



ANDERSON COUNTY

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Council Members:

Tommy Dunn
Chairman
District 5

Ken Waters
Vice-Chairman
District 6

Francis M. Crowder, Sr.
District 1

Gracie S. Floyd
District 2

J. Mitchell Cole
District 3

Thomas F. Allen
District 4

M. Cindy Wilson
District 7

Kimberly Poulin
Clerk to Council
kapoulin@andersoncountysc.org

Rusty Burns
County Administrator

P. O. Box 8002
Anderson, SC 29622
Fax: 864-260-4356
Office: 864-260-4062

AGENDA ANDERSON COUNTY COUNCIL REGULAR MEETING November 17, 2015 AT 6:30 p.m. Historic Courthouse – Council Chambers – Second Floor Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Ms. Gracie S. Floyd
3. **APPROVAL OF MINUTES:** November 3, 2015 meeting
4. **CITIZEN COMMENTS:** Agenda Matters
5. **REPORT ON THE HOMELAND PARK FESTIVAL:** Ms. Gracie S. Floyd (allotted 15 minutes)
6. **ORDINANCE – THIRD READING:**
 - a. **2015-032:** an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 park) of Anderson and Greenville Counties so as to enlarge the park. (Project Orange) **PUBLIC HEARING – NO TIME LIMITS**
Mr. Burriss Nelson (allotted 5 minutes)
 - b. **2015-034:** an ordinance to authorize and accept the transfer of authority to conduct municipal elections scheduled for November of odd numbered years for the city of Belton to the Anderson County Registration and Elections Board. **PUBLIC HEARING – NO TIME LIMITS**
Ms. Katy Smith (allotted 10 minutes)
 - c. **2015-036:** an ordinance to provide for the creation of The Farm Special Tax District; to establish the nature of services to be performed therein; to designate the uniform service charge in the Farm Subdivision Special Tax District; to provide for the operation of the Farm Subdivision Special Tax District. **PUBLIC HEARING – NO TIME LIMITS**
Mr. Michael Forman (allotted 10 minutes)
 - d. **2015-037:** an ordinance authorizing an amendment to the Infrastructure Financing Agreement on behalf of Tetramer Technologies, LLC and South Mechanic Street Properties, LLC (the “companies”) so as to accurately reflect the intention of the parties regarding the economic incentives for the project formerly known as Project CHOCO. **PUBLIC HEARING – NO TIME LIMITS**
Mr. Burriss Nelson (allotted 10 minutes)
7. **ORDINANCE – SECOND READING:**
 - a. **2015-035:** an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 park) of Anderson and Greenville Counties so as to enlarge the park. (Project Rampart) **PUBLIC HEARING – NO TIME LIMITS**
Mr. Burriss Nelson (allotted 5 minutes)
 - b. **2015-042:** an ordinance authorizing the execution and delivery of an amended and restated Fee in Lieu of tax agreement by and between Anderson County, South Carolina, Watson Engineering, Inc., as sponsor, and 1350 Shiloh Properties, LLC, as sponsor affiliate. **PUBLIC HEARING – NO TIME LIMITS**
Mr. Burriss Nelson (allotted 5 minutes)
 - c. **2015-043:** an ordinance authorizing the execution and delivery of an amended and restated Special Source Revenue Agreement by and between Anderson County, South Carolina and 125 hollow properties, LLC, an affiliate of Watson Engineering, Inc. **PUBLIC HEARING – NO TIME LIMITS**
Mr. Burriss Nelson (allotted 5 minutes)

8. **ORDINANCE – FIRST READING:**

- a. **2015-038:** an ordinance to rezone +/- 3.22 acres from I-1 (Industrial) to R-A (Residential-Agriculture) at 10000 BHP Hwy 76 (TMS 251-00-04-019) in Council District #3. **(TITLE ONLY) PUBLIC HEARING – NO TIME LIMITS** Mr. Michael Forman (allotted 10 minutes)
- b. **2015-039:** an ordinance to rezone +/- 2.92 acres from C-1N (Neighborhood Commercial) to R-MHP (Residential – Manufactured Home Park) at 5502 Hwy 24 (TMS 028-08-01-012 and 028-08-01-008) in Council District #4. **(TITLE ONLY) PUBLIC HEARING – NO TIME LIMITS** Mr. Michael Forman (allotted 10 minutes)
- c. **2015-040:** an ordinance to rezone +/- 33.75 acres from R-20 (Single-Family Residential) to R-A (Residential – Agriculture) at 5575 Hwy 187 (TMS 027-00-01-003) in Council District #4. **(TITLE ONLY) PUBLIC HEARING – NO TIME LIMITS** Mr. Michael Forman (allotted 10 minutes)

9. **RESOLUTIONS:**

- a. **#R2015-061:** a resolution authorizing the Anderson County Roads and Bridges Department to perform maintenance on certain identified roads. Mr. Rusty Burns (allotted 5 minutes)

10. **REPORT FROM FINANCE COMMITTEE MEETING NOVEMBER 12, 2015:**

Chairman Francis M. Crowder, Sr (allotted 20 minutes)

- a. MOU-TCTC Kitchen Equipment
- b. Bids
 1. 5 mile sewer line – phase 1
 2. FY 15/16 County Road Improvement
- c. Capital and Debt
 1. Purchase agreement – Industrial Park
 2. Reimbursement Resolution – Industrial Park
 3. Resolution supporting TCTC JEDA Bonds
 4. Transfer of Dump Truck to TCTC
- d. Budget Transfers

11. **REQUESTS BY COUNCIL MEMBERS:**

All Districts (allotted 14 minutes)

- a. Haven of Rest – **DISTRICT ONE**
- b. Mill Town Players – **DISTRICT ONE**
- c. Starr Athletic Association – **DISTRICT THREE**
- d. Salvation Army – **ALL DISTRICTS**
- e. Golden Harvest Food Bank – **ALL DISTRICT**

12. **ADMINISTRATOR'S REPORT:**

Mr. Rusty Burns (allotted 2 minutes)

- a. Letters of Appreciation:
 1. To: Major Bryant From: Citizen
 2. To: ACSO Marine Patrol Unit From: Hart County FD
 3. To: ACSO From: Citizen
- b. Reports
 1. Building & Codes Monthly Report
 2. Recreation Fund Report
 3. Paving Report
- c. Budget Transfers

13. **CITIZEN COMMENTS:** Other Matters

14. **REMARKS FROM COUNCIL MEMBERS:**

15. **ADJOURNMENT**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
NOVEMBER 3, 2015

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
KEN WATERS, VICE CHAIRMAN
FRANCIS M. CROWDER
J. MICHAEL COLE
TOM ALLEN
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
KIM POULIN

1 TOMMY DUNN: At this time, I'd like to
2 call the Anderson County Council meeting of November
3 the 3rd, the presentation portion of our meeting, to
4 order, and welcome everyone here. At this time, first
5 item on the agenda will be a Resolution Proclamation
6 R2015-059, a Resolution to recognize and honor Dogwood
7 Garden Club, Ms. Cindy Wilson, on their 75th
8 anniversary. Ms. Wilson.

9 CINDY WILSON: Thank you, Mr. Chairman.
10 And what a wonderful group of ladies this is.

11 **WHEREAS**, Dogwood Garden Club of Honea Path was
12 established September 27th, 1940 and accepted into the
13 South Carolina Garden Club in November 1941 and is
14 celebrating their 75th anniversary of educating the
15 Upstate and surrounding area of the importance of
16 beautification projects; and

17 **WHEREAS**, the garden club is a 22 member
18 organization dedicated to promoting horticulture,
19 environmental conservation and historical preservation
20 in Anderson County; and

21 **WHEREAS**, the garden club's innovative and
22 industrious civic planning and planting initiatives
23 have transformed many areas and have become a source of
24 pride displaying the creative spirit of our region
25 through floriculture; and

26 **WHEREAS**, the garden club's community service begins
27 at the natural beautification of Anderson County, and
28 continues through participation in litter control, tree
29 planting projects, maintaining Dogwood park,
30 volunteering at the food bank and providing for
31 children to attend Camp Wildwood each year; and

32 NOW, THEREFORE, BE IT RESOLVED that the County
33 Council of Anderson does hereby recognize and commend
34 the Dogwood Garden Club for their unwavering devotion
35 to the promotion of the County's natural beauty and
36 horticulture preservation; and Is Hereby resolved this
37 3rd day of November, 2015.

38 And may I put that in the form of a motion, please.

39 TOMMY DUNN: Have a motion, have a
40 second?

41 TOM ALLEN: Second.

42 TOMMY DUNN: Second Mr. Allen. Further
43 discussion? Hearing none, all in favor of the motion,
44 right hand. All opposed like sign. Show the motion
45 carries unanimously. Ms. Wilson.

46 CINDY WILSON: And if we may have our
47 Garden Club members to the front and our Council
48 members to come down for the presentation.

49 **(PRESENTATION OF RESOLUTION)**

50 TOMMY DUNN: At this time we'll be moving

1 on to Item number 2(b) on the agenda, Proclamation
2 proclaiming November Epilepsy Awareness Month, Mr.
3 Cole. Councilman Cole.

4 MITCHELL COLE: Thank you. I'd like to
5 offer this up as Proclaiming November '15 as Epilepsy
6 Awareness Month.

7 **WHEREAS**, epilepsy is a neurological disorder
8 producing brief disturbances in the normal electrical
9 functions of the brain that temporarily affects a
10 person's consciousness, bodily movements and/or
11 sensations, while creating long-term effects on the
12 lifestyle of individuals with epilepsy; and

13 **WHEREAS**, 1 in 26 people will develop epilepsy and 1
14 in 10 people will have a seizure in their lifetime; and

15 **WHEREAS**, epilepsy can affect anyone no matter what
16 their gender, race, age, religion, educational
17 background or socioeconomic status; and

18 **WHEREAS**, epilepsy is more common than Parkinson's
19 disease, multiple sclerosis, muscular dystrophy and
20 cerebral palsy combined; and

21 **WHEREAS**, epilepsy affects more than 65 million
22 people worldwide; and

23 **WHEREAS**, while there is no cure for epilepsy, drug
24 therapy, surgery and other non-pharmacological
25 treatments exist allowing approximately 80 percent of
26 individuals with epilepsy to lead a normal life with
27 either no seizures or a significant reduction in
28 seizures; and

29 **WHEREAS**, epilepsy is a complex disorder that
30 requires further research to find a cure and
31 prevention; and

32 **WHEREAS**, the annual observance of Epilepsy
33 Awareness Month advocates for the rights, humane
34 treatment and appropriate education of all persons with
35 epilepsy, while raising awareness with families,
36 professionals, and the general public to better
37 understand this lifelong disorder.

38 NOW, THEREFORE, Anderson County Council does
39 hereby proclaim the month of November 2015 as "EPILEPSY
40 AWARENESS MONTH" and call upon all citizens, government
41 agencies, public and private institutions, businesses
42 and schools to recommit our community to increasing
43 awareness and understanding of epilepsy through
44 education while ensuring that all individuals with
45 epilepsy lead a full and productive life.

46 FOR ANDERSON COUNTY, this the 3rd day of November,
47 2015. And I offer this as a motion.

48 TOMMY DUNN: Motion. Second Mr. Crowder.
49 Any further discussion? All in favor of the motion
50 show of hands. All opposed like sign. Show the motion

1 carries unanimously.

2 MITCHELL COLE: If Ms. Melanie Hicks will
3 come down front and our Council people.

4 **(PRESENTATION OF PROCLAMATION)**

5 TOMMY DUNN: At this time we're going to
6 adjourn our -- what we do -- we got a young lady here
7 from Oakwood Christian School -- glad to have her --
8 doing a government class. And just want you to know,
9 we do -- from 6 to 6:30 we do a presentation
10 proclamations, and at 6:30 is when we start our regular
11 Council meeting. So we're going to adjourn now, we'll
12 start back here at 6:30 for our Council meeting.

