1. **CALL TO ORDER:**

2. **RESOLUTIONS/PROCLAMATIONS:**
   a. **2018-003:** a resolution to recognize and honor the Palmetto Mustang Varsity Cheerleaders for their selection as the 2017 South Carolina State 3A Competitive Cheer Champions.  
   Ms. M. Cindy Wilson (allotted 5 minutes)
   
   b. **2018-014:** a resolution to honor Ms. Donna Roper for her decades of service to the Anderson County Museum, The Pendleton District Commission and Anderson County as a whole.  
   Mr. Ken Waters (allotted 5 minutes)

3. **ADJOURNMENT:**

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**AMENDED AGENDA**

ANDERSON COUNTY COUNCIL  
REGULAR MEETING  
February 20, 2018 at 6:30 PM

1. **CALL TO ORDER:**

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

3. **APPROVAL OF MINUTES:**  
   February 6, 2018

4. **CITIZENS COMMENTS:**  
   Agenda Matters

5. **REPORT FROM FINANCE DEPARTMENT ON MID-FISCAL YEAR 2017-2018 REPORT FOR BUDGET ACTUAL EXPENSES VERSUS REVENUES:**  
   Ms. Rita Davis (allotted 15 minutes)

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

7. **ORDINANCE- SECOND READING:**
   a. **2018-002:** a Supplemental ordinance to amend to Ordinance 2017-016, the operating and capital budget of Anderson County for the fiscal year beginning July 1, 2017, and ending June 30, 2018.  
   Ms. Rita Davis (allotted 5 minutes)
   
   b. **2018-003:** an ordinance authorizing a Fee-in-Lieu-of-Tax Arrangement on behalf of Project Spindle, (THE "COMPANY") Pursuant To a Fee-In-Lieu-OF-Tax Agreement Between Anderson County, South Carolina (THE “COUNTY”) and the company; authorizing a 5-year extension of the investment period for all investments over the statutory minimum investment, authorizing the execution and delivery of an Infrastructure Financing Agreement (IFA), granting certain infrastructure credits to the company.  
   Mr. Burriss Nelson (allotted 10 minutes)

8. **ORDINANCE- FIRST READING:** none
9. **RESOLUTIONS:**
   a. **R2018-015:** A resolution authorizing Anderson County to serve as applicant and administrator, on behalf of Tri-County Technical College (TCTC), to the South Carolina Department of Health and Environmental Control (SCDHEC) for a Recycled Tire and Plastic Research Education and Development Service (RTP-READS) Grant. (To be discussed during Finance Committee Report)
   b. **R2018-016:** A resolution approving the Anderson County and Oconee County Hazard Mitigation Plan developed to assist counties in the Upstate in reducing the human and economic costs of natural disasters and serves Anderson and Oconee counties has been updated. Chairman Tommy Dunn (allotted 5 minutes)

10. **REPORT FROM FINANCE COMMITTEE MEETING HELD FEBRUARY 16, 2018:**
    a. Capital
       1. Airport Aircraft Rescue and Fire Fighting (ARRF) Truck
       2. Town of Pelzer Vehicle Request
       3. Forklift
    b. Grants
       1. FY 2017 State Homeland Security Grant
       2. Tri-County Technical College Waste Tire Research Grant
    c. Mid-Year Financial Update
    d. Transfers
    e. Executive Session- Contractual Matters regarding building Purchase

    Chairman Tommy Dunn (allotted 15 minutes)

11. **APPOINTMENTS:** none

12. **REQUESTS BY COUNCIL:**
    Anderson Free Clinic – D1
    Proverb’s Mentoring Organization -D2
    Hejaz Shriners Circus – All

    All Districts (allotted 14 minutes)

13. **ADMINISTRATORS REPORT:**
    a. Building and Codes Monthly Report
    b. Recreation Funding Report
    c. Paving Fund Report
    d. Budget Transfers
    e. Sheriff Department Report
    f. OSHA Yearly Report

    (allotted 2 minutes)

14. **CITIZENS COMMENTS:**

15. **REMARKS FROM COUNCIL:**

16. **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.
2018-003

A RESOLUTION TO RECOGNIZE AND HONOR THE PALMETTO MUSTANG VARSITY CHEERLEADERS FOR THEIR SELECTION AS THE 2017 SOUTH CAROLINA STATE 3A COMPETITIVE CHEER CHAMPIONS; AND OTHER MATTERS RELATED THERETO.

Whereas, the Palmetto Varsity Competitive Cheerleading Team competed November 13, 2017 at Colonial Life Arena in Columbia, South Carolina and earned the recognition of South Carolina State 3A Competitive Cheerleading Champions; and

Whereas, under the leadership of Head coach Carol Brooks and coaches Susan McAbee and Spencer Davis, the team demonstrated drill team precision, methodical and detailed routines that displayed the team’s cohesiveness, thus outperforming their competition; and,

Whereas, the Palmetto Varsity Competitive Cheerleaders beat their biggest rival Brookland-Cayce by 46 points. Through hard work, dedication, teamwork and precise attention to detail the ladies of the team finished the competition with a winning score, a total of 304 points; and,

Therefore, Anderson County Council commends the Palmetto Varsity Competitive Cheerleaders for being outstanding ambassadors, reflecting true pride to their community and setting an example for their peers to emulate. We are extremely proud of the team winning the 2017 South Carolina Varsity Competitive Cheerleading Championship.

RESOLVED in meeting duly assembled this 20th day of February, 2018.

FOR ANDERSON COUNTY:

______________________________  ______________________________
Tommy Dunn, Chairman           M. Cindy Wilson
County Council                  District Seven

ATTEST:

______________________________  ______________________________
Rusty Burns                     Lacey A. Croegaert
County Administrator            Clerk to Council
RESOLUTION #R2018-014

A RESOLUTION TO HONOR MS. DONNA ROPER FOR HER DECADES OF SERVICE TO THE ANDERSON COUNTY MUSEUM, THE PENDLETON DISTRICT COMMISSION, AND ANDERSON COUNTY AS A WHOLE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Ms. Donna Roper, an Anderson County native, graduated from the University of South Carolina with a Bachelor of Arts degree in History in 1976 and a Master of Arts in Applied History (a field now known as Public History) in 1989; and

WHEREAS, Ms. Roper began working with the Pendleton District Commission two years following her graduation from college, first as an intern and then as an official employee from 1979 to 2005, a position that called for her to care for the archival collections at Hunter’s Store, among many other duties, and led to her pivotal role in founding the Anderson County Museum, which began in 1983 as a cooperative effort of Anderson County, the Anderson County Historical Society, Anderson Heritage, and the Pendleton District Commission; and

WHEREAS, Ms. Roper, in her position at the Pendleton District Commission, served as curator of the Anderson County Museum during the foundational years between 1983 and 1998, an enormous task that required devotion in coordination of volunteers, depth of knowledge in installation of exhibits, meticulousness in record-keeping of artifact donations as the collection grew, and organization in work with the Museum Advisory Committee after its creation by Anderson County Council in 1984; and

WHEREAS, Ms. Roper graciously stepped forward when Anderson County took over full responsibility for the Museum to help its first hired director ensure a smooth transition, remained a resource for and a friend to the Museum throughout her career, and, in 2006, having retired from the Pendleton District Commission, was appointed to the Anderson County Museum Advisory Committee to represent District Six, faithfully serving—as Chairman in 2013 and several terms as Secretary—until her resignation in January of 2018; and

WHEREAS, Ms. Roper—who volunteers monthly in the Museum’s Roper Research Room that has borne her name since its dedication in 2014 and continues to be an invaluable resource of knowledge of the early days of the Museum and of Anderson County to every Museum employee, volunteer, and visitor—remains dedicated to preserving our shared past and ensuring a successful future for the Anderson County Museum; and

WHEREAS, on behalf of the citizens of Anderson County, the Anderson County Council, with gratitude for her many years of committed service to the Pendleton District Commission, to the Anderson County Museum, and to Anderson County as a whole, do hereby honor Ms. Roper for her distinguished contributions and express our best wishes to her for continued success and happiness in the years to come.

RESOLVED in a meeting duly assembled this 20th day of February 2018.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Ken Waters, Councilman
District Six

ATTEST:

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council
ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
FEBRUARY 6, 2018

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT
TOMMY DUNN: ... order the February 6th Anderson County Council Special Presentation meeting to order. Like to welcome each and everyone of you here and thank you for coming. At this time I'd like to call on Tom Allen for Resolution 2018-008. Mr. Allen.

TOM ALLEN: All right. Thank you, Mr. Chairman. My mike is working this week. All right. This resolution actually was presented a few days ago and we wanted to read it tonight, though, in order to get it officially into the records. So this is Resolution R2018-008. It's a Resolution to Congratulate and Welcome Papa's and Beer Mexican Restaurant to the Piercetown Community and other Matters Related thereto.

WHEREAS, Papa's and Beer Mexican Restaurant has been a business partner in the Anderson community for over six years with their current location at 160 West Beltline Boulevard; and

WHEREAS, Papa's and Beer Mexican has been a good neighbor in our restaurant community; preparing entrees with quality ingredients prepared in traditional Mexican fashion; and

WHEREAS, Papa's and Beer Mexican is a place where locals, families and friends gather in a diverse environment and experience authentic Mexican fare;

WHEREAS, Papa's and Beer Mexican on January 16, 2018 is expanding its eatery and opening a new neighborhood Mexican café at a new location on Highway 81 North near the I-85 interchange in the Piercetown community; and

WHEREAS, Anderson County is fortunate to have corporate citizens of vision and commitment that step forward to energize our community; and

NOW, THEREFORE, it is hereby resolved that:

The Anderson County Council congratulates Papa's and Beer Mexican Restaurant on their expansion as they open the doors of the Highway 81 North location, and extend well wishes on this new endeavor providing fresh, authentic Mexican food at an affordable price to the Piercetown and Anderson communities. Your dedication to this community is greatly appreciated.

Resolved in meeting duly assembled this 6th day of February, 2018.

And I put that in the form of a motion, Mr. Chair.

TOMMY DUNN: Have a motion Mr. Allen.

Second by Ms. Wilson. Any discussion? Hearing none, all in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Anything else, Mr. Allen?
TOMMY DUNN: Motion Mr. Graham, second Mr. Waters. Any discussion? I’d just like to add, I really appreciate all the volunteers. Want to thank Grove Fire Department for what all they do for Anderson County and all of its members. Small, very small but well together knit community. Lot of fathers and sons and now mothers and daughters been in that fire department for years. Chief does a fine job down there and Marty’s just such a glutton for punishment; he’s on the school board, too. We appreciate what all y’all do. All in favor of the motion. Show the motion carries unanimously. Mr. Graham.

RAY GRAHAM: Mr. Chairman, if we could have Grove Fire Department’s representatives step forward.

(PRESENTATION OF RESOLUTION)

TOMMY DUNN: We’ll move on now to Item 2(c) 2018-010 Resolution. And, again, Mr. Tom Allen.

Mr. Allen.

TOM ALLEN: All right. Thank you, Mr. Chair. We have another individual to recognize this evening. This is Resolution 2018-010. This is a Resolution to Recognize and Express Profound Appreciation to Mr. Steve Hartsell for his Extraordinary Contributions to the Quality of Life and Welfare of the Double Springs Community and to Anderson County as a Whole; and other matters related thereto.

WHEREAS, Mr. Steve Hartsell has served the Double Springs community in Anderson County with distinction for many years, so much so that he is well-known as the unofficial “mayor of Double Springs”; and

WHEREAS, Mr. Hartsell has leveraged his considerable leadership ability and tireless work ethic to advance Double Springs Park, where his endless generosity with his personal time and energy has been indispensable to building, maintaining, and improving the Park; and

WHEREAS, Mr. Hartsell served for many years on the Anderson County Transportation Committee, working to disburse funding responsibly and strategically to provide the best and safest possible County roads, bridges and sidewalks; and

WHEREAS, Mr. Hartsell has set an influential example for his fellow citizens through his inspiring dedication to his wife and family; and I’ll add to this to his church, also.

WHEREAS, on behalf of the citizens of Anderson County, the Anderson County Council, with gratitude
for his many years of committed service to the Double Springs community, Double Springs Park, the Anderson County Transportation Committee, and to Anderson County as a whole, do hereby congratulate Mr. Hartsell for his distinguished contributions and express our best wishes to him and his family for their continued success and happiness in the years to come.

And everything I just said here applies to the real brains of the outfit sitting right next to him and that’s his lovely wife, Mary, who has been indispensable in the Double Springs community. Has done a tremendous job out there and we certainly thank you, Mary, for all you’ve done, too.

This will be RESOLVED in meeting duly assembled this 6th day of February 2018.

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

TOMMY DUNN: Have a motion from Mr. Allen, I think the whole Council seconds it. Any further discussion? I’d just like to say on behalf of the Council, also, Mr. Hartsell, we really appreciate what you’ve done and as Mr. Allen said, not only for the community but for Anderson County. Always looking forward to working with you. Always had the best interest of Anderson County at heart and we really do appreciate it. And not long ago you had a good job of trying to keep Mr. Bowen straight up that way, too, on the lake, so we do appreciate that. Ms. Wilson?

CINDY WILSON: The Hartsells are well known for, among other things, being the breeders and producers of some wonderful beef cattle and quarter horses. Not to mention the wonderful community leadership. Thank you.

TOMMY DUNN: Anyone else? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Mr. Allen.

TOM ALLEN: Could everyone step down for the presentation here.

(PRESENTATION OF RESOLUTION)

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:20 P.M.)
State of South Carolina  
County of Anderson  

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
FEBRUARY 6, 2018  

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT
TOMMY DUNN: At this time I’d like to call the Regular Anderson County Council meeting of February the 6th to order. Like to welcome everyone, each and everyone here for coming out tonight. First item of business I’d like to ask Vice Chairman Councilman Graham if he’d lead us in Invocation and Pledge of Allegiance. If we’d all rise, please.

(INVOCATION AND PLEDGE OF ALLEGIANCE BY RAY GRAHAM)

TOMMY DUNN: Ms. Floyd.
GRACIE FLOYD: Thank you. Mr. Chairman, I would like to take a few minutes right now to introduce someone who ---
TOMMY DUNN: Yes, ma’am. Before you would, I’d just like to say -- might be going to say it, but this is for the record -- Ms. Floyd means no disrespect. She’s got some back issues is reason she wasn’t standing a while ago. Go ahead, Ms. Floyd.
GRACIE FLOYD: I’d like to introduce to you Markecia Brock. Ms. Brock, would you please stand? Ms. Brock is shadowing me until the month of April, I think it’s going to be. So you will probably see her a lot. If you -- if we see each other, okay. But I just want to welcome her to -- I think this will be her first meeting. She is studying at the University of South Carolina. Yeah. And she is a registered nurse, also, at the hospital. So I’m very proud of her and very pleased that she chose me to shadow. But Ms. Markecia Brock. Thank you for coming.
TOMMY DUNN: Welcome.
GRACIE FLOYD: Thank you.
TOMMY DUNN: Yes, ma’am.

Moving on, any corrections to be made to the minutes of January the 16th, 2018. Ms. Wilson?
CINDY WILSON: Yes, sir. On page 34, line 50, Bleckley Street was misspelled. It should be B-L-E-C-K-L-E-Y. And that’s the only thing I noticed. Thank you.
TOMMY DUNN: Anyone else? Ms. Wilson, make a motion to accept the minutes with that correction?
CINDY WILSON: May we accept the minutes as corrected. Thank you.
TOMMY DUNN: Ms. Wilson makes a motion, we have a second? Second Mr. Graham. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
At this time we’ll go into Item number 4, Citizens Comments. When Mr. Harmon, our legal counsel, calls your name, please state your name and district for the
record. You have three minutes on agenda items first
go-around and please address the Chair.
LEON HARMON: Mr. Chairman, first citizen
signed up is Frank Pressly.
FRANK PRESSLY: Frank Pressly, District 2.
I sat in on the Finance Committee meeting yesterday.
I’m going to talk about Item 131(d).
I sat in on the Finance Committee meeting
yesterday and listened with interest to a lot of the
goings on there. And there was a report from one of
the County employees about the purchase of three
Juniper switches. Particularly the EX3400-48P. Now,
I notice that the state contract pricing that was
given to us was three thousand six hundred and sixty-
ine dollars each.
Well, I went to Google and I typed in Juniper
EX3400-48P. As you all are well aware Google tells
you everything about everything. And the first five
entries were other locations that these could be
purchased. Now, there is a company called
InteraSource that sells these same switches for one
thousand three hundred and ninety dollars. Now,
that’s a two thousand two hundred and seventy-nine
dollar difference between what it can be purchased for
if somebody had done just a little due diligence and
just going and buying it off a state contract price.
Now I know employees feel safe in buying at a state
contract price because it’s a contracted price. But
the risk that you run there is, at the beginning of
the year, electronics are a hot commodity and they’re
at top price. By the end of the year that same item
has usually fallen to almost half price, when the next
generation of item has come out and so forth. So I
don’t know if it’s that we have employees that are
just not doing the due diligence to go and find deals
and they’re just relying on state contract pricing to
justify paying the price. But of this eleven thousand
dollar contract, six thousand eight hundred and
thirty-seven dollars of it could have been saved, if
we’d gone to InteraSource rather than whatever company
we bought it from.
Now, I don’t know if we go to our vendors and say,
hey, this what we need to do and they say, okay, well,
this is what you need. Or if our vendors come to us
and say, hey, you need to be able to do this and this
so you need this. So I don’t know what the
relationship is, but I just know that we are
overpaying enormously for some things and electronics
is probably one of the worse culprits. Thank you.
LEON HARMON: Mr. Chairman, next speaker
is Elizabeth Fant.

ELIZABETH FANT: I'm speaking on, I'm speaking on number 10 -- Elizabeth Fant, District 3 -- on the landfill question. I went to the meeting that Cindy Wilson and Mr. Graham had at Cheddar last week on the landfill situation and there were probably about 50 people in the room, all hot. Not happy campers.

The problems that they are experiencing are the same ones they've been experiencing for the last twenty years. Means nothing is getting done. Same problems. Biggest thing is the landfill is operated at 24 hours a day. The stench is still horrible. The buzzards are circling all around. The trucks fly up the road, throwing rocks from the road. Children are out playing. They -- you can't let your children out anywhere near there. I still know of five different families that I know that have been affected by cancer.

We're not doing a good job of helping our citizens. It just seems to me that we're focusing so much on economic development and that dang Green Pond Landing that we're not doing -- you all are not doing -- the job that you were entrusted to do.

One of the biggest things that the government is supposed to do is look after the safety and health of its citizenry. And these people are really suffering. Now, it was a good meeting in the fact that Mr. Graham -- I'm glad to see that District 3 was there representing and Cindy wasn't by herself as she's done so many times in the past. And it looked to me like y'all were trying to really get some input from the citizens. But I just hope this is not going to be another case of whoop-de-doo. And then it just dies out. This time I intend myself to intervene if that's what I see is going on.

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

TOMMY DUNN: Thank you, Mr. Harmon.

No item on 5 or 6.

Item number 7(a) Ordinance 2018-002 a Supplemental Ordinance to amend Ordinance 2017-016 will be taken up during the Finance Committee's report.

Item number 7(b) 2018-003 an Ordinance authorizing a fee-in-lieu-of Tax Arrangement on behalf of Project Spindle (the "Company") pursuant to a fee-in-lieu-of-tax agreement between Anderson County, South Carolina (the "county") and the company; authorizing a 5-year extension of the investment period for all investments over the statutory minimum investment; authorizing the
execution and delivery of an Infrastructure Financing Agreement (IFA) granting certain infrastructure credits to the company. Mr. Nelson, you like to ---

BURRISS NELSON: Yes, sir. If Council --

Mr. Chairman, members of Council. Project Spindle is a ten million dollar investment of an existing industry. They’re a -- over a -- more than a fifty year old European based company, corporation that manufactures technical fabrics for a variety of industrial uses. They’ll also be creating seventy-one new jobs with the expansion with an average pay of sixteen dollars and fourteen cents per hour, an approximate annual payroll of two million two hundred and seventy-two thousand. This will include a fee-in-lieu agreement for thirty years with first year taxes -- current taxes paid on the expansion property are a little under a thousand dollars. The -- when the taxes are paid in 2020 for the first time, when the project is in full operation, first year’s tax is nine thousand eight hundred and sixty-eight dollars. And over a thirty year period, two hundred and thirty thousand dollars in property tax for the first year. Community impact of five million, and a twenty years community impact of sixty-seven million.

This comes to Council as a recommendation from staff and from the Economic Advisory Board. We respectfully request you give favorable consideration to this project.

TOMMY DUNN: Thank you, Mr. Nelson. We have a motion to move this forward?

KEN WATERS: So moved.

CINDY WILSON: So moved.

TOMMY DUNN: Motion Mr. Waters and second Ms. Wilson. Now any discussion, any questions, anything for Mr. Nelson? Comments. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Appreciate it, Mr. Nelson, y’all keep up the good work.

BURRISS NELSON: Yes, sir. Thank you.

Appreciate your support.

TOMMY DUNN: Item number 9, Report from the Civic Center Adhoc Committee meeting held January 23rd. Don’t believe there will be no need for Executive Session. Chairman Waters.

KEN WATERS: At this time we are working on a contract to have someone manage the Civic Center and the Anderson County Sports Center out there. So we don’t have the contract, yet, but that’s the goal of what we’re trying to put together.

TOMMY DUNN: Once the contract’s given
it will be brought back to the Ad Hoc committee for
review and then to the full Council.
KEN WATERS: That’s correct. So if
there’s any suggestions, please, Mr. Burns and he’ll
---
TOMMY DUNN: Ms. Floyd? Ms. Floyd’s got
a question.
GRACIE FLOYD: The only thing we’re doing
in this case is just looking at contracts. We haven’t
really hired anybody -- we haven’t even started a
search for this program, yet. Have we?
RUSTY BURNS: Ms. Floyd, the county put
out a Request for Proposal nationwide, looking for
people who would be interested in managing the Civic
Center. We received one response and we are in
negotiations with those people right now. As Mr.
Waters pointed out, the Ad Hoc committee met with
them. We have taken the input from the Ad Hoc
committee. Mr. Harmon is putting a contract together.
The contract will go back to the Ad Hoc committee and
then go to full Council.
GRACIE FLOYD: Okay. Mr. Chair.
TOMMY DUNN: Yes, ma’am.
GRACIE FLOYD: While we’re on this subject
I have something I want to ask. Last year, 2017, I
was assigned to that group, but because of my illness
I was unable to participate. And you’ve already said
that the last year’s committee would go forward again
this year in 2017. So from here on out, I would like
to take my place on the Civic Center Committee,
please. I would like to be informed on any type
meetings or whatever that’s going on. Thank you.
TOMMY DUNN: Yes, ma’am. Anything else,
Mr. Waters?
KEN WATERS: That’s all.
TOMMY DUNN: Anybody else have anything?
Questions or comments.
Be moving on to Item number 10 now, Report from
Ms. Wilson on the Cheddar Community meeting held
CINDY WILSON: Thank you, Mr. Chairman.
We held a meeting over at the Cheddar Fire Department
on the 30th of January. We had a large group of
residents and landowners there. And our county was
represented by County attorney Mr. Harmon, and Solid
Waste Director Mr. Greg Smith, and Districts 3 and 7.
We focused in that meeting on the facility issues,
negotiation process as it related to the original
landfill disposal contract and the sale of the
landfill. And that was where the community met with
the company and came up with basically some rules for
the roads so to speak.

Among those rules, the main issues negotiated were
hours of operation of the landfill, the truck routes
of the trucks using the landfill, cleanliness of
trucks leaving the landfill, cleanup of the litter
blown offsite, the establishment of an advisory
committee, implementation of recycling efforts,
protection of property, the final elevation of the
lateral expansion, and the aesthetics of the landfill.

And the parties agreed that the main routes for
trucks coming and going to the landfill were from I-85
to Highway 8 to Midway Road to Cherokee Road to Beaver
Dam Road to Highway 20 to Big Creek Road. Or from
Anderson Highway 29 North to Broadway School Road, to
Highway 20 to Big Creek Road. From Highway 25,
Highway 247 to Murphy Road to Big Creek Road.

The company was supposed to have placed a toll free
number decal on its trucks where persons could lodge
complaints when they recognized adverse condition or
behavior. The company was supposed to place fencing
necessary around the landfill to control litter
leaving the site. The company was supposed to have
cleaned up litter along the public roads. The county
was supposed to educate the general public about
disposal of trash in general and recycling efforts in
particular. The company was supposed to file with the
appropriate federal agencies for permit or permits to
control the buzzard population which had taken up at
the landfill and to implement control actions as
approved. The company was supposed to in general
promote beautification efforts to minimize the adverse
effects of the landfill. And they were supposed to
set up an advisory committee with the community. And
also, they were supposed to prevent leakage from its
trucks going on to public or private property. Many
of these conditions that were put into place have not
been met. And that has been a very difficult
situation for the community.

We came back with basically a punch list of those
items that needed to be resolved and needed to be
incorporated in the contract going forward with the
landfill. Mr. Greg Smith made a wonderful list and
I’ll read off this to you. The Anderson Regional
Landfill runs 24 hours a day and that’s in violation
of existing agreement. The community said the host
fee should go to the Cheddar community and Belton for
the fire department and other community needs. The
foundation of the Big Creek Road was not correctly
installed due to mud and soft ground during
construction. And the residents want the Big Creek Road to be repaved.

Now those items are under review with SCDOT as we speak. The residents requested no trucks on Murphy Road. An update on that, we've had three or four tanker overturns on that road with spills in the last 18 months. So that is also under review. The Rector Road area had water coming onto private property issues that they wanted to have reviewed. Our county DOT is reviewing that. The intersection of Cannon Bottom Road and Big Creek Road and Mahaffey Road, there's a dangerous sight distance issue there. SCDOT and the county DOT are reviewing those issues as we speak.

The trucks are coming non-stop into the landfill in the community. The smell of the landfill is dreadful. There are Massachusetts tags on trucks and many speeding vehicles. Mr. Smith has had the transport police contacted, so hopefully the weights and the speeds will be resolved there. We need the Sheriff's Department to place a deputy on Big Creek Road from 7:00 AM to 8:00 AM, 3:00 PM to 4:00 PM and 5:00 PM to 6:00 PM due to excessive speeding. It is very dangerous. School students and workers from the steam plant were the main ones it identified.

Since then Duke Power has notified us that the work at the Lee Steam Plant will be complete some time next week and they also contacted the highway patrol to police the area and catch the speeders. Trucks leaving on Rector Road and onto Big Creek Road are running the stop sign and they were wanting some measures put in place to stop that problem.

Trucks coming in after hours of operation at the landfill in violation of the agreement. Neighbors are awakened by loud clanging of trucks dumping all night long. Large amount of truck traffic. They want a list of disciplinary actions for trucks and companies and have some consequences employed there. They wanted the tire wash to be made to work. Apparently it has very rarely worked over there. Surge coming off of the tires when leaving the landfill has been known to bust windshields and all kinds of trouble there. The fuel trucks coming on to Crawford Road, again, those are a serious consideration. And the buzzards and the sea gulls. And they want weights of the trucks at the landfill verified. Transport police are on that. They want the taxes cut on property around the landfill and reassess the property due to the landfill, fuel tanks and steam plant. Mr. Graham will be addressing that shortly and he's working on
that right now.

