	TITLE <u>Engineering</u> ACCT# <u>142-5775-000-311</u>	3,000.00
TITLE <u>Capitol Purchases</u> ACCT.# <u>142-5775-000-499</u>	TITLE <u>Repairs to Buildings</u> ACCT# <u>142-5775-000-844</u>	85,000.00
	250	
	Total	95,280.00

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

REASON:

The Insurance accounts were more than forecasted FY19.

The Airport bought an additional 793 gallons of fuel in FY19 versus FY18.

Park Maintenance was needed in order to do work to comply with the FAA Part 139 annual inspection.

Uniforms and Clothing increased due to an additional part time employee needing uniforms.

Lodging was over due to additional training provided to the Operations staff.

General engineering work was more than anticipated.

Repairs to Building is over budget due to the repair of the Garrison Hanger roof, that was unbudgeted.

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

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

DEPT. HEAD: _____	DATE: _____
DIVIS HEAD: _____	DATE: _____
FINANCE: _____	DATE: _____
ADMINISTRATOR: _____	DATE: _____
Journal Entry # _____	DATE: _____

BUDGET TRANSFER

DIVISION: Airport

DEPARTMENT: Main

FROM:		TO:	AMOUNT:
TITLE	Printing	TITLE	Postage
ACCT.#	<u>142-5775-001-245</u>	ACCT#	<u>142-5775-001-243</u> 175.00
TITLE	Supplies - Office	TITLE	Telephone
ACCT.#	<u>142-5775-001-269</u>	ACCT#	<u>142-5775-001-275</u> 40.00
TITLE	Safety	TITLE	Uniforms & Clothing
ACCT#	<u>142-5775-001-284</u>	ACCT#	<u>142-5775-001-280</u> 150.00
TITLE	Travel	TITLE	Uniforms & Clothing
ACCT#	<u>142-5775-001-279</u>	ACCT#	<u>142-5775-001-280</u> 50.00
TITLE	Rent - Equipment	TITLE	Supplies - Consumables
ACCT#	<u>142-5775-001-247</u>	ACCT#	<u>142-5775-001-262</u> 2,000.00
TITLE	Repairs to Equipment	TITLE	Supplies - Consumables
ACCT.#	<u>142-5775-001-251</u>	ACCT#	<u>142-5775-001-262</u> 500.00
TITLE	Lubricants	TITLE	Supplies - Parts
ACCT.#	<u>142-5775-001-222</u>	ACCT#	<u>142-5775-001-223</u> 2,500.00
TITLE	Insurance - Aviation	TITLE	Supplies - Parts
ACCT.#	<u>142-5775-001-232</u>	ACCT#	<u>142-5775-001-223</u> 3,500.00
TITLE	Professional Services	TITLE	Supplies - Parts
ACCT.#	<u>142-5775-001-304</u>	ACCT#	<u>142-5775-001-223</u> 3,000.00
TITLE	Capital	TITLE	Supplies - Parts
ACCT.#	<u>142-5775-001-499</u>	ACCT#	<u>142-5775-001-223</u> 2,000.00
Total			13,915.00

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

REASON:

Postage was over due to a large part needing to be shipped to vendor to be repaired. The Maintenance shop was able to charge to the client.

Telephone is over budget due to increase in long distance calls talking to vendors.

Uniforms and Clothing is over budget due to new employee hired in FY18 after budget process.

Supplies - Consumables and Supplies - Parts are both over budget due increase in sales. The revenue accounts for these accounts have also exceeded their budget.

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

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

DEPT. HEAD: _____

DATE: _____

DIVIS HEAD: _____

DATE: _____

FINANCE: _____

DATE: _____

ADMINISTRATOR: _____

DATE: _____

Journal Entry # _____

DATE: _____

BUDGET TRANSFER

DIVISION: Airport

DEPARTMENT: Between Departments

FROM:

TO:

AMOUNT:

TITLE Electricity & Gas - FBO
ACCT.# 142-5775-000-212

TITLE Electricity & Gas - Main
ACCT# 142-5775-001-212 2,500.00

TITLE Meals
ACCT.# 142-5775-001-236

TITLE Meals
ACCT# 142-5775-000-236 150.00

TITLE Registration Fees
ACCT# 142-5775-001-294

TITLE Registration Fees
ACCT# 142-5775-000-294 400.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

Total 3,050.00

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

REASON:

Electricity & Gas was incorrectly budgeted between departments.

Meals was over budget as the FBO paid for a retirement meal and a Christmas meal for all of Airport.

Registration fees are over budget due to an additional employee going to the South Carolina Aeronautics Association annual conference.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DATE:

DIVIS HEAD:

DATE:

FINANCE:

DATE:

ADMINISTRATOR:

DATE:

Journal Entry #

DATE:

BUDGET TRANSFER

DIVISION: PUBLIC WORKS

DEPARTMENT: WASTEWATER

FROM:		TO:	AMOUNT:
TITLE	ENGINEERING	TITLE	PROFESSIONAL SERVICES
ACCT.#	410-5612-641-311	ACCT#	410-5612-641-304 25,000.00
TITLE	REPAIRS TO EQUIPMENT	TITLE	SUPPLIES & REPAIRS TO SEWER
ACCT.#	410-5612-641-303	ACCT#	410-5612-641-288 25,000.00
TITLE		TITLE	
ACCT#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
		Total	0.00

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

REASON:

UNEXPECTED COSTS FOR WWTP CONSULTAND DEALING WITH NON-COMPLIANCE ISSUES & REWA NEGOTIATIONS.

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:

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3 and 5

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
Homeland Park Vol. Fire Dept.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$5000.00 (3500.00 from #5 and 1500.00 From #3)
3. The purpose for which the funds are being requested:
Independence Day Celebration June 29, 2019 to be used to fund fireworks program and inflatable toys provided to public for free use during the event
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes
5. Contact Person: David Rodgers
Mailing Address: PO Box 13138
Phone Number: 864-940-0113
Email: hpfd3@charter.net
6. Statement as to whether the entity will be providing matching funds:

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

David Rodgers

David Rodgers

June 25, 2019

Signature

Print Name

Date

Business Entities Online

File, Search, and Retrieve Documents Electronically

The South Carolina Business Entities Online application will undergo maintenance today starting at 9:00 PM. The system will be offline for a short period of time.

HOMELAND PARK VOLUNTEER FIRE DEPARTMENT, INC.

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 08/04/1966

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: RONALD R WOOD

Address: 3299 S MAIN ST
ANDERSON, South Carolina 29624

Official Documents On File

Filing Type	Filing Date
Correction	10/04/2004
Amendment	04/01/2004
Incorporation	08/04/1966

Former Names

Name	Filing Date
HOMELAND PARK FIRE DEPARTMENT, STATION #3	N/A