13

14 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:13 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
NOVEMBER 3, 2015

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
KEN WATERS, VICE CHAIRMAN
FRANCIS M. CROWDER
J. MICHAEL COLE
TOM ALLEN
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
KIM POULIN
LEON HARMON

1 TOMMY DUNN: At this time I'd like to
2 call the regular Anderson County Council meeting to
3 order of November the 3rd. At this time, I'd like to
4 ask Ms. Wilson if she'd lead us in the Invocation and
5 Pledge of Allegiance. If we'd all rise.
6 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY CINDY WILSON)**
7 TOMMY DUNN: At this time before we go
8 any further I'd just like a couple announcements. Ms.
9 Floyd, I understand, is unable to attend tonight.
10 She's under the weather. Keep her in our thoughts,
11 prayers. Also I'd like to welcome I believe Ms.
12 Kaitlyn, from Oakwood Christian School is here doing a
13 government class for her school and hope we don't bore
14 her too much and keep things up and glad to have you
15 and your father here. Also like to recognize and very
16 glad to have Grayson Kelly here from Tri-County Tech.
17 Appreciate you. Welcome everyone else. At this time
18 we'll be moving on with approval of minutes. Are there
19 any changes or corrections to our October 20th, 2015
20 meeting? Ms. Wilson?
21 CINDY WILSON: None right now. Thank you.
22 TOMMY DUNN: Mr. Crowder?
23 FRANCIS CROWDER: For once, no, sir.
24 TOMMY DUNN: Hearing none, do we have a
25 motion to accept?
26 KEN WATERS: I make a motion we accept.
27 TOMMY DUNN: Motion Ms. Wilson and second
28 by Mr. Waters. All in favor of the motion show of
29 hands. All opposed like sign. Show the motion carries
30 unanimously. At this time we'll ask for citizens
31 comments. Any citizen signed up, Mr. Harmon?
32 LEON HARMON: Mr. Chairman, no one has
33 signed up.
34 TOMMY DUNN: Not going to ask again.
35 KEN WATERS: Would you like for me to
36 make some?
37 TOMMY DUNN: We'll be moving on to Item
38 number 5, Anderson County Economic Development
39 Challenges. Mr. Crowder.
40 FRANCIS CROWDER: Thank you, Chairman. May I
41 have the opportunity to go to the podium?
42 TOMMY DUNN: Yes, sir.
43 FRANCIS CROWDER: Thank you. Put it on the
44 screen, please, sir. All right. Thank goodness we've
45 got an able-bodied high tech person here. We
46 appreciate you being here, sir. If you will cut on
47 your little monitor, please.
48 KEN WATERS: Want me to turn that on for
49 you?
50 TOMMY DUNN: Didn't you hear we had a

1 high tech person in the room; he's talking about me.

2 KEN WATERS: I knew that.

3 FRANCIS CROWDER: That's good. Thank you,
4 sir. Well, ???(microphone is cutting out) I don't know
5 why, because I wasn't a Tennessee native, but my wife
6 and I went up to Knoxville and stayed at a certain
7 hotel and they actually had all the warm-up for the
8 Tennessee at home games. And I hope ??? go inside and
9 watch the activity ?? the thing. So you might say this
10 ?? warm-up activity for you gentlemen. We really don't
11 need it because you're already ?? as much or more.
12 But, you know, I'm a father, a dad, a granddad, a great
13 grandfather. And one of my greatest concerns is when
14 my children and grandchildren get through school, will
15 they have a job? Will they have a job?

16 Now, of course, that's conditional upon a lot of
17 decisions that people have to make in their lives. The
18 decision as they go through school, what do you want to
19 be? I regret that we live in a society where a goodly
20 number of people don't face that decision early, and
21 for the lack of a better word, go through life only
22 years later to discern what they want to be. And there
23 are others, like me, who decide what you want to be --
24 a chemist -- and you get your degree, but you're never
25 a chemist, and you go back to school.

26 But then there are those who go through school and
27 they want a job. And today I hear more and more that
28 my child finished school or tech or college and they
29 don't have a job. I know education is not our
30 responsibility as County Council members, although we
31 do readily support Tri-County Tech and other
32 activities, we are not involved there. But we are a
33 catalysis to promote the availability of good paying
34 jobs when our future generations get out of school.
35 That's big time for me.

36 I think that when I went to the Tri-County Tech
37 annual luncheon, as you did, some cover of their
38 magazine was well laid out and I saw the smiling faces
39 that were going to school in there. That reemphasized
40 the fact, Anderson County, I think, is headed in the
41 right direction. Right direction, not because of what
42 they are doing, but because we are partners with them,
43 because we're the job creators. People say ??
44 government do, do not create jobs. That is true. But
45 we create the opportunity and the incentive for the job
46 to come our way. And what plagues you and I are the
47 fact that ?? a product to sell. Imagine a person who's
48 got peanuts and they're selling peanuts to the Clemson
49 football game this week -- they play Florida State --
50 and the car pulls up and it says, I have no peanuts.

1 Well, we have -- Anderson County has no peanuts,
2 especially in certain categories.

3 Now, it's true, people can ride up and down ?? and
4 find a lot of empty stores, empty buildings, but in
5 general, those are not the kind of venues that
6 industries coming into the Upstate or the state are
7 interested in. And what concerns us together -- and
8 I've heard you all articulate it -- so I'm really
9 echoing things that you have said -- that we have to
10 get this inventory built in order that our economic
11 development team -- Mr. Burns and Mr. Burriss Nelson --
12 can continue to do their job. I don't know why this
13 thing keeps whatever, but it does.

14 Now, keep in mind, having been in the marketplace
15 years ago, you have competition. Competition.
16 Anderson County has competition. And so tonight, I
17 want to bring you two stories, three stories, and I'll
18 shut up, about competition. Recently our distinguished
19 Burriss Nelson had the opportunity to have multiple
20 people coming into our area wanting the possibility of
21 placing advanced manufacturing facilities especially
22 for BMW level, tier one and tier two provider. And to
23 some degree we thought we were going to get them.
24 That's a good thought. And our staff did all that they
25 could, I'm sure, to try to make a successful sale. But
26 we failed. We failed, not because of the efforts, but
27 we failed because we did not have the product. We did
28 not have the product.

29 And so consequently, jobs went to our neighboring
30 state right across the line. And before you get to the
31 board, if you'll pick up your big piece of paper, you
32 will see the Hart County I-85 Industrial Park where
33 they have two plants, one quite a big size already
34 there and another one pretty good size and they've got
35 an industrial park that they own. See, I've heard
36 people say, well, why are you doing this? Why not let
37 private sector do it? Well, we've talked about it, but
38 I haven't heard nobody from the private sector say I'm
39 going to build one. And secondly, if we already have
40 adjoining counties that have their own industrial park,
41 why do we not have one? And so, that firm is going
42 over to our friends in Georgia. Well, we like Georgia.
43 But I'm not worried not about Georgia; I'm worried
44 about Anderson County. And you are, too. And I know
45 you do. And so, that's one of our competitors.

46 Now our second competitor you will see on your
47 screen. Now, Oconee County actually has three county-
48 owned industrial parks. Three. Not one; three.
49 Secondly, they have two private owned industrial parks.
50 They have five. Anderson County, we have none. We

1 have none. And so we could sit here and say, well,
2 we're going to send -- try to sell thin air. People in
3 today's economy and today's world where they're making
4 big investments, they do not buy thin air. And so,
5 consequently, I'm sharing with you stuff right off of
6 the Oconee County website. This is not bells and
7 whistles. This is real time and you can see their --
8 one of their pride and joys, which they call the Oconee
9 Industrial and Technology Center. I'm sorry, I'm a
10 little shaky tonight. No, I'm not on drugs. And
11 you'll see that it's two miles from US 123 and 76, on a
12 four lane highway, fifteen miles from I-85, a hundred
13 and fifteen miles from Atlanta, hundred and forty-six
14 miles from Charlotte. You can read as good as I can.
15 And then we go down here and you'll see, what have we
16 got there? I'll tell you what. I'm going to have to
17 eat more grits. They've got an industrial site. Well,
18 this is just part of that industrial site. At that
19 industrial site, they have not only an industrial park,
20 but they've got not one but two pads. And here's an
21 aerial view of one of the pads. And so, I'll give a
22 little motion and click on here and let the computer go
23 round and round and round and out. We see in real time
24 -- with music -- look there. You and I have been up
25 that highway before. Look at it. Look at that
26 beautiful sign; Industry and Technology Park. Oconee
27 County. I know I'm being a little overly dramatic
28 tonight. But I'm a visual person. I would love to see
29 this kind of stuff. And you see where all they've done
30 is put in the entrance road, the access road to the
31 pad, and a nice highway and they've got an entrance
32 that's landscaped and with ??.

33 Now we could come down here and look at one of the
34 other sites. Now, see here's another one that we're
35 seeing more. Here's a forty-eight point nine one acre
36 site. Now, of course, it doesn't have a pad. But it's
37 a site. Now, the company that we lost, one of the
38 reasons we lost it was they had a pad, they didn't have
39 to cut down trees, they didn't have to do a lot of
40 grading, they could jump start and keep going now.
41 Okay. Thank you. How about that. Oconee Economic
42 Alliance.

43 All right. Now we'll come down here. I'm about
44 through. That's the main one. And here's the Golden
45 -- one of their others called the Golden Corner
46 Commercial Park, that again, is a certified site.
47 Certified park. It's only two point five miles from I-
48 85. All right. And here, they are in the process of
49 developing that site. They do have part of the
50 amenities there. Now, I meant to go back and tell you

1 before I forget that previous -- they had a seventy-
2 five -- they have a fifty thousand square foot pad and
3 a three hundred thousand square foot pad and they
4 actually have a page in the presentation that says
5 their price for the land is forty-eight thousand
6 dollars an acre. Forty-eight thousand dollars an acre.
7 Okay. And I'll follow up on that when we get to the
8 Finance Committee meeting later on to see that if we
9 make a decision to do something, that we are actually
10 highly cost competitive with that land. Cheaper, in
11 other words. And, of course, I won't go through all
12 the rest because they're all symbolic of the concept.

13 In my mind, and I think that y'all have the same
14 passion, we have a passion for our county. And we want
15 to have good jobs. And to attract jobs, we've got to
16 create the environment and the incentive and I think
17 one of the ways to do it is to -- for Anderson County
18 to acquire an Industrial Park and develop it and we
19 will be discussing that in the Finance Committee.
20 Thank you. I appreciate it. Any questions?

21 TOMMY DUNN: Thank you, Mr. Crowder.
22 Appreciate it. Now, would you mind getting those
23 light, Mr. Allen? If you could get them. Y'all don't
24 let Mr. Waters get next to them, they'll all go off.

25 FRANCIS CROWDER: Thank you, sir.

26 TOMMY DUNN: Thank you, Mr. Crowder.

27 Moving on to Item number 6, Report from the
28 Homeland Park -- report on the Homeland Park Festival.
29 Ms. Floyd, and her not being here tonight, I'm sure
30 she'll do this when she returns, probably next Council
31 meeting. I just -- would just like to say, there was a
32 lot of folks down there. I think it was a big success.
33 More people than I ever thought would be. So it was a
34 -- done an excellent job of getting that together.

35 Moving on to Item number 7, Ordinances Third
36 Reading. Number 7(a) 2015-029 An Ordinance to amend an
37 agreement for the development of a Joint County
38 Industrial and Business Park (2010 Park) of Anderson
39 and Greenville Counties so as to enlarge the park.
40 This will be a public hearing. Anyone wishing to speak
41 on this matter, please step forward, state your name
42 and district and address the Chair and keep matters on
43 this right here. We're now in a public hearing.
44 Anyone at all wish to step forward? Hearing none,
45 seeing none, public hearing will be closed. You have
46 anything you need to add on this, Mr. Burriss?