There's a home -- there's at least two home owners along Big Creek Road that have stated that their foundation is compromised because of the heavy truck traffic and hitting the potholes. We're hoping to have that resolved with the road straightened out. There was also the need of some type of a muffler on the generators or walls around the generators dealing with the methane gas to muffle the loudness. Mr. Smith is addressing that with the landfill company right now. They were also requesting that the landfill and Kinder Morgan contribute money to the fire department as those are volunteer firefighters and they are trained to deal mostly with residential fires, but with the fuel tank farm, the landfill, the sewers, the pipelines, the ethanol facility, the railroad, that is truly a terrorist dream and it's a very dangerous situation. So we need to have our fire departments over there properly trained and equipped.

They also requested that water taps be placed for residences along Compton Road and some of the other areas due to suspected well contamination. It should be noted that years ago there were serious well issues over there and water lines were run to help those residents over there. Also they wanted the litter needs to be picked up every day on Big Creek Road. Mr. Smith is working with the company on that. A lot of litter -- not just people throwing out, but from the trucks, even with tarps, it's blowing out. They want environmental enforcement on Big Creek Road and Broadway School Road more often. They were there all of this past week. They want the landfill to cover the trash with dirt every day and not to use the tarp system. There were also issues with the stench from a product that's being brought into the landfill and DHEC and the company are being worked with to mitigate that problem. They want the host fees to pay for another officer over there and they want speed limit signs and kids at play signs to put in the area. And also guard rails on the road at the creek on Big Creek Road.

The community is developing a committee to better communicate and coordinate these and other efforts, along with the facebook site, to make reports and photos of suspected violations more available.

And now, if I might have Mr. Graham to provide us an update on his efforts. And he has been so wonderful to have over there. Everybody was so grateful to have more people. Thank you.

RAY GRAHAM: Thank you, Ms. Wilson.
TOMMY DUNN: Excuse me, Mr. Graham. If you can, Mr. Harmon has instructed we’re out of time. Can we ask for five more minutes of this to get this through with? Can we get it completed?

KEN WATERS: Make a motion.

TOMMY DUNN: Ms. Wilson makes a motion, second Mr. Waters. All in favor of the motion to extent time five minutes show of hands. Show the motion carries unanimously.

All right. Go ahead, Mr. Graham.

RAY GRAHAM: Thank you, Mr. Chairman. I’ll definitely make this short. The biggest thing, as fellow Council members see, this is a huge list. Realistically speaking, though, if we go down the list, there’s a lot of items that we as a county can control. Ms. Wilson and myself, we have already contacted different divisions within the county to start working on some of these items. Some of them’s just -- honestly it’s just some real quick fixes.

A couple of things in the meeting, one thing they brought up was they wanted their county taxes done away with. Well, we know as a county, we cannot do that. But in the same respect, I heard their plea and Ms. Wilson did, as well. We’ve contacted the assessor’s office and what they’re doing is ensuring that the property values that are placed on the residents in that community has bearing of the fact that they’re right beside a landfill. They’re basically looking at the landfill’s taxes, they’re looking at the vacant lots, the farm land, and those taxes. They’re also looking at the residents where homes are actually -- add on to tracts of land ensuring that they are getting the correct tax base that they should be getting.

A lot of the other things, we do have a transport police scheduled to be coming out there. Captain Barn, if you would, I been communicating with Chief Mitchell on that and also with the code enforcement officer to kind of be in that area, you know, an hour or two a day or something. If you could pass that on, just to make sure at least for a few weeks or whatever until we can kind of get a handle to see where our needs are, maybe see if the code enforcement deputy can maybe just patrol that periodically. We would definitely appreciate that.

But the biggest thing is that they have -- this community has spoken and spoken loudly year after year after year. My mindset is that landfill wasn’t built and wasn’t put there this year. That’s something
that’s been ongoing. But in the same respect if
something that as a county that we can correct, you
know, through our personnel or through something as
simple as putting some sign up, putting a speed bump
on our property; the county actually owns thirty acres
coming out of the landfill. One of the concerns, the
trucks don’t stop coming on to Rector Road. That’s
our property. Put a speed bump. I mean a big truck’s
going to stop then, because that’s going to cause some
jarring if it doesn’t. I mean, that’s a simple fix,
stuff like that. And to me, I mean, it’s just a
matter of us kind of being diligent as far as going
through this list and seeing what we can correct.
We’re not going to remove the landfill, but we can
make it a better community for some of these items
that they brought to the concern.
Ms. Wilson, thank you for allowing me to attend
that meeting with you. And I’ll definitely look
forward to trying to get some of this situated.
CINDY WILSON: Bottom line, this trash
business is not out of sight for that community. It
may be out of mind for a lot of us living elsewhere,
but it does have a cost monetarily and
environmentally, and I really appreciate everybody on
Council trying to work together to make things a
little better for those folks. Thank you.
TOMMY DUNN: Thank you, Ms. Wilson.
Moving on to Report from The Public Safety Health
and Human Services Committee. Mr. Graham. Chairman
Graham. It’s the report from the February 1st
meeting.
RAY GRAHAM: Thank you, Mr. Chairman.
This is basically just to update as far as some of
the items that we’ve discussed at Public Safety. One
of them, the Sheriff’s Department, everybody should
have it in their agenda package, just an update on the
National Institute of Corrections Study. We are
moving forward with that. It’s been kind of a slow
start as far on that, but hopefully that’s starting to
pick up and we’re going to get some actions in place
with that as that committee moves forward.
As far as Pelzer Rescue Squad, they brought forth
a proposal to EMS Director Steve Kelly and myself
about possibly placing an ambulance in place at Three
and Twenty where we have been housing a QRV for the
same price that it would cost us to operate the QRV.
And looking at this proposal with Mr. Kelly and Ms.
Rita, we basically determined that it’s kind of a no-
brainer. I mean we’re getting a bigger bang for the
buck with the ambulance that’s capable of offering
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full service for that twelve hour period for the same
cost that we’d be offering a QRV. We brought forth
this in the form of a motion at Public Safety. It was
passed a hundred percent.
At this time, Mr. Chairman, I’d like to bring that
forth from Public Safety that we approve allowing
Pelzer Rescue Squad to have that contract for the
remainder of this budget year for basically the same
cost that we’re operating the QRV.
TOMMY DUNN: We have a motion coming
from the Public Safety committee doesn’t need a
second. Are there any discussion? Yes, ma’am.
GRACIE FLOYD: Would you please repeat the
motion?
RAY GRAHAM: The motion would be --
we’re currently paying for a QRV through county funds,
through the EMS budget. Pelzer Rescue Squad has
brought forth a proposal that they would place an
ambulance in -- and that’s actually located at Three
and Twenty Fire Department -- and basically that we
place an ambulance in that place of the QRV. The
county would be saving the money of the operations of
the QRV and giving that money to Pelzer Rescue Squad
for a full time ambulance for the twelve hours a
shift.
TOMMY DUNN: And that will be at ---
RAY GRAHAM: Three and Twenty.
TOMMY DUNN: Three and Twenty sub
station in Slabtown.
RAY GRAHAM: Yes. The call volume in
that area has drastically increased due to the growth
in that community and we -- the Public Safety brings
that in the form of a motion due to hopefully bringing
them back in compliance.
TOMMY DUNN: This area has been long
needed and when Mr. Kelly took that job, he done a
study and seen it could be justified, which we already
pretty much knew that. And it’s no thing. Bottom
line is, no doubt ambulance is better, in my opinion,
best thing for it. But a QRV is better than nothing.
So we’ve got a chance to get an ambulance here for the
short -- for the remainder of the contract things is a
pretty good no-brainer. Anybody else have anything?
GRACIE FLOYD: Can we ask questions?
TOMMY DUNN: Yes, ma’am.
GRACIE FLOYD: Where is this -- I can’t
get a -- what area is this?
TOMMY DUNN: If you go up -- be District
4 and District 6 area. It’s -- you go up Liberty
Highway and turn right on Highway 88. It’s out that
way in the Slabtown community. You remember, Ms. Floyd, the -- several years ago they put the -- can't think of the name of the road, Mr. Waters would know, but they put the landfill up there. We had that big discussion about the landfill. It's Hamlin Road. It's in that area before you get in there. Be backing up Pendleton.

GRACIE FLOYD: How many QRVs do we have? I thought we only had one over in Pendleton.

TOMMY DUNN: No, ma'am.

GRACIE FLOYD: Excuse me, Ebenezer.

TOMMY DUNN: We had one in Ebenezer and we had one in Williford. And they been -- they switched -- they have since been switched out to ambulances. The only QRV we have now active is the one in Slabtown.

GRACIE FLOYD: Ebenezer doesn't have one any more?

TOMMY DUNN: No, ma’am. They got an ambulance down there.

RAY GRAHAM: Ms. Floyd, we actually --

GRACIE FLOYD: I understand the question, I understand. Thank you.

TOMMY DUNN: Yes, ma’am. Anybody else have anything? Go ahead, Mr. Waters.

KEN WATERS: This is a good thing. I'm very surprised. This kind of -- it’s kind of like a Christmas present. You know, this is something that’s moving forward. That area is very busy. They have quite a number of calls. And I’m excited about this because the West Pelzer actually put forth an effort to do something and that’s what we look for from these EMS.

TOMMY DUNN: Well, this is what it’s all about, in my opinion what EMS -- our local thing, but it’s community driven.

KEN WATERS: Yeah.

TOMMY DUNN: This is that. But not only is that area growing in call volume, but it puts another ambulance on the street for when Mr. Kelly and the county gets the system working like it’s supposed to, to move around and rotate to back one up when one’s on call and everything.

KEN WATERS: That’s right.

TOMMY DUNN: I think it’s an excellent thing.

KEN WATERS: I’m very excited about this. I wasn’t expecting it and I really appreciate West Pelzer for putting forth that effort. Thank you,
sir.

TOMMY DUNN: Pelzer.

KEN WATERS: I'm sorry. Pelzer.

TOMMY DUNN: Talking about West Pelzer Fire Department. Yeah. That could be fighting words in some places.

KEN WATERS: I don't think nobody was here to hear that.

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

Anything else, Mr. Chairman?

RAY GRAHAM: No, Mr. Chairman, that's it.

TOMMY DUNN: Moving on Item number 12, Report from the Planning and Public Works Committee meeting held on February the 1st. Ms. Wilson.

CINDY WILSON: Thank you, Mr. Chairman.

The first item for our committee’s consideration was the pavement management presentation by Mr. Steve Lander, PE of the Kercher Group from Raleigh, North Carolina, who was introduced by Mr. Holt Hopkins. It is the desire of our Roads and Bridges Department to have a more scientific evaluation and analysis of the county’s road system to better plan and prioritize road care for our county. It is believed that the methods used by this group would create a more sustainable county road map with analytics using up-to-date data providing goals, policies, intelligent decisions based on a business process review, project selection, performance measures all resulting in a more cost effective management. This company would provide the software and software training and consulting engineering to the county. The cost for this service in the first year would be approximately half a million dollars and would not include the municipalities. We expressed that the municipalities should be invited to participate if the county chooses to engage this group. Mr. Hopkins stated that the Roads and Bridges Department has the funds to pay for the service as many personnel vacancies remain unfilled in his department. Our committee voted in support of the proposal as presented but pending a review of the written proposal. At the start of our Finance Committee meeting yesterday we were advised that an expense of this magnitude would require to be bid out. And since that time each of us has at our seat the written proposal and we are expecting a little more information. I don’t know how y'all want
to handle that. I do think it would be appropriate
for us to read it and maybe vote the next time.

TOMMY DUNN: Yes, ma’am. I think we
need some time to study this.

CINDY WILSON: All right. And then -- we
then voted to go into Executive Session to receive
legal advice and updated discussion with respect to
the county’s solid waste disposal contract. Much of
the concerns expressed in the original FIN agreement
would be expected to be incorporated in a new contract
with the landfill. Mr. Harmon, Mr. Smith, and others
are working on the contract and related issues. We
anticipate that the community and our county tax
payers will be encouraged by the progress on this
important matter.

And I want to thank everyone again, for working so
hard on this issue. And thank you, Mr. Graham, it’s
been so nice to have, you know, other Council members
present, too. Do any of our committee members have
anything else to add at this time? And that is our
report from the Planning and Public Works Committee.

TOMMY DUNN: Thank you for all y’all’s
work. If there’s no objections, can we take about a
five minute break?

(BREAK 7:10 PM to 7:15 PM)

Call the meeting back into
order. And at this time we’ll move on to Item number
13, Report from the Finance Committee meeting held
February the 5th. At this time, Chairman Waters.

KEN WATERS: Does she want to step up?

The majority all except for one item was passed by the
Finance Committee unanimously except one thing.
Everything passed but we have one item that it’ll be
on the latter part of it so we’ll explain that. Ms.
Davis, you want to hit it?

RITA DAVIS: Yes, sir. The first item,
we’re requesting permission to purchase ten 2018 Dodge
Chargers for the Sheriff’s office. That’s off a state
contract, Performance Automotive, three hundred and
six thousand three hundred. And that is coming out of
the one point nine that was originally budgeted for
the Sheriff’s office.

TOMMY DUNN: Coming from the Finance
Committee doesn’t need a second. Are any discussion
or questions? Hearing and seeing none, all in favor
of the motion show of hands. All opposed like sign.
Show the motion carries unanimously.

Moving on to Item (b).

RITA DAVIS: Yes, sir. Requesting
permission to purchase 26 tablet Computers for the
Sheriff’s department patrol cars. It’s coming from
Control PC. It’s a sole source purchase because
they’re the only manufacturer of these ultra rugged
advanced mobile data terminals. They only sell to
First Responders. This, too, will be coming out of
the one point nine that was set aside for Sheriff’s
vehicles and upfit.

TOMMY DUNN: Any question? Coming from
Finance Committee, again, doesn’t need a second. Any
comments or questions? All in favor of the motion
show of hands. All opposed like sign. Show the
motion carries unanimously.

Moving on to Item number (c).

RITA DAVIS: Yes, sir. We’re asking
permission to buy an aligner machine with a cabinet
for the fleet services. It’s coming out of our left
over lease money, twenty-nine thousand one thirteen
ninety-two. And it, too, is sole source from Mohawk
Resources LTP.

TOMMY DUNN: This is a replacement item
coming out of their thing. I think the one they got
is over twenty-five years old and having a hard time
going parts for it. This is coming from Finance
Committee meeting. It doesn’t need a second. Are
there any questions or comments? All in favor of the
motion show of hands. All opposed like sign. Show the
motion carries unanimously.

Moving on to Item number (d), 3(d), Ms. Davis.

RITA DAVIS: Yes, sir. We’re asking to
purchase three Juniper Switches. This is so that they
can be CJIS compliant. It closes the loop between the
EOC towers 3 and dispatch so that the transfer of data
between those three locations is secure. It will be
paid for from a combination of LEMPG grant funds and
E911 tariff funds.

TOMMY DUNN: Coming from Finance
Committee doesn’t need a second. Just like to -- Mr.
Graham I think has a comment.

RAY GRAHAM: Sorry, had to get my
microphone on. Yes, Mr. Chairman. We -- Mr. Pressly,
just for your input earlier, I personally thank you
for that. But we are going to look into that and see
what does this entail. My recommendation is we move
forward with it tonight, but I mean we’re definitely
going to shop and see if we can get this switch
cheaper.

TOMMY DUNN: All what the reason is, why
it’s this way.

RAY GRAHAM: I honestly -- I know it’s
got several items out beside this and I’m not sure if
what you’re looking at has got those same items. But
I mean, we’ll definitely compare apples to apples, if
we can get it cheaper. Again, we appreciate that
input.

TOMMY DUNN: And not to throw nobody
under the bus, but this comes out of the Sheriff’s
Department. People, radio people and all, IT people
were looking at doing this and we’re going to, like
Mr. Graham said, make sure it’s apples to apples.
Make sure there’s no installation involved or what

CINDY WILSON: Thank you. I was going to
ask if we could check into it further. And we do have
some great citizens.

TOMMY DUNN: Well, the fact is, Mr.
Graham has already started during this meeting
checking into it.

TOM ALLEN: Mr. Chair.

TOMMY DUNN: Mr. Allen and then Ms.
Floyd.

TOM ALLEN: Yes, thank you. I’m glad
you brought that up because I was going to do it, too.
And I know a place I worked before, we were buying
computers on a five year contract. We’re paying three
thousand dollars for them. And on that fifth year
they were selling for a thousand out in the open
market. But we had to go with the state contract. So
we definitely need to look at this. And we may end up
with this, but maybe, I think we can do better.

TOMMY DUNN: Well, the thing is, make
sure it’s apples to apples. Ain’t a reason for this.
That’s the thing what is. Ms. Floyd.

GRACIE FLOYD: I, too, was very interested
in what Mr. Pressly had to say. It seems as if,
though, however, that somebody, now what’s that word
due diligent, would have looked at that before and
have known that. And I don’t like the idea of well,
let’s just go ahead and buy the five dollar one and
we’ll look at the one dollar one later. Could this be
put aside till the next meeting, maybe?

TOMMY DUNN: Well, I think we can do it
now with the caveat that they going to look and see if
it can be bought cheaper; it will be bought. We need
to make sure of all, in my opinion, that it’s
apples with apples. Make sure this ain’t no thing or
whatnot. But we are not going to pay that if it can
be bought cheaper. Is that to everybody’s ---

GRACIE FLOYD: I don’t understand. What
you’re saying is that we’re going to just approve it,
but we’re not going to buy it until we actually look at the other cost of it?

TOMMY DUNN: That’s right. That’s right.

GRACIE FLOYD: Okay. All right. So what we’re doing tonight is just going ahead and clearing the way to buy something? We’re not going to go ahead and buy that most expensive one right now.

TOMMY DUNN: I’ll make a motion here in a moment. I’ll make an amendment to this to clarify.

GRACIE FLOYD: Okay. Thank you.

TOMMY DUNN: Any more discussion? I’ll make an amendment to the motion that the Sheriff’s Department checks and makes sure, compares apples with apples, make sure it’s comparing and if they can get this cheaper, let’s buy it cheaper. Let’s make sure it’s the same thing what they want to and it’s got all the things. And if it does get the one less expensive. But if it’s not -- for some reason, it’s not what they was wanting or what they specked out, or the installation is not included or whatnot, then they go ahead with this. We’re approving this money but it could be lower. That’s my motion. I hope I cleared things up.

RAY GRAHAM: Second that.

TOMMY DUNN: Second Mr. Graham. Now, any discussion on that? We have to vote on the amendment. Show of hands. Amendment is unanimous. Now we vote on the main motion. All in favor. Vote is unanimous.

Now going on to Item number (e), a backup solution. Ms. Davis.

RITA DAVIS: Yes, sir. If you don’t mind, we’re going to table this. Mr. Carroll needs to bid this out, we have found out. So we’re going to skip over that at this time.

TOMMY DUNN: Item number (e) will be pulled to a later date with more things.

RITA DAVIS: That’s correct.

TOMMY DUNN: Okay. Moving on to the next item, Ms. Davis.

RITA DAVIS: Yes, sir. You have before you the State Homeland Security Program. There’s two grants, one from your SWAT team, one from the Haz-Mat team. It was approved unanimously by the Finance Committee. You’ll see that there’s capital involved. There are chemical protective ensembles, air purifying respirators, and breathing apparatuses. Also, that’s on the SWAT side. On the Haz-Mat side, they have wireless remote detectors for the gases and chemicals
that may be -- they may encounter. And also a host
computer and wireless modem that supports that
equipment. There is no match. It also includes five
thousand for exercise support. And these items -- all
these items are on the Homeland Security list that we
have to have and it’s fully paid for by grant funding.
In other words, the state was recommending that we buy
these items.

TOMMY DUNN: Coming from the Finance
Committee again doesn’t need a second. Are there any
questions or comments, discussion? Hearing none, all
in favor of the motion show of hands. All opposed
like sign. Show the motion carries unanimously.

Moving on to Item number 5, radio fees.

RITA DAVIS: Yes, sir. This is -- we’re
requesting permission to turn on up to thirty-five
radios. This would allow for us to pay the forty-one
dollar monthly fee. That is, if it’s necessary. Mr.
Mark Williamson, the CFO at the Sheriff’s office, is
working closely with Mr. Hawkins. They’re doing a
complete physical inventory of all of our mobile
radios throughout the county. They’re hoping to have
that done no later than April 1st. I think the
Finance Committee tasked them to expedite that; let’s
get this done. We feel like some of those are going
to be turned off. Therefore, we may or may not need
any of these turned on. So we know we’ve got the ten
cars that you just approved. Ten of these radios will
be in these new cars. But you’re turning one off and
the other one on. So this is just seeking permission
so we don’t have any down time, especially in those
ten vehicles that we’re purchasing because we’re
going to the critical stage for our deputies to
having vehicles. So this is just a communication, so
it’ll be ready to go once the vehicles are on site.
It will be paid for by the E911 tariff funds.

TOMMY DUNN: Any discussion or
questions? Coming from Finance Committee, again,
doesn’t need a second. All in favor of the motion
show of hands. All opposed like sign. Show the
motion carries unanimously.

Before we move on, get into some of the
supplemental budget, we got some special people here
tonight. Guest people that represent us on the
airport commission. I’d like to recognize them.
Chairman, I believe Mr. Don Acevedo, Dr. Tomlinson and
Ms. Watkins. We appreciate having y’all here tonight.
Welcome y’all and thank you for coming. Thank y’all
for what y’all do at the -- service to the county by
being our airport advisory board. Ms. Davis.

TOMMY DUNN: Let me, if we can, as we go through these, if I’m not mistaken, y’all correct me if I’m wrong. I wasn’t at the Finance Committee meeting. But I believe the Finance Committee voted to pull this up, Items 1 through 7, take two out and vote on it separate, is that not -- I’m asking. Is that not correct?

KEN WATERS: Correct.

TOMMY DUNN: So, Ms. Davis, what I’m saying is, when you go through this, go through 1, 3, 4, 5, 6, and 7. That’ll be voted on and we’ll come back to 2.

GRACIE FLOYD: Mr. Chairman, you’ve lost me. I don’t know what you’re talking about. This is the only thing that I’ve gotten. What are we -- is there something else we’re supposed to have?

TOMMY DUNN: The supplemental budget should be in your book.

GRACIE FLOYD: Well, this is what I’ve got.

TOMMY DUNN: That’s it. That’s it.

GRACIE FLOYD: Okay. But what are you talking about 1 through 7?

TOMMY DUNN: This is the things they’re going to have, the list -- the list right here what you go. I just got them numbered. And the airport terminal -- this was the recommendation from the Finance Committee to pull this out and vote on it separate versus those things in that thing.

GRACIE FLOYD: Okay. Now I went through this last -- yesterday some time. But does everyone have what you have there?

TOMMY DUNN: I doubt it. It’s just mine. I made it. But you’re welcome to it.

GRACIE FLOYD: Well, no.

TOMMY DUNN: You got another one of these, Miss Lacey?

GRACIE FLOYD: It’d be nice if we all had one.

KEN WATERS: She can have mine. I’ve got one I left in the car. You can have -- if you don’t mind my doodling on it.

TOMMY DUNN: I call it my cheat sheet to help me keep up with notes about what -- making things. That’s all it is. Y’all got the same thing, I just got some -- I’m sorry -- just got some things to help it up.

GRACIE FLOYD: Okay. But Mr. Chairman.
TOMMY DUNN: Yes, ma’am.
GRACIE FLOYD: Could we start getting everything that you have so we can keep up, too?
TOMMY DUNN: Yes, ma’am. I got no problem with that.
GRACIE FLOYD: We’re not Chairmans, but gosh, what you have ---
TOMMY DUNN: This is just something I asked for to help me through and I’ll be more than glad if they want to give it to anybody. I asked for this in my thing. I’m a little slow and I have to have this to help me keep up.
GRACIE FLOYD: Does anybody else have one?
KEN WATERS: I got one at the Finance Committee meeting.
TOMMY DUNN: She’s got the same thing you’ve got, Ms. Wilson. Only one that got this is me and Mr. Waters.
Now, getting back where we at. We’re on the same page. Talking about everything but the airport terminal. That’s separate.
RITA DAVIS: Yes, sir.
TOMMY DUNN: Okay. Go ahead.
RITA DAVIS: Okay. I would want to point out that laying at your desk for the four members who aren’t members of the Finance Committee, we are talking about the one that has the yellow highlight on it that was laying at your desk when you came in today. Not the one that was in your agenda packet. Basically the same thing, but there’s just a few yellow highlighted items that was explained at the Finance Committee. Thank you.
GRACIE FLOYD: Will you go over ---
TOMMY DUNN: She’s going over it. She’s going to explain it.
GRACIE FLOYD: Will you explain these things to us who were not at the Finance Committee?
TOMMY DUNN: Yeah. That’s what she’s fixing to do. She’s going to go over them.
RITA DAVIS: Yes, ma’am. This one that was laying at your table.
GRACIE FLOYD: You will explain those?
RITA DAVIS: Yes, ma’am.
GRACIE FLOYD: Okay. Good.
RITA DAVIS: Most definitely. Let me just start by saying that the fiscal year ended June 30, 2017 in the general fund. It was a very good year. And so, it finished the year about three point two million to the good. Basically that was because of salaries and associated fringe benefits. Keep in
mind, salaries and fringes are about sixty-five to seventy percent of our entire budget. Anyway. But due to vacancies we finished the year really good. So two point seven million of that the Administrator is recommending these items for supplemental budget appropriations that we need. The first item is building demolition. We originally budgeted fifty thousand, asking sixteen thousand be added to it so that Mr. Newton can finish up the neighborhood improvement program. This is costs that is not covered under the grant.

The next item is legal. We’re asking a hundred and twenty-five thousand be added to that account for a total of two forty-seven two fifty. The next item is ---

TOMMY DUNN: Wait a minute Ms. Davis. Think Ms. Floyd’s got a question.

GRACIE FLOYD: Yes, I do. I asked the same question yesterday. I know this is a supplementary ordinance and this is when you go back during half of the year and you put more money into different budget items here. But I’d like to know why, because we sat down and we did the budget.

RITA DAVIS: Yes, ma’am.

GRACIE FLOYD: And we did -- we had all of our stuff together and we made the budget and now we’re coming back. Now when I asked the question yesterday I really forgot what I was told, but could you tell me why it went from a hundred and twenty-two thousand two hundred and fifty dollars to two hundred and forty-seven? Did we sue somebody or did somebody sue us?

RITA DAVIS: No. No, ma’am. That was basically me gambling that we were going to not have to spend as much in legal and we did. I started to ask Council to do two fifty, but we were trying to balance the budget and I was hoping that we could get by with about a hundred and twenty-five thousand. But unfortunately we need -- and we spend that about every year. But we were just gambling that hopefully we wouldn’t have to this year. But unfortunately we’re going to have to, it looks like.