47 BURRISS NELSON: No, sir.

48 TOMMY DUNN: Okay. We have a motion?

49 FRANCIS CROWDER: I make a motion.

50 TOMMY DUNN: Mr. Crowder. Second from

1 Mr. Waters. Any further discussion? Hearing none, all
2 in favor of the motion show of hands. All opposed like
3 sign. Show the motion carries unanimously.
4 Moving on to Item number 7(b) 2015-030 An Ordinance
5 to amend an agreement for the development of a Joint
6 County Industrial and Business Park (2010 Park) of
7 Anderson and Greenville Counties so as to enlarge the
8 park. Again, this is a public hearing. Now in a
9 public hearing. Anyone wishing to speak forward --
10 step forward and speak on this matter, please state
11 your name and district. Anyone at all? Hearing none,
12 public hearing will be closed. We have a motion?
13 MITCHELL COLE: So moved.
14 TOMMY DUNN: Motion Mr. Cole. Second by
15 Mr. Allen. Any further discussion? Hearing none, all
16 in favor of the motion show of hands. All opposed like
17 sign. Show the motion carries unanimously.
18 Moving on to Item number (c), 7(c) 2015-031 an
19 ordinance authorizing an Infrastructure Financing
20 Agreement on behalf of Palmetto Engineering &
21 Consulting, LLC (the "company"); the expansion of the
22 boundaries of the Joint County Industrial and Business
23 Park jointly developed with Greenville County, South
24 Carolina to include certain real property located in
25 Anderson County. Again, this is a public hearing.
26 Anyone wishing to speak on this matter, please state
27 your name and district and address the Chair. Public
28 hearing. Anyone at all? Hearing none, public hearing
29 will be closed. Do we have a motion?
30 TOM ALLEN: So moved.
31 KEN WATERS: Second.
32 TOMMY DUNN: Motion Mr. Allen, second Mr.
33 Waters. Any discussion? You have anything?
34 BURRISS NELSON: ??? (No audio at all)
35 TOMMY DUNN: Great news. Have any more
36 discussion? Then all in favor of the motion show of
37 hands. All opposed like sign. Show the motion carries
38 unanimously.
39 Moving on to 7(d) 2015-033 an ordinance authorizing
40 execution and delivery of an Infrastructure Financing
41 Agreement between Anderson County, South Carolina and
42 Lakeside Steel and Machine, Inc (the "company"),
43 granting certain infrastructure credits to the company;
44 the expansion of the boundaries of the Joint County
45 Industrial Park jointly developed with Greenville
46 County, South Carolina to include certain real property
47 located in Anderson County, South Carolina. Again,
48 this is a public hearing. Anyone wishing to address
49 this, please step forward, name and district and
50 address the Chair. Public hearing. Anyone at all?

1 Anyone? Hearing and seeing none, public hearing will
2 be closed. At this time we have a motion to move
3 forward?

4 TOM ALLEN: So moved.

5 TOMMY DUNN: Motion Mr. Allen.

6 CINDY WILSON: Second.

7 TOMMY DUNN: Second Ms. Wilson. Burriss

8 Nelson, you got anything you'd like to add?

9 BURRISS NELSON: Jack and Brad Jenkins have
10 been great community partners and super corporate
11 citizens in Anderson County for many years. And their
12 growth, it just adds more to our community. These jobs
13 are paying well above our county average of sixteen
14 forty-three. They're paying seventeen fifty-four an
15 hour. Great opportunity for us in the county in jobs
16 creation and capital investment.

17 TOMMY DUNN: Appreciate it and just like
18 to add, they also are good people. Do a lot of civic
19 work in the county and that just -- their business
20 location happens to be in a great spot in the county.
21 Being District 5.

22 BURRISS NELSON: Your district.

23 TOMMY DUNN: All -- hearing any more
24 discussion? All in favor of the motion show of hands.
25 All opposed like sign. Show the motion carries
26 unanimously.

27 Moving on to Item number 8 (a) Second Reading 2015-
28 032 an ordinance to amend an agreement for the
29 development of a Joint County Industrial and Business
30 Park (2010 Park) of Anderson and Greenville Counties so
31 as to enlarge the park. Mr. Nelson, you have anything
32 left?

33 BURRISS NELSON: This is just an expansion of
34 the park, like 7(a) and (b). The project is actually
35 in Greenville going into our park and providing cash
36 for us into our general fund.

37 TOMMY DUNN: Thank you, Mr. Nelson.

38 Anyone make a motion?

39 FRANCIS CROWDER: I make a motion.

40 TOMMY DUNN: Mr. Crowder makes the
41 motion. Ms. Wilson seconds it. Any discussion? All
42 in favor of the motion show of hands. All opposed like
43 sign. Show the motion carries unanimously.

44 Again, we'll be moving on to Item number 8(b) 2015-
45 034 ordinance second reading. This is an ordinance to
46 authorize and accept the transfer of authority to
47 conduct municipal elections scheduled for November of
48 odd numbered years in the city of Belton to the
49 Anderson County Registrations and Elections Board.
50 Have a motion to move this forward?

1 TOM ALLEN: So moved.
2 KEN WATERS: Second.
3 TOMMY DUNN: Motion Mr. Allen, second Mr.
4 Waters. Any discussion? Hearing none, all in favor of
5 the motion show of hands. All opposed like sign. Show
6 the motion carries unanimously.
7 Moving on to 8(c) 2015-036 an ordinance to provide
8 for the creation of The Farm Special Tax District; to
9 establish the nature of services to be performed
10 therein; to designate the uniform service charge in the
11 arm Subdivision Special Tax District; to provide for
12 the operation of the Farm Subdivision Special Tax
13 District. This is -- they can have their own special
14 way to upgrade their roads and bring them into the
15 county system. Do we have a motion?
16 TOM ALLEN: So moved.
17 KEN WATERS: Second.
18 TOMMY DUNN: Motion Mr. Allen. Second
19 Mr. Waters. Any discussion? Hearing none, all in
20 favor of the motion show of hands. All opposed like
21 sign. Show the motion carries unanimously.
22 Moving on to Item number 8(d) 2015-037 an ordinance
23 authorizing an amendment to the Infrastructure
24 Financing Agreement on behalf of Tetramer Technologies,
25 LLC and South Mechanic Street Properties, LLC (the
26 "Companies") so as to accurately reflect the intention
27 of the parties regarding the economic incentives for
28 the project formerly known as Project CHOCO. Mr.
29 Nelson, you have anything?
30 BURRISS NELSON: Yes, sir. Thank you, Mr.
31 Chairman. This is just a correction of and a change of
32 the technical language. It does not change the deal in
33 any way. It still remains as it was when you passed it
34 several months ago.
35 TOMMY DUNN: Have a motion to move this
36 forward? Mr. Allen.
37 KEN WATERS: Second.
38 TOMMY DUNN: Mr. Waters seconds it. Any
39 further discussion? All in favor of the motion show of
40 hands. All opposed like sign. Show the motion carries
41 unanimously.
42 Now we'll be going to Ordinance first reading.
43 9(a) 2015-035 an ordinance to amend an agreement for
44 the development of a Joint County Industrial and
45 Business Park (2010 Park) of Anderson and Greenville
46 Counties so as to enlarge the park. (Project Rampart)
47 Mr. Burriss Nelson.
48 BURRISS NELSON: Thank you, sir. This is
49 another project in Greenville that's being added to the
50 park and just as the last three or four we've had

1 tonight. But it brings additional cash to the general
2 fund.

3 TOMMY DUNN: Have a motion?

4 TOM ALLEN: So moved.

5 TOMMY DUNN: Motion Mr. Allen. Second
6 Ms. Wilson. Any further discussion? Hearing none, all
7 in favor of the motion show of hands. All opposed like
8 sign. Show the motion carries unanimously.

9 Moving on to 9(b) 2015-042 an ordinance authorizing
10 the execution and delivery of an amended and restated
11 Fee in Lieu of Tax agreement by and between Anderson
12 County, South Carolina, Watson Engineering, Inc., as
13 sponsor, and 1350 Shiloh Properties, LLC, as sponsor
14 affiliate. Mr. Burriss Nelson. Don't wake him up.

15 BURRISS NELSON: Mr. Chairman, members of
16 Council, I apologize and I didn't realize this. This
17 is -- what I'm giving you is normally the presentation
18 in 2012 when we passed this project. These are my
19 notes. And I didn't realize I had not -- was not doing
20 the detailed presentation that I had give to Council
21 today. And I apologize; I don't have that. But this
22 is a project that we passed in 2012, Watson
23 Engineering. We called it Project Shelby GT350. In
24 their language they had set up a capital investment
25 amount and a jobs creation amount. None of that has
26 changed. The deal is the same. However, they didn't
27 anticipate the growth of product demand that they are
28 -- have received. They've had to build another
29 building, buy another piece of dirt up there in the
30 Exit 35 Upstate Industrial Park and have added a new
31 building. This new building has to be captured in the
32 fee agreement. And so that's what we're doing here, is
33 adding that address and that property to the agreement
34 to make it technically correct. And they can still
35 receive their incentives, as we promised, and they're
36 on track for their capital investment and jobs
37 creation, as they promised. Does not change the deal
38 in any way. Thank you, sir.

39 TOMMY DUNN: Thank you. Have a motion?

40 FRANCIS CROWDER: I make a motion.

41 TOMMY DUNN: Motion Mr. Crowder, second
42 Mr. Waters. Any discussion?

43 CINDY WILSON: May I?

44 TOMMY DUNN: Yes, ma'am.

45 CINDY WILSON: It was very tedious,
46 confusing reading. Does this mean an addition of three
47 new jobs since the baseline as of 12-31, 2011 was 82 or
48 does this mean 85 new jobs period? I got really
49 confused trying to read through that.

50 BURRISS NELSON: There -- well, at the time I

1 think they promised -- they guaranteed the 82, promised
2 the 85. This is what they're just saying, they're
3 going to do the 85 jobs. It's not 85 new jobs.

4 CINDY WILSON: Okay. And so when they
5 purchased this new property, that goes in with all the
6 existing incentives.

7 BURRISS NELSON: Exactly.

8 CINDY WILSON: And there was some new
9 language, I didn't know if I overlooked it the first
10 time; may have.

11 BURRISS NELSON: You probably did not. It's
12 -- you're right, it is new language.

13 CINDY WILSON: Control group; and then
14 under full time employment it had a different caption
15 there. It said a job requiring a minimum of forty
16 hours of an employee's time per week for the entire
17 normal year of the company's operation. For the
18 purposes of this definition two half time jobs are
19 considered one full time job and three third time jobs
20 are considered one full time job. That was confusing.
21 What does that mean?

22 BURRISS NELSON: Well, that simply means that
23 they do have part time help. If they have two people
24 hired ---

25 CINDY WILSON: Shifts or something.

26 BURRISS NELSON: In school, apprenticeship
27 job opportunities that are out there. And they're very
28 open to that. It's a great company and they have good
29 vision for our community as well. The original
30 language was a little convoluted. But anyway, the
31 language -- the new language helps straighten out the
32 original language in the original documents.

33 CINDY WILSON: Thank you.

34 TOMMY DUNN: Mr. Crowder?

35 FRANCIS CROWDER: Does this mean that they're
36 going to have 85 full time equipment jobs? Or 85
37 combinations of full time and part time?

38 BURRISS NELSON: The majority of those jobs
39 -- and I don't know the number -- last time I talked to
40 them, they had almost 80 full time jobs, 80 employees
41 and they still have two years left to fulfill their 85
42 number. But that language, the original language, I
43 think may have even said just part time jobs in a
44 number. But that qualifies that. Mr. Harmon and an
45 associate of his, Jim Price, took great pains in going
46 through that document, making sure that it protected us
47 to the best position that we should be in.