GRACIE FLOYD: So you’re saying that nothing really happened to increase those costs that much over the year?

RITA DAVIS: No, ma’am. Not really. It’s just normal ordinary legal. And I’ll know next year not to -- to make sure that we budget about two fifty.

GRACIE FLOYD: Was it about two fifty last
year?

RITA DAVIS: Yes, ma'am.
GRACIE FLOYD: Thank you.
RITA DAVIS: Yes, ma'am. And the building demolition is because we took that money out of that account first of the year to demolish those mobile homes in Homeland Park area because Steve Newton didn’t think he’d need it. Now he realizes he does. And he originally asked for that.

The next item is part time salaries. Dr. Sanders says that she needs about ten thousand to get her through June 30. That’s because she’s not getting inmates and she needs to have the cages clean before she opens up to the public every morning.

The next item is medical supplies. She needs about sixty thousand in medical supplies. To her defense, she asked for two hundred and ten thousand at budget time, and again, we were just trying to balance the budget and cut her to the bare bone and this would get her up to about what she asked for. She’s doing more surgeries than ever out there.

The next item is twenty-five thousand transferring it out to the grant fund; that’s a grant match.

The next item is transferring out a million dollars to the airport. That’s so that the runway rehabilitation -- Council previously voted to make it a hundred and fifty feet versus a hundred so that -- that’s what we have currently. We want to pave and rehab that. And in order to do that the FAA wouldn’t cover that additional fifty feet so we need this one million dollars. Sir, that’s the first six item.

GRACIE FLOYD: Excuse me. Excuse me. I know that most of the money, I think, for the airport was because of a grant.
RITA DAVIS: FAA and state money.
GRACIE FLOYD: Okay, whatever. But you said that this one million dollars is not a grant and this money’s coming from ---
RITA DAVIS: The general fund. Yes, ma’am.
GRACIE FLOYD: And that’s to keep the airport runway at a hundred and fifty feet instead of the one hundred that they want to cut it back.
RITA DAVIS: Correct. Yes, ma’am.
Council has already voted on that bid, voted to do that and this will get the money there so that we can accomplish that in conjunction with the FAA and state aeronautics grant. Yes, ma’am. And so, we’re skipping over the next item. And I just wanted to bring your attention, the rest of page 1 is just
governmental accounting in and out. There’s nothing new down there. What I just described to you, those first six items, money coming out of the general fund. The remainder of page 1 is money going into those funds to accomplish the objectives that Council wants to do. That’s all the supplemental.

TOMMY DUNN: Coming from the Finance Committee meeting it don’t need a second. So now we’ll have discussion and Ms. Floyd, you got the floor. And then Ms. Wilson.

GRACIE FLOYD: Thank you. Tell me about, anyway, about the transfer out capital project that went from six hundred and fifty thousand to two million one hundred and twenty-five. Tell me about that one.

RITA DAVIS: Well, that’s the one we’re skipping over right now, ma’am. On page 2, we’re not talking about that at the current time. We’re just talking about the first six items. You skip over the seventh item and all the rest of page 1 ---

GRACIE FLOYD: Got it.

RITA DAVIS: --- is what you’ll be voting on.

GRACIE FLOYD: Got it. Okay. Good.

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: Thank you, Mr. Chairman. I was the one who objected to considering that with the entire supplemental budget. I’m withdrawing my objection right now, because I’ve been assured by several Council members we will have money for funding for paving next year and that was my concern -- that if we didn’t have money for paving, that would be quite bad. So my objection has been withdrawn. Thank you.

TOMMY DUNN: Any more discussion on items -- first items Ms. Davis talked about? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on, Ms. Davis, to the airport terminal.

RITA DAVIS: Yes, sir. That would be the seventh item that you see on your sheet under general fund appropriations. Asking Council to approve basically up to one point five million. You see on your sheet it’s one million four seventy-five three hundred. And that would be matched two million that we have in grant funds coming from the federal and the state sources. So you have two million in grant funds, up to about one point five from the general fund for a total -- keep in mind, though, the bids don’t come in until March 1st, so we’re trying to
get our ducks in a row, if you will, so that we can be
ready to do the terminal when the bids are received.

TOMMY DUNN: And keep in mind, fellow
Council members, if we don’t get this grant money from
the state and federal money like we anticipate we
won’t be spending this money. Does that make sense?
We’ll have to come back and look at something else.

But again, coming from the Finance Committee
doesn’t need a second. So open the floor for
discussion. Any more discussion or questions for Ms.
Davis or Mr. Burns. All in favor of the motion show
of hands. All opposed like sign. Show the motion
carries unanimously. And keep in mind, this is the
first reading. We have two more readings on these
things. Thank you, Ms. Davis. Thank you, Mr.
Chairman. Anything else?

KEN WATERS: That’s all.
RITA DAVIS: Transfers, sir.
KEN WATERS: Transfers.
TOMMY DUNN: Transfers. There is
something else. See, between both of y’all and you’re
letting me fail. You want to hit that?
RITA DAVIS: Yes, sir. Three quick
transfers. Just eighteen dollars in the museum.
Thirty thousand to professional services in the
Sheriff’s support services department for the housing
and the feeding of the horses that were seized
awaiting for the court case disposition. And lastly
that four point -- four million eight hundred fifty-
four thousand five hundred, that’s just taking it from
one object code to another. That’s all that’s doing.
That’s it, sir. Just three.
TOMMY DUNN: Coming from the Finance
Committee it doesn’t need a second. Open the floor up
for discussion.
GRACIE FLOYD: Mr. Chair.
TOMMY DUNN: Ms. Floyd.
GRACIE FLOYD: Thank you. I had several
questions about the transfers.
TOMMY DUNN: Yes, ma’am.
GRACIE FLOYD: Number 1, here’s one that
we had because something happened to the printers and
they need to replace toners and cartridges for
imaging. But -- and they transferred money from
training to supplies. Ma’am?
TOMMY DUNN: That’s in the
Administrator’s report. We can bring that up in just
a little bit. That’s not in -- these are the only
transfers that we have, Ms. Floyd, from the Finance
Committee, is those three right there. And that’s
just a housekeeping thing about money. This was --
the museum asked for that seventeen dollars and the
Sheriff needs this thirty thousand.

GRACIE FLOYD: I don’t have that.
TOMMY DUNN: It’s on that sheet there
you got. It just ain’t broken down. Yes, ma’am.
GRACIE FLOYD: Where? See, yours is
written out where it says transfers. Mine’s not like
that.

TOMMY DUNN: No, it’s not. But it
should be -- transfer in general fund. See that’s
that and that’s that.
GRACIE FLOYD: Yours is all broken down,
mine is just one lump sum. But I will take this for
now, but the next time, break mine down, too. Okay.
Good. Thank you.

TOMMY DUNN: Open the floor back up for
discussion. Mr. Harmon, and I’m going to ask this. I
think I know the answer, but I’m going to ask anyway.
This -- is there anything at all the Council can do
when these court cases come up and we have to house
different animals and we’re footed with the bill? I
mean, you know, somebody -- and I ain’t talking about
just these horses. I mean we went through this on
dogs, cats, puppy mills, like this. And you know,
sometimes, the court does -- they’re working
themselves so hard it might be a year before they get
to some of this stuff.

LEON HARMON: The court does have
backlogs. I’m not sure there’s a whole lot we can do
about that, but certainly -- and I have done this on
some of these cases, I’ve worked with the clerk to see
if they can work a little bit faster.

TOMMY DUNN: I know you have and the
clerk’s been real good. Is there anything we can --
and I know -- anything we can think about maybe trying
to get some help from our friends down in Columbia
about something another. I mean we ought to be able
to get some restitution back for the taxpayers of
Anderson County on some of this stuff. I mean if
they’re found guilty.

LEON HARMON: Yes. But here again, we’re
trying to get restitution from those individuals who
weren’t taking care of the animals in the first place
and a lot of time there’s -- I mean we could ---
TOMMY DUNN: I know what you’re trying
to say. Might not have nothing. You know how the old
saying goes, you can’t get blood out of a turnip. I
told a man that one time and he said, yeah, but I’ll
get the turnip. So it’s just something to think
about. I’m just saying this thing, some of this stuff is a little frustrating because we’ve been through this with these dog cases and dog cases and sometimes it’s the same people you’re dealing with. We do this on horses and it’s expensive. And I want to take care of these animals, don’t get me wrong, but I just think if these people were to have to pay up some it might make things a little bit different.

LEON HARMON: Well, what we try to do, Mr. Chairman, is actually get control of the animals as quickly as we can ---

TOMMY DUNN: And we should.

LEON HARMON: --- so that we can put them to auction or dispose of the animals in some other way by finding appropriate homes for the animals. I don’t mean just to get rid of the animals.

TOMMY DUNN: A good home.

LEON HARMON: To get a good home for those animals. And so the quicker we can make that happen, of course, the less expense we will have in housing the animals until that occurs.

TOMMY DUNN: Thank you.

CINDY WILSON: Mr. Chairman, may I?

TOMMY DUNN: Yes, ma’am, Ms. Wilson.

CINDY WILSON: One of the issues is that when we seize the animals, and it goes to court and of course we have to hold them and expend the money to get them healthy and all, but if we can come up with some kind of dispersal ordinance on particularly the large animals where once they’ve gone through court they can be turned over to a rescue immediately, then the final outcome for those animals would be far better.

For example on the horses, it ended up we had three auctions scheduled for the first batch that came in and every time there was an appeal. There were different people in the community who had lined up people to take those animals that would have given them a good home. Well, you go six, eight months later and those people were no longer available or they had already found something else.

The other issue is prior to, I guess about the middle of 2016, we had a good arrangement where the Sheriff’s animal control people would call a rescue down in Greenwood County that we helped to fund. And we also -- other organizations funded them. They would go pick up the animals, get them through triage and all. They were successful in getting those animals relinquished and not having to go through court.
But something changed in mid-2016, so now we’re having to deal with it in this manner. And it’s very costly and may not have the final outcome that’s best for those animals. We need to look at an ordinance to turn them over to appropriate rescues. And I think we can work on that. And I’ve got a call into Chairman Edda Cammick over in Oconee County. She was telling different groups that they have a different procedure and maybe we can see what they’re doing to help mitigate the expense and have better outcomes.

Leon Harmon: Yes, ma’am. Ms. Wilson, I’ll be glad to look into that.

Cindy Wilson: Thank you.

Tommy Dunn: Thank y’all.

Gracie Floyd: I’m going to abstain.

Tommy Dunn: All opposed and all abstentions. Show in favor, Mr. Water, Mr. Allen, Mr. Dunn, Mr. Graham, Mr. Wooten, Ms. Wilson; and Ms. Floyd abstains.

Gracie Floyd: Would you please state the reason why I’m abstaining? Or may I say it?

Tommy Dunn: You can say it. You can speak for ---

Gracie Floyd: I’m going to abstain because I don’t have the information where the transfers are coming from. All I have is a total. I don’t have it listed if it’s here, here, here. And I want to see that. Thank you.

Tommy Dunn: Thank you, Ms. Floyd.

Moving on now to appointments. I don’t have no list. Does anybody have any appointments? Anything come up?

Requests by council members. Mr. Waters.

Ken Waters: I do. I have -- I’d like to appropriate two thousand dollars from the District 6 rec fund to Wren Youth, and I bring that in the form of a motion.

Tommy Dunn: Have a motion Mr. Waters, have a second? Second Ms. Wilson. Any discussion?

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

Anything else, Mr. Waters?

Ken Waters: That’s all I have. Thank you.

Tommy Dunn: Mr. Allen.

Tom Allen: Yes. From my recreation funds I’d like to do take six hundred dollars out for the ACTC Student Radio situation and from my
recreation account. And I put that in the form of a motion.

KEN WATERS: Second.
TOMMY DUNN: We have a motion from Mr. Allen. Second by Ms. Wilson.
TOM ALLEN: It’s a Tech school out in Williamston. Yeah, I’m sorry.
TOMMY DUNN: Any more discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Anything else?
TOM ALLEN: That’s all I had.
TOMMY DUNN: Ms. Floyd?
GRACIE FLOYD: Three years ago I appropriated seventy thousand dollars to the city of Anderson for their paving. As of this date, the city has not used those funds yet, and I want to recall it to put it back in District 2’s paving account. And I put that in the form of a motion.
TOMMY DUNN: Ms. Floyd’s got a motion, we have a second?
TOM ALLEN: Second.
TOMMY DUNN: Second Mr. Allen. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Ms. Floyd, anything else?
GRACIE FLOYD: No, that’s all I have. Thank you.
TOMMY DUNN: Mr. Graham?
RAY GRAHAM: I’d like to appropriate three hundred dollars to the ACTC Student Radio.
TOMMY DUNN: We have a motion Mr. Graham. We have a second? Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Anything else, Mr. Graham?
RAY GRAHAM: That’ll be it.
TOMMY DUNN: Mr. Wooten?
CRAIG WOOTEN: I’ll appropriate two hundred fifty dollars to the ACTC Student Radio from District 1 rec account.
TOMMY DUNN: Have a second? Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Ms. Wilson?
CINDY WILSON: District 7 would like to appropriate two hundred to the ACTC Student Radio trip.
TOMMY DUNN: Ms. Wilson makes a motion, we have a second?
TOM ALLEN: Second.

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

I’d like to also appropriate two hundred and fifty dollars out of District 5’s rec account to the ACTC Student Radio. Put that in the form of a motion.

CINDY WILSON: Second.

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

Moving on to Item number 16, Administrator’s Report.

RUSTY BURNS: Mr. Chairman, I have nothing, but I believe Ms. Floyd has a few questions.

GRACIE FLOYD: I do. May I ask?

TOMMY DUNN: Yes, ma’am.

GRACIE FLOYD: I’m concerned about the transfers. Usually I’m not, but have one or two in here that I think that we need to be cognizant of.

And that was -- one of the ones is that it says in the reason for the transfer, it says due to the expiration date of the discount coupon, family illnesses and a death in the family there was not an opportunity to submit a transfer prior to purchase. I don’t like that. I think that we need to stay away from that.

In other words, we didn’t have time to get this work done up because we had a family death and we had illnesses in the family. But every department has more than one person. And in each department it shouldn’t be where one person stops the show. Or one person is relied upon to do everything.

This particular one was purchased before Council had a chance to vote on it. And I don’t think that we should allow that to go on like that. If they waited too late for the expiration date on the coupons to expire or somebody got sick or a death, there should be somebody else in that office who can carry on while that person ... That was one of the ones.

And I had another one here. Some time ago we were talking about transfers and we came up with the fact that at the end of the year we talk about how much insurance we have to pay for each employer and how much it costs us and how it goes up every year. But yet at the end of the year during that time people were robbing the employment benefits and health insurance accounts and transferring it to the other place. And at that time we said we were going to stop
that. We were not going to do that, allow that to happen. If insurance is that high, and we know how important it is, whatever is left in there should stay in there to carry over to the next year. But ten thousand dollars was taken out of that fund to put somewhere else. I don’t -- District 2 just doesn’t approve of that.

That was the only two. The others were explained and they had pretty good explanations to them, except for the one where the office has three LexMark printers and it required toners, and cartridges for imaging. Well, I just felt like that should have been placed in the budget. The money for that should have been in the budget because you know you’re going to have problems with your machine. You know you’re going to need equipment or whatever you want to call it, supplies for your machine. So my thing was, why wasn’t it put in the budget to begin with. They took it out of training. It seems that we need to keep what we can do in training so we can keep up with what’s going on in this world.

And I thank you, Mr. Chairman.

TOMMY DUNN: Thank you, Ms. Floyd.

Moving on to Citizens Comments. Mr. Harmon calls your name, please restate your name and district. You got three minutes and address the Chair, please. Mr. Harmon.

LEON HARMON: Mr. Chairman, first speaker is Frank Pressly.

FRANK PRESSLY: Frank Pressly, District 2. Mr. Chairman, the switches that we were discussing, I looked at all the components of everything that’s listed here and I see that they’re pretty much standard on all of these with 48 ports.

TOMMY DUNN: I think Mr. Graham’s already got an answer for that. Already got an answer.

FRANK PRESSLY: All right. So I don’t think it’s an apples to apples comparison.

TOMMY DUNN: Don’t think so, but like I said, Mr. Graham will be addressing that.

FRANK PRESSLY: Okay. The other thing I was little disappointed is the report that we got back on the QRV proposal. There’s -- we didn’t get a lot of meat in that discussion. I looked in the packet and there was only an agenda sheet in there. There wasn’t really much else said. I’m assuming this is the QRV proposal and the update on the National Institute of Corrections study has to do with the jail. And I’m hoping that that’s not the avenue that
we take. There’s a lot of public interest in the issue about the jail. So I hope that we don’t take secrecy or not completely reporting to the public what’s going on as the avenue of choice. There are a lot of people interested in what happens with that jail. So if we could keep the information flowing and keep the public advised as to what’s going on, I think it would be to all of our benefit.

TOMMY DUNN: All the meetings will be public and will be announced. Sure will. Next.

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

ELIZABETH FANT: Some housekeeping things, and I didn’t know Ms. Floyd and I were going to talk about the same thing. But if you’ll look at in under number 16 area, you get to the one on Veterans Report. I had to fill it in. There was no title there. So this is a semi-annual report of report, but nothing up there at the heading. Supposed to be the Veterans. I don’t know whose oversight that is. This is the kind of thing. You can’t put this in public record if you don’t know who it is that’s doing it.

Here’s another one. Budget transfer for juror fees to books and publications, ?? division. Budget transfer on PAWS, public works, supplies, chemicals, supplies, cleaning, went to supplies medical which is okay. But we also just gave them money on the front end when we were doing the supplemental budget. So we just need to be careful with that.

We have a problem in Anderson County. It’s a big problem. Drugs. Twice in the last two weeks I’ve heard Jay West speak on the opioid crisis and what the legislature is doing on it. It’s not only the opioid crisis, it’s crack, it’s heroin, it’s pink, it’s drunk drivers, it’s people who are smoking marijuana. We have a big drug problem. When you talk about the landfill, any kind of landfill, you need to realize that everything that we consume that we can’t consume is going there. And everything that you do consume in your body is going through your body and it is going into your toilet, your sewer and eventually water treatment. We’re killing ourselves. The landfill up in Slabtown, I understand was a done deal. No pun intended. It was done while there were hearings and zoning requests and all of that. People went to Columbia to protest it. Somebody got money under the table for that deal. One of the people who went to that hearing -- one of those hearings in Columbia has confided in me that they actually met the attorneys from the Mafia. They introduced themselves as
attorneys for the Mafia. So don’t say that the Mafia
is not involved in landfills and waste management,
because they are. The landfill up at Slabtown has no
liner.

LEON HARMON: Time, Mr. Chairman.
TOMMY DUNN: Thank you, Mr. Harmon.
LEON HARMON: No one else is signed up.
TOMMY DUNN: Thank you, Mr. Harmon.

Moving on is Remarks from Council members. Ms.
Wilson.
CINDY WILSON: Thank you, Mr. Chairman. A
quick comment on the C&D Landfill up at Slabtown.
That was the done deal before this Council came on.
It’s a disgrace that it happened in that manner, but
it predated this group.

I am going to request that for our next Council
meeting in consideration of coming up with funding for
paving, that we have a report of budget to actual
revenues and expenditures for mid-fiscal year 2017-
2018 budget year if we could do that at the next
Council meeting so we have some idea of where we are.
And that will give us a good lead-in for budget
consideration. But I greatly appreciate everybody
working so hard. We covered a lot of territory and
it’s nice to have help. Thank y’all.

TOMMY DUNN: Thank you. Mr. Wooten.
CRAIG WOOTEN: Yes, two things. I was in
a couple of committee meetings and it seems to be a
recurring theme that, you know, staff will propose
some things and I’ll say, well, do you need Council
approval? And they say, no, no, we just want your
blessing. And I’m like, well, if you think it’s a
good idea, then we should be empowering staff to make
those decisions and to move forward on it. If it’s in
their budget and they’re the experts of their
particular realm, and I feel like we’re in a economic
upswing and it won’t last forever. Sometimes we’ve
had to micro-manage in economic downswings to make
sure that budgets were correct. But we -- if prices
of houses are going up and economic development is
going up, this is the time for us to empower staff to
move forward and right some of the wrongs that we
haven’t been able to right in the past. And so going
into this budget season, that’s not an indictment
against them, that’s an indictment against us.
That’s, you know, that’s not to hold anybody
unaccountable. But to allow them to do their jobs and
to move forward and if they see problems, fix it. And
if they need resources, tell us and let’s get them
resources. So you know, things like the landfill,
don’t linger for twenty years. And we can move forward.

And the second thing I just wanted to announce that my wife and I are expecting our fourth child and so ---

TOMMY DUNN: Congratulations.

CRAIG WOOTEN: Thank you. -- and so I joked earlier my fragile retirement plan has now been demolished. And maybe in next year’s budget we can talk about child care at meetings. That’s it.

TOMMY DUNN: Thank you, Mr. Wooten and congratulations.

CRAIG WOOTEN: Thank you.

TOMMY DUNN: Mr. Graham.

RAY GRAHAM: Thank you, Mr. Chairman.

Just a couple of things. Again, Mr. Pressly, thank you for taking the time to do the research on that. A couple of the pricings around the area that you have, is actually reconditioned switches. So I definitely would like to get that information from you to determine if it is truly an apple to apple. One thing about the ones that we are pricing with the company -- and in defense for the Sheriff’s department this is on state contract so technically speaking, they should be a better price. But in the same respect we should do our diligence to ensure we’re getting the best price for it. But as far as this particular switch and this estimate here that I can speak for, this switch here provides support along with the purchase of this so that’s probably part of the difference. Is it feasible to be that much of a difference? I don’t know. Again, we need to look and make sure the fifteen hundred dollar price range that you’re looking at, is it a new switch or is it reconditioned? Because now the ones we’ve looked at for this price is reconditioned. And actually that wouldn’t be apple to apple. But I mean, if we can get a new switch for that price, we might can add some support service with it and still be way under the price that we’ve got. So we definitely would like to get that information from you on that. I’ll be glad to meet with you after the meeting to get that, if that’s possible.

As far as one other thing that I’ve got. One of the comments, and I hear this so often when we’re talking about the National Institute of Corrections, that we’re here to build a jail. We’re actually not. That is not -- and again, if you look on the agenda, it plainly states Update on National Institute of Corrections study. The study is not to determine when and where we’re going to build a jail. The study is
to determine how can we make that system more efficient. And that’s the very reason they have went through a process of putting people on committees and getting this together. It’s still early stage. But I mean the purpose of it is to truly look into how can we get the justice system to work better for the citizens, for the people that -- for the inmates that comes in. Are there ways that we can offer them treatment, whether it’s drug rehab, whether it’s some type of education. I mean the key there is to basically cut off the problem. And we’ve got to give these people an opportunity to come out and be a true resource to the county, to their families, to the areas they’re living in. That’s what the study is for. The study is not to build a jail. And I kind of get touchy every time I hear that, because that’s not what I’m after. And I truly believe -- I know Chief Mitchell, Friday was his last day, but I know his direction was not for that. And I know the Sheriff’s direction is not to build a jail. In the past, yes, that was the direction they wanted to go. But that’s not the Administration. We want to know what our true need is for Anderson County and how can we help every citizen in Anderson County. And that includes the incarcerated ones. Some of them that I actually locked up over the years. But I mean we want to change that pattern and get them where they have an opportunity of coming back out into the community and stepping up their game and being a resource to their family to help raise them and in doing so, that’s what the study’s for. It’s not to build a jail. So I just wanted to clarify that.

And if you’ve ever got any questions as far as how we’re putting the public safety meeting together, please by all means, ask them, I’ll be glad to explain anything I can to you. I definitely appreciate your input and thank you for coming.

TOMMY DUNN: Thank you, Mr. Graham. Ms. Floyd.

GRACIE FLOYD: Thank you. I have two, maybe three things. We’re having the Taste of Soul again this year on the 23rd of February. I have some fliers for you. Last year we were -- we had Mr. Allen came by and had a very, very good time. Excuse me. And Liz Fant was there. We had a very, very good time. Would like for you to come by. What it is is a fund raiser event for our community in District 2. And they have the best cooks in the world down there. And they get together and they make what’s called soul food. Now, you can call it what you want. But it’s
the same food that you ate when you were little. And I have somebody yet to tell me that they don’t know what I’m talking about. It was collard greens and corn bread and this and that. Pigs feet, and I love them. They had all of that down there. And we would like for you, Mr. Newspaper man, I want you to come, too, this year. But it’s really a lot of fun. If you’ve never tasted mustard greens before, this will be a good time to do so. The tickets are twenty-five dollars a piece, but it’s worth every bit of the food. Okay. In fact, the first year we had so much of it left, we had a huge crowd, but they were able to take food home. Did you take any last year? Did you get to take some food home last year? It’s really good. Give us a try. Don’t be a snob. Come on by and let’s hob-knob. Okay.

Another thing, I was reading the Greenville News, yesterday’s paper, and they had an article in there -- don’t know if Anderson Independent had it or not -- but the article said Help Feed South Carolina Kids during the Summer. Did you hear about this one? Okay. This is a summer food program that is offered in camps, schools, in parks and da-da-da, where the children will come to the place and get a hot meal, I think a lunch meal during the middle of the day. And sometimes these are the same kids that get the free lunch thing. They are looking for people to sponsor it. They’ve got the money to pay for it, but they’re looking for places and people to volunteer. And they have -- they’re going to train you how to do it.

When my kids were growing up, they worked during the summer in the parks helping with this program. That was their little job. When they were thirteen years old, they would go down to the park and they would help serve the food, meet the food truck, get it all organized. But if you have a company or a club or something and you’re looking for something to do, please, maybe even your church would be interested in something like this. It was in the Metro column of the Greenville online news.

Okay. And going back about this jail thing, I didn’t know what the study was for, but I do know that I have been hearing for the past 18 years that I’ve been sitting up here that we do have a problem with our correctional institute and that we would have to do something about the crowdedness of the jail. I’m not talking about no committee now. That we would have to do something about the crowdedness of the jail. That if we don’t get to build a new one then they’re going to come down here and build it for us
and that’s a fact, Jack.
And I thank you for listening. And I’m through,
and I thank you, Mr. Chairman.

TOMMY DUNN: Mr. Allen.
TOM ALLEN: Yes. Thank you, Mr. Chair.

I’d like to, first of all, congratulate the economic
development folks here in the county. I know a
bulletin came out this week from the Chamber, or I
mean the state Department of Commerce about Anderson
County being number 1 in the state last year for
economic development. And since 2009 we’ve brought in
approximately three point three billion dollars in new
industry or expanded industry in the county. So that
speaks very highly for Mr. Nelson and the Economic
Development crew that’s worked so hard to do that and
I wanted to thank them for that.