48 FRANCIS CROWDER: But the bottom line is,
49 we're expecting them to deliver 85 full time equivalent
50 jobs.

1 BURRISS NELSON: Yes, sir. That's correct.
2 FRANCIS CROWDER: Thank you.
3 BURRISS NELSON: And we anticipate they'll do
4 that.
5 FRANCIS CROWDER: Thank you.
6 TOMMY DUNN: Anything else? All in favor
7 of the motion show of hands. All opposed like sign.
8 Show the motion carries unanimously.
9 Moving on to Item number 10, Report from the
10 Planning and Public Works Committee. Ms. Wilson.
11 Thought we just done 9(c).
12 BURRISS NELSON: You do 9(b) and (c). Is
13 that right?
14 TOMMY DUNN: Did I do -- did I skip (c)?
15 LEON HARMON: I think you did, Mr.
16 Chairman. You did -- that was 9(b).
17 TOMMY DUNN: You're awful picky tonight.
18 We'll go ahead and do it then, right quick. I been
19 hanging around Mr. Waters today and I got my alphabet
20 messed up.
21 KEN WATERS: He's using that new math
22 again.
23 TOMMY DUNN: My apologies. Item number
24 9(c) 2015-043 an ordinance authorizing the execution
25 and delivery of an amended and restated Special Source
26 Revenue Agreement by and between Anderson County, South
27 Carolina and 125 Hollow Properties, LLC, an affiliate
28 of Watson Engineering, Inc. Mr. Nelson.
29 BURRISS NELSON: Yes, sir, this is the same
30 project, same company and this is the new address and
31 the new building location that's being added to the
32 infrastructure credit agreement.
33 TOMMY DUNN: Have a motion?
34 TOM ALLEN: So moved.
35 KEN WATERS: Second.
36 TOMMY DUNN: Mr. Allen, second Mr.
37 Waters. All in favor of the motion show of hands. All
38 opposed like sign. Show the motion carries
39 unanimously.
40 Now, if it will please y'all two down yonder, can
41 we go on to Item number 10 now?
42 KEN WATERS: Just however you want to do
43 it, we're fine with it.
44 TOMMY DUNN: You say that now.
45 KEN WATERS: It's in the candy.
46 TOMMY DUNN: Item number 10, Report from
47 the Planning and Public Works Committee meeting of
48 October 27, 2015, Chairman Ms. Cindy Wilson. Ms.
49 Wilson.
50 CINDY WILSON: Thank you, Mr. Chairman.

1 Our committee met on the 27th of October at one in the
2 conference room. And the committee's composed of Mr.
3 Ken Waters and Mr. Mitchell Cole. The first item on
4 our agenda was an update on a review of sloping and
5 setbacks standards potential upgrades for our county's
6 development standards. Department head expected to
7 present this work was unable to attend our meeting due
8 to the passing of a close family member. Second item
9 was a report from our Development Standards department
10 head, Ms. Alesia Hunter, who provided a copy of an
11 October 12th letter from Mr. Hubert McClure, Chairman
12 of the Land Use Board of Appeals regarding the
13 disposition of an item heard by this board at its
14 October 8th meeting.

15 If y'all have not gotten a copy of this in your
16 cubicle, please let us know and we'll make sure you get
17 it. This situation involved a PD approved in 2006 with
18 specific requirements, including the brick cladding
19 required on the homes to be constructed in the Arbors
20 at Cobbs Glen. The board and staff interpret the
21 wording verbatim. The developer wanted to change the
22 wording and thus what was originally approved. The new
23 developer has thirty days to appeal. The county now
24 has in place a process and staff to review what is
25 permitted as compared to what is actually being
26 constructed. The committee then heard from our
27 planning department a review of chapter 8 Land Use of
28 the County's Comprehensive Land Use Plan. The
29 committee voted three to zero to approve this chapter
30 with some amendments as to an expanded menu of zoning
31 classifications for future use and a list of resources
32 for farmers and owners of agricultural land. This
33 chapter will go back to the Planning Commission before
34 it is sent back to County Council with the other
35 chapters for a complete plan for the Council's final
36 approval.

37 The final item was an update of the County's plan
38 for the Americans with a Disabilities Act as it relates
39 to public access. Our county attorney is reviewing the
40 proposed plan, which should come before us soon for a
41 final vote.

42 This concludes our report. Do my fellow committee
43 members have any comments or additions or do we have
44 staff who need to add anything? Otherwise, thank you
45 all for all the help in putting this together. We've
46 got more diligence and perseverance.

47 TOMMY DUNN: I got a question, Ms.
48 Wilson.

49 CINDY WILSON: Yes.

50 TOMMY DUNN: On the review of Chapter 8,

1 Land Use, going back to the Planning Commission. Is it
2 going back, like a chapter at a time or are you going
3 to wait and do the whole thing -- give it to them all
4 at one time? How are y'all doing that?

5 CINDY WILSON: The way Mr. Foreman has
6 recommended is that the Planning and Public Works
7 Committee takes a chapter or two or three chapters at a
8 time and we go through and make whatever adjustments,
9 updating it. And then it goes back to the Planning
10 Commission for their adoption. Then it will come back
11 to Council as a complete document.

12 TOMMY DUNN: I think it will be better,
13 work better that way and not give it to them -- they
14 can work on it a bit at a time. That's a good idea. I
15 was just curious. Thanks.

16 CINDY WILSON: Thank you.

17 TOMMY DUNN: Thank you. If we could, if
18 there's no objection, before we get into Item number
19 11, it might be a little bit lengthy. We've got
20 executive session, I think, on there. So, we're going
21 to take a short break, if that's -- don't hear no
22 objections to that. Y'all two got a problem with that
23 down there?

24 **(BREAK FROM 7:06 P.M. TO 7:17 P.M.)**

25 TOMMY DUNN: At this time we'll call the
26 Council meeting back into session.

27 Moving on to Item number 11, Report from the
28 Finance Committee, Chairman Francis Crowder. Mr.
29 Crowder.

30 FRANCIS CROWDER: Here I am. October 29th,
31 2015, two o'clock at the ???, and took up the items
32 that are contained within Council's agenda tonight.
33 You will notice Item 3 in your packet, there's a spread
34 sheet of two pages that consist of the recommendations
35 from the ATAX Advisory Committee to County Council.
36 Finance Committee did not take any action on that, but
37 referred -- brings them to you tonight for your study
38 and review.

39 One of the reasons that the Finance Committee did
40 not make any recommendations was there was an item
41 contained within the packet desiring a significant
42 amount of money for the roof of the museum. And once
43 it was determined that that money was not going to be
44 utilized for that purpose, I will paraphrase what Mr.
45 Glenn Brill stated in the meeting. The balance of the
46 money was, quote, thrown at many small projects. And
47 so, consequently, we would like to bring this back up
48 at the next Council meeting, giving Council members the
49 opportunity to look at what went on. Also, are there
50 any questions relative to that?

1 TOMMY DUNN: Thank you, Mr. Crowder. I'd
2 just like to add, would everybody take this and look at
3 this and study this. We need to make a decision next
4 Council meeting. Keep in mind, take money from
5 something or other, we've got x amount of dollars
6 that's got to be used. If you take money from
7 something, it's got to be placed somewhere or another.
8 That's what Mr. Crowder was talking about on the money
9 for the roof. And also, I've asked Ms. Davis to
10 clarify a couple of things, what that ATAX money could
11 be spent on on a couple of things. As soon as she gets
12 an answer on that, I'll make sure on what I asked all
13 the Council members to be aware of that, you get that.

14 But please -- and I would like to -- if Council
15 members would, study this and if you got any changes or
16 whatnot, how about talk to staff where they could sort
17 of put this thing in some kind of form for next Council
18 meeting. I'm just saying, if we get in here, make it
19 easier on everybody, get in here and start taking a
20 thousand dollars from this or that right here, you
21 know, we could be shot out of a calculator. And Mr.
22 Waters might take his shoes off and start counting to
23 keep up with this, this money. Might make it a little
24 bit easier, we could -- what we have to keep up with
25 and everything, if we got a little outline to start
26 with, if we could. Thank you, Mr. Crowder.

27 FRANCIS CROWDER: May I make one comment?

28 TOMMY DUNN: Let ---

29 FRANCIS CROWDER: Oh, I'm sorry.

30 TOMMY DUNN: Ms. Wilson.

31 FRANCIS CROWDER: Go ahead, Ms. Wilson.

32 CINDY WILSON: ??? that District 7's
33 representative was unable to attend this meeting,
34 having a new person in place. And there were two items
35 that appear to be underfunded or getting no funding and
36 that was a request from Pelzer and a request from Honea
37 Path. And I'll get that written up and ask y'all's
38 indulgence to see if something could be provided for
39 them. Thank you.

40 TOMMY DUNN: Thank you. Mr. Crowder.

41 FRANCIS CROWDER: Just one thought. If you
42 will notice, staff made a recommendation and in many
43 cases, the wishes of the Advisory Committee parallel
44 that of what staff recommended, which is a good thing,
45 because that means we're on the same wave length.
46 These advisory committees are very, very important. So
47 just for a thought process, one of the things I thought
48 was, that we look at the possibility of thinking about
49 the staff's recommendation and then have that free
50 amount of money that would then fill the hole and also

1 address the issue that you're looking at with Ms.
2 Davis. But that's just a thought.

3 TOMMY DUNN: Thanks.

4 FRANCIS CROWDER: All right. Moving on, to
5 the bid documents. Mr. Carroll's not here tonight, but
6 anyway, we have bids for the Dog Park. The Finance
7 Committee did not recommend, but we did say that we
8 would bring it to the full Council since they are
9 really the final decision making in all matters.
10 You'll notice that the low bid would have been to Moats
11 Construction. And if you'll look at the second page --
12 well, four of four -- you'll notice that they were
13 going to deduct some landscaping that would amount to
14 seven thousand seven hundred and six dollars. Meaning
15 that the dog park would cost less. And so, so it's
16 open for discussion tonight as to what Council wants to
17 do with the dog park.

18 TOMMY DUNN: Thank you, Mr. Crowder. If
19 I may, keep in mind, a fact, this money's coming from
20 money we get from the city. They've committed. We
21 have to -- they've agreed to pay -- to keep up with the
22 bond issue that the things. This is their part and it
23 comes through, and the city does have to, one
24 stipulation, agree how that money is being spent. But
25 in looking at the Civic Center -- and it can't be an
26 agreement for us, not to be used for day to day upkeep
27 of the Civic Center. But in looking at this and
28 hearing from the Finance Committee, I'd like to make a
29 motion that we ask staff to come back with at least
30 three more recommendations maybe that money could be
31 spent on and look at back and see what it would be. I
32 just, in talking or something, and maybe the dog park
33 would be the best thing to do. But I'd just like to
34 look at maybe two or three other options out there what
35 we might be, be better suited to use. Not saying that
36 ain't. I put that in the form of a motion.

37 FRANCIS CROWDER: I second it.

38 TOM ALLEN: Mr. Chair.

39 TOMMY DUNN: Make a motion and second.

40 Mr. Crowder and -- Mr. Allen.

41 TOM ALLEN: Yeah, I just wanted to note,
42 too, being on the Finance Committee when we talked
43 about this. I've been a -- probably one of the
44 strongest advocates for the animal protection, if you
45 will, helping to rewrite ordinances and so on. And
46 maybe I'd even be called an animal lover, I suppose.
47 But I had a little bit of trouble spending a hundred
48 thousand dollars on a place for the dogs to walk, you
49 know, to put up a fence and do a little bit of grading.
50 We've got walking trails over there. There are waste

1 stations over there where people can walk their dogs.
2 And those stations have plastic bags in them so that
3 the owners can clean up. And I would like to see that
4 maintained better and use this hundred thousand dollars
5 on something more effective right now over at the Civic
6 Center. So as you said, if they can come up with a
7 couple three more recommendations, I'd certainly like
8 to hear those. Thank you.

9 TOMMY DUNN: Thank you, Mr. Allen.
10 Anyone else? Mr. Crowder?

11 FRANCIS CROWDER: Well, we're very fortunate
12 to have the East-West Connector. And as you'll recall,
13 Council, we did approve the placement of poop bags,
14 trash cans and benches so that people who walk their
15 dogs or just probably like me, ran out of walking, so
16 we, in essence, have a walking trail. And I do see,
17 from time to time, if the weather is clear, people out
18 there walking their dogs. So I just put that in as a
19 comment.

20 TOMMY DUNN: Yes, sir.

21 FRANCIS CROWDER: All right. Moving on --

22 TOMMY DUNN: We got to vote on that
23 motion.

24 FRANCIS CROWDER: Oh, yeah.

25 TOMMY DUNN: Leon's fixing to hammer me
26 down. If we -- any more discussion? Hearing none, all
27 in favor of the motion show of hands. All opposed like
28 sign. Show the motion carries unanimously.