Second thing is just to make note that at this
time I do not plan on running for Council the next
time. So I wanted to make that announcement tonight
so that anybody else that wants to throw their hat in
the ring will have a chance to do that. Several
reasons for it. I’ve enjoyed working on Council, I
really have. But I’ve always kind of been a proponent
of term limits. If somebody wants to stay for a long
time, and they’re in a good position, doing a great
job, I have no problem with that. But I still kind of
lean towards term limits. I would note, too, that my
wife’s going to be retiring this spring. And we’d
kind of like to have a little bit of time to travel
some before we get too old to be able to travel. And
finally, if I look at this one way, I’ve spent half of
my life in public service of one kind or another. I
spend over 22 years in the military serving the
country, 4 years on the Anderson County Board of
Education, it will be 10 years on the Anderson County
Council. That comes out to 36 years. So, that’s half
of my lifetime spent in public service, if you will.
So in the past 30 years, my wife and I have had 2
vacations in 30 years. So we thought it’d be kind of
nice to take a break and get to do some other things.
I still want to stay involved with Anderson County and
I’m not going to go hide under a rock somewhere. But
I will give somebody else the chance to toss their hat
in the ring and a chance to excel and do something
great on the Council. So I just wanted to make note
of that tonight. And I thank you and all the Council
members. Thank you.

TOMMY DUNN: Thank you, Mr. Allen. It’s
been a pleasure. Mr. Waters.

KEN WATERS: Mr. Wooten, if you’re going
to need a babysitter, Mr. Allen’s going to have some spare time. That’s bitter sweet news, I’ll tell you. Mr. Allen has been -- made some key votes in his reign as a County Council person for District 4. He’s been a good friend. You know that’s one of the things that I’ve always said. We’re friends up here and so after this is over with, you know, I’ll still be looking for some of his guidance because he’s a very intelligent man. And you know, going to be missed greatly. This is -- I tried to talk him out of it a couple of times, but I understand, you know, why he’s doing it. And there comes a time when everybody will make the decision like that. Anderson County, just looking at the supplemental budget and all that, it’s kind of like standing in a forest and you turn around and you can touch a tree. You start looking at all the good things that’s happened and he’s been one of the key votes in the majority of the good things. The economic development. When I first came on Council, he was here and we were excited to see a ten dollar an hour job. And you know, just going back and looking at all that and his guidance, his experience, it’s going to be greatly missed. And I can’t say how many good things he’s done just because there’s so many. You just start touching the trees. And I wouldn’t mind being one of his dogs because he treats his dogs great, you know. But you know, he’s going to be greatly missed and there’s a lot of good things that he’s done and so I appreciate his friendship. Thank you, Mr. Chairman.

TOMMY DUNN: Thank you. Wrap things up, I just want to say -- all I’m going to say about Mr. Allen’s thing, I’m not going to say a whole lot about that and boo-hoo because if you heard Mr. Allen, he said his plan thing. You know to make God smile sometimes we talk about we got plans. Well, He knows that and our plans can change. So let’s keep that in mind and there’s still hope there.

Number 2, I want to welcome and appreciate Captain Vaughn, runs our jail for us in Anderson County has done an outstanding job, appreciate him being here tonight in the Council meeting. Want to appreciate Ms. Casey Collins. I know she does an outstanding job. Ms. Collins, hear a lot about what all you do and I want you to know this Council -- you don’t go unnoticed, it don’t go unnoticed. I just want to say that in public record, we really appreciate the job you’re doing and helping them out over there and keeping them straight. If there’s any way we can help y’all, you let us know, okay. We really do appreciate
the job you’re doing. Number of good things about you.

Want to appreciate, as Mr. Allen said, economic development in Anderson County. You know some people try to dirty something up whatnot. Want to tell you something. The way to give everybody, to help anybody, and give them a leg up, is a good job. And I hope that’s one thing we’ve tried to do and get that and train people to be able to do it. And we got some things coming down the path very shortly about trying to help people get started and get them job training. It’s great, but that’s the way you help somebody, give them, help them get a good job. And I appreciate each and everyone of y’all. Meeting adjourned.

(MEETING ADJOURNED AT 8:10 P.M.)
### PROJECTION OF GENERAL FUND NET INCOME - FY 18

#### REVENUES

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>48,090,000</td>
<td>48,421,035</td>
<td>331,035</td>
<td>100.69%</td>
</tr>
<tr>
<td>County</td>
<td>5,741,005</td>
<td>6,160,462</td>
<td>419,457</td>
<td>107.31%</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>10,275,500</td>
<td>10,634,838</td>
<td>359,338</td>
<td>103.50%</td>
</tr>
<tr>
<td>Interest</td>
<td>110,000</td>
<td>206,736</td>
<td>96,736</td>
<td>187.94%</td>
</tr>
<tr>
<td>Other</td>
<td>1,660,500</td>
<td>1,661,494</td>
<td>994</td>
<td>100.06%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>65,877,005</strong></td>
<td><strong>67,084,566</strong></td>
<td><strong>1,207,561</strong></td>
<td><strong>101.83%</strong></td>
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</table>

#### EXPENDITURES

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>50,386,618</td>
<td>49,157,303</td>
<td>(1,229,316)</td>
<td>97.56%</td>
</tr>
<tr>
<td>Operating</td>
<td>13,675,707</td>
<td>10,564,637</td>
<td>(3,111,070)</td>
<td>77.25%</td>
</tr>
<tr>
<td>Contractual</td>
<td>4,235,227</td>
<td>3,657,705</td>
<td>(577,522)</td>
<td>86.36%</td>
</tr>
<tr>
<td>Capital</td>
<td>1,200</td>
<td>4,509</td>
<td>3,309</td>
<td>375.73%</td>
</tr>
<tr>
<td>Contingency</td>
<td>18,648</td>
<td>8,626</td>
<td>(10,022)</td>
<td>46.26%</td>
</tr>
<tr>
<td>Special Appropriations</td>
<td>2,220,290</td>
<td>2,220,290</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>70,537,690</strong></td>
<td><strong>65,613,069</strong></td>
<td><strong>(4,924,621)</strong></td>
<td><strong>93.02%</strong></td>
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#### Excess of Revenues over Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>(4,660,685)</td>
<td>1,471,497</td>
<td>6,132,182</td>
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#### OTHER FINANCING SOURCES/USES

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>% of Budget</th>
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</thead>
<tbody>
<tr>
<td>Transfers In</td>
<td>895,250</td>
<td>245,000</td>
<td>(650,250)</td>
<td>27.37%</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>(1,681,310)</td>
<td>(1,171,310)</td>
<td>510,000</td>
<td>69.67%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>(786,060)</strong></td>
<td><strong>(926,310)</strong></td>
<td><strong>(140,250)</strong></td>
<td><strong>117.84%</strong></td>
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</table>

#### Net Income for Fiscal Year

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>(5,446,745)</td>
<td>545,187</td>
<td>5,991,932</td>
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#### Supplemental Budget

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2,700,000)</td>
<td>(2,700,000)</td>
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<td></td>
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#### Final Net Loss

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>(8,146,745)</td>
<td>(2,154,813)</td>
<td></td>
<td></td>
<td></td>
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</table>

#### Fund Balance, July 1

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>26,467,870</td>
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<td></td>
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#### Fund Balance, June 30

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>% of Budget</th>
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<tbody>
<tr>
<td>24,313,057</td>
<td></td>
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</table>
STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR ANDERSON COUNTY

ORDINANCE NO 2018-002


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

Section I. The following amendments to the operating and capital budgets for Anderson County for the fiscal year beginning July 1, 2017, and ending June 30, 2018, are hereby adopted and directed to be implemented by the Anderson County Administrator and staff.

GENERAL FUND APPROPRIATIONS

<table>
<thead>
<tr>
<th>Account Number/Description</th>
<th>Originally</th>
<th>Adopted</th>
<th>Amendment</th>
<th>Final Adopted</th>
</tr>
</thead>
<tbody>
<tr>
<td>001-5013-000-323 Building Demolition</td>
<td>$50,000</td>
<td>$16,000</td>
<td>$66,000</td>
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</tr>
<tr>
<td>001-5015-000-315 Legal</td>
<td>$122,250</td>
<td>$125,000</td>
<td>$247,250</td>
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</tr>
<tr>
<td>001-5111-000-102 Part-time Salaries</td>
<td>$150,000</td>
<td>$10,000</td>
<td>$160,000</td>
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<tr>
<td>001-5111-000-283 Medical Supplies</td>
<td>$142,920</td>
<td>$60,000</td>
<td>$202,920</td>
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</tr>
<tr>
<td>001-6500-100-102 Transfer Out-Grants</td>
<td>$0</td>
<td>$25,000</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>001-6500-100-142 Transfer Out-Airport</td>
<td>$0</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td></td>
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<tr>
<td>001-6500-100-360 Transfer Out-Capital Projects</td>
<td>$650,000</td>
<td>$1,475,320</td>
<td>$2,125,320</td>
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</table>

GENERAL FUND REVENUES

<table>
<thead>
<tr>
<th>Account Number/Description</th>
<th>Originally</th>
<th>Adopted</th>
<th>Amendment</th>
<th>Final Adopted</th>
</tr>
</thead>
<tbody>
<tr>
<td>001-3700-000-101-Fund Balance</td>
<td>$5,446,745</td>
<td>$2,711,320</td>
<td>$8,158,065</td>
<td></td>
</tr>
</tbody>
</table>

SPECIAL REVENUE FUND APPROPRIATIONS

<table>
<thead>
<tr>
<th>Account Number/Description</th>
<th>Originally</th>
<th>Adopted</th>
<th>Amendment</th>
<th>Final Adopted</th>
</tr>
</thead>
<tbody>
<tr>
<td>102-5901-000-241 Program Expenditures</td>
<td>$300,000</td>
<td>$25,000</td>
<td>$325,000</td>
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</tr>
<tr>
<td>142-5775-008-401 CIP – Runway Rehab</td>
<td>$5,068,915</td>
<td>$1,761,920</td>
<td>$6,830,835</td>
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<tr>
<td>142-5775-009-401 CIP – Runway Obstruction</td>
<td>$0</td>
<td>$433,475</td>
<td>$433,475</td>
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SPECIAL REVENUE FUND REVENUES

<table>
<thead>
<tr>
<th>Account Number/Description</th>
<th>Originally</th>
<th>Adopted</th>
<th>Amendment</th>
<th>Final Adopted</th>
</tr>
</thead>
<tbody>
<tr>
<td>102-6400-100-001 Transfer In-General Fund</td>
<td>$0</td>
<td>$25,000</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>142-6400-100-001 Transfer In-General Fund</td>
<td>$0</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td>142-4300-400-350 Federal Grant</td>
<td>$5,102,025</td>
<td>$1,105,225</td>
<td>$6,207,250</td>
<td></td>
</tr>
<tr>
<td>142-4200-400-250 State Grant</td>
<td>$283,450</td>
<td>$90,170</td>
<td>$373,620</td>
<td></td>
</tr>
</tbody>
</table>
CAPITAL PROJECTS FUNDS APPROPRIATIONS
360-5231-000-401 CIP $3,610,000 $1,475,320 $5,085,320

CAPITAL PROJECTS FUNDS REVENUES
360-6400-100-001-Transfer In General Fund $650,000 $1,475,320 $2,125,320

Section II. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section III. This Ordinance is effective after its third reading and public hearing.
ADOPTED in meeting duly assembled this ____ day of March, 2018.

ATTEST:

Rusty Burns
County Administrator

Lacey Croegaert, Clerk to Council

Tommy Dunn, Chairman

Craig Wooten, District #1

Gracie S. Floyd, District #2

Ray Graham, District #3

Tom Allen, District #4

Ken Waters, District #6

M. Cindy Wilson, District #7

APPROVED AS TO FORM:

Leon C. Harmon, County Attorney

First Reading: February 6, 2018

Second Reading:

Third Reading:

Public Hearing:
AN ORDINANCE AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF PROJECT SPINDLE, (THE “COMPANY”) PURSUANT TO A FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND THE COMPANY; AUTHORIZING A 5-YEAR EXTENSION OF THE INVESTMENT PERIOD FOR ALL INVESTMENTS OVER THE STATUTORY MINIMUM INVESTMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCING AGREEMENT (IFA), GRANTING CERTAIN INFRASTRUCTURE CREDITS TO THE COMPANY; AND OTHER MATTERS RELATING TO THE FOREGOING.

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

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

WHEREAS, Project Spindle, (the “Company”), a South Carolina corporation, along with one or more Sponsor Affiliates (together with the Company, collectively referred to herein as the “Company” or “Project Spindle”) is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparati, and equipment, for the expansion of a manufacturing facility in the County (the “Project”), which will result in the investment of an expected Ten Million ($10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars ($8,900,000)) or more in new investment in the County, and the creation of not less than seventy one (71) new full-time jobs in the County, during the Initial Investment Period (as that term is defined
below), and all of which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (January 1, 2017) and ending five (5) years after the last day of the property tax year during which the Project is placed in service (expected to be 2018)(the “Initial Investment Period”); and

WHEREAS, the Company is already a major investor and employer in the County; and

WHEREAS, the Company has long been an exemplary corporate citizen of the County, providing solid employment opportunities for many County residents including special populations, engaging in community improving activities, and continuing to invest in the community; and

WHEREAS, the County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a “Lease Agreement”) or, alternatively, entering into a fee-in-lieu of tax agreement (“Fee Agreement”) with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or of the Inducement Agreement authorized hereby, it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code (the “FILOT Simplification Act”) unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee -in-lieu of ad valorem taxes (a “FILOT”) as authorized by the Act; (3) the continued inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the “Park” or the “Multi-County Industrial and Business Park” or “MCIP”); (4) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act, to partially reimburse the Company for economic development infrastructure serving the County; and, (5) the commitment by the County to certain other economic development incentives as an inducement to the Company to locate the Project in the County, including, without limitation, the extension of the Initial Investment Period for an additional five (5) years for investments in the Project in excess of the minimum investment provided by this Project, as stated herein (the “Extended Investment Period”); and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the payments-in-lieu-of-taxes would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality, or a charge against the general
credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e.,
economic development and welfare, creation of jobs, promotion of tourism, and addition to the tax
base of the County, are proper governmental and public purposes and that the inducement of the
location or expansion of the Project within the County and State is of paramount importance and that
the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance,
execution and delivery of a Fee Agreement, an Infrastructure Credit Agreement and a MCIP
Agreement, pursuant to this Ordinance of the County Council, and on the terms and conditions
hereafter set forth; and

WHEREAS, the County, pursuant to certain negotiations heretofore undertaken with the
Company with respect to the Project as reflected in a Resolution duly adopted by the County Council
on December 19, 2017, has entered into an Inducement and Millage Rate Agreement (the
“Inducement Agreement”), dated as of December 19, 2017 with the Company pursuant to which the
County agreed to enter into a FILOT arrangement and an Infrastructure Financing Agreement with
the Company and to continue to designate the Project site as part of a MCIP Agreement which is
either already in existence or to be created, and the Company agreed to make FILOT payments with
respect to the Project as authorized in the FILOT Act; and

WHEREAS, the County and the Company have agreed to the specific terms and conditions
of such FILOT arrangement as set forth in that certain fee agreement between the County and the
Company (the “Fee Agreement”) to be dated as of March 1, 2018 or such other date as the parties
may agree, which is to be in substantially the form presented to this meeting and filed with the Clerk
to County Council; and

WHEREAS, pursuant to the provisions of the Fee Agreement, the Company will be
obligated to make payments-in-lieu of taxes to the County, as required by the Act; and

WHEREAS, pursuant to the provisions of the Infrastructure Financing Agreement and the
MCIP Agreement, the Company will be eligible, under certain circumstances, to claim certain credits
against those payments in-lieu of taxes; and

WHEREAS, the acquisition and construction of the Project will serve the intended purposes
and in all respects conform to the provisions and requirements of the Act; and

WHEREAS, it appears that the draft Fee Agreement and the Infrastructure Financing
Agreement now before this meeting are in appropriate form and are appropriate instruments to be
executed and delivered by the County for the purposes intended; and

WHEREAS, based on representations by the Company that the Project will represent a
capital investment in the County of an expected Ten Million Dollars ($10,000,000) (but not less than
Eight Million Nine Hundred Thousand Dollars ($8,900,000)) (the “Minimum Investment
Requirement”) or more, (some of which may be ordinary taxable property), and the creation of
seventy one (71) new, full-time jobs (the “Job Creation Requirement”), during the period beginning
with the first day that real or personal property comprising the Project is purchased or acquired
(January 1, 2017) and ending five (5) years after the last day of the property tax year during which
the Project is placed in service (expected to be 2018), and that such financing is done in order to
enhance the economic development of the County and in furtherance thereof, the County desires to assist the Company in locating the Project within the County with the inducements described herein.

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

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

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

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

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

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

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

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

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

Section 2. The form, terms, and provisions of the Fee Agreement and the Infrastructure Financing Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement and the Infrastructure Financing Agreement were set out in this Ordinance in their entirety. The Chairman of County Council and the Clerk to the County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement and the Infrastructure Financing Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement and the Infrastructure Financing Agreement to be delivered to the Company. The Fee Agreement and the Infrastructure Financing Agreement are to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their
approval of any and all changes or revisions therein from the form of Fee Agreement and the Infrastructure Financing Agreement now before this meeting.

Section 3. Pursuant to Section 12-44-55(B) of the FILOT Simplification Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the FILOT Simplification 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 and to the extent that the Company complies with this Section 3. The Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, with the County after the execution of the Fee Agreement by the County and the Company and shall comply in all other respects with the requirements set forth in Section 12-44-90 of the FILOT Simplification Act and shall make all returns required by The Act and shall provide a copy of all such returns to the County within sixty (60) days of filing such action.

Section 4. The County and the Company believe that all Project sites are in a Park. To the extent necessary to ensure that all Project sites are, in fact, in a Park, the County agrees to use its best efforts, as necessary, to enter into or amend a Park Agreement with one or more other contiguous counties to create or expand a Park, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code, to include the Project and the other property of the Company located at the Company’s site(s) within the unincorporated portion of the County, and to use its best efforts to undertake and execute those procedures and documents necessary for the creation or expansion of such Park, and to keep the Project site(s) in such Park or any other Park of the County during the term of the incentives provided in the Inducement Agreement or subsequent ordinance(s) or agreement(s) that are contingent upon inclusion of the Project site(s) in a Park. Further, the County shall use its best efforts and endeavor to work with one or more contiguous counties (and, to the extent any future Project site(s) is located within the corporate limits of a municipality, will work with such municipality), again if necessary, to establish such Park in accordance with the terms of the Inducement Agreement, and, in any event, to keep the Project site(s) as part of such Park or any other Park of the County throughout the term of the incentives provided in the Inducement Agreement or subsequent ordinance(s) or agreement(s) that are contingent upon inclusion of the Project site(s) in a Park. Distribution of the fees in lieu of tax from the Project property in the Anderson County portion of the Park shall be distributed in accordance with one or more ordinances of Anderson County establishing such distribution schedule.

Section 5. The County hereby pre-approves and consents to a five (5) year extension of the investment period for the Fee Agreement pursuant to Section 12-44-30(13) of the FILOT Simplification Act whereby the Company shall have an additional five (5) year period (added to the 5 year investment period to meet the Minimum Investment Requirement and the Job Creation Requirement) to subject additional investments over and above the Minimum Investment Requirement to fee-in-lieu of ad valorem tax treatment, provided the Company invests at least the Minimum Investment Requirement, including in non-FILOT property, in the Project on or before the end of the initial five (5) year investment period.

Section 6. [RESERVED]
Section 7. The form, terms and provisions of the Inducement Agreement heretofore entered into by the County and the Company are hereby ratified and approved, and all of the terms, provisions, and conditions thereof are hereby incorporated by reference as if the Inducement Agreement were set out in this Ordinance in its entirety.

Section 8. (a) The Company shall and, in the Fee Agreement, agrees to indemnify and save the County as well as its governing body members, employees, officers and agents harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project and the Company further shall indemnify and save the County harmless against and from all claims from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement, the Infrastructure Finance Agreement or the Lease Agreement (as amended) (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, or (v) any environmental violation, condition or effect. The Company shall indemnify and save the County as well as its governing body members, employees, officers and agents harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, including, without limitation, ordinary and reasonable attorney’s fees, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County, whose approval of such counsel shall not unreasonably be withheld. All such indemnification and save harmless provisions shall be, and are, set forth in the Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, employees or governing body members, shall not incur pecuniary liability by reason of the terms of this Agreement, the Infrastructure Finance Agreement or the Lease Agreement (as amended) or the undertakings required of the County hereunder by reason of the performance of any act requested of it by the Company, or by reason of the County’s ownership of the Project, if so owned pursuant to a lease agreement, or the operation of the Project, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers employees or governing body members should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, including, without limitation, ordinary and reasonable attorney’s fees, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County, whose approval of such counsel shall not unreasonably be withheld.

(c) These indemnification covenants, at a minimum, shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants, but may expand them or expound upon them, as may be shown in greater detail in such subsequent documents. In the event of any
conflict or inconsistency, the indemnification and save harmless provisions of the Fee Agreement shall always govern.

Section 9. 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 or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

Section 10. Notwithstanding any other provisions, the County is executing the Fee Agreement and the Infrastructure Finance Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 11. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or proper to effect the execution and delivery of the Fee Agreement and the Infrastructure Financing Agreement, and the performance of all obligations of the County under and pursuant to the Fee Agreement, the Inducement Agreement, and the Infrastructure Financing Agreement.

Section 12. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 13. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 14. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.
ANDERSON COUNTY, SOUTH CAROLINA

Chairman
Anderson County Council

ATTEST:

__________________________
Clerk to Council
Anderson County, South Carolina

Approved as to form:

__________________________
Leon C. Harmon, County Attorney
Anderson County, South Carolina

First Reading: February 6, 2018
Second Reading: February 8, 2018
FEE IN LIEU OF TAX AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT SPINDLE

Dated as of December 1, 2017
This FEE IN LIEU OF TAX AGREEMENT (this “Agreement”) is dated as of ______________, 2018 by and between ANDERSON COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and PROJECT SPINDLE (the “Company”), a South Carolina corporation, along with one or more Sponsor Affiliates (together with the Company, collectively referred to herein as the “Company” or “Project Spindle”).

WITNESSETH:

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

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

WHEREAS, Project Spindle (the “Company”), a South Carolina corporation, along with one or more Sponsor Affiliates (together with the Company, collectively referred to herein as the “Company” or “Project Spindle”) is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparati, and equipment, for the expansion of a manufacturing facility in the County (the “Project”), which will result in the investment of an expected Ten Million Dollars ($10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars ($8,900,000)) or more in new investment in the County, of which not less than the statutory minimum investment (some of which may be ordinary taxable property), will be invested during the Initial Investment Period (as that term is defined below), and all of which, to the extent permitted by the Act, would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act, and the creation of an expected seventy one (71) or more new, full-time jobs, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (January 1, 2017) and ending five (5) years after the last day of the
WHEREAS, the Company is already a major investor and employer in the County; and

WHEREAS, the Company has long been an exemplary corporate citizen of the County, providing solid employment opportunities for many County residents including special populations, engaging in community improving activities, and continuing to invest in the community; and

WHEREAS, the County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a "Lease Agreement") or, alternatively, entering into a fee-in-lieu of tax agreement ("Fee Agreement") with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or any other agreement between the County and Company, including but not limited to, the Inducement Agreement (defined below), it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee-in-lieu of ad valorem taxes (a "FILOT") as authorized by the Act; (3) the inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the "Park" or the "Multi-County Industrial and Business Park" or "MCIP"); (4) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act, to partially reimburse the Company for economic development infrastructure serving the County; and (5) the extension of the Initial Investment Period for an additional five (5) years for investments in the Project in excess of the expected Ten Million Dollars ($10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars ($8,900,000)) investment provided by the Project during the Initial Investment Period (the "Extended Investment Period"); and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the payments-in-lieu-of-taxes would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality, or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that
the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of this Fee Agreement, pursuant to ordinance of the County Council, and on the terms and conditions hereafter set forth:

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

ARTICLE I
DEFINITIONS

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

“Act” shall mean Title 12, Chapter 44 of the Code, as amended, and all future acts amendatory thereof. The Act is also known as the FILOT Simplification Act.

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

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

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

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

“Commencement Date” shall mean, in accordance with Section 12-44-30(2) of the Act, December 31, 2018, the last day of the property tax year during which real or personal property comprising the Project is first placed in service.

“Company” shall mean Project Spindle, a South Carolina corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under
Section 8.04 or Article IX hereof; or any assignee hereunder and any Sponsor Affiliate which is designated by the Company and approved by the County.

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

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

"County Council" shall mean the governing body of the County and its successors.

"Department of Revenue" shall mean the South Carolina Department of Revenue and Taxation.

"Economic Development Property" shall mean each item of real and tangible personal property comprising a project within the meaning of Sections 12-44-30(6) or 12-44-40(C) of the Code.

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

"Event of Default" shall mean an Event of Default as defined in Section 11.01 hereof.

"Existing Property" shall mean property that does not qualify to become Economic Development Property pursuant to Section 12-44-110 of the Code.
“Extended Investment Period” shall mean the period beginning January 1, 2024 and ending December 31, 2028 as authorized by Section 12-44-30(13) of the Code.

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

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

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

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

“Inducement Agreement” shall mean that certain Inducement Agreement and Millage Rate Agreement by and between the County and the Company dated as of December 19, 2017.

“Infrastructure Credit” shall mean that certain credit, or credits, pursuant to Sections 4-1-175, 4-29-68, and 12-44-70 of the Code, against the Company’s FILOT liability, as set forth in the Infrastructure Financing Agreement.

“Infrastructure Financing Agreement” shall mean that agreement, dated as of March 1, 2018, between the County and the Company, granting the Company a credit against its FILOT liability to the County, pursuant to Sections 4-1-175, 4-29-68, and 12-44-70 of the Code.

“Initial Investment Period” shall mean the period beginning with the first day that real or personal property comprising the Project is acquired for the Project (although not placed in service) (January 1, 2017) and ending on December 31, 2023, the date that is five years after the Commencement Date.

“Investment Period” shall mean the combined Initial Investment Period and Extended Investment Period, beginning with the first day that real or personal property comprising the Project is acquired (although not placed in service) (January 1, 2017) and ending December 31, 2028.

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

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

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

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

“Project” shall mean, in connection with the Company’s manufacture and production of products in the County and only to the extent such items are either placed in service during the Investment Period or qualify as Replacement Property: (i) the Land; (ii) all buildings, structures, fixtures, and appurtenances which now exist or which are now under construction or are to be constructed on the Land in whole or in part during the Investment Period, including any air conditioning and heating systems (which shall be deemed fixtures); and (iii) the Equipment.

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

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

“Replacement Property” shall mean any portion of the Project substituted for Released Property pursuant to Section 5.01(e) hereof.

“Sponsor” and “Sponsor Affiliate” shall have the meanings ascribed to each by the Act.

“State” shall mean the State of South Carolina.

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

“Term” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“Threshold Date” shall mean December 31, 2023.

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

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

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

SECTION 2.02. Representations and Warranties by Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:
(a) The Company is a South Carolina corporation; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

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

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

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

(e) The Company expects to place in service the first phase of the Project during calendar year 2018, and to expend approximately Ten Million Dollars ($10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars ($8,900,000)) or more of investment for Costs of the Project and to create about seventy one (71) or more new, full-time jobs, all during the Initial Investment Period.

ARTICLE III

UNDERTAKINGS OF COUNTY

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

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

SECTION 3.03. Execution of Lease, if necessary. The parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments in consideration of the Company’s decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the FILOT Simplification Act. Notwithstanding
any other provision of this Agreement, in the event that a court of competent jurisdiction holds that
the FILOT Simplification Act is unconstitutional, invalid or otherwise unenforceable or that this
Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any
material respect or should the parties determine that there is a reasonable doubt as to the validity or
enforceability of this Agreement in any material respect, then the County, in accordance with Section
12-44-160 of the Act, upon the conveyance of title to the Project to the County at the expense of the
Company, and to the extent permitted by law, agrees to lease the Project to the Company pursuant to
the Streamlined FILOT Act upon terms and conditions mutually agreeable to the County and the
Company. The Company acknowledges that any such sale/leaseback arrangement may not preserve
the benefits of the Streamlined FILOT Act with respect to any portion of the Project placed in service
prior to the effective date of any such sale/leaseback arrangement with the County, to the extent that
the effective date of such sale/leaseback arrangement is later than December 31 of the year in which
such portion of the Project is placed in service. However, the County agrees that it will assist in
efforts by the Company to have any such Economic Development Property included within the
sale/leaseback arrangement under the Streamlined FILOT Act.

ARTICLE IV

INVESTMENT BY COMPANY IN PROJECT;
MAINTENANCE AND MODIFICATION OF PROJECT

SECTION 4.01. Acquisition by Construction and Purchase of Project.

(a) The Company hereby agrees to expend upon the Cost of the Project not less than an
expected Ten Million Dollars ($10,000,000) (but not less than Eight Million Nine Hundred
Thousand Dollars ($8,900,000)) or more investment in the County (including non-Economic
Development Property), during the Initial Investment Period. The Company shall use its best efforts
to cause such acquisition as promptly as is, in the Company’s sole judgment, practicable.

(b) Pursuant to Section 12-44-30(13) of the Code, the County hereby approves, pre-
approves, and grants to the Company an extension of five (5) years beyond the Threshold Date
within which the Company may invest additional property in the County to complete the Project and
have such additional property treated as Economic Development Property, if the Company invests
the expected Ten Million Dollars ($10,000,000) (but not less than Eight Million Nine Hundred
Thousand Dollars ($8,900,000)) in the Project during the Initial Investment Period. Accordingly,
the total Investment Period shall end on December 31, 2028. However, this subsection (b) shall not
alter the requirement that the Company invest not less than the minimum investment, stated above,
total, in the Project, including Non-Economic Development Property, prior to the Threshold Date.

(c) The Company shall retain title to the Project, throughout the Term of this Agreement,
subject to the Company’s rights hereunder to mortgage or encumber the Project as it deems suitable.

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

SECTION 4.03. Modification of Project.

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

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

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

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

SECTION 4.04. Records and Reports.

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

(b) Notwithstanding any other provision of this Section 4.04, the Company may designate with respect to any Filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. To the extent permitted by law, the County shall conform, at the sole cost and expense of the Company, with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments.

ARTICLE V
PAYMENTS IN LIEU OF TAXES; 
FUNDING FOR INFRASTRUCTURE PROJECT

SECTION 5.01. Payments in Lieu of Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company shall pay with respect to the Project annually a fee in lieu of taxes (a "FILOT") in the amount calculated as set forth in paragraph (b) below, on or before January 15 of each year commencing on January 15, 2020, and at the places, in the manner, and subject to the penalty assessments prescribed by the County or the Department of Revenue for ad valorem taxes.

(b) The FILOT Payment due with respect to each property tax year shall equal the sum of (i) with respect to any portion of the Project consisting of undeveloped land or Non-Economic Development Property for which the Company is obligated, by law or agreement, to pay taxes, a payment equal to the taxes that would otherwise be due on such undeveloped land or Non-Economic Development Property were it subject to ad valorem taxes; (ii) with respect to those portions of the Project (other than undeveloped land and Non-Economic Development Property) placed in service during the Investment Period for each of the 30 consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) through (e) below (a "Negotiated FILOT"); and (iii) with respect to increments of the Project constituting Economic Development Property after such 30-year period, a payment equal to the ad valorem taxes that are due or would otherwise be due on such property were it subject to ad valorem taxes, as the case may be, with appropriate reductions with respect to the property described in clauses (i) and (ii) above, similar to the tax exemption, if any, which would be afforded to the Company if ad valorem taxes were paid, only to the extent permitted by the Act for Economic Development Property. For the purposes of clause (ii) above, there shall be excluded any Released Property and any other portion of the Project which ceases to qualify for a FILOT hereunder or under the Act.

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

(ii) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on (1) the fair market value of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes), (2) a fixed millage rate in effect for the Project site on June 30, 2017, which the parties hereto believe to be 308.5 mils, for all Project property, which millage rate shall remain fixed for the Term and (3) a fixed assessment ratio of 6%. Such fair market value must be that determined by the Department of Revenue, in accordance with the Act. The County specifically understands that the Act includes, and consents to the use by the Company, at the Company's sole discretion, of the reassessment provisions now contained at Section 12-44-50(A)(1)(c)(i) of the Act. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to ad valorem taxes, except the exemption
allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemption allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(iii) If legislation generally reducing the applicable minimum assessment ratio shall be enacted, the County shall, to the extent permitted by law, amend this Agreement to afford the Company the lowest assessment ratio permitted by law, if so approved by the County Council then in office. Moreover, if taxes on real and personal property shall be abolished in the County or in the State, the Company may terminate this Agreement immediately without further obligation other than those already accrued.

(d) The PILOT Payments are to be recalculated (i) to reduce such payments in the event the Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code, as provided in Section 4.03, by the amount thereof applicable to the Released Property; provided, however, that any disposal of Released Property need not result in a recalculation of the PILOT Payments unless the Company so elects; or (ii) to increase such payments in the event the Company adds property (other than Replacement Property) to the Project. To the extent that any Infrastructure Credit against PILOT Payments as provided under the IFA (defined below) is used as payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the life of the PILOT, the amount of the PILOT Payments due on the personal property for the year in which the personal property was removed from the Project also shall be due for the two years immediately following the removal.

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

(f) Should the Company not invest at least the minimum investment stated herein (Eight Million Nine Hundred Thousand Dollars ($8,900,000)) in the Project in the timeframe provided (during the Initial Investment Period) and maintain at least that amount of investment (without regard to depreciation) in the Project during the term of the Special Source Revenue Credits described in this paragraph, the Company shall lose the benefit of some or all of the Special Source Infrastructure Credits (as defined in that certain Infrastructure Credit Agreement between the County and the Company dated as of March 1, 2018 (the “IFA”)), as more fully detailed in the IFA.
ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

SECTION 6.01. Payment of Administration Expenses. The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 45 days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same. Such expenses shall include, without limitation, the County’s ordinary and reasonable actual fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement, and the Infrastructure Financing Agreement, the Lease Agreement, the Inducement Agreement, and any other legal agreements or political procedural documents that may be necessary in connection therewith, not to exceed Five Thousand Dollars ($5,000).

SECTION 6.02. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FTI, OT Payments or payments of Administration Expenses hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of ad valorem taxes together with any penalties provided by the Code for late payment of ad valorem taxes or for non-payment of FTI Payments.

ARTICLE VII

CASUALTY AND CONDEMNATION

SECTION 7.01. Damage and Destruction. If all or any part of the Project shall be lost, stolen, destroyed, or damaged, the Company in its discretion may repair or replace the same. If the Company shall determine to repair or replace the Project, the Company shall forthwith proceed with such rebuilding, repairing, or restoring and shall notify the County upon the completion thereof. The County shall not have any responsibility to complete such rebuilding, repair or restoration thereof or pay any portion of the costs thereof including, without limitation, in the event any insurance proceeds are not sufficient to pay in full the costs of such rebuilding, repair or restoration, any costs in excess of the amount of said proceeds. The Company shall not by reason of any such damages or destruction or the payment of any excess costs be entitled to any reimbursement from the County or, except as set forth in Section 7.03 hereof, any abatement or diminution of the amounts payable hereunder.

SECTION 7.02. Condemnation. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken in condemnation or by the exercise of the power of eminent domain, there shall be no abatement or reduction in the payments required by be made by the Company hereunder except as set forth in Section 7.03 hereof. The Company shall promptly notify the County, as to the nature and extent of such taking and, as soon as practicable thereafter, notify the County whether it has elected to restore the Project. If it shall be determined to restore the
Project, the Company shall forthwith proceed with such restoration, and shall notify the County, upon the completion thereof.

SECTION 7.03. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, which damage, destruction, loss, theft and/or condemnation would substantially impair the operating ability of the Project or such portion thereof, the parties hereto agree that the FILOT Payments required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if ad valorem taxes were payable with respect to the Project, subject, always, to the requirements of Section 5.01 hereof and the Act.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 8.01. Use of Project for Lawful Activities. The Company is hereby granted and shall have the right during the Term of this Agreement to occupy and use the Project for any lawful purpose authorized pursuant to the Act. Insofar as it is practicable under existing conditions from time to time during the Term of this Agreement, the Project shall be used primarily as a manufacturing facility.

SECTION 8.02. Right to Inspect. The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company’s books and records pertaining to the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to examine the plans and specifications of the Company with respect to the Project. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company’s trade secrets and proprietary rights. In no way shall this requirement of confidentiality be deemed to apply to or restrict the rights of the United States Government and the State of South Carolina or its political subdivisions in the exercise of their respective sovereign duties and powers.

SECTION 8.03. Limitation of Pecuniary Liability for County. Anything herein to the contrary notwithstanding: (a) the Project gives rise to no pecuniary liability of the County or charge against its general credit or taxing powers; and (b) the County may require as a condition to the participation by it with the Company in any contests or in obtaining any license or permits or other legal approvals a deposit by the Company of such amount as reasonably determined by the County to be appropriate to assure the reimbursement to the County of the costs incurred by it in such participation, with any amount of such deposit in excess of such costs to be returned to the Company; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for mandamus or specific performance or any other remedy available at law or in equity.
SECTION 8.04. Maintenance of Existence. The Company covenants that any alteration of its separate existence, dissolution, consolidation, merger, transfer, or disposition of substantially all of its assets to any other entity shall be done in accordance and compliance with the Transfer Provisions. Subject to the Transfer Provisions, the Company may permit one or more other Persons to consolidate or merge into it without the consent of the County, provided no default shall have occurred and be continuing at the time of such proposed transaction or would result therefrom.

SECTION 8.05. Indemnification Covenants.

(a) Company shall and agrees to indemnify and save the County as well as the members of its governing body, its employees, officers and agents harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project, and, Company further, shall indemnify and save the County harmless against and from all claims arising from (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Agreement or the Infrastructure Financing Agreement, (iii) any act of Company or any of its agents, contractors, servants, employees or licensees, related to the Project (iv) any act of any assignee, sublessee or subcompany of Company, or of any agents, contractors, servants, employees or licensees of any assignee, sublessee or subcompany of Company, related to the Project or (v) any environmental violation, condition, or effect, related to the Project. Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, including, without limitation, ordinary and reasonable, actual, attorney’s fees, and upon notice from the County, Company shall defend it in any such action, prosecution or proceeding with counsel acceptable to the County, approval of whom shall not unreasonably be withheld by the County.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, employees or governing body members, shall not incur pecuniary liability by reason of the terms of this Agreement or the Infrastructure Financing Agreement, or the undertakings required of the County thereunder, by reason of the performance of any act requested of it by the Company, or by reason of the County’s ownership of the Project (if so owned), the operation of the Project including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers employees or governing body members should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, including, without limitation, ordinary and reasonable, actual, attorney’s fees, and upon notice, the Company shall defend them in any such action or proceeding with counsel acceptable to the County, approval of whom shall not unreasonably be withheld by the County.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.
SECTION 8.06. INSURANCE COVENANTS. If the Company is required to utilize a Lease Agreement, as described herein, the Company will provide insurance coverage for the Project in the types and amounts acceptable to the County, whose approval thereof will not be unreasonably withheld. More specifically, the Company will, and to the extent there are any other owners of the Project, will cause such owners, to the extent of their respective portion of the Project, to: (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company, and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

SECTION 9.01. Transfers of Interest in Agreement and Economic Development Property; Financing Arrangements. The Company and the County agree that any transfers of interest in this Agreement or Economic Development Property, and the entering into of any financing arrangement concerning any part of the Project shall be undertaken in compliance with the Transfer Provisions.

SECTION 9.02. Access. In lieu of and/or in addition to any subleasing by the Company pursuant to Section 9.01, the Company may, without any approval by the County, grant such rights of access to the Project and the buildings thereon as the Company may decide in its sole discretion.

SECTION 9.03. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge that the County’s right to receive FILOT Revenues hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Code, and Chapters 4 and 54 of Title 12 of the Code. The County consents and agrees that its rights under this Agreement, except for its rights to receive FILOT Revenues, Administration Expenses and Indemnification, pursuant to Section 8.05, shall be subordinate to the rights of the secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof; such subordination to be effective without any additional consent or action on the part of the County; provided, however, that the County hereby agrees, at the sole cost and expense of the Company, to execute such agreements, documents, and instruments, in form and substance agreeable to the County and the Company, as may be reasonably required by such secured party or parties to effectuate or document such subordination. The County hereby authorizes the then current County Administrator to execute such agreements, documents, and instruments as necessary therefore, upon advice of legal counsel.
ARTICLE X

TERM; TERMINATION

SECTION 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The County’s rights to receive defaulted FILOT payments, indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

SECTION 10.02. Termination. The Company may terminate this Agreement at any time, in which event the Project shall be subject to ad valorem taxes from the date of termination.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

SECTION 11.01. Events of Default by Company. Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any FILOT Payments, Administration Expenses or indemnification required hereunder, which default shall not have been cured within 30 days following receipt of written notice thereof from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for 90 days after the County shall have given the Company written notice of such default, the Company shall fail to use best, commercially reasonable efforts to cure the same.

SECTION 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default and without limiting any other remedy or right which the County might have at law or in equity, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(i) declare immediately due and payable all payments due hereunder including, without limitation, any such FILOT payments, payments of Administration Expenses or indemnification payments;

(ii) terminate this Agreement by delivery of written notice to the Company not less than 30 days prior to the termination date specified therein;
(iii) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project; or

(iv) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

SECTION 11.03. Application of Moneys Upon Enforcement of Remedies. Any moneys received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; third, to pay any indemnification amounts owed to the County hereunder; fourth, to pay the FILOT; and fifth, to pay any other amount due to the County under this Agreement.

SECTION 11.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced, and the exercise or the failure to exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing by law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

SECTION 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

SECTION 12.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.
(a) As to County:
Anderson County, South Carolina
Attn: Rusty Burns, County Administrator
P. O. Box 8002
Anderson, South Carolina 29622-8002

with a copy to:

Anderson County Attorney
P. O. Box 8002
Anderson, South Carolina 29622-8002

(b) As to Company:

Project Spindle
Attn:

SECTION 12.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of South Carolina.

SECTION 12.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other as to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

SECTION 12.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

SECTION 12.07. Headings and Table of Contents: References. The headings of the Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or subdivisions of this Agreement are references to the designated Articles or Sections or subdivisions of this Agreement.

SECTION 12.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Facsimile signatures may be relied upon as if originals.

SECTION 12.09. Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the FILOT Simplification Act, this Agreement may be amended, or the rights and interests of the parties hereunder surrendered, only by a writing signed by both parties.
SECTION 12.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in writing signed by the waiving party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

(signatures on following pages)
ANDERSON COUNTY, SOUTH CAROLINA

By: ____________________________
    Robert T. Dunn, Chairman
    Anderson County Council
    Anderson County, South Carolina

(SEAL)

ATTEST:

______________________________
Clerk to County Council
Anderson County, South Carolina
PROJECT SPINDLE

BY: ______________________

NAME:______________________

ITS: ________________________

SPONSOR AFFILIATE

BY: ________________________

NAME: ______________________

ITS: ________________________
EXHIBIT “A”

LAND DESCRIPTION

Project Spindle Project Site property – Anderson County TMS #____________
INFRASTRUCTURE FINANCING AGREEMENT

THIS INFRASTRUCTURE FINANCING AGREEMENT (the “Agreement”), dated as of March 1, 2018 (the “Agreement” or the “IFA”), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and PROJECT SPINDLE, a South Carolina corporation, (the “Company”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (the “Code”), to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in-lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, and sections 4-1-170, 4-1-175, 4-29-68, and 12-44-70 of the Code (collectively, the “Act”, as defined herein) for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of December 19, 2017 (the “Inducement Agreement”), the Company committed to expand by construction and purchase, certain manufacturing facilities in the County, including paying a portion of the cost of certain infrastructure of the County serving the expansion (the “Project”); and

WHEREAS, Project Spindle (the “Company”), a South Carolina corporation, along with one or more Sponsor Affiliates (together with the Company, collectively referred to herein as the “Company” or “Project Spindle”) is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparati, and equipment, for the expansion of a manufacturing facility in the County (the “Project”), which will result in the investment of an expected Ten Million Dollars ($10,000,000) (but not less than Eight Million Nine Hundred Thousand Dollars ($8,900,000)) or more in new investment in the County (some of which may be ordinary taxable property) during the Initial Investment Period (as that term is defined below), and all of which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act, and the creation of an expected seventy one (71) or more new, full-time jobs, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (January 1, 2017) and ending five (5) years after the last day of the property tax year (2017) during which the Project is placed in service (the “Initial Investment Period”); and

WHEREAS, the Company is already a major investor and employer in the County; and
WHEREAS, the Company has long been an exemplary corporate citizen of the County, providing solid employment opportunities for many County residents engaging in community improving activities, and continuing to invest in the community; and

WHEREAS, the County and Greenville County, South Carolina have established a joint county industrial and business park (the “Park”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code; and

WHEREAS, the property on which the Project is to be located is or will be included within the Park, as is certain property of the Company which is not subject to a negotiated fee-in-lieu-of-tax (“FILOT”) arrangement; and

WHEREAS, pursuant to the provisions of the Park Agreement (as defined herein), the owners of all property located within the Park are obligated to make or cause to be made payments-in-lieu of tax to the County, which such payments-in-lieu of tax are to be distributed according to the Park Agreement to Greenville County and to Anderson County, in the total amount equivalent to the ad valorem property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and

WHEREAS, pursuant to and as explained in the Inducement Agreement, the County agreed to provide certain special source revenue financing to partially reimburse the Company for some of the Company’s costs of eligible and qualifying Infrastructure (as defined herein and in the Act) for the Project as further specified herein and in the Inducement Agreement; and

WHEREAS, by Ordinance No. _______, duly enacted by the County Council on __________, 2018, following a public hearing conducted on __________, 2018, in compliance with the terms of the Act (as defined herein), the County Council of the County has duly authorized execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I
DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

“Act” shall mean, collectively, Chapters 1 and 29 of Title 4 and Chapter 44 of Title 12 of the Code of Laws of South Carolina 1976, as amended, and all future acts amendatory thereof.
“Agreement” shall mean this Infrastructure Financing Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.


“Company” shall mean, collectively, Project Spindle, a South Carolina corporation, and its successors and assigns.

“Cost” or “Cost of the Infrastructure” shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for real property and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the costs of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which costs are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs of any kind which may be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

“County Council” shall mean the County Council of the County.

“Event of Default” shall mean, with reference to this Agreement, the occurrence described in Section 6.01 hereof.

“Fee Agreement” shall mean that certain Fee in Lieu of Tax Agreement between Anderson County, South Carolina and Project Spindle dated as of March 1, 2018.

“Fee Payments” shall mean payments-in-lieu of taxes made by the Company with respect to the Project.

“Infrastructure” shall mean, with respect to the Project, (i) land purchase and grading, (ii) the buildings, roads, water and sewer facilities and other utilities serving the Project (to the extent not paid for with state, local or federal grants), (iii) all land, improvements, and fixtures attached to and so related to any of the property described in the foregoing clauses as to be considered an integral part of such property, and (iv) personal property, including machinery and equipment, all as used in the operation of the Project.
“Infrastructure Credits” or “Credits” shall mean the special source revenue credits in the amount set forth in Section 3.02 hereof against the Company’s Net Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“Minimum Company Commitment” shall mean new investment of not less than Eight Million Nine Hundred Thousand Dollars ($8,900,000) in the Project in the County and the creation of not less than seventy one (71) new jobs.

“Multi-County Fee” shall mean the fee payable by the County to Greenville County, South Carolina, pursuant to the Park Agreement.

“Net Fee Payments” shall mean the Fee Payments retained by the County after payment of the Multi-County Fee.

“Ordinance” shall mean Ordinance No. ___ enacted by the County Council of the County on ________, 2018, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the joint county industrial and business park agreement entered into by and between the County and Greenville County, South Carolina, as from time to time amended.

“Park” shall mean the Joint County Industrial and Business Park established by the County and Greenville County pursuant to the terms of the Park Agreement.

“Project” shall mean the Company’s acquisition by construction or purchase of certain land, buildings, equipment, furnishings, structures, fixtures, appurtenances and other materials for manufacturing operations within the County and placed in service during the Initial Investment Period or the Extended Investment Period (as both terms are defined in the Fee Agreement).

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By
proper action by the County Council of the County, the County has been duly authorized to
execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the
Infrastructure for the purpose of promoting the economic development of the County.

(c) To the knowledge of the undersigned representatives of the County, the County is
not in violation of any of the provisions of the laws of the State of South Carolina, where any
such violation would affect the validity or enforceability of this Agreement.

(d) To the knowledge of the undersigned representatives of the County, the
authorization, execution, and delivery of this Agreement, and the compliance by the County with
the provisions hereof, will not conflict with or constitute a breach of, or a default under, any
existing law, court or administrative regulation, decree or order, or any provision of the South
Carolina Constitution or laws of the State relating to the establishment of the County or its
affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or
by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance,
and the performance of the transactions contemplated hereby and thereby do not and will not, to
the knowledge of the undersigned representatives of the County, conflict with, or result in the
violation or breach of, or constitute a default or require any consent under, or create any lien,
charge or encumbrance under, the provisions of (i) the Constitution of the State of South
Carolina or any law, rule, or regulation of any governmental authority, (ii) any agreement to
which the County is a party, or (iii) any judgment, order, or decree to which the County is a party
or by which it is bound; there is not, to the County’s knowledge, any action, suit, proceeding,
inquiry, or investigation, at law or in equity, or before or by any court, public body, or public
board, which is pending or threatened challenging the creation, organization or existence of the
County or its governing body or the power of the County to enter into the transactions
contemplated hereby, or wherein an unfavorable decision, ruling or finding would adversely
affect the enforceability of this Agreement or any other agreement or instrument to which the
County is a party and which is to be used in connection with or is contemplated by this
Agreement, nor to the knowledge of the undersigned representatives of the County is there any
basis therefor.

(f) Notwithstanding any other provisions herein, the County is executing this
Agreement as statutory accommodation to assist the Company in achieving the intended benefits
and purposes of the Act. The County has made no independent legal or factual investigation
regarding the particulars of this transaction and it executes this Agreement in reliance upon
representations by the Company that the documents comply with all laws and regulations,
particularly those pertinent to industrial development projects in South Carolina. No representation
of the County is hereby made with regard to compliance by the Project or any Person with laws
regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining
to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any
property, including the Land (as defined in the Fee Agreement).
Section 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is in good standing, under the laws of the State of South Carolina, has the power to enter into this Agreement, and by proper Company action has been and will be duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors’ rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The financing of a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

(e) To the knowledge of the undersigned representative of the Company, there is no pending or threatened action, suit, proceeding, inquiry or investigation which would materially impair the Company’s ability to perform its obligations under the Agreement.

SECTION 2.03. Covenants of the County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State or any other political subdivision of the State.
SECTION 2.04 Covenants of the Company. Pursuant to the Inducement Agreement, the Company agrees to achieve the Minimum Company Commitment within three (3) years of the end of the calendar year in which the Fee Agreement was dated, for purposes of this Agreement and the Special Source Credits authorized herein (as contrasted with the separate Investment Period of the Fee Agreement).

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Cost of Infrastructure. The Company agrees to pay, or cause to be paid, its share of the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credits received by the Company. The Company agrees to complete the acquisition and construction of the Infrastructure (other than that being constructed or paid for by the County) pursuant to the plans and specifications approved by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Special Source Revenue Credits.

(a) Commencing with the first Fee Payment by the Company due with respect to the Project after the date of this Agreement, and continuing for four (4) annual Fee Payments thereafter (for a total of Five (5) annual Fee Payments), the County shall hereby provide an Infrastructure Credit (the “Credits”) of forty percent (40%) of the Net Fee Payments made by the Company on behalf of the Project, pursuant to the Park Agreement; and then, for the next five (5) annual Fee Payments thereafter, the County shall hereby provide an Infrastructure Credit of thirty percent (30%) of the Net Fee Payments made by the Company on behalf of the Project; further, if the Company has any building, land, or machinery and equipment which is not subject to a FILOT or MCIP Agreement and which is currently being taxed using a ten and a half percent (10.5%) assessment ratio, the County will provide a forty percent (40%) Infrastructure Credit for twenty (20) years (the “Additional Credit”)(but no combination of statutory manufacturing abatement, new (2017) nine percent (9%) statutory manufacturer’s tax relief, and Additional Credit for such building, land, or machinery and equipment described in this clause shall exceed a total of 40% of tax (fee) payments for such property), all subject to the following limitations and requirements: (1) as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credits received by the Company, (2) once the Company has realized and received the Infrastructure Credits for a total of ten (10) annual fee payments, the Infrastructure Credits provided hereunder shall end. THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN

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THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS FULL FAITH, CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

(b) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its full faith or credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Net Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Net Fee Payments.

(c) Further, if the Company fails to complete the Minimum Company Commitment, then the Credits described in Section 3.02(a) shall each automatically be reduced to twenty percent (20%) for the remaining terms of such Credits. However, should the Company complete the Minimum Company Commitment by the end of the fourth tax year following the end of the year in which Project Property is first placed in service, then the Credits will each be reinstated, prospectively, for the remainder of their respective terms, but no already forfeited Credit will be reinstated thereby.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company (a) a copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and (b) such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfer of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law and the provisions of the Fee Agreement, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County’s obligations to provide the Infrastructure Credits to the Company’s assignee of such payments under this Agreement, provided (a) such assignee continues to make Fee Payments
pursuant to the Park Agreement in the same manner and to the same extent as required of the Company, (b) such assignment is consummated in accordance with the provisions of the Fee Agreement and (c) the County consents to the assignment of the Infrastructure Credits which said consent shall not be unreasonably withheld.

SECTION 4.03 Assignment by County. The County shall not attempt to assign, transfer, or convey its obligation to provide the Infrastructure Credits provided for hereunder to any other Person.