29 Now, Mr. Chairman.

30 FRANCIS CROWDER: All right, thank you, Mr.
31 Chairman. The bid 16-014 was for a new or used medium
32 duty diesel truck and you have noticed that the bid is
33 awarded to Christopher Trucking. And so Finance
34 Committee recommends to Council for their consideration
35 approval of purchasing the new truck or used truck from
36 Christopher Trucks in the amount of eighty thousand
37 nine hundred dollars.

38 TOMMY DUNN: Have a motion coming from
39 Finance Committee doesn't need a second. This will be
40 going to waste water management division. Is that
41 correct?

42 FRANCIS CROWDER: Yes, sir.

43 TOMMY DUNN: Any more discussion? All in
44 favor of the motion show of hands. All opposed like
45 sign. Show the motion carries unanimously.

46 Moving right along, Mr. Chairman.

47 FRANCIS CROWDER: Yes, sir. The next, we have
48 a fairly significant request -- well now -- yeah,
49 that's the one, where we want to pave four parking
50 lots. And other county routinely takes off and I think

1 these cover the parking lots such as down at the
2 McCants, Farmers Market and a couple other places. And
3 so the winning bid was from King Asphalt in the amount
4 of three hundred and twenty-seven dollars -- three
5 hundred twenty-seven thousand three hundred ninety-
6 three dollars and ninety-five cent. Finance Committee
7 makes a motion that this be approved.

8 TOMMY DUNN: Have a motion coming from
9 Finance Committee, again, doesn't need a second. Are
10 there any discussion? All in favor of the motion show
11 of hands. All opposed like sign. Show the motion
12 carries unanimously.

13 Moving right along.

14 FRANCIS CROWDER: Yes, sir. Well, you can
15 notice in your packet pictures actually of the Civic
16 Center parking, the health department parking, the
17 Anderson Farmers Market parking and the old McCants
18 school.

19 The next item, Chairman, is major acquisition
20 of traveling stock vehicles for the Sheriff's
21 Department. And the Finance Committee recommends that
22 we award the contract to Vic Bailey Ford in the amount
23 of one million four hundred fifty-nine thousand three
24 hundred and eighteen dollars.

25 TOMMY DUNN: Have a motion, again, coming
26 from Finance Committee doesn't need a second. Are
27 there any discussion? I just want to make the
28 statement, this is coming out of the Sheriff's capital.
29 Is that correct?

30 FRANCIS CROWDER: That's correct.

31 TOMMY DUNN: Yeah. Any more discussion?
32 All in favor show of hands. All opposed like sign.
33 Show the motion carries unanimously.

34 Moving right along.

35 FRANCIS CROWDER: All right. The next item on
36 the agenda is at the DP department -- IT Department
37 needs a new data storage and backup facility. The one
38 that they current have is very old architecture and
39 does not have all the bells and whistles that it really
40 needs. And as we know, government puts a lot of data
41 in and it supports a wide variety of activities. So
42 they went out on a bid and Finance Committee recommends
43 that we award the bid to NetApp Solutions -- well, Data
44 Network Solutions in the amount of one hundred fifty-
45 two thousand six hundred and sixty-three dollars and
46 seventy-three cents.

47 TOMMY DUNN: Coming from the Finance
48 Committee, again, doesn't need a second. This is going
49 to the IT Department?

50 FRANCIS CROWDER: IT Department.

1 TOMMY DUNN: That's been the problem,
2 then, okay. We need -- any more discussion? All in --
3 I'm just astonished. Moving on. All in favor of the
4 motion show of hands. All opposed like sign. Show the
5 motion carries unanimously.

6 Thank you, Mr. Chairman.

7 Moving on to Item number (c), capital.

8 FRANCIS CROWDER: Yes, sir, thank you,
9 Chairman. There's a request from the Sheriff's office
10 to transfer money out of uniforms into capital in the
11 amount of fourteen hundred and fifty dollars so that
12 they can purchase a Whelen light bar for the HAZMAT
13 department. Finance Committee recommends that for your
14 Council's consideration.

15 TOMMY DUNN: Have a motion, again, coming
16 from Finance Committee doesn't need a second. Are
17 there any discussion? All in favor of the motion show
18 of hands. All opposed like sign. Show the motion
19 carries unanimously.

20 Moving right along to Item number (c)2, Mr.
21 Chairman.

22 FRANCIS CROWDER: Yes, sir. The Finance
23 Committee reviewed the request from administration for
24 a live Christmas tree. And let me get to that page,
25 sir. I've lost that. There we go. You see a picture
26 of it. It's a pretty beautiful picture, and of course,
27 I'm a kid at heart. So the Finance Committee
28 recommended the purchase of a twenty-eight foot
29 Christmas tree with the large ball ornament package for
30 -- and a three D snow burst tree topper in the amount
31 of twenty-nine thousand seven hundred and eleven
32 dollars and seventy-five cents, which is significantly
33 less than the original proposal that we had previously.
34 And we do have copies of the warranty in it.

35 TOMMY DUNN: Coming from the Finance
36 Committee, it doesn't need a second. Is there any
37 discussion? I'd just like to -- I'd like to say I
38 appreciate all the hard work staff done on this and
39 all, but I still think -- for Council pleasure -- but I
40 still think, myself, I have a hard time talking to
41 community and paying thirty thousand dollars for a
42 Christmas tree. I know we need to -- I think it'd be
43 great to move the fountain over there and get it, and I
44 still think the most economical idea right now is the
45 -- trying to sell it to the public -- is a Christmas
46 tree like you put in your house. You know, put a tree
47 up -- I ain't talking about planting one. Putting a
48 tree over there and taking it down when the season's
49 over and either mulch it or make crappy bed out of it.
50 But I understand other people's ideas and wanting to do

1 something, but I always said, you got to have, I think
 2 the will of the peoples, sometimes you got to show
 3 leadership, but in talking the last time when it come
 4 up on the fifty thousand dollar one, I got more
 5 conversation on that Christmas tree than I have on a
 6 lot of other things; people talking about it. But it's
 7 neither here or there. Each got to vote his own
 8 conviction. I know on paper when you lay it out, talk
 9 about it'll last and the warranty and all this, and do
 10 good, but again, thirty thousand dollars is a pretty
 11 good thing. And the average person just can't, you
 12 know, wrap around it, what we -- economics time and
 13 having to work for our money. But that's enough said.
 14 So anymore discussion from anyone else?

15 TOM ALLEN: Yeah, Mr. Chair.

16 TOMMY DUNN: Mr. Allen?

17 TOM ALLEN: I had a quick question.
 18 What was the price, again, Mr. Crowder? The one we
 19 were looking at was a twenty-eight? Was it twenty-
 20 four?

21 TOMMY DUNN: I thought it was twenty-nine
 22 something. Thirty thousand dollars, I thought.

23 TOM ALLEN: With everything, maybe.

24 TOMMY DUNN: Yeah. I thought I heard him
 25 say twenty-nine counting everything.

26 TOM ALLEN: That's what I was looking
 27 at. It seemed like the tree was twenty-four ...

28 FRANCIS CROWDER: The tree was twenty-eight
 29 foot tree -- well, eighteen thousand nine oh five.
 30 Tree topper was twenty-five thousand two twenty-three
 31 seventy-eight.

32 TOM ALLEN: The total -- that's for
 33 everything.

34 FRANCIS CROWDER: That's right. I made a
 35 mistake. Thank you, sir.

36 TOM ALLEN: Yeah, because I'm really
 37 straddling the fence on this. I'm looking at this from
 38 the standpoint, you know, if you can keep the thing
 39 twelve or fifteen years, it would pay for itself. It
 40 would be all the ornaments, lights, and everything are
 41 there. It'd be a lot easier to put up. It is a chunk
 42 of money. And on the other hand, too, I don't know
 43 what you can get a live twenty-foot Christmas tree for
 44 and have it hauled in and what kind it would be and
 45 would it be something that could be easily decorated.
 46 A lot of trees, you know, the limbs are too flimsy.
 47 You can't really decorate them. So, I'm really
 48 straddle the fence. I don't know if anybody else has
 49 got any comments or not. But that's all I had, Mr.
 50 Chair.

1 FRANCIS CROWDER: Well, I -- may I?

2 TOMMY DUNN: Yes, sir.

3 FRANCIS CROWDER: Of course, you have a copy
4 of the letter, each Council member, I assume, from the
5 town of Pendleton, that said the person, Steve Miller,
6 said I saw the article about the Christmas tree. You
7 know that Pendleton spent twenty, twenty-five thousand
8 dollars for a tree over ten years ago. That was the
9 best money we could have spent. Not only are we having
10 to try and trim the tree every year or keep one alive
11 but it also saves us the cost of lights, it's easier to
12 install, decorate, looks good every year. Blah, blah,
13 blah, blah, blah. Well, anyway...

14 TOMMY DUNN: Anyone else? All in favor
15 of the motion show of hands. All opposed. Show the
16 motion carries with Mr. Crowder, Mr. Cole, Ms. Wilson
17 and Mr. Allen in favor. Opposed Mr. Dunn and Mr.
18 Waters.

19 Moving on. Mr. Chairman, moving on.

20 FRANCIS CROWDER: Yes, sir. All right. The
21 next item is, you will recall that we went out on a
22 request for quotation, well, qualifications, for
23 companies to come in and ---

24 TOMMY DUNN: Mr. Crowder, budget
25 transfers will be next.

26 FRANCIS CROWDER: Oh, my finger got too heavy.
27 I apologize. I'm the fast gun of the west tonight.
28 That's a joke. Anyway, there was a keypunch mistake
29 made by someone -- an elf, we'll call it -- is that
30 true? Okay. I don't mean that derogatory, I meant it
31 in the Spirit of Christmas; okay, that it should have
32 been seventy-five thousand, but it was fifteen thousand
33 dollars. And in order to get the money up to the
34 amount of money that is required to be able to pay the
35 bill, we -- they need to transfer from the contingency
36 fund sixty thousand dollars. Finance Committee
37 reviewed that and recommends it to Council for their
38 approval.

39 TOMMY DUNN: Have a motion coming from
40 Finance Committee, again, doesn't need a second. Any
41 discussion? All in favor of the motion show of hands.
42 All opposed like sign. Show the motion carries
43 unanimously.

44 Moving right along, now. Now we're on the Item
45 (e), EMS study.

46 FRANCIS CROWDER: Yes, sir. All right. We
47 have -- I've already told you what it's about. But
48 Fitch Company was selected to actually give us a price
49 quotation and they came back with a price quotation.
50 You will recall that we did, to some degree, outline

1 the scope of work that they were to accomplish. In
2 reviewing their original offer back to us, if you'll
3 look at your page one of two, at first they only had
4 items one through five. That was reviewed, and it did
5 not comply with the scope of work that we had asked
6 them to do. And so we reminded -- Mr. Burns reminded
7 them of that. And they added number six, because if
8 you stopped at number 5, all they would have to do is
9 decide that you need to make changes or consolidate
10 response zones. Whereas, in essence, we wanted that,
11 but we also wanted their input as to whether or not we
12 needed a new model or a new approach. Okay? So the
13 Finance Committee does recommend eighty thousand
14 dollars be transferred out of EMS to professional
15 services and two thousand nine hundred and sixty
16 dollars to be transferred out of capital purchases to
17 professional services to pay for the EMS study and to
18 award that contract to them.

19 TOMMY DUNN: Coming from Finance
20 Committee, again, doesn't need a second. Any
21 discussion? Mr. Allen?

22 TOM ALLEN: Yeah, I was just going to
23 say, when we talked about this, I know it seems like a
24 good bit of money, but the Emergency Services is an
25 extremely important aspect of what the county's
26 responsible for. And I think this will be a very good
27 overall view of where we stand with all the different
28 departments. Some of them do things a little bit
29 differently than others. Some are in dire straits when
30 it comes to finances. And we don't know for certain
31 what will come out of it, but the company that's going
32 to do this is a professional organization. They've
33 done these studies all over the country. They can give
34 us an idea of where we stand, what way we may need to
35 go with emergency services. And it may be a
36 combination of input from the current emergency
37 services. Maybe some input from AnMed, some input
38 from MedShore, plus what these guys come up with. But
39 overall this will give us a really good baseline going
40 into the future as to where our emergency services
41 stand and what routes we might be able to take so that
42 we will have the most efficient and effective service
43 possible. Thank you, Mr. Chair.