ARTICLE V
SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. To the extent permitted by law, the County hereby grants to the Company a first priority lien and security interest in and to the Net Fee Payments for performance by the County of its obligations under this Agreement, but only to the extent of the County's obligations under this Agreement.

SECTION 5.02. Obligations Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement.

ARTICLE VI
DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default. If the County or Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement, which failure shall continue for a period of thirty (30) days after written notice by the non-breaching party specifying the failure and requesting that it be remedied is given via first-class mail, the County or Company (as the case may be) shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by County or Company. Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the breaching party to carry out any agreements with or for its benefit and to perform the breaching party's duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) by action or suit in equity require the breaching party to account as if the breaching party were the trustee of an express trust for the non-breaching party;
(d) exercise any or all rights and remedies provided by the Uniform Commercial Code in effect in the State of South Carolina, or any applicable law, as well as all other rights and remedies possessed by the non-breaching party; or

(e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.04. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article VI to the Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

MISCELLANEous

SECTION 7.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Infrastructure Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Infrastructure Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same
economic benefit to the Company which would otherwise be enjoyed by the Company for the
duration of the Infrastructure Credits provided, further, the Company shall be the purchaser of
any such special source revenue bond.

SECTION 7.04 No Liability for Personnel of County or Company.
No covenant or agreement contained in this Agreement shall be deemed to be the covenant or
agreement of any member, agent, or employee of the County or its governing body, or of the
Company or any of its officers, employees, or agents in his individual capacity, and neither the
members of the governing body of the County nor any official executing this Agreement shall be
liable personally on the Agreement or the Infrastructure Credits or be subject to any personal
liability or accountability by reason of the issuance thereof.

SECTION 7.05 Notices. All notices, certificates, requests, or other
communications under this Agreement shall be sufficiently given and shall be deemed given,
unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and
confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

As to the County:

Anderson County, South Carolina
Attn: Rusty Burns, County Administrator
P. O. Box 8002
Anderson, South Carolina 29622-8002

with a copy to:

Anderson County Attorney
P. O. Box 8002
Anderson, South Carolina 29622-8002

As to the Company:

The County and the Company may, by notice given as provided by this Section 7.05,
designate any further or different address to which subsequent notices, certificates, requests or
other communications shall be sent.

SECTION 7.06 Applicable Law. The laws of the State of South Carolina shall
govern the construction of this Agreement.

SECTION 7.07 Counterparts. This Agreement may be executed in any number of
counterparts, each of which, when so executed and delivered, shall be an original, but such
counterparts shall together constitute but one and the same instrument.

SECTION 7.08 Amendments. This Agreement may be amended only by written
agreement of the parties hereto.
SECTION 7.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 7.10. Termination; Defaulted Payments. This Agreement shall terminate on the date upon which all Infrastructure Credits due to the Company hereunder have been so credited; provided, however, in the event the County or the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the County or the Company, respectively, until the amount in default shall have been fully paid.

[EXECUTION PAGE FOLLOWS]
IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the Company has caused this Agreement to be executed by its authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: __________________________________________
    Robert T. Dunn, Chairman
    Anderson County Council
    Anderson County, South Carolina

(SEAL)

ATTEST:

________________________________________
Clerk to County Council
Anderson County, South Carolina
PROJECT SPINDLE

By: ______________________________

Its: ______________________________

Sponsor Affiliate of Project Spindle

By: ______________________________

Its: ______________________________
RESOLUTION NO: 2018-015

A RESOLUTION AUTHORIZING ANDERSON COUNTY TO SERVE AS APPLICANT AND ADMINISTRATOR, ON BEHALF OF TRI-COUNTY TECHNICAL COLLEGE (TCTC), TO THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (SCDHEC) FOR A RECYCLED TIRE AND PLASTIC RESEARCH EDUCATION AND DEVELOPMENT SERVICE (RTP-READS) GRANT, AND OTHER MATTERS RELATED THERETO

Whereas, Anderson County and Tri-County Technical College have a history of partnership on projects undertaken for the benefit of the county and the region; and

Whereas, Anderson County has in the past provided grant applicant and administration services for TCTC for such projects, including the development of the QuickJobs Center on Michelin Boulevard; and

Whereas, TCTC has asked Anderson County to apply, on TCTC’s behalf, for an RTP-READS grant offered through SCDHEC, to be used for the development and promotion of scrap tire and plastic applications and recycling technology;

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

1) The Anderson County Administrator is authorized to submit the described grant application;
2) The Administrator and the County Attorney are authorized to negotiate and develop with TCTC a Memorandum of Understanding (MOU) that will outline each parties roles and responsibilities related to the grant-funded project;
3) Anderson County Council must authorize formal acceptance of the grant as well as the MOU and any other related agreements prior to the grant’s execution;
4) Nothing in this resolution shall be construed as approval or commitment by Anderson County Council to provide matching funds or any other sort of funding related to the project.
5) All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
6) Should any part or portion of this resolution be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such finding shall not affect the remainder of hereof, all of which is hereby deemed separable.
7) This resolution shall take effect and be in force immediately upon enactment.
Resolved in meeting duly assembled this 20th day of February, 2018.

ATTEST:

__________________________
Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY

__________________________
Tommy Dunn, Chairman
Anderson County Council

__________________________
Lacey Croegaert
Clerk to Council

APPROVED AS TO FORM:

__________________________
Leon C. Harmon
County Attorney
RESOLUTION No. 2018-016

A RESOLUTION APPROVING THE ANDERSON COUNTY AND OCONEE COUNTY HAZARD MITIGATION PLAN DEVELOPED TO ASSIST COUNTIES IN THE UPSTATE IN REDUCING THE HUMAN AND ECONOMIC COSTS OF NATURAL DISASTERS AND SERVES ANDERSON AND OCONEE COUNTIES HAS BEEN UPDATED. THE PLAN WAS UPDATED FOR EACH COUNTY IN ACCORDANCE WITH THE REQUIREMENTS OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SECTION 322 OF THE DISASTER MITIGATION ACT OF 2000; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the “County”) is a body politic and a political and corporate subdivision of the State of South Carolina; and

WHEREAS, local governments may enter into agreements to share in administration of powers and the costs associated therewith pursuant to S.C. Const. Art. VIII, §13 and S.C. Code Ann. §6-24-40 (1976, as amended); and

WHEREAS, the health and safety of all County citizens are threatened by potential natural disasters, which are caused by tornadoes/high winds, winter storms, hurricanes, hail storms/thunderstorms, drought/heat wave, earthquakes, wildfires, floods and other natural disasters; In accordance with the Federal Emergency Management Agency (“FEMA”) section 322 of the Disaster Mitigation Act of 2000, the Anderson County and Oconee County Hazard Mitigation Plan (the “Plan”) provides for mitigation strategies for natural hazards including, but not limited to, the following: tornadoes/high winds, winter storms, hurricanes, hail storms/thunderstorms, drought/heat wave, earthquakes, wildfires, and floods; and

WHEREAS, Anderson County Council desires to express its intentions to set forth strategies to mitigate and reduce human and economic costs of natural disasters in Anderson County pursuant to FEMA Section 322 of the Disaster Mitigation Act of 2000 by adopting the Plan.
NOW, THEREFORE BE IT RESOLVED, in meeting duly assembled by the Anderson County Council as follows:

1. The County hereby adopts the Plan and authorizes the County Administrator or his designee to execute the Plan on behalf of the County.

2. All funding necessary to implement the Plan shall come from: (a) state and/or federal grant funds where no matching funds are required from the County or (b) funding specifically approved by subsequent action of Anderson County Council.

3. That from time to time this Plan may be revised and that such revisions shall require approval by Anderson County Council.

4. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

5. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

6. This resolution shall take effect and be in force immediately upon enactment.
RESOLVED, in meeting duly assembled this 20th day of February 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney
FINANCE COMMITTEE AGENDA

Committee Members:
The Honorable Ken Waters, Chairman
The Honorable M. Cindy Wilson
The Honorable Ray Graham

Friday, February 16, 2018 - 12:00 p.m.

Historic Courthouse
Administrator's Conference Room - Second Floor

Chairman Tommy Dunn, Presiding

1. Call to Order

2. Invocation and Pledge of Allegiance

3. Capital
   a. Airport Aircraft Rescue and Fire Fighting (ARFF) Truck
   b. Town of Pelzer Vehicle Request

4. Grants
   a. FY 2017 State Homeland Security Grant
   b. Tri-County Technical College Waste Tire Research Grant

5. Mid-Year Financial Update

6. Transfer

7. Executive Session-Contractual Matters regarding Building Purchase

Chairman Dunn
Honorable M. Cindy Wilson
Mr. Steve Newton
Mr. Joseph Stone
Lt. Rob Gebing
Mr. Steve Newton
Ms. Rita Davis
Ms. Rita Davis
Mr. Rusty Burns
FINANCE COMMITTEE AGENDA
Committee Members:
The Honorable Ken Waters, Chairman
The Honorable M. Cindy Wilson
The Honorable Ray Graham

SUMMARY OF FC AGENDA ITEMS

ANDERSON COUNTY FINANCE COMMITTEE MEETING
February 16, 2018 12:00 p.m.
Historic Courthouse – Administrator’s Conference Room - Second Floor
Chairman Dunn – Presiding

3. Capital

3a. Airport Aircraft Rescue and Fire Fighting (ARFF) Truck
- Requesting permission to purchase an Airport Aircraft Rescue and Fire Fighting Truck (ARFF). This is due to the fact that out of the last four inspections by the FAA, we were in jeopardy of not passing three of these.
- Approximate cost is $350,000.
- The FAA will cover 90% ($315,000), the state 5% ($17,500), and the County match would be 5% ($17,500).
- Previously the FAA would not cover these vehicles. However, the Airport Manager, Justin Julian kept discussing this with him & he finally got permission for it to be covered.
- The General Fund would need to loan the Airport Fund the funds until the summer of 2019 when we would be reimbursed by the FAA & State Aeronautics.
- The vehicle previously purchased for this would go to Building and Grounds who have a need for it.
- If we don’t purchase this vehicle, we would have to buy a new ARFF skid apparatus for $35,000. We can get a whole new truck that is designed for fighting aircraft fires. It could also put out grass & structure fires if needed.

3b. Town of Pelzer Vehicle Request
- The Town of Pelzer has asked Sheriff McBride for an administrative vehicle to be used by their mayor and town representatives on municipal business.
- Mr. Stone has identified a 2004 Dodge Intrepid that has 167,912 miles on it that he is recommending be transferred to the Town of Pelzer.

4a. FY 2017 State Homeland Security Grant
- The Bomb Team is requesting to purchase the following items under the State Homeland Security Grant:
  1. 1 portable x-ray generator for $5,000 to enhance the capability of the NeXray system they have.
2. 2 tactical/fragmentation style vests for $10,000 ($5,000 each). These are required by the National Bomb Squad Commanders Advisory Board. This is a new requirement.

3. 1 lightweight EOD search suit for $14,000. This is a tactical search suit used to respond to WMD events and support SWAT response in actual or suspected WMD situations. This is a replacement suit for an item that is over 18 years old.

4. $3,000 for 4 night vision helmet mounts and $5,000 for exercise support for the annual regional exercise.

5. No County match.

4b. Tri-County Technical College Waste Tire Research Grant

- Tri-County Technical College has requested that Anderson County serve as applicant and administrator for a DHEC recycled tire and plastic research education grant and development service.
- The program will advance scrap tire and plastic technologies through education and technology transfer.
- A memorandum of understanding will be developed that will outline each parties roles and responsibilities related to the grant-funded project.
- Anderson County will not be providing any funding under this grant. Only assistance in grant application and administration.

5. Mid-Year Financial Update

- The original FY 18 projected a usage of General Fund balance of $5,446,745. The supplemental budget ordinance that has been proposed is projected to use an additional $2,711,320 of General Fund balance for a total of $8,158,065.
- However, the projection currently reflects that we will use less than half of that amount or approximately $2.2 million.

6. Transfer

- PAWS requesting permission to transfer $3,500 to uniforms - $1,500 from telephone and $2,000 from water & sewer.

7. Executive Session – Contractual Matters regarding Building Purchase
Reasons to have a purpose built ARFF fire truck vs. getting a new skid unit:

1. With a Purpose Built fire truck you get multiple agents on the truck and more capacity of the agents as well as more use out of the truck for different types of emergencies.
2. You get 500 lbs of dry chemical agent, 300 gallons of water and 40 gallons of foam in one truck.
3. The skid unit also has less quantity of water on the truck so you would have 300 gallons of water mixed with 40 gallons of foam versus just 125 gallons of foam on the truck so you have more extinguishing agent options.
4. The purpose built fire truck is pump driven which allows the truck to flow more agent out and quicker than being pressurized by a nitrogen cylinder on the skid unit.
5. Also you have different types of ways to extinguish the fire. You have a front bumper turret. With the front bumper turret you can control it from the inside of the cab of the truck without getting out which allows to get agent on the fire quicker, further, and whole lot safer for the first responder responding in the ARFF vehicle. You also have 2 types of hoses you can deploy off the apparatus to extinguish the fire. You have a slot to put 200 feet of 1.5 inch pre connect fire hose with a task force nozzle to be able to deploy to fight structural fires as well as vehicle or aircraft fires if it came down to having to deploy the hand line.
6. You also have 150' of bundled pre connect dual agent hose in the rear compartment of the truck that can be deployed for fighting also aircraft fires as well as field fires and mulch fires that are on the field which we have had 2 incidents within a years' time of each other so we would be able to take care of or at least get a start on whatever type of emergency we have on the field until more agencies arrive on sight to help out with the emergency.
7. You also have compartments all around the truck to store extra foam buckets, fire hand tools and hose appliances, spare SCBA's for other responders to have on sight to be able fight fires or whatever the case may be to have an SCBA. We would be purchasing a 4 door chassis f-550 which we would also be able to store more SCBA's as well as be able to load up more manpower in the truck to have on the sight in time of an emergency.
8. The truck also comes with scene lighting to light up the scene of the emergency at night for visibility and runs off a generator that comes with the truck. The truck would also be able to cover the street of the airport as well as the businesses on airport road to assist with Center Rock Fire Department.
9. All of these reasons are to be able to maintain the safety of the pilots and customers of the Anderson Regional Airport that fly in here day to day. We would be very fortunate to have and own a purpose built fire truck for multiple purposes for the airport and would be able to last us for a very long time throughout the years for the Anderson Airport.
Phyllis White
Executive Assistant to the Administrator

O: 864.716.3617
C: 864.642.5541
F: 864.260.4548
pwhite@andersoncountysc.org

Historic Courthouse
101 South Main Street
Anderson, SC 29624

PO Box 8002
Anderson, SC 29622

From: A. Justin Julian
Sent: Monday, February 05, 2018 10:31 AM
To: Steve Newton <snewton@andersoncountysc.org>; Rusty Burns <rburns@andersoncountysc.org>
Subject: Airport ARFF Vehicle

Gentlemen,

I hope you've had a wonderful weekend. Concerning our Airport Aircraft Rescue and Fire Fighting (ARFF) Truck, I would like to know the direction you wish to proceed. As you are well aware, our current ARFF Truck is in a rough state. The ARFF truck has put our FAA Part 139 Inspection in jeopardy 3 out of our 4 most recent inspections. These issues have ranged from the truck not starting the day before our inspection to our FAA required dry chemical agent failing to deploy during our 2016 and 2017 FAA Part 139 Inspections. In the past, it seemed the FAA would not fund an ARFF vehicle so I took measures to mitigate the risks to the best of our abilities. The first step was to replace the current dump
truck with a newer more reliable vehicle. This is the reasons we requested the new flatbed truck, as it was my hope the new vehicle would prove more reliable. Had I known last year that the FAA would reverse its decision, I would have moved forward with a new ARFF Truck instead.

The second issue is the ARFF skid unit which is utilized to fight an aircraft fire and holds up to 125 gallons of foam and 500 pounds of dry chemical. According to Anderson County Fire & Safety Company (who maintains our ARFF skid unit), the skid unit is so old that if any component fails they will be unable to order any replacements parts. Consequently, a new ARFF Skid Apparatus will require approximately $35,000 and a five month lead time to create.

Upon understanding our critical need for an ARFF Truck and the FAA’s stance on not funding our equipment, our FAA Inspector Mr. Warren Relaford started knocking down a few doors on our behalf in the FAA Southern Region. The results of his efforts are not only are we now eligible for an ARFF Truck, it carries one of the highest priority ratings and the FAA and State will fund it up to 95%. Another way to look at this is if we are looking to acquire a $350,000 ARFF Truck, the Anderson County 5% share will be $17,500. A new ARFF truck will require approximately eight months to a year to produce. Although we could place the order today, we would have to wait until the Summer of 2019 to receive our 95% reimbursement and ensure we did not derail any of our current or future FAA projects.

Alternatively, we could allow for the FAA and State to pay for our newly purchased flatbed truck in addition to the $35,000 ARFF Skid Unit. This would reduce our expenses to a fraction of the price and we could continue to meet the minimum requirements to pass our FAA Part 139 Inspections. As detailed by Mr. Alex Wengerd, our FBO Technician and Professional firefighter, the merits of a purpose built ARFF truck would outweigh those concerning an ARFF skid unit which may be reviewed by the document attached and YouTube video link below.

As the Airport Manager of the Anderson Regional Airport, I believe it would serve our best interest to move forward acquiring a purpose built ARFF vehicle. The aspect I find the most appealing is that the new ARFF truck would have a bumper mounted turret that could be utilized by any member of Airport staff in the event of an emergency. The bumper turret is operated via a joystick in the cabin, allowing agent to be deployed without anyone leaving the vehicle. The 4 wheel drive truck would enable us to also put out grass fires and structure fires, both of which have occurred at the airport this past year. The ARFF Truck could also afford year round protection for the Airport, despite only being required for the 15 minutes before and after the large charter jet operation.

Finally, the FAA only requires ARFF protection whenever the sports teams fly into and out of the Anderson Regional Airport. In the event a small airplane or corporate jet (First Quality, TTI, etc.) were to crash, the response time from Center Rock Fire Department would be about 10 minutes at the earliest. With that amount of time passing the chance of passengers surviving would be nil, which make our response time during our three (3) minute drill for our annual FAA Part 139 Inspection paramount. With our current ARFF truck, the only person we have that could operate the skid unit and deploy the fire hose would be Mr. Alex Wengerd who is only serves part-time. With a new vehicle, even if Airport staff elected to wait for the first responders to arrive, our staff would at the very least have the option and ability to suppress a fire until their arrival.

Despite my recommendation, I am fully aware Anderson County has invested a substantial amount in the Anderson Regional Airport. From the Terminal Project, to the Runway Rehabilitation with the extra 50 ft. of pavement, supporting our first ever weekend airshow, and to honoring our capital requests for continued growth. I do not wish for the $350,000 ARFF Truck to become the straw to break the camel’s back, nor do I have access to the funds to move forward with the purchase. At the end of the day, this is simply an opportunity cost. Rusty asked for me to look into getting a fire truck and, against the longest of odds, we have a chance at getting one to be reimbursed up to 95%. Whichever choice you would prefer (ARFF Truck or Skid Unit), we would need to utilize the equipment until the end of its useful life which is approximately 15 years. Approached from a different view, we will not have the opportunity to make this decision again until 2033.
I am aware this was a lengthy email, but I wanted you both to be as knowledgeable as possible. I will proceed in whichever fashion you deem is best for both Anderson County and the Anderson Regional Airport. If you have any additional questions, please let me know.

Sincerely,

Justin Julian
Airport Manager
Anderson Regional Airport

https://youtu.be/s3XNl8FmUTU

From: alex wengerd [mailto:crf150@bellsouth.net]
Sent: Wednesday, January 31, 2018 2:40 PM
To: A. Justin Julian <ajjulian@andersoncountysc.org>
Subject: ARFF Vehicle

Justin,
Attached is what I have came up with for the fire truck as well as buying a purpose built fire truck vs. getting a new skid unit. We NEED a purpose built! Fingers crossed! If you have any questions give me a call on my cell!

Thanks,
Alex Wengerd
We have a vehicle maybe 2 that would fit the bill for this. I assume this will be a donation to them as has been done in the past. I believe this will require a vote by council. If you need the exact info on the vehicle let me know.

Sent from my iPhone

Begin forwarded message:

From: Chad McBride <cmcbride@andersonsheriff.com>
Date: February 12, 2018 at 8:01:41 PM EST
To: Joseph Stone <jstone@andersoncountysc.org>
Subject: Vehicle for the Town of Pelzer

Hey Sir,

The town of Pelzer has asked that we consider donating a vehicle(s) from our fleet to be used for local government use only. They are in need of a sedan style vehicle that can be used by the mayor and or town representatives. Again this would be for the Town of Pelzer use only and not for personal use.
Any sedan that is in good working order that is not equipped with police equipment should meet their needs.

Thank you,

Chad McBride

Sent from my iPhone
Robert Carroll

From: Joseph Stone
Sent: Tuesday, February 13, 2018 2:53 PM
To: Rita Davis; Robert Carroll
Cc: Holt Hopkins; Chad McBride; Anna Marie Brock
Subject: West Pelzer Vehicle Donation
Attachments: IMG_1845.jpg

Unit 22020 Dodge Intrepid 2004 Model Year with 167,912 miles. Currently assigned as an admin/academy car spare. Attached photo. Anna Marie may need to see if we have a title on hand.
PURCHASE REQUISITION
COUNTY OF ANDERSON

DATE 2/12/2018

SHIP OR DELIVER TO

ANDERSON COUNTY FLEET SERVICES
JOSEPH STONE
739 MICHELIN BOULEVARD

ANDERSON, SC 29626

QUANTITY UNIT DESCRIPTION PRICE EXTENDED TAX
1 EA NEW OR UNUSED FORKLIFT WITH CLAMP ATTACHMENT PER BID SPECS #18-041 34,152.00 36,542.64 Y
1 EA DELIVERY 570.00 570.00 N

DELIVERY TO:
ANDERSON COUNTY FLEET SERVICES
ATTN: J STONE
739 MICHELIN BLVD
ANDERSON, SC 29626

TITLE/PAPERWORK:
COUNTY OF ANDERSON
101 S. MAIN ST
ANDERSON, SC 29624

TOTAL AMOUNT: 37,112.64

KNOWN SUPPLIERS
SOUTHLAND EQUIPMENT SERVICE, INC.
109 N. SHORECREST RD.
COLUMBIA, SC 29209

Entered By MDPowell 2/12/2018
Dept Head Approval JMSTONE 2/13/2018
Divn Head Approval MHOPKINS 2/13/2018
Grant Approval Purchasing Received

BID # 18-041
ANDERSON COUNTY GRANT FISCAL IMPACT FORM

**Grant Name:** FY 2017 State Homeland Security Program

**Grant Number:** 17SHSP02

**Grant Period:** 10/01/2017 - 9/30/2018

**Grant Award:** $35,000

**Project Manager:** Lt. Rob Gebing

**Contact Number:** (864) 260-11106

**Address/Location:**
300 Carson Rd.
Anderson, SC 29625

**Area Served:** Anderson County

**Council District:** All

**Justification:**

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. Activities implemented under SHSP must support homeland preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support homeland preparedness simultaneously support preparedness for other hazards. Grantee must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on homeland preparedness.

The project under this grant is “Upstate Regional WMD Bomb Team, Anderson County SO.” The Bomb Team is comprised of highly trained personnel, who also respond to unstable/hazardous commercial explosives, military ordnance, and bomb threats. The team is outfitted with a bomb robot used in approach suspected devices, and with the use of video technology, the technician can more safely render suspected devices safe. There is always potential to encounter WMD situations and team members must be trained to handle those situations as they occur. With the funds awarded, SLED has approved the purchase of a tactical search suit, two tactical vests, a portable x-ray generator, 4 night vision helmet mounts, and designated $5,000 for exercise support for the annual regional exercise. For these purchases, there are not any Foreseen ongoing commitments beyond those which are already provided for the upkeep of equipment for the bomb team. Any funds that are spent beyond the grant award will be expanded from the ACSO budget or the ACSO support services budget.

**COSTS**

<table>
<thead>
<tr>
<th>Grant Award</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 17-18</td>
<td>0</td>
</tr>
<tr>
<td>FY 18-19</td>
<td>0</td>
</tr>
<tr>
<td>FY 19-20</td>
<td>0</td>
</tr>
<tr>
<td>FY 20-21</td>
<td>0</td>
</tr>
<tr>
<td>FY 21-22</td>
<td>0</td>
</tr>
<tr>
<td>FY 22-23</td>
<td>0</td>
</tr>
</tbody>
</table>

**Cumulative Operational Costs**

<table>
<thead>
<tr>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Covers 100%. There is no match required.</td>
</tr>
<tr>
<td>35,000.00</td>
</tr>
<tr>
<td>Total Funds</td>
</tr>
</tbody>
</table>

Form approved for submission by: [Signature]

Date Approved by Finance Committee:

Date Approved by County Council:

10/30/2017
# Grant Capital Items

If you are requesting new Capital items on the grant (Items over $1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>5912 - FEMA</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRANT NAME:</td>
<td>FY2017 State Homeland Security</td>
</tr>
<tr>
<td>GRANT NUMBER:</td>
<td>17SHSP02</td>
</tr>
<tr>
<td>PROJECT MGR:</td>
<td>Robert Gelbng</td>
</tr>
<tr>
<td>CONTACT NUMBER:</td>
<td>864-260-1006</td>
</tr>
<tr>
<td>CAPITAL ITEM REQUESTED:</td>
<td>(1)— Portable x-ray generator</td>
</tr>
<tr>
<td>LOCATION WHERE CAPITAL ITEM WILL BE USED:</td>
<td>Bomb Team</td>
</tr>
<tr>
<td>DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:</td>
<td>Requesting a small portable x-ray generator that helps produce an x-ray image with equipment used by the Bomb team. The ACSO Bomb Squad currently uses LOGOs, ScanX, and recently, with awarded grant funding, acquired a NeXray system. The purchase of a small x-ray generator will enhance the current capability of the NeXray system in a WMD environment.</td>
</tr>
<tr>
<td>AMOUNT:</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td>NOTE:</td>
<td>Price should include taxes and shipping and handling charges.</td>
</tr>
<tr>
<td>DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?:</td>
<td>YES</td>
</tr>
</tbody>
</table>

If so, please tell how item to be replaced will still be used and location where it will be used.

| SIGNATURE OF DEPARTMENT MANAGER: | |
| SIGNATURE OF DIVISION DIRECTOR:  | |
**Grant Capital Items**

If you are requesting new capital items on the grant (items over $1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

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<tr>
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<td>17SHSP02</td>
</tr>
<tr>
<td><strong>Project Mgr:</strong></td>
<td>Robert Gebing</td>
</tr>
<tr>
<td><strong>Contact Number:</strong></td>
<td>884-260-1008</td>
</tr>
<tr>
<td><strong>Capital Item Requested:</strong></td>
<td>(2) Tactical/Fragmentation style vests</td>
</tr>
<tr>
<td><strong>Location Where Capital Item Will Be Used:</strong></td>
<td>Bomb Team</td>
</tr>
<tr>
<td><strong>Detail Description and Purpose for Capital Item:</strong></td>
<td>Requesting tactical/fragmentation style vests required by NBSCAB for the bomb technicians. Currently the ACSO Bomb Squad has no issued tactical/fragmentation style vests. These vests recently became a requirement per the NBSCAB instead of a recommendation making this purchase a critical need for the team and the safety of the Bomb Technicians.</td>
</tr>
<tr>
<td><strong>Amount:</strong></td>
<td>$10,000 ($5,000 each)</td>
</tr>
</tbody>
</table>

**Note:** Price should include taxes and shipping and handling charges.

**Does Capital Item Replaces Old Item Already on Hand?**  
(If yes fill in the information below)

If so, please tell how item to be replaced will still be used and location where it will be used.