44 TOMMY DUNN: Thank you.

45 CINDY WILSON: May I, Mr. Chairman?

46 TOMMY DUNN: Yes, ma'am.

47 CINDY WILSON: This was a very
48 comprehensive effort to come up with an appropriate
49 baseline. I did want to request that maybe the
50 physician that the county engages for quality control,

1 or whatever they call that, might have some input once
2 they get into the study to make sure we have that part
3 of it better, you know, better addressed.

4 TOMMY DUNN: Yes, ma'am. They're going
5 to look at the whole shooting match. That's going to
6 be looked at. And I just want to add, everybody will
7 have -- still will be contacted; all the players, they
8 going to talk to all the EMS providers, they going to
9 talk to AnMed, they going to talk to the EMS
10 commission, talk to everybody; so everybody will be
11 involved and do a comprehensive.

12 This is, as Mr. Allen said, a good bit of money.
13 Some of this money will be coming from money we're
14 saving right now from the Williamston rescue squad EMS
15 being shut down. Other thing, this money be well worth
16 it if this will solve our problem for the next Council,
17 or the one after that, or after that; ain't got to come
18 back and revisit the EMS issue that we've had to keep
19 coming back to and revisit.

20 We had a meeting today and we was talking about the
21 health care industry and this is part of it. Has
22 evolved and is changing so much and it's going to get a
23 handle on this and what we need. The best thing what
24 we want to do is I think all of our goal is, safe to
25 say, the best quality service for the citizens of
26 Anderson County. And hopefully we can get a -- right
27 now we got, as I said before, dead spots in the county.
28 Hope we can come up with something that will be --
29 whatever we come up with or they come up with and
30 recommend and Council finally adopts, we will have a
31 blanket system that will cover all of our citizens in
32 Anderson County. Everybody, whether you live at the
33 north end, the south end, the east, west, will get the
34 same medical care and response time is what we'll get.

35 Mr. Burns, may I ask, too, before we vote on this,
36 if you would please make sure -- write a letter, or Mr.
37 Stoller knows, that EMS personally, our EMS appointed
38 commission, knows the action that this Council has
39 taken tonight. Any more discussion? All in favor of
40 the motion show of hands. All opposed like sign. Show
41 the motion carries unanimously. If it's all right with
42 you, Mr. Crowder, I'm going to -- I know this is coming
43 from the Finance Committee, but I'm going to make this
44 next motion, if that's all right.

45 FRANCIS CROWDER: Go right ahead, sir.

46 TOMMY DUNN: I move that the Council goes
47 into Executive session to discuss economical
48 development matter and a personnel matter involving
49 compensation for the County Administrator. Put that in
50 the form of a motion.

1 FRANCIS CROWDER: Second.

2 TOMMY DUNN: Second Mr. Crowder. Any
3 discussion? All in favor of the motion show of hands.
4 All opposed like sign. Show the motion carries.

5 If y'all will bear with us, we'll probably be in
6 there a few minutes. And we're going to be going back
7 here in the conference room, Administrator's conference
8 room.

9 **(EXECUTIVE SESSION FROM 7:43 P.M. TO 8:29 P.M.)**

10 FRANCIS CROWDER: Mr. Chairman.

11 TOMMY DUNN: Waiting on a couple more.

12 FRANCIS CROWDER: Oh, I'm sorry. I make a
13 motion ---

14 TOMMY DUNN: Wait a minute, we got one
15 playing hooky.

16 FRANCIS CROWDER: Oh, I'm sorry.

17 TOMMY DUNN: Still got one playing hooky.

18 FRANCIS CROWDER: Well, I apologize. Keep me
19 straight.

20 TOMMY DUNN: I thought the fire
21 department might have called you; you was on the way
22 home to put your house out.

23 At this time we're back in session and I will make
24 a motion we come out of executive session. We took no
25 action in executive session. Have a second?

26 CINDY WILSON: Second.

27 TOMMY DUNN: Second Ms. Wilson. All in
28 favor of the motion show of hands. All opposed like
29 sign. Show the motion carries unanimously.

30 Chairman Crowder.

31 FRANCIS CROWDER: Thank you, Chairman. I move
32 to direct the County Administrator to negotiate a
33 purchase agreement for a tract of land known as the
34 Thrift property for development of a county industrial
35 park, the Gateway site on Clemson Boulevard, for
36 approval by County Council and to have a reimbursement
37 resolution prepared for consideration by Anderson
38 County Council.

39 TOMMY DUNN: Have that in the form of a
40 motion. We have a second?

41 KEN WATERS: Second.

42 TOMMY DUNN: Mr. Allen. Any discussion?
43 Hearing none, all in favor of the motion show of hands.
44 All opposed like sign. Show the motion carries
45 unanimously. Mr. Crowder.

46 FRANCIS CROWDER: Mr. Chairman, I move to
47 increase the salary of the County Administrator to the
48 mid point of the grade level which is -- do I say --
49 which is one hundred and thirty-six thousand five
50 hundred and thirty-nine dollars.

1 TOMMY DUNN: Have a motion Mr. Crowder
2 and second Ms. Wilson. Any discussion? I do want to
3 say, make a comment on this, make it perfectly clear.
4 When Mr. Burns first come on board of Anderson County,
5 he was brought on -- word I'm looking for ---

6 MITCHELL COLE: Interim.

7 TOMMY DUNN: Interim -- thank you, Mr.
8 Cole -- interim administrator. And he's worked at that
9 salary throughout the time, even after we hired him
10 over a year ago full time. Hasn't had pay raises when
11 some others was given. He's justified, I think very
12 well earned this pay raise. Like I said, it's mid
13 grade compared and you look at compare to what other
14 administrators make and even right here in our own
15 town, around the city. Very justified and doable and
16 has it. We have been -- and I want to point out that
17 in no way, shape or form, did Mr. Burns solicit or ask
18 for this. This come from the Council, because he's
19 that kind of guy and humble and hasn't had one from the
20 time that he's been here. I know I'm one and I think I
21 can speak for the entire Council, appreciate his job
22 and his duty, because I can vouch Mr. Burns does not
23 work five days a week. He works seven days a week for
24 this county. He breathes it, sleeps it, Anderson
25 County got the citizens best at his heart. I've seen
26 him at Bass Masters when it was what, Mr. Waters,
27 single digits temperatures in February. Let him go out
28 and meet citizens, complaints, never ?? nobody, and
29 smooths things out. And take calls and go out and do
30 things on Saturdays, weekends, when there's storms,
31 flooding, he's at the Central Command, what you call
32 it, on Bleckley Street. Always around. And we're very
33 fortunate to have somebody that's very outgoing.

34 Wasn't fortunate enough to be born here in God's
35 country, in Anderson County, but he did move here, his
36 choice, so that's very good. And has took to it and
37 got a good kind spirit for the citizens of Anderson
38 County. And what he and his staff and Mr. Burriss
39 Nelson have done for Anderson County in the economic
40 development field is unparalleled to none.

41 And I just want to say one other thing while we're
42 talking about this and I want Mr. Burns or Mr. Nelson
43 to step up and correct me on this, because I want this
44 to get out very much. In the short period of time the
45 average salaries of the citizens of Anderson County
46 workers has risen how much? What period of time?

47 BURRISS NELSON: Five years ????

48 TOMMY DUNN: In only -- in less than five
49 years has raised almost two dollars and fifty cents an
50 hour. That is great in that short period of time and

1 working very hard and very diligent to do this. So
2 hopefully we can move this forward. Mr. Waters?
3 KEN WATERS: Just in case somebody didn't
4 get those numbers, would you say those again?
5 BURRISS NELSON: Yes, sir. 2009 ????
6 KEN WATERS: Would that be touching on
7 history or anything for Anderson County?
8 BURRISS NELSON: ???
9 KEN WATERS: I just wondered. You know,
10 that's pretty big deal, I would say then; wouldn't you?
11 Thank you, sir.
12 TOMMY DUNN: Big thing is that's putting
13 real money out in the economy for Anderson County.
14 That's buying power. What that does when you go out
15 here. Mr. Crowder.
16 FRANCIS CROWDER: Well, I would equally like
17 to thank Mr. Burns and his staff for working with us in
18 such a great way. It's always good to have someone
19 around you that is challenging. And I mean that in a
20 very positive way. And is professional and has an
21 insight and also has connections to make things happen.
22 That's important. You can know everything and do
23 everything and what have you, but if you don't have the
24 network to get stuff done, it don't get -- it don't
25 happen. And so I think we're very, very fortunate to
26 have Mr. Burns and you, too, Mr. Nelson. And so I'm
27 very thankful for you and I hope we can continue to
28 have this same kind of relationship. Okay?
29 TOMMY DUNN: Anyone else? I think that's
30 ---
31 RUSTY BURNS: Mr. Chairman, can I say one
32 thing?
33 TOMMY DUNN: Well, your head's filled up
34 big enough now, but I'll bring you back down in the
35 morning when I give you a call about ---
36 RUSTY BURNS: I figured you would. I
37 didn't worry about that, but I just wanted to say I'm
38 very humbled and I'm very appreciative and thank y'all
39 very much. Thank you.
40 TOMMY DUNN: Yes, sir. Now, hearing no
41 more, we'll vote on the motion. All in favor show of
42 hands. All opposed like sign. Show the motion carries
43 unanimously. Does that conclude your report from the
44 Finance Committee?
45 FRANCIS CROWDER: Chairman, I think I've done
46 my dastardly deeds. Thank you, sir.
47 TOMMY DUNN: Thank the Finance Committee
48 for all their hard work and guidance from Mr. Crowder
49 as Chairman.
50 Moving right along now to Item number 12, requests

1 by Council members. We're going to start, Mr. Waters.
2 We'll wake him up down there.
3 KEN WATERS: Yeah, I have one request for
4 the Genealogy Society. I'd like to appropriate three
5 hundred dollars to that. And I'll bring that in the
6 form of a motion.
7 TOMMY DUNN: From your rec account.
8 KEN WATERS: From the rec account.
9 TOMMY DUNN: District 6's rec account.
10 So puts that in the form of a motion. Mr. Allen
11 seconds it. Any discussion? All in favor of the
12 motion show of hands. All opposed like sign. Show the
13 motion carries unanimously. Mr. Allen?
14 TOM ALLEN: Yeah, I have two of them I'd
15 like to do. From my recreation account, I'd like to
16 take three hundred dollars for the Genealogical
17 Society. And also a thousand dollars for the Humane
18 Society. I put that in the form of a motion.
19 TOMMY DUNN: And is that for the --
20 Humane Society, is that for the Fur Ball thing?
21 TOM ALLEN: Fur Ball. Yeah.
22 TOMMY DUNN: Okay. Ms. Wilson seconds
23 that. Any further discussion? All in favor of the
24 motion show of hands. All opposed like sign. Show the
25 motion carries unanimously. Mr. Cole?
26 MITCHELL COLE: Mr. Chairman, from District
27 3, I'd like to do the same thing; three hundred for the
28 Genealogical --
29 TOMMY DUNN: And I can't help you out. I
30 wish I could. And how much for the Humane Society?
31 MITCHELL COLE: Three hundred.
32 TOMMY DUNN: Three. Three hundred for
33 each one. We have a second?
34 CINDY WILSON: Second.
35 TOMMY DUNN: Second Ms. Wilson. Any
36 further discussion? Hearing none, all in favor of the
37 motion show of hands. Thank you. Mr. Crowder?
38 FRANCIS CROWDER: Mr. Chairman, I'd like to do
39 three. I'd like to do three hundred dollars to the
40 Genealogical Society and three hundred dollars to the
41 Humane Society and five hundred dollars to be
42 transferred to the ---
43 RUSTY BURNS: Eight hundred, Mr. Crowder.
44 FRANCIS CROWDER: Eight hundred?
45 RUSTY BURNS: For the advertisement?
46 FRANCIS CROWDER: Eight hundred dollars. Wow.
47 RUSTY BURNS: Yes, sir.
48 FRANCIS CROWDER: Eight hundred dollars to the
49 appropriate account to finish up the advertising for
50 the Farmers Market. And I encourage, if you haven't

1 gone to the Farmers Market, it's probably only got a
2 couple more weeks, but they really, really, really got
3 some good stuff out there. So ...

4 TOMMY DUNN: Thank you, Mr. Crowder.
5 Have a second by Ms. Wilson. Any further discussion?
6 All in favor of the motion show of hands. All opposed
7 like sign. Show the motion carries unanimously. You
8 got anything else?

9 FRANCIS CROWDER: No, I was voting for my own.

10 TOMMY DUNN: Okay. Ms. Wilson.

11 CINDY WILSON: Thank you, Mr. Chairman.
12 District 7 would like to appropriate from the District
13 7 rec account three hundred dollars to the Anderson
14 County Chapter of the South Carolina Genealogical
15 Society and three hundred dollars to the Anderson
16 County Humane Society. And I put that in the form of a
17 motion.

18 TOMMY DUNN: Have a motion. Have a
19 second Mr. Cole. Any further discussion? Hearing
20 none, all in favor of the motion show of hands.
21 District 5's rec account would like to put five hundred
22 dollars to the Humane Society and three hundred dollars
23 to the gener -- what they said. Have a -- thought I
24 had it there for half a second. Ms. Wilson seconds it.
25 Any further discussion? Hearing none, all in favor of
26 the motion show of hands. All opposed like sign. Show
27 the motion carries unanimously. Thank y'all.

28 Moving on Administrator's report. Number 13.

29 RUSTY BURNS: Nothing at this time, Mr.
30 Chairman.

31 TOMMY DUNN: Thank you. Moving on to
32 Item number 14, Citizens Comments.

33 LEON HARMON: Mr. Chairman, no one has
34 signed up tonight.

35 TOMMY DUNN: Thank you.

36 Moving on to Item number 15, Remarks from Council
37 members. Ms. Wilson.

38 CINDY WILSON: Thank you, Mr. Chairman. I
39 have to concede that the amount of money that we had to
40 vote on tonight was enough to choke a horse. But I
41 believe that with the efforts of everyone discussing
42 and all the research, I feel assured now that the
43 county's -- the county taxpayers' funds will be put to
44 good use and will have a really good return on the
45 investment.

46 I do want to thank our county staff for the
47 extraordinary measures and efforts they took last night
48 in the Pelzer area. There was fear of the Pelzer dam
49 being breeched and flooding and an entrance into a
50 subdivision in Williamston. I understood that there

1 were people out there all night long waiting and
2 watching. And I don't think we can put a price or a
3 value on that kind of service to the people in this
4 county. So I just want to say thank you.

5 TOMMY DUNN: Second that. Mr. Crowder.

6 FRANCIS CROWDER: Well, I would like to thank
7 my fellow colleagues for indulging me tonight. Maybe
8 I'm still in the Halloween spirit, pumpkins and candy.
9 But I would like to say I think Council tonight has
10 done a great piece of work -- a great piece of work --
11 on behalf of the future generations of Anderson County.
12 That's important.

13 TOMMY DUNN: Yes, sir.

14 FRANCIS CROWDER: Generations. And secondly,
15 I think that we should let it be known that the intent
16 that the purchase of the industrial park will not
17 require a tax increase. That we can get that out right
18 now so that we won't have people saying, well, my tax
19 bill's going to go up. Cause the intent of the
20 presentations were that financial resources were --
21 would be intact to be able to purchase the land and do
22 the improvements without any tax increase. That's all
23 I have to say.

24 TOMMY DUNN: Thank you, Mr. Crowder. Mr.
25 Cole?

26 MITCHELL COLE: Mr. Chairman, fellow Council
27 persons, and Mr. Burns, I do want to thank you for
28 being a part of this fine group. I think we're headed
29 in the right direction for Anderson County and I do
30 appreciate how each of you -- how we've worked well
31 together for betterment of the county. Thank you.

32 TOMMY DUNN: Thank you, Mr. Cole. Mr.
33 Allen?

34 TOM ALLEN: Yeah, I'd like to also kind
35 of echo what Ms. Wilson said about the monies tonight.
36 And thank Mr. Crowder. I know he did a lot of work on
37 this; has been wanting this industrial park to get
38 moving for some time. And also to Ms. Davis for the
39 financial advice that we had. And I agree; this is
40 going to be a great investment for Anderson County and
41 something we really need to do.

42 I'd also just like to comment on this past weekend.
43 We had here in Anderson County over at the Civic Center
44 the Bluegrass Fest. It was a Bluegrass festival, three
45 days. It was a great festival and they hope to bring
46 it back next year and I hope that any and everybody
47 gets to go to that. They had some awesome talent there
48 including Bluegrass bands from as far away as Italy.
49 And we had people that I talked to over there from
50 Charleston; Buffalo, New York; Alabama. They had come

1 in from all over the country for this and it was a
2 really nice event. So just wanted to put that plug in.
3 Thank you.

4 TOMMY DUNN: Thank you, Mr. Allen. Mr.
5 Waters.

6 KEN WATERS: It's Genealogy Society.
7 Just to ---

8 TOM ALLEN: Just call it family history
9 society, Tommy.

10 KEN WATERS: I couldn't help it. I had
11 to do that.

12 TOMMY DUNN: Who woke you up?

13 KEN WATERS: Just found out -- I don't
14 know if anybody knows -- but Clemson is ranked number 1
15 in the college football thing. Now, I'm with the coach
16 on this one. You haven't won a game until after it's
17 over. But anyway, it's just nice to see that. I
18 believe it was what, about 1980 something when this
19 happened last time, so anyway. That's pretty good
20 news.

21 And just have to follow up with some of the
22 comments made here. This group works very well
23 together. We disagree and we're respectful about it.
24 We don't always agree on stuff and we're detailed with
25 why we don't agree and even when we do, when we finish
26 if we still disagree, we're respectful to each other
27 and that's saying a lot. We've come a long way.

28 TOM ALLEN: We take it outside to the
29 parking lot.

30 KEN WATERS: That's right. We take it
31 out to the parking lot. But in saying that, a lot of
32 good things have happened to Anderson County. We've
33 come a long way and I'm very proud to be a part of
34 this. It's something that when you look back the
35 majority of the time, a lot of us have the same
36 qualities; we get our nose to the ground and we work.
37 And every once in a while we forget to stop and look
38 back at the good results that have happened. And as
39 Mr. Crowder said tonight, we work very hard and
40 tonight's been one of those nights to look back at the
41 results that have been accomplished with this Council.
42 And as Mr. Burns said, I'm humble in saying that
43 because a lot of good stuff has happened and there's a
44 lot of good stuff going to happen in the future.

45 One of the things, if you notice on our fee in lieu
46 ofs, those are thirty year agreements. That's very
47 good because I have three kids that I would really like
48 for them to work for about thirty years so they can pay
49 my social security. You know, we may need a little
50 help with the federal taking a look at some of the

1 issues there, because I would like to retire. But
2 anyway, just the comments that everyone's made. It's a
3 pleasure working with everybody here because we do get
4 along very well. And it's nice to have somebody if you
5 disagree that they show you some good points because
6 everybody's not always right and when we talk about it
7 -- except Mr. Dunn, I'm sorry, I didn't mean to say
8 that -- and we have a good time at what we do. I mean
9 what you see up here is what happens all the time and
10 I'm happy to be a part of that. Thank you, Mr.
11 Chairman.

12 TOMMY DUNN: Thank you, Mr. Waters. I'd
13 just like to say I regret I was remiss last Council
14 meeting. I meant to thank a very important group and I
15 forgot to. I had it wrote down and in a hurry, but I
16 want to thank all the county employees and staff that
17 went all over the state and especially down around
18 Columbia during the flooding. They done outstanding
19 work and they was well thought of. And I tell you, our
20 emergency preparedness team and that thing is well
21 thought of throughout the state and thought of in the
22 job they done. And a lot of high remarks. Angie
23 Stringer and all has done an outstanding job down
24 there. Hopefully, they won't have to do it again. And
25 I know that last night, as Ms. Wilson said, they was at
26 it again here on the locally front doing things. And
27 it does good to see the dedications and the well
28 trained and dedicated employees we got here in Anderson
29 County.

30 I want to touch -- I said a few years ago, when
31 First Quality was coming to Anderson it was going to be
32 a game changer. I think this, tonight, is the next big
33 game changer for Anderson County; it's going to be.
34 we've got a lot of good things on the horizon. I'm
35 excited about the economic development and the future
36 of Anderson County, about it. And it's done, not no
37 one person or two persons; it's a team effort. Had a
38 meeting today talking to some folks and it truly is a
39 team effort. We're very fortunate to have the
40 delegation that we have, the school systems that we
41 have and all five school districts and they're working
42 together now for the first time, probably ever. And
43 it's great. Our technical college, Anderson
44 University, like I said, Clemson, and our citizens and
45 our workforce. That's what it's all about. And that's
46 what makes us and gets us here. So really excited
47 about it, and a game changer.

48 Very proud to be a part of this Council that I've
49 been part of for these few years and working as
50 everybody said here tonight to be able to work together

1 and we don't always agree, as Mr. Waters said. But we
2 get along and we move on to the next project and get up
3 on it. And I'm very happy about that and very
4 fortunate to have such a -- keep in mind, we all, I
5 really honestly say, think we all in it to do what's
6 best for the citizens of Anderson County and try to do
7 it and I'm very thankful. Thankful for my fellow
8 Council members for being here tonight and doing what
9 you done tonight and studying it and getting this down.
10 Because I really do believe this is a game changer.

11 I also think the EMS vote tonight on the
12 consultant's going to come in, in years to come, going
13 to look back and I think that's going to be a part of
14 the game changer, too, to improve our system and our
15 quality of life here in the county in our health
16 things. And I want everybody to know that everybody
17 will take part in this. It's not out to punish, it's
18 out to get our best system that we can get for our
19 citizens and to do it because we are in a changing
20 evolving complex world now in the health industries.
21 So we can get that.

22 But we got more work to do, more things coming,
23 want to keep it up. Keep things. We've got problems
24 ahead of us, as we all know some things coming up we
25 have to deal with, but if we'll stick together as a
26 team we can do it.

27 And I also want to mention, you know, we was
28 talking about county employees and praise them also,
29 we're very fortunate here to have good legal counsel.
30 Mr. Harmon, appreciate the job you do for us. And I
31 tell you, when you walk into a meeting or a room and
32 Mr. Harmon comes in with you, it just -- the people --
33 his name's out there, people know him, people know the
34 law firm he works for, and he's very well respected and
35 we're very fortunate to have him. And he has served
36 Anderson County well and he is an Anderson County
37 person and his heart too is in this right thing.

38 When we talk about our team, as somebody said
39 tonight, I think it was Ms. Davis, talking about what
40 Mr. Harmon and one of his fellow attorneys done working
41 to make sure the language was right in something or
42 other, he really took this, makes sure it's right and
43 guides us and we're very fortunate to have this team
44 we've got in Anderson County right now. I hope we keep
45 the -- as I said -- couple of meetings ago, you know,
46 keep this momentum, we need to keep it moving and
47 moving forward, because if you're not moving you're
48 going backwards. And I think this will be an eyeopener
49 for the counties around us and our people hearing
50 tonight what we've seen and what we've done to lay the

1 groundwork to attract some more very attractive jobs
2 for the county. Because I think we should not rest
3 until we get everybody that wants a good paying job in
4 the county get one and get them trained up.

5 Again, want to thank everybody and meeting will be
6 adjourned.

7
8

(MEETING ADJOURNED AT 8:52 P.M.)