**Signature of Department Manager:**

**Signature of Division Director:**
If you are requesting new Capital items on the grant (items over $1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

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<tr>
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<td>FY2017 State Homeland Security</td>
</tr>
<tr>
<td>PROJECT MGR:</td>
<td>Robert Jebling</td>
</tr>
<tr>
<td>CAPITAL ITEM REQUESTED:</td>
<td>(1) — Lightweight EOD Search Suit</td>
</tr>
<tr>
<td>LOCATION WHERE CAPITAL ITEM WILL BE USED:</td>
<td>Bomb Team</td>
</tr>
</tbody>
</table>

**DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:** Requesting a tactical search suit to respond to WMD type events and support SWAT response in actual or suspected WMD’s in a tactical environment where a rapid response is the priority. This capability allows a Bomb Technician to respond to support WMD missions in a faster and more tactical manner. This suit is a highly mobile, modular, versatile, lightweight tactical suit which covers the torso, arms, and legs of the end-user. It has a scalable platform and users can select different components depending on the threat and mobility requirements. It will also integrate with conventional gas masks.

**AMOUNT:** $14,000.00  
**NOTE:** Price should include taxes and shipping and handling charges.

**DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?**  
(NO)  
(If yes fill in the information below)

If so, please tell how item to be replaced will still be used and location where it will be used.

The suit requested will replace the second of the two SR55 search suits used which was designed for historically slower and more methodical responses and currently has over 18 years of service. 2016 SHSP allowed the purchase of one TAC-8 Search Suit, leaving one SR55 as a critical need to be replaced.

**SIGNATURE OF DEPARTMENT MANAGER:**

**SIGNATURE OF DIVISION DIRECTOR:**
RESOLUTION

A RESOLUTION AUTHORIZING ANDERSON COUNTY TO SERVE AS APPLICANT AND ADMINISTRATOR, ON BEHALF OF TRI-COUNTY TECHNICAL COLLEGE (TCTC), TO THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (SCDHEC) FOR A RECYCLED TIRE AND PLASTIC RESEARCH EDUCATION AND DEVELOPMENT SERVICE (RTP-READS) GRANT, AND OTHER MATTERS RELATED THERETO

Whereas, Anderson County and Tri-County Technical College have a history of partnership on projects undertaken for the benefit of the county and the region; and

Whereas, Anderson County has in the past provided grant applicant and administration services for TCTC for such projects, including the development of the QuickJobs Center on Michelin Boulevard; and

Whereas, TCTC has asked Anderson County to apply, on TCTC’s behalf, for an RTP-READS grant offered through SCDHEC, to be used for the development and promotion of scrap tire and plastic applications and recycling technology;

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

1) The Anderson County Administrator is authorized to submit the described grant application;
2) The Administrator and the County Attorney are authorized to negotiate and develop with TCTC a Memorandum of Understanding (MOU) that will outline each parties roles and responsibilities related to the grant-funded project;
3) Anderson County Council must authorize formal acceptance of the grant as well as the MOU and any other related agreements prior to the grant’s execution;
4) Nothing in this resolution shall be construed as approval or commitment by Anderson County Council to provide matching funds or any other sort of funding related to the project.
Establishment of Recycled Tire and Plastic Research Education and Development Service (RTP-READS)

Research Proposal

Submitted by: Serji Amirkhanian

September 17, 2017
INTRODUCTION
South Carolina’s goal is to recycle at least 40% of its municipal solid waste by 2020. The recycling rate is over 25% as of 2017. Over 4.3 million tons of materials were disposed of around the state which 1.1 million tons were recycled translating to over 430 pounds per person. In many parts of the country, including SC, recycling is an important part of the economy. In general, in many cases, recycling creates jobs and businesses and generates income for the state. A study conducted by the College of Charleston concluded that in 2014, the state’s recycling industry had a $13 billion annual impact on SC’s economy providing more than 22,000 direct jobs, $2.7 billion in annual labor income and $330 million in state and local taxes.

Over 4.8 million scrap tires are being produced each year in South Carolina. Most of these tires end up in an approved recycling facility where tires are shredded and used for many applications (e.g., tire-derived fuel (TDF), mulch, rubberized asphalt, etc.). However, as of today two major recycling facilities in the state (Monck Corner and Anderson) were shut down for many reasons. In addition, over 19,000 tons of waste plastic was recycled last year in the state. This proposal addresses a new and a unique process to handle these two commodities.

REQUESTED ACTION
Through Department of Health and Environmental Control (DHEC), funding is requested for a Recycled Tire and Plastic Research Education and Development Service (RTP-READS) for state of South Carolina to develop and promote scrap tire and plastic applications and recycling technology, and will require an investment of up to $525,000 per year for administrative services for 5-year term. An additional investment may be made each year for demonstration projects to be performed around the state.

I. OVERVIEW
Using the successful Asphalt Rubber Technology Service (ARTS) program in South Carolina as a model, the proposed Recycled Tire and Plastic Research Education and Development Service (RTP-READS) will provide many services in the area of scrap tires and plastic recycling. Staff who previously worked at ARTS program will staff and direct the RTP-READS program to advance scrap tire and plastic technologies and technology-based applications by promoting environmentally-sensitive, value-added scrap tire and plastic recycling applications and technologies through education and technology transfer.

The Program will focus activities in the promotion of sustainable technology such as scrap tire rubber modified products for sports/playground surfaces, scrap tires in infrastructure applications (STA), rubberized asphalt pavement (RA), injection molding and blow-molding technologies, molded goods in many areas, and the manufacture of industrial and consumer products using crumb rubber and plastics.

II. PROPOSED ACTIVITIES BY TASK
TCTC will provide the administrative capacity required for this program, which will be directed with those who successfully staffed the ARTS program at Clemson University. RTP-READS activities will be coordinated under the direction of a single director/administrator. TCTC proposes to serve as the lead agency for RTP-READS and intends to solicit the advice, counsel, programmatic input and assistance of other
universities, agencies, or recognized experts around the country and the world who may express an interest and capacity to cooperate.

The RTP-READS director will work directly with state agencies to provide strategic planning and leadership for the program for a period of five years.

**Task A – Provide Technology Transfer Materials and Information Service**

1. Maintain a library of technical materials related to rubber-modified asphalt applications, plastics, molded goods, injection molding, blow molding technology, and STR technology. Both research reports and “real world” summaries of research will be available electronically as well as hard copy.

2. Provide reference materials as requested through the news bulletin. Available reference materials from relevant sources will be advertised through the news bulletin, workshops, personal contacts with government employees, and other agencies or interested parties. Reference materials will be available on the website as well as hard copy.

3. A technical advisory service will be provided to answer questions and provide information regarding scrap tire and plastics recycling technologies and related topics to industry, employees of local governments and state agencies, universities, contractors, suppliers, and other interested parties. Expertise from the staff and other industry contacts will serve as a resource for providing appropriate responses to inquiries.

4. The office will be staffed during normal working hours for the purpose of responding to technical inquiries.

5. Staff will utilize resources, such as the EPA’s Resource Conservation Challenge (RCC) group, to disseminate technical information to the appropriate agencies, groups, etc.

**Task B – Education, Training, Workshops, Seminars and Conference Presentations for Scrap Tire Rubber and Scrap Plastic Technologies and Utilization**

ReTREADS staff will:

1. Collaborate with DHEC staff in preparing educational modules related to the use of STR technology for a variety of educational levels, including elementary school, middle school, high school and college, to be distributed by state agencies.

2. Seek funding from other sources (e.g., EPA) to produce and provide educational materials for a variety of educational and technical levels.

3. Provide training and promotion workshops, seminars, conferences, and presentations for personnel of local governments and state agencies and other members of the engineering and architectural design community to raise the awareness of STR applications and provide latest research findings.

4. Topics addressed in items above will include:
   - STR applications in relation to Green Building and Leadership in Energy and Environmental Design (LEED) accreditation
   - Designing STR technology and rubberized asphalt applications
   - Field inspection and lab testing associated with STR technology and rubberized asphalt applications
   - General introduction to the use of scrap tire rubber in sports surfacing
   - General introduction to the use of scrap tire rubber in playground surfacing
- General introduction to the use of scrap tire rubber in loose fill applications (i.e., playgrounds and landscaping)
- General introduction to the use of scrap tire rubber in infrastructure applications
- Current research activities related to the technologies of STR technology and rubberized asphalt

5. Regarding the utilization of plastics, items 1, 2 and 3; described above, will be also implemented.

6. Topics addressed in this area will include:
   - Scrap plastic applications in relation to Green Building and Leadership in Energy and Environmental Design (LEED) accreditation
   - Designing scrap plastic technology and injection molding applications
   - General introduction to the use of scrap plastics in infrastructure industry
   - General introduction to the use of scrap plastics in molded goods using injection molding
   - General introduction to the use of scrap plastics in molded goods using blow-molding technology
   - General introduction to the use of scrap tire rubber in plastic and rubber molded and extruded products
   - General introduction to the use of thermoplastic elastomers (TPEs)
   - Current research activities related to the technologies of scrap plastics

Task C – Provide a Liaison between EPA, State DOTs, Local Governments and the Scrap Tire and Plastic Industries

Staff will act as a liaison between the United States Environmental Protection Agency (EPA), State Departments of Transportation (DOT), local governments, and the scrap tire and plastic industries in several ways, including:

1. Communicating on a regular basis with representatives from counties, municipalities, producers, haulers, and recyclers,
2. Identifying the scrap tire market-related needs of each county through these communications,
3. Helping to identify suggestions for scrap tire usage in each county,
4. Communicating with State DOT representatives to encourage the utilization of scrap tire rubber in paving and other highway applications,
5. Monitoring the scrap tire status and pulse of the scrap tire industry on a county-by-county basis in participating states,
6. Identifying the scrap plastic market-related needs of each county through these communications, and
7. Helping to identify suggestions for scrap plastic usage in each county.

Task D – Market Development

Staff will work with State Departments of Commerce (DOC) and related entities to perform several functions to increase added-value markets for scrap tire and plastic materials. Staff will:

1. Create an online database of regional scrap tire and plastic processors, manufacturers of scrap tire and plastic products, and contractors of scrap tire and plastic applications.
2. Organize “product expositions” specifically pinpointed to help increase the use of scrap tire and plastic derived products.
3. Identify companies that produce scrap tire and plastic derived products that have facilities located in SC.

4. Identify potential end-users of scrap tire and plastic derived products and the conferences (within the region) that they would most likely attend. The staff will set up “product expositions” for the identified companies at the appropriate conferences increasing the exposure of these products with their most-likely end-users.

5. Encourage SC DOT to increase utilization of scrap tire rubber in paving and other highway applications.

6. Identify manufacturing opportunities in SC for scrap tire and plastic by-products, with particular focus on the utilization of crumb rubber and plastic flakes.

7. Examine the potential of existing industrial capability, as well as target new companies that could make products with crumb rubber and scrap plastics.

8. Support expansion efforts of new or existing tire and plastic recycling companies in SC that will result in stated mission.

9. Collaborate with representatives from SC DOT and contractors to identify potential new materials and techniques for utilizing scrap tire rubber for pavement rehabilitation, e.g. crack fillers, chip seals, etc.

10. Identify for possible funding candidate market development projects in the areas of business development or product development that will directly result in long-term market demand for high value scrap tire rubber and plastic. This subtask is discussed in greater detail in Task F: Administer Demonstration, Research, and Market Development Projects.

Task E – Publish an Electronic News Bulletin

A semi-annual, electronically-distributed news bulletin will be assembled and edited by the program staff and will contain:

1. Announcement of opportunities to participate in the program through demonstration and research projects.

2. Articles describing on-going research activity and status reports on demonstration projects underway.

3. Announcements of meetings, conferences, and seminars in which contractors, engineers, and employees of local or state agencies might have an interest.

4. Training workshop announcements.

5. A list of technical materials available for distribution, including publications, training packages, films, and videotapes, selected to illustrate best practices.

6. Articles and information related to STR technology and rubberized asphalt technology utilization.

7. Articles and information related to scrap plastic technology.

Program staff will compile and maintain an electronic mailing list of City-, County-, and State-level contacts who would have an interest in this program, including county administrators, public works directors, engineers, product lab supervisors, specification writers, foremen, supervisors, managers, and contractors. Appropriate agencies from participating states would be expected to share contact information of any of these types of contacts with the staff for the purpose of establishing this electronic mailing list.

Task F – Administer Demonstration Projects, Research Projects, and Market Development Projects

In years where funds are available for demonstration/research/market development projects:
1. The funding for any demonstration project for each individual county, each year, would be determined by a committee of experts and DHEC/DOC officials.

2. RTP-READS Staff will design, manage, and evaluate approved field / manufacturing demonstration projects and research projects employing the technologies of scrap tire rubber and plastic products.

3. The selection of sites and other project scope planning issues for demonstration projects for each individual project will be reviewed by all interested parties. Based on prepared details, specifications and other scope-of-work documents, demonstrations projects will be performed by qualified private contractors.

4. RTP-READS staff will be available to the contractors for technical assistance. Such contractors will perform their work under separate contract with the TCTC Grants Office. Demonstration projects will be monitored for the duration of the program for performance measurement.

5. Proposals for candidate demonstration projects will be accepted from local municipalities/agencies/institutions, state agencies/institutions, and private companies. Criteria for evaluation of candidate projects for each individual participating project will be determined in advance of proposal solicitation by RTP-READS in cooperation with DHEC’s staff.

6. Some selected projects will receive funding over and above normal product use cost to defray the extra costs associated with the use of scrap tire rubber and plastic technology as compared to conventional methods to provide incentives for participation in the program, and to defray the cost of instrumentation needed to measure performance, if needed. All project funding will be approved by RTP-READS technical staff and DHEC for each individual project.

7. RTP-READS staff will conduct research on an as-needed basis on various applications of STR and scrap plastic to develop standards and guidelines for construction/installation and verify the applicability of these products by constructing field test sections (or manufacturing process) and measuring performance characteristics. Proposals for candidate research projects will be accepted from local municipalities/agencies/institutions, state agencies / institutions, and private companies.

8. RTP-READS staff will work closely with state agencies to identify candidate market development projects. The candidate projects will be in the areas of business development or product development that will directly result in long-term market demand for high value scrap tire rubber and scrap plastic.
## Proposed Annual Budget for DHEC's Proposal for 5-Year Grant

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Per Year</th>
</tr>
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<tbody>
<tr>
<td>Director: Serji Amirkhanian</td>
<td>$125K</td>
</tr>
<tr>
<td>Co-Director Marketing</td>
<td>$85K</td>
</tr>
<tr>
<td>Co-Director Technical</td>
<td>$85K</td>
</tr>
<tr>
<td>Program Coordinator</td>
<td>$45K</td>
</tr>
<tr>
<td>Technician</td>
<td>$45K</td>
</tr>
<tr>
<td>Fringe (40%)</td>
<td>$154K</td>
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<tr>
<td>Office Supplies</td>
<td>$15K</td>
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<tr>
<td>Travel</td>
<td>$10K</td>
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<tr>
<td>Lab Supplies/Maintenance/Calibration</td>
<td>$45K</td>
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<tr>
<td>Marketing (Seminars/Videos/Conferences)</td>
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<tr>
<td>Accounting</td>
<td>$10K</td>
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<tr>
<td>Lab Fees</td>
<td>$70K</td>
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<tr>
<td><strong>Total Annual Budget</strong></td>
<td><strong>$719K</strong></td>
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</table>
## PROJECTION OF GENERAL FUND NET INCOME - FY 18

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td>48,090,000</td>
<td>48,421,035</td>
<td>331,035</td>
<td>100.69%</td>
</tr>
<tr>
<td>County</td>
<td>5,741,005</td>
<td>6,160,462</td>
<td>419,457</td>
<td>107.31%</td>
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<tr>
<td>Intergovernmental</td>
<td>10,275,500</td>
<td>10,634,838</td>
<td>359,338</td>
<td>103.50%</td>
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<tr>
<td>Interest</td>
<td>110,000</td>
<td>206,736</td>
<td>96,736</td>
<td>187.94%</td>
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<tr>
<td>Other</td>
<td>1,660,500</td>
<td>1,661,494</td>
<td>994</td>
<td>100.06%</td>
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<tr>
<td><strong>Total</strong></td>
<td>65,877,005</td>
<td>67,084,566</td>
<td>1,207,561</td>
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<tr>
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<tr>
<td><strong>EXPENDITURES</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Personnel</td>
<td>50,386,618</td>
<td>49,157,303</td>
<td>(1,229,316)</td>
<td>97.56%</td>
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<tr>
<td>Operating</td>
<td>13,675,707</td>
<td>10,564,637</td>
<td>(3,111,070)</td>
<td>77.25%</td>
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<tr>
<td>Contractual</td>
<td>4,235,227</td>
<td>3,657,705</td>
<td>(577,522)</td>
<td>86.36%</td>
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<tr>
<td>Capital</td>
<td>1,200</td>
<td>4,509</td>
<td>3,309</td>
<td>375.73%</td>
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<tr>
<td>Contingency</td>
<td>18,648</td>
<td>8,626</td>
<td>(10,022)</td>
<td>46.26%</td>
</tr>
<tr>
<td>Special Appropriations</td>
<td>2,220,290</td>
<td>2,220,290</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>70,537,690</td>
<td>65,613,069</td>
<td>(4,924,621)</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Excess of Revenues over Expenditures</strong></td>
<td>(4,660,685)</td>
<td>1,471,497</td>
<td>6,132,182</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER FINANCING SOURCES/USES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers In</td>
<td>895,250</td>
<td>245,000</td>
<td>(650,250)</td>
<td>27.37%</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>(1,681,310)</td>
<td>(1,171,310)</td>
<td>510,000</td>
<td>69.67%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>(786,060)</td>
<td>(926,310)</td>
<td>(140,250)</td>
<td>117.84%</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Net Income for Fiscal Year</strong></td>
<td>(5,446,745)</td>
<td>545,187</td>
<td>5,991,932</td>
<td></td>
</tr>
<tr>
<td>Supplemental Budget</td>
<td>(2,700,000)</td>
<td>(2,700,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Final Net Loss</strong></td>
<td>(8,146,745)</td>
<td>(2,154,813)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fund Balance, July 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Fund Balance, June 30</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
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</table>
BUDGET TRANSFER

DIVISION: Public Works
DEPARTMENT: PAWS 5111

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>AMOUNT:</th>
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<tbody>
<tr>
<td>TITLE</td>
<td>Telephone</td>
<td>ACCT.#</td>
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<tr>
<td>ACCT.#</td>
<td>001-5111-000-375</td>
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<tr>
<td>TITLE</td>
<td>Water &amp; Sewer</td>
<td>ACCT.#</td>
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<tr>
<td>ACCT.#</td>
<td>001-5111-000-216</td>
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<tr>
<td>TITLE</td>
<td>Uniforms &amp; Clothing</td>
<td>ACCT.#</td>
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<tr>
<td>ACCT.#</td>
<td>001-5111-000-380</td>
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</tbody>
</table>

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

REASON: Transfer of funds needed due to employee turnover with new uniform purchases necessary.

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

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

DEPT. HEAD: [Signature] DATE: 2/18/15
DIVIS HEAD: [Signature] DATE: 2/18/15
FINANCE: [Signature] DATE: 2/18/15
ADMINISTRATOR: [Signature] DATE: 2/18/15

Journal Entry # [Signature] DATE: [Signature]
WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 1

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

1. Name of entity requesting recreation fund appropriation:
   Anderson Free Clinic

2. Amount of request (If requesting funds from more than one district, annotate amount from each
district): $5000

3. The purpose for which the funds are being requested: Walk with the Docs/Run with the Nurses Sponsorship

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so,
   please attach evidence of that good standing. Yes, see attachment

5. Contact Person: Tammie Collins
   Mailing Address: 414 N. Fant St Anderson SC 29621
   Phone Number: 864-512-7810

6. Statement as to whether the entity will be providing matching funds: Not at this time

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

Tammie Collins
Signature
Print Name
1/29/18
Date
ANDERSON FREE CLINIC, INC.

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 11/21/1984

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: HEADQUARTERS

Address: JOHN ST ANDERSON SC, South Carolina

Official Documents On File

<table>
<thead>
<tr>
<th>Filing Type</th>
<th>Filing Date</th>
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</thead>
<tbody>
<tr>
<td>Amendment</td>
<td>05/24/1989</td>
</tr>
<tr>
<td>Amendment</td>
<td>12/13/1985</td>
</tr>
<tr>
<td>Incorporation</td>
<td>11/21/1984</td>
</tr>
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</table>

Former Names

<table>
<thead>
<tr>
<th>Name</th>
<th>Filing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANDERSON AREA HEALTH CLINIC, INC.</td>
<td>N/A</td>
</tr>
</tbody>
</table>

For filing questions please contact us at 803-734-2158
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: _______

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

1. Name of entity requesting recreation fund appropriation:
Sheewers Circus Fund, Anderson

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
1500

3. The purpose for which the funds are being requested:
Operating Funds for The H擀an Sheewers.

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

5. Contact Person: Tom Sanders
Mailing Address: PO Box 2665 Easley SC 29641
Phone Number: 864-307-0060

6. Statement as to whether the entity will be providing matching funds:
Further, all entities receiving recreation fund appropriations shall be required within sixty (60) days of expenditure of the funds to furnish the clerk to county council with written documentation satisfactory to the clerk, including receipts for expenditures of the funds, concerning the manner in which the funds were actually spent. Failure to provide such documentation to the clerk to council will disqualify the entity receiving the recreation fund appropriation from receiving any further funding. Entities receiving such funding are subject to audit, upon approval by County Council, regarding use of the funds.

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

Signature: Michael McDonald Date: 12/05/2017

Form effective August 4, 2015
HEJAZ CHARITIES, INC.

Corporate Information

Entity Type: Nonprofit
Status: Good Standing
Domestic/Foreign: Domestic
Incorporated State: South Carolina

Important Dates

Effective Date: 09/24/1971
Expiration Date: N/A
Term End Date: N/A
Dissolved Date: N/A

Registered Agent

Agent: HEADQUARTERS
Address: 101 E COFFEE ST GREENVILLE SC, South Carolina

Official Documents On File

<table>
<thead>
<tr>
<th>Filing Type</th>
<th>Filing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incorporation</td>
<td>09/24/1971</td>
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For filing questions please contact us at 803-734-2158

Copyright © 2018 State of South Carolina
Anderson County Building & Codes
Monthly Activity Report
Jan-18

<table>
<thead>
<tr>
<th>Total Number Permit Transactions:</th>
<th>792</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Single Family:</td>
<td>69</td>
</tr>
<tr>
<td>New Multi-Family:</td>
<td>1 (2 duplexes)</td>
</tr>
<tr>
<td>Residential Additions/Upgrades:</td>
<td>10</td>
</tr>
<tr>
<td>Garages/Barns/Storage:</td>
<td>28</td>
</tr>
<tr>
<td>New Manufactured Homes:</td>
<td>9</td>
</tr>
<tr>
<td>New Commercial:</td>
<td>1</td>
</tr>
<tr>
<td>Commercial Upfits/Upgrades:</td>
<td>4</td>
</tr>
<tr>
<td>Courtesy Permits/Fees Waived:</td>
<td>1 (See Attached)</td>
</tr>
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</table>

**Inspection Activity:**

<table>
<thead>
<tr>
<th>Citizens Inquiries:</th>
<th>48</th>
</tr>
</thead>
<tbody>
<tr>
<td>(New &amp; Follow Up; Includes Sub-Standard Housing/Mobile Homes)</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Tall Grass Complaints (New and Follow Ups):</th>
<th>Number of Scheduled Building Inspections Performed (# of Site Visits):</th>
<th>1044</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Scheduled Building Inspections Performed (# of Site Visits):</td>
<td>1044</td>
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<table>
<thead>
<tr>
<th>Courtesy, Site and Miscellaneous Inspections:</th>
<th>31</th>
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<tbody>
<tr>
<td>Manufactured Home Inspections:</td>
<td>50</td>
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<table>
<thead>
<tr>
<th>Total Number of Inspections (Site Visits) for Department:</th>
<th>1173</th>
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**Reviews/Misc. Activity:**

<table>
<thead>
<tr>
<th>Plans Reviewed:</th>
<th>219 (Includes preliminary consultations, resubmittals and solar)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mech/Elec/Plumb Reviews:</td>
<td>28 (Includes residential solar)</td>
</tr>
<tr>
<td>New Derelict Manufactured Home Cases:</td>
<td>0</td>
</tr>
<tr>
<td>Hearings:</td>
<td>1</td>
</tr>
<tr>
<td>Court Cases:</td>
<td>0</td>
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<table>
<thead>
<tr>
<th>Revenue Collected:</th>
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<tbody>
<tr>
<td>Reinspection Fees Collected:</td>
<td>$340.00</td>
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<tr>
<td>Plan Review Revenue:</td>
<td>$4,708.90</td>
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<tr>
<td>Total Revenue For The Month:</td>
<td>$76,831.70</td>
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Anderson County Building & Codes
Permits Issued for 2018

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<tr>
<th>Month</th>
<th>Building</th>
<th>Electrical</th>
<th>Plumbing</th>
<th>HVAC</th>
<th>MH</th>
<th>Wrecking</th>
<th>Moving</th>
<th>Misc.</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>January</td>
<td>194</td>
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Permits Issued
### Anderson County Building & Codes
**Permit Revenue for 2018**

<table>
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<th>Electrical</th>
<th>Plumbing</th>
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<td>$43,222.40</td>
<td>$13,505.00</td>
<td>$5,276.50</td>
<td>$8,308.00</td>
<td>$1,470.90</td>
<td>$450.00</td>
<td>$135.00</td>
<td>$5,048.90</td>
<td>$77,416.70</td>
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<tr>
<td><strong>Total</strong></td>
<td>$43,222.40</td>
<td>$13,505.00</td>
<td>$5,276.50</td>
<td>$8,308.00</td>
<td>$1,470.90</td>
<td>$450.00</td>
<td>$135.00</td>
<td>$5,048.90</td>
<td>$77,416.70</td>
</tr>
</tbody>
</table>