ORDINANCE NO. 2015-032

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

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

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

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

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

DONE in meeting duly assembled this ____ day of _____, 2015.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, Anderson County Council

Attest:

By: _____
Clerk to Anderson County Council

First Reading: October 20, 2015
Second Reading: November 3, 2015
Third Reading: _____, 2015
Public Hearing: _____, 2015

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

PROJECT ORANGE

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 2015, _____, 2015 and _____, 2015, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: _____, 2015

ORDINANCE NO. 2015-034

AN ORDINANCE TO AUTHORIZE AND ACCEPT THE TRANSFER OF AUTHORITY TO CONDUCT MUNICIPAL ELECTIONS SCHEDULED FOR NOVEMBER OF ODD NUMBERED YEARS FOR THE CITY OF BELTON TO THE ANDERSON COUNTY REGISTRATION AND ELECTIONS BOARD; AND MATTERS RELATED THERETO.

WHEREAS, Section 5-15-145 of the South Carolina Code of Laws, as amended, authorizes municipalities to transfer authority for conducting municipal elections to the County Elections Board and, further, authorizes County Elections Boards to conduct municipal elections;

WHEREAS, the aforementioned state law requires, as a condition to the transfer of authority, that the governing bodies of both the municipality and the County must agree to the terms of the transfer and event ordinances embodying those terms, state what authority is being transferred, and accepting the authority being transferred;

WHEREAS, the City of Belton enacted Ordinance No. 525 dated September 29, 2015, in which the City of Belton transferred authority to the Anderson County Registration and Elections Board and its staff to conduct the City of Belton's municipal elections scheduled for November of odd numbered years;

WHEREAS, the City of Belton enacted Ordinance No. 526 dated September 29, 2015, in which the City of Belton extended the terms of office of its Mayor and City Council in order to accommodate the aforementioned transfer of authority; and

WHEREAS, the Anderson County Registration and Elections Board and its staff have recommended the aforementioned transfer of authority and Anderson County wishes to accept the transfer of authority.

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

1. Pursuant to the authority vested in Anderson County and Anderson County Council by Section 5-15-145 of the South Carolina Code of Laws, as amended, Anderson County Council hereby accepts the authority for the Anderson County Registration and Elections Board and its staff to conduct the City of Belton municipal elections scheduled for November of odd numbered years and further authorizes the Anderson County Registration and Elections Board and its staff to conduct such elections on behalf of the City of Belton pursuant to the terms and conditions set forth herein.

2. It is specifically agreed to by and between the City of Belton and Anderson County, their respective election Boards and staffs, that this transfer and acceptance of authority to conduct the City of Belton municipal elections scheduled for November of odd numbered years will be at no cost to the County and with no responsibility or liability to the Anderson County Registration and Elections Board. All Board responsibilities, including, but not limited to, proofing of elections material and submission for the purchase of elections material will be the responsibility of the City of Belton Municipal Election Board. The Anderson County Registration and Election staff will serve as staff only to the City of Belton Municipal Elections Board. All responsibility for public relations, media notice and media contact will be that of the City of Belton Municipal Election Board. The Anderson County Registration and Elections Board staff will answer to and report to the City of Belton Municipal Elections Board for purposes of conducting the City of Belton municipal elections scheduled for November of odd numbered years, pursuant to this transfer and acceptance of authority.

3. The specific terms, conditions and provisions of the municipal elections to be conducted by the Anderson County Registration and Elections staff are more fully set forth in Attachment A entitled Requirements for Conducting Municipal Elections, the provisions of which is attached hereto and incorporated herein verbatim. All terms, conditions, and provisions of that attachment are specifically adopted as part of this Ordinance and are part of the agreement between the City of Belton and Anderson County for transfer of such authority and the actual terms for conducting said elections.

4. The City of Belton has traditionally used paper ballots for municipal elections. Anderson County traditionally uses the South Carolina state adopted electronic voting system known as iVotronics for conducting Anderson County elections. The agreed upon method for conducting the municipal elections contemplated herein shall be the electronic voting machine known as iVotronics. As with all other aspects of this transfer and acceptance of authority, all costs of the method of balloting will be the sole responsibility of the City of Belton.

5. The Anderson County Administrator, the Anderson County Registration and Elections staff and the Anderson County Registration and Elections Board are directed to undertake all procedures necessary to effect the purposes and directives of this Ordinance, including undertaking whatever provisions are necessary to ensure adequate accounting and transfer of funds necessary to conduct said elections by and between the City of Belton, Anderson County, and the City and County staff.

6. All Ordinances or parts of Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency or conflict. All state laws and County Ordinances that are not inconsistent herewith shall remain in full force and effect, and shall be applicable to all future elections.

7. This transfer and acceptance of authority will remain in effect indefinitely and will affect City of Belton elections in November of odd numbered years until canceled or revoked by subsequent Ordinance duly enacted by the City of Belton or Anderson County.

8. This Ordinance shall become effective upon approval by Anderson County Council on Third Reading.

ORDAINED in meeting, duly assembled, this 17th day of November, 2015.

ATTEST:

FOR ANDERSON COUNTY

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Kimberly A. Poulin
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading: October 20, 2015
Second Reading: November 3, 2015
Third Reading: November 17, 2015
Public Hearing: November 17, 2015

**ORDINANCE
2015-036**

AN ORDINANCE TO PROVIDE FOR THE CREATION OF THE FARM SPECIAL TAX DISTRICT; TO ESTABLISH THE NATURE OF SERVICES TO BE PERFORMED THEREIN; TO DESIGNATE THE UNIFORM SERVICE CHARGE IN THE FARM SUBDIVISION SPECIAL TAX DISTRICT; TO PROVIDE FOR THE OPERATION OF THE FARM SUBDIVISION SPECIAL TAX DISTRICT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through the Anderson County Council (the "Council"), is authorized pursuant to the provisions of Title 4, Chapter 9, entitled "County Government," Code of Laws of South Carolina, 1976, as amended (the "Code"), to assess property and levy ad valorem property tax and uniform service charges, including the power to tax different areas at different rates related to the nature and level of governmental services provided; and,

WHEREAS, the Council, pursuant to Section 4-9-30(5)(a)(ii), of the Code (the "Act"), may, upon certification of a petition signed by seventy-five percent (75%) or more of the resident freeholders who own at least seventy-five percent (75%) of the assessed valuation of real property in a given area of the County, pass an ordinance establishing a special tax district for the area in question. For the purposes of the Act, "freeholder" has the same meaning as defined in Section 5-3-240 of the Code, which defines freeholder as; any person eighteen (18) years of age, or older, and any firm or corporation, who or which owns legal title to a present possessory interest in real estate equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests) and who owns, at the date of the petition or of the referendum, at least an undivided one-tenth interest in a single tract and whose name appears on the County tax records as an owner of real estate; and,

WHEREAS, the resident freeholders of The Farm Subdivision, representing at least seventy-five percent (75%) of the resident freeholders and owning at least seventy-five percent (75%) of the total assessed valuation of real property, have properly submitted a petition containing a designation of the boundaries of a proposed special tax district, description of the nature of the services to be rendered, and the maximum level of taxes or user service charges, or both, authorized to be levied and collected, to the Council, requesting the Council pass an ordinance establishing a special tax district. A copy of said petition is attached hereto as **Exhibit A**, and hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, the aforementioned petition has been reviewed by the Anderson County Assessor, who found that it complies with the requirements of the Act. The petition contains eleven (11) signatures, and represents Two hundred twenty thousand six hundred and fifty Dollars (\$220,650) of total assessed value. The Assessor has certified that the requisite number of signatures representing the requisite amount of assessed value has been established through a review of the ownership records of the proposed special tax district. A copy of the Assessor's certification is attached hereto as **Exhibit B**, and hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, Anderson County, acting by and through the Council, desires to create The Farm Special Tax District, establish the nature of services to be performed, designate the uniform service charge in The Farm Special Tax District and provide for the operation of The Farm Special Tax District:

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

1. Anderson County Council, acting pursuant to the power and authority conferred upon it by the constitution and laws of the State of South Carolina, hereby creates and acknowledges a special tax district, known as The Farm Special Tax District, consisting of all of those thirteen (13) parcels of real property located within The Farm Subdivision as the The Farm Special Tax District, more specifically consisting of all thirteen (13) parcels fronting on or touching Harvester Row (P-02-0126F) and Farm Terrace Court (P-02-0126G), and being more particularly described by Anderson County TMS numbers: 163-05-01-003 through 163-05-01-015 (inclusive). A copy of a map of the proposed The Farm Special Tax District, detailing all parcels to be included, is attached hereto as **Exhibit C**, and hereby incorporated by reference as fully as if set forth verbatim herein.
2. The creation of The Farm Special Tax District is specifically for the purpose of repairing and upgrading, to the standards of the Anderson County road system, two (2) roads in the The Farm Subdivision (the "Subdivision Roads") for the specific purpose of having Anderson County accept the Subdivision Roads into the Anderson County road system. The Subdivision Roads are more particularly described as: Harvester Row (P-02-0126F), measuring approximately five hundred twenty six feet (526') from the edge of Pelzer Highway (SC 8) to the edge Farm Terrace Court (P-02-0126G); Farm Terrace Court (P-02-0126G), measuring approximately eight hundred forty eight feet (848') from end of cul-de-sac to end of cul-de-sac.
3. Anderson County Council hereby acknowledges that the services to be rendered for the purpose of upgrading and repairing of the Subdivision Roads are more particularly described as:
 - 1) Mobilization (Approximately 1 lump sum)
 - 2) Traffic Control (Approximately 1 lump sum)
 - 3) Mill Existing Pavement (Variable) (Approximately 2,600 square yards)
 - 4) 4" Full Depth Patching (Approximately 900 square yards)
 - 5) Clean and Seal Cracks in Asphalt (Approximately 4,000 square yards)
 - 6) Install Preventative Maintenance Thin Surface Overlay (Approximately 4,000 square yards)
 - 7) Lower and Replace Catch Basin lid (1 each)
 - 8) Repair Catch Basin Throat (1 each)
 - 9) Install Concrete Flume (1 each)

Once the Subdivision Roads are accepted into the County road system, the County will provide the same level of services on them as it does for other similar County roads.

4. The Farm Special Tax District shall, pursuant to Section 4-9-30(5)(b) of the Code, function entirely as an administrative division of Anderson County.
5. The cost of finishing of services of The Farm Special Tax District shall be paid from the collection of a uniform schedule of fees, without interest, upon all parcels of real property within The Farm Special Tax District, collected annually, for a period not to exceed ten (10) years.
6. The maximum level of user service charges authorized to be levied and collected in The Farm Special Tax District represent the actual costs of the above described work,

currently estimated to be in the amount of Seventy Six Thousand Dollars (\$76,000.00). Although the Seventy Six Thousand Dollars (\$76,000.00) is an estimate, if the amount is a complete and accurate estimate, the per lot cost, based on the thirteen (13) parcels located in The Farm Subdivision included in the proposed special tax district, would be approximately Five Thousand Eight Hundred Forty Six and 15/100 Dollars (\$5,846.15), and because the repayment period authorized by the County without interest is ten (10) years, the annual uniform user service charge, per affected parcel, will be approximately Five Hundred Eighty Four and 62/100 Dollars (\$584.62). The exact amount of the service charge per parcel, will be certified by the Anderson County Roads and Bridges Director to the Anderson County Auditor, based upon the actual amounts of the construction costs as outlined herein, to be placed on the respective Anderson County tax bills for the affected parcels, beginning fall 2016 tax bills, to be collected with and in the same manner as all other taxes and user service charges. The user service charges are a charge against and run with the parcels of real property located in The Farm Special Tax District, as set forth herein.

7. Should any term, provision, or content of this ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this ordinance, all of which is hereby deemed separable.
8. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.
9. This Ordinance shall become effective and be in full force and effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting. Duly assembled, this 17th day of November 2015.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
County Administrator

Tommy Dunn, Chairman
Anderson County Council

Kimberly Poulin
Clerk to Council

APPROVED AS TO FORM:

First Reading: October 20, 2015
Second Reading: November 3, 2015
Third Reading: November 17, 2015
Public Hearing: November 17, 2015

Leon Harmon
County Attorney

ORDINANCE NO. 2015-037

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE INFRASTRUCTURE FINANCING AGREEMENT ON BEHALF OF TETRAMER TECHNOLOGIES, LLC AND SOUTH MECHANIC STREET PROPERTIES, LLC (THE "COMPANIES") SO AS TO ACCURATELY