### Permit Revenue

- **January:** $43,222.40
- **February:** $13,505.00
- **March:** $5,276.50
- **April:** $8,308.00
- **May:** $1,470.90
- **June:** $450.00
- **July:** $135.00
- **August:** $5,048.90
- **September:** $77,416.70
- **October:** $0.00
- **November:** $0.00
- **December:** $0.00
### Section 1: New Residential

<table>
<thead>
<tr>
<th>Item No.</th>
<th>PRIVatelY OWNED</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Number of</td>
<td>Valuation of</td>
</tr>
<tr>
<td></td>
<td>Buildings</td>
<td>Construction</td>
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<tr>
<td></td>
<td>Housing</td>
<td>Omit cents</td>
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**Exclude mobile homes**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>PRIVately OWNED</th>
<th>PUBLICLY OWNED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of</td>
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<tr>
<td></td>
<td>Buildings</td>
<td>Construction</td>
</tr>
<tr>
<td></td>
<td>Housing</td>
<td>Omit cents</td>
</tr>
</tbody>
</table>

- Single-family houses, detached
- Single-family houses, attached
  - Separated by ground to roof wall,
  - No units above or below, and
  - Separate heating systems & utility meters
- Two-family buildings
- Three- and four-family buildings
- Five- or more-family buildings

**NONRESIDENTIAL BUILDINGS**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>PRIVately OWNED</th>
<th>PUBLICLY OWNED</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Number of</td>
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<td></td>
<td>Buildings</td>
<td>Construction</td>
</tr>
<tr>
<td></td>
<td>Housing</td>
<td>Omit cents</td>
</tr>
</tbody>
</table>

- Hotels, motels, and tourist cabins (transient accommodations only)
- Other non-housekeeping shelters

**NONRESIDENTIAL BUILDINGS**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>PRIVATELY OWNED</th>
<th>PUBLICLY OWNED</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Number of</td>
<td>Valuation of</td>
</tr>
<tr>
<td></td>
<td>Buildings</td>
<td>Construction</td>
</tr>
<tr>
<td></td>
<td>Housing</td>
<td>Omit cents</td>
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</table>

<table>
<thead>
<tr>
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<th>PRIVATELY OWNED</th>
<th>PUBLICLY OWNED</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Number of</td>
<td>Valuation of</td>
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<tr>
<td></td>
<td>Buildings</td>
<td>Construction</td>
</tr>
<tr>
<td></td>
<td>Housing</td>
<td>Omit cents</td>
</tr>
</tbody>
</table>

- Amusement, social, and recreational
- Churches and other religious
- Industrial
- Parking garages (buildings & open driveways)
- Service stations and repair garages
- Hospitals and institutional
- Offices, banks, and professional
- Public works and utilities
- Schools and other educational
- Stores and customer services
- Structures other than buildings

### Section 2: New Residential

<table>
<thead>
<tr>
<th>Item No.</th>
<th>PRIVATELY OWNED</th>
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</thead>
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<tr>
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<td>Number of</td>
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<tr>
<td></td>
<td>Buildings</td>
<td>Construction</td>
</tr>
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### Section 3: New Nonresidental Buildings

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<td>Buildings</td>
<td>Construction</td>
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### Section 4: Additions, Alterations, and Conversions

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<td></td>
<td>Buildings</td>
<td>Construction</td>
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<tr>
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<td>Housing</td>
<td>Omit cents</td>
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</table>

- Residential: Classify additions of garages and carports in Item 438
- Nonresidential and non-housekeeping
- Additions of residential garages and carports (b) changed and detached

### Section 5: Demolitions and Razing of Buildings

<table>
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<tr>
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<th>PRIVATELY OWNED</th>
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<tr>
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<td>ISSUE DATE</td>
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**TOTALS:** 1 19,000.00
**DISTRICT 1 - RECREATION**  
001-5829-001-241  
FY Ended June 30, 2018

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<th>Vendor / Description</th>
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<td>9/14/2017</td>
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<td>55901</td>
<td>Area 14 Special Olympics (You Are Beautiful Pageant)</td>
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**SUB-TOTAL** 10,009.43

**Committed:**

| 2/6/2018 | ACTC Student Radio | (250.00) |

**Ending Balance** 9,759.43

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

Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager  
**DATE:** 2/08/18
<table>
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<tr>
<td>8/15/2017</td>
<td>9/5/2017</td>
<td>Credit Card</td>
<td>Wal Mart (Games for Rehab Center)</td>
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**Sub-Total** 24,890.22

**Committed:**

8/15/2017 Games for Rehab Center (341.23)

**Ending Balance** 24,548.99

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

Lacey Croegaert, Clerk to Council
Jana Pressley, Assistant Finance Manager
<table>
<thead>
<tr>
<th>Meeting of</th>
<th>Dated</th>
<th>Check Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/18/2017</td>
<td>8/16/2017</td>
<td>49737</td>
<td>Anderson Jets Track Club</td>
<td>(500.00)</td>
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<td>7/18/2017</td>
<td>8/16/2017</td>
<td>49764</td>
<td>City of Belton (Recreation Equipment)</td>
<td>(5,000.00)</td>
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<td>7/18/2017</td>
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<td>8/23/2017</td>
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<td>Miss SC Organization</td>
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<td>8/23/2017</td>
<td>50096</td>
<td>Shalom</td>
<td>(300.00)</td>
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<tr>
<td>8/15/2017</td>
<td>8/23/2017</td>
<td>50127</td>
<td>Widows Watchman</td>
<td>(300.00)</td>
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<tr>
<td>9/5/2017</td>
<td>9/13/2017</td>
<td>50664</td>
<td>Anderson Co 4-H Coop Ext</td>
<td>(250.00)</td>
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<tr>
<td>9/5/2017</td>
<td>9/13/2017</td>
<td>50669</td>
<td>Anderson School Dist. 2 (Special Needs Event)</td>
<td>(500.00)</td>
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<tr>
<td>9/5/2017</td>
<td>9/13/2017</td>
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<td>Belton Area Museum</td>
<td>(1,000.00)</td>
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<tr>
<td>9/5/2017</td>
<td>9/13/2017</td>
<td>50687</td>
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<tr>
<td>9/5/2017</td>
<td>9/13/2017</td>
<td>50701</td>
<td>City of Belton (Fire Dept. - Walk to Remember Event)</td>
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<tr>
<td>9/5/2017</td>
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**SUB-TOTAL** 1,436.54

**Committed:**

2/6/2018

ACTC Student Radio (300.00)

**Ending Balance** 1,136.54

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

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 2/08/18
### Council Meeting of: Council Check Check

<table>
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<th>Vendor / Description</th>
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**SUB-TOTAL** 19,706.99

**Committed:**

2/6/2018 ACTC Student Radio (600.00)

**Ending Balance** 19,106.99

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

---

Lacey Croegaert, Clerk to Council

DATE: 2/08/18

Jana Pressley, Assistant Finance Manager

DATE: 2/08/18
### DISTRICT 5 - RECREATION

001-5829-005-241
FY Ended June 30, 2018

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**SUB-TOTAL** 22,724.77

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**Ending Balance** 20,644.77

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

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 2/08/18
## District 6 - Recreation

**FY Ended June 30, 2018**

<table>
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<tr>
<th>Council Meeting of</th>
<th>Check Dated</th>
<th>Check Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
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**SUB-TOTAL** 8,444.45

**Committed:**

2/6/2018  **Wren Youth Association** (2,000.00)

**Ending Balance** 6,444.45

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

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

DATE: 2/08/18
## District 7 - Recreation

**FY Ended June 30, 2018**

<table>
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<td>(100.00)</td>
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**SUB-TOTAL**

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**Committed:**

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**Ending Balance**

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<tbody>
<tr>
<td>300.00</td>
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We certify that the above information to the best of our knowledge is up-to-date and is accurate.

---

Lacey Croegaert, Clerk to Council  
DATE:  

Jana Pressley, Assistant Finance Manager  
DATE: 2/08/18
District 1 Paving Report
Through January 31, 2018

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<th>FY17-18 Budget includes Carryforward from FY 16-17 Budget</th>
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AVAILABLE $18,460.52

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

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<thead>
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<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
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Totals: $230,500.00 $152,306.68

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<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$91,663.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

Totals: $91,663.00 $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31, 2018

Prepared By: Sherry McGraw Roads & Bridges Date

Certified By: Neil Carney Neil Carney Date

Sherry McGraw
February 2, 2018

Neil Carney
2-6-18
## District 2 Paving Report
### Through January 31, 2018

<table>
<thead>
<tr>
<th>FY17-18 Budget includes Carryforward from FY16-17 Budget</th>
<th>$166,090.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committed</td>
<td>$166,088.00</td>
</tr>
</tbody>
</table>

### AVAILABLE

| $2.00 |

---

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

### Projects/Cities/Towns/Other

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/7/2015</td>
<td>City of Anderson</td>
<td>Grading/Drainage</td>
<td>$75,000.00</td>
<td>$0.00</td>
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<tr>
<td>8/15/2017</td>
<td>Free Clinic</td>
<td></td>
<td>$30,000.00</td>
<td>$30,000.00</td>
<td>11/6/2017</td>
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**Totals:**

| $105,000.00 | $30,000.00 |

### District 2 Paving Plan

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$61,088.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

**Totals:**

| $61,088.00 | $0.00 |

---

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31, 2018.

Prepared By: Sherry McGraw  
Roads & Bridges  
Date

Certified By: Neil Carney  
Neil Carney  
Date

Sherry McGraw  
February 2, 2018
District 3 Paving Report
Through January 31, 2018

<table>
<thead>
<tr>
<th>FY17-18 Budget includes Carryforward from FY16-17 Budget</th>
<th>$128,555.00</th>
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<tr>
<td>Committed</td>
<td>$127,736.61</td>
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| AVAILABLE | $818.39 |

FDP = Full Depth Patching; FDR = Full Depth Reclamation, ST = Single Treat; FS = Fog Seal; Pave = Resurface with Ashphalt; CS = Crack Seal

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/8/2013</td>
<td>Town of Iva</td>
<td>Grading/Drainage</td>
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<td>$21,040.24</td>
<td>Incomplete</td>
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<tr>
<td>7/7/2015</td>
<td>Town of Iva</td>
<td>Grading/Drainage</td>
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<td>$0.00</td>
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<tr>
<td>7/7/2015</td>
<td>Town of Starr</td>
<td>Grading/Drainage</td>
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<td>$5,408.13</td>
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<tr>
<td>7/7/2015</td>
<td>City of Belton</td>
<td>Grading/Drainage</td>
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</table>

| Totals:       | $124,500.00      | $26,448.37         |

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<tr>
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<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$23,379.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

| Totals:       | $23,379.00      | $0.00             |

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31, 2018

Prepared By: Sherry McGraw Roads and Bridges Date

Certified By: Neil Carney Neil Carney Date

Sherry McGraw February 2, 2018

Neil Carney 2-6-18
**District 4 Paving Report**

Through January 31, 2018

<table>
<thead>
<tr>
<th>FY17-18 Budget includes Carryforward from FY16-17 Budget</th>
<th>$121,840.00</th>
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<tr>
<td>Committed</td>
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<td><strong>AVAILABLE</strong></td>
<td>$0.25</td>
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**FDP = Full Depth Patching; FDR = Full Depth Reclamation, ST = Single Treat; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal**

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/2/2008</td>
<td>Town of Pendleton</td>
<td>Grading/drainage</td>
<td>$359,862.79</td>
<td>$359,862.79</td>
<td>3/21/2017</td>
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<tr>
<td>7/7/2015</td>
<td>Town of Pendleton</td>
<td>Grading/drainage</td>
<td>$39,500.00</td>
<td>$27,042.93</td>
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<td><strong>Totals:</strong> $399,362.79</td>
<td><strong>Totals:</strong> $386,905.72</td>
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<table>
<thead>
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<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$108,388.00</td>
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</tr>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Totals:</strong> $108,388.00</td>
<td><strong>Totals:</strong> $0.00</td>
</tr>
</tbody>
</table>

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31, 2018

Prepared By: Sherry McGraw  
Roads & Bridges  
Date

Certified By: Neil Carney  
Neil Carney  
Date

Prepared By: Sherry McGraw  
Roads & Bridges  
Date

Certified By: Neil Carney  
Neil Carney  
Date
FY17-18 Budget includes Carryforward from FY16-17 Budget

<table>
<thead>
<tr>
<th>Budget Type</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Committed</td>
<td>$196,148.00</td>
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</table>

AVAILABLE $2.00

District 5 Paving Plan

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project Description</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
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</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$196,148.00</td>
<td></td>
<td></td>
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</tbody>
</table>

Totals: $196,148.00 $0.00

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

Projects/Towns & Cities/Other

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
</table>

Totals: $0.00 $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and accurate information as of January 31, 2018.

Prepared By: Sherry McGraw  
Roads and Bridges

Certified By: Neil Carney

Date: February 2, 2018

Date: 2-16-18
**District 6 Paving Report**

Through January 31, 2018

<table>
<thead>
<tr>
<th>Projects/Towns &amp; Cities/Other</th>
<th>Approved Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7/27/2017</td>
<td>SC 81 Sidewalk Project P027167</td>
<td>SCDOT Reimbursement</td>
<td>$10,702.91</td>
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</table>

**Total:** $10,702.91 $0.00

**District 6 Paving Plan**

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
<td></td>
<td>$18,867.00</td>
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</tr>
</tbody>
</table>

**Total:** $18,867.00 $0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31, 2018.

Prepared By: Sherry McGraw Roads and Bridges Date

Certified By: Neil Carney Neil Carney Date
District 7 Paving Report
Through January 31, 2018

<table>
<thead>
<tr>
<th>FY17-18 Budget includes Carryforward from FY16-17 Budget</th>
<th>$114,325.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committed</td>
<td>$109,145.37</td>
</tr>
</tbody>
</table>

**AVAILABLE**  
$5,179.63

_FDP_ = Full Depth Patching; _FDR_ = Full Depth Reclamation, _ST_ = Single Treat; _FS_ = Fog Seal; _Pave_ = Resurface with Asphalt; _CS_ = Crack Seal

**Projects/Towns/Cities/Other**

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/19/2016</td>
<td>Town of Honea Path</td>
<td>Grading/drainage</td>
<td>$48,000.00</td>
<td>$17,062.91</td>
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<tr>
<td>11/18/2014</td>
<td>Town of Pelzer</td>
<td>Grading/drainage</td>
<td>$5,000.00</td>
<td>$2,482.31</td>
<td>incomplete</td>
</tr>
<tr>
<td>7/7/2015</td>
<td>Town of Pelzer</td>
<td>Grading/drainage</td>
<td>$2,500.00</td>
<td>$0.00</td>
<td>incomplete</td>
</tr>
<tr>
<td>10/19/2016</td>
<td>Town of Pelzer</td>
<td>Grading/drainage</td>
<td>$17,000.00</td>
<td>$0.00</td>
<td>incomplete</td>
</tr>
<tr>
<td></td>
<td>Town of West Pelzer</td>
<td>Grading/drainage</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>10/19/2016</td>
<td>Town of Williamston</td>
<td>Grading/drainage</td>
<td>$52,000.00</td>
<td>$5,432.98</td>
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</tr>
<tr>
<td></td>
<td><strong>Totals:</strong></td>
<td></td>
<td><strong>$124,500.00</strong></td>
<td><strong>$24,978.20</strong></td>
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</tr>
</tbody>
</table>

**District 7 Paving Plan**

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent To-Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/2017</td>
<td>Paving (Pending C-Fund match)</td>
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<td>$5,411.00</td>
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<td><strong>Totals:</strong></td>
<td></td>
<td><strong>$5,411.00</strong></td>
<td><strong>$0.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31, 2018

Prepared By: Sherry McGraw  
Roads and Bridges  
Date: February 2, 2018

Certified By: Neil Carney  
Neil Carney  
Date: 2-8-18
BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: 5221 - Roads and Bridges

FROM:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>ACCT.#</th>
<th>TO:</th>
<th>ACCT.#</th>
</tr>
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<tbody>
<tr>
<td>Professional Services</td>
<td>001-5221-000-304</td>
<td>Strugl</td>
<td>001-5221-000-325</td>
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<tr>
<td>Professional Services</td>
<td>001-5221-000-304</td>
<td>Public Works</td>
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<td>Roads and Bridges</td>
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<tr>
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</tr>
</tbody>
</table>

AMOUNT: 3,000.00

Total 3,000.00

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

REASON:

This transfer is to cover the expense of resurfacing Cox Rd.

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

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

DEPT. HEAD: Matt Hogan DATE: 2/8/18

DIVIS HEAD: DATE: 2/12/18

FINANCE: DATE: 2/13/18

ADMINISTRATOR: DATE: 2/16/18

Journal Entry # DATE: 

Council 20
BUDGET TRANSFER

DIVISION: Public Works
DEPARTMENT: Development Standards

<table>
<thead>
<tr>
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<th>TO:</th>
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<tr>
<td>TITLE</td>
<td>COMPUTER SOFTWARE</td>
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<tr>
<td>ACCT.#</td>
<td>5099-000-000-209</td>
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<td>ACCT.#</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

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

REASON:
The Department has received a very high volume of appeal request for permitting, special exceptions, and special called meetings.

In addition, meetings have been cancelled due to a lack of attendance that required re-advertisement and repostings.

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

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

DEPT. HEAD: Angela Hunter DATE: February 6, 2018
DIVIS HEAD: Holt Hopkins DATE: 2/12/18
FINANCE: DATE: 2/17/18
ADMINISTRATOR: DATE: 2/14/18

Journal Entry # DATE: ____________________________
# BUDGET TRANSFER

DIVISION:  

DEPARTMENT: Between Departments  

<table>
<thead>
<tr>
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<th>TO:</th>
<th>AMOUNT:</th>
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<tr>
<td>TITLE</td>
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</tr>
<tr>
<td>ACCT#</td>
<td></td>
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</tr>
</tbody>
</table>

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

REASON:  
Additional amounts needed for insurance thru 06/30/18  

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: J Pressley  

ADMINISTRATOR:  

Journal Entry #  

DATE: 2/14/2018  

DATE: 2/14/2018
# BUDGET TRANSFER

**DIVISION:**

**DEPARTMENT:** Between Departments

<table>
<thead>
<tr>
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<th>AMOUNT:</th>
<th>TO:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
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<td>TITLE</td>
<td>ACCT.#</td>
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<td>Communications</td>
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<td>10,930.00</td>
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</table>

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

**REASON:**

Additional amounts needed for insurance thru 06/30/18

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:** J Pressley

**ADMINISTRATOR:**

**Journal Entry #**

**DATE:** 2/14/2018

**DATE:** 2/14/18
# BUDGET TRANSFER

**DIVISION:**

**DEPARTMENT:** Between Departments

<table>
<thead>
<tr>
<th>FROM:</th>
<th>AMOUNT:</th>
<th>TO:</th>
<th>AMOUNT:</th>
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</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>ACCT.#</td>
<td></td>
<td>TITLE</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>001-5831-000-160</td>
<td>24,415.00</td>
<td>Council</td>
</tr>
<tr>
<td>Administration</td>
<td>001-5013-000-160</td>
<td>2,580.00</td>
<td></td>
</tr>
<tr>
<td>Economic Dev</td>
<td>001-5031-000-160</td>
<td>4,780.00</td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td>001-5042-000-160</td>
<td>6,940.00</td>
<td></td>
</tr>
<tr>
<td>Assessor</td>
<td>001-5044-000-160</td>
<td>2,190.00</td>
<td></td>
</tr>
<tr>
<td>Probate Court</td>
<td>001-5053-000-160</td>
<td>4,445.00</td>
<td></td>
</tr>
</tbody>
</table>

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

**REASON:**

Additional amounts needed for insurance thru 06/30/18

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: J Pressley DATE: 2/14/2018
ADMINISTRATOR: ________________ DATE: ________________
Journal Entry # ________________ DATE: ________________
# BUDGET TRANSFER

**DIVISION:** [Blank]

**DEPARTMENT:** Between Departments

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>Health Insurance</td>
<td>TITLE</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5831-000-160</td>
<td>ACCT.#</td>
</tr>
<tr>
<td>TITLE</td>
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<td>ACCT.#</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>[Blank]</td>
<td>ACCT.#</td>
</tr>
<tr>
<td>TITLE</td>
<td>[Blank]</td>
<td>ACCT.#</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>[Blank]</td>
<td>ACCT.#</td>
</tr>
</tbody>
</table>

**Total:** 15,000.00

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

**REASON:**

Videographers for TV Station

---

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:** 2-10-18

**Journal Entry #: DATE:** [Blank]
# BUDGET TRANSFER

**DIVISION:** PRT

**DEPARTMENT:** Anderson County Museum

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>Printing</td>
<td>ACCT.#</td>
</tr>
<tr>
<td>ACCT.#</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TITLE</td>
<td></td>
<td>ACCT.#</td>
</tr>
<tr>
<td>ACCT.#</td>
<td></td>
<td>ACCT.#</td>
</tr>
<tr>
<td>TITLE</td>
<td></td>
<td>ACCT.#</td>
</tr>
<tr>
<td>ACCT.#</td>
<td></td>
<td>ACCT.#</td>
</tr>
<tr>
<td>TITLE</td>
<td></td>
<td>ACCT.#</td>
</tr>
<tr>
<td>ACCT.#</td>
<td></td>
<td>ACCT.#</td>
</tr>
</tbody>
</table>

Total 0.00

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

**REASON:**
Once a year we invite all volunteers to an appreciation lunch. The total invoice was $502.42. There was $250 total in the food line item.

---

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:** 2/9/18

**DATE:** 2/9/18

**DATE:** 2/12/18

**DATE:** 2/13/18
# BUDGET TRANSFER

**DIVISION:** Public Works  
**DEPARTMENT:** Building & Codes (5411)

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>Training</td>
<td>ACCT.#</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>5411-000-277</td>
<td>TITLE</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>5411-000-277</td>
<td></td>
</tr>
</tbody>
</table>

**REASON:**
To cover cost of flight down to Arthrex in Naples Florida to review their existing building for Building Code Compliance prior to them submitting plans for review for their new building in Anderson County.

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

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

**DEPT. HEAD:**  
**DATE:** 1/31/18

**DIVIS HEAD:**  
**DATE:** 1/31/18

**FINANCE:**  
**DATE:** 2/5/18

**ADMINISTRATOR:**  
**DATE:**

**Journal Entry #**
<table>
<thead>
<tr>
<th>Anderson County Sheriff's Office:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>January Metrics</strong></td>
</tr>
<tr>
<td><strong>Uniform Patrol</strong></td>
</tr>
<tr>
<td>Average Daily Calls for Service (Jan.)</td>
</tr>
<tr>
<td>Total Calls for Service (Jan.)</td>
</tr>
<tr>
<td>Total Number of Incident Reports Completed (Jan.)</td>
</tr>
<tr>
<td>Total Number of Arrests (Jan.)</td>
</tr>
<tr>
<td>Total Number of &quot;Domestic&quot; Incident Reports (Jan.)</td>
</tr>
<tr>
<td>Total Number of &quot;Unlawful Conduct Towards a Child&quot; Reports (Jan.)</td>
</tr>
<tr>
<td><strong>Animal Control</strong></td>
</tr>
<tr>
<td>Average Daily Calls for Service (Jan.)</td>
</tr>
<tr>
<td>Total Calls for Service (Jan.)</td>
</tr>
<tr>
<td>Total Number of Animals Collected and Transported (Jan.)</td>
</tr>
<tr>
<td>Total Number of State Arrest Warrants Signed (Jan.)</td>
</tr>
<tr>
<td>Total Number of County Ordinance Tickets/Warnings Issued (Jan.)</td>
</tr>
<tr>
<td><strong>Communications Center (Dispatch)</strong></td>
</tr>
<tr>
<td>Average Daily Calls for Assistance (Jan.)</td>
</tr>
<tr>
<td>Total Number of Calls for Assistance (Jan.)</td>
</tr>
<tr>
<td><strong>Records and Judicial Orders</strong></td>
</tr>
<tr>
<td>Total Number of Civil Papers Received (Jan.)</td>
</tr>
<tr>
<td>Total Number of Civil Papers Served (Jan.)</td>
</tr>
<tr>
<td>Total Number of Warrants Received (Jan.)</td>
</tr>
<tr>
<td>Total Number of Warrants Served or Recalled (Jan.)</td>
</tr>
<tr>
<td><strong>Forensics</strong></td>
</tr>
<tr>
<td>Total Individual Drug Analysis Completed by Chemists (Jan.)</td>
</tr>
<tr>
<td>Total Number of Evidence Pieces Collected (Jan.)</td>
</tr>
<tr>
<td>Total Number of Evidence Pieces Processed (Jan.)</td>
</tr>
<tr>
<td>Total Number of CSI Calls (Jan.)</td>
</tr>
<tr>
<td>Total Number of Photos Taken (Jan.)</td>
</tr>
<tr>
<td>Total Number of Finger Prints Collected (Jan.)</td>
</tr>
<tr>
<td><strong>Detention Center</strong></td>
</tr>
<tr>
<td>Average Daily Population (Jan.)</td>
</tr>
<tr>
<td>Total Number of Meals Served (Jan.)</td>
</tr>
<tr>
<td>Litter Crew: Total Miles Cleaned/Cleared (Jan.)</td>
</tr>
<tr>
<td>Litter Crew: Total Number of Trash Bags Processed (Jan.)</td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>Litter Crew: Total Number of Tires Removed (Jan.)</td>
</tr>
</tbody>
</table>
OSHA's Form 300A  (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

<table>
<thead>
<tr>
<th></th>
<th>Total number of cases</th>
<th>Total number of cases with job transfer or restriction</th>
<th>Total number of other recordable cases</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of deaths</td>
<td>1</td>
<td></td>
<td>48</td>
</tr>
<tr>
<td>Total number of cases with days away from work</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total number of cases with job transfer or restriction</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Number of Days

<table>
<thead>
<tr>
<th></th>
<th>Total number of days away from work</th>
<th>Total number of days of job transfer or restriction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of days away from work</td>
<td>162</td>
<td>10</td>
</tr>
</tbody>
</table>

Injury and Illness Types

<table>
<thead>
<tr>
<th>Total number of...</th>
<th>(M)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Injuries</td>
<td>62</td>
</tr>
<tr>
<td>(2) Skin disorders</td>
<td>3</td>
</tr>
<tr>
<td>(3) Respiratory conditions</td>
<td>0</td>
</tr>
<tr>
<td>(4) Poisonings</td>
<td>0</td>
</tr>
<tr>
<td>(5) Hearing loss</td>
<td>0</td>
</tr>
<tr>
<td>(6) All other illnesses</td>
<td>0</td>
</tr>
</tbody>
</table>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimated burden or what could make this form simpler, please write to OSHA wash DC 20210. Do not send the completed form to this office.

Establishment information

Your establishment name  Anderson County

Street  101 S. Main St
City  Anderson  State  SC  Zip  29624

Industry description (e.g., Manufacture of motor truck trailers)

County Government

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR  9119

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees  982

Total hours worked by all employees last year  1,761,579

Sign here

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Rusty Burns  County Admin.

Company executive  Title

Phone  864 - 260 - 4225  Date  01 / 30 / 2018

Save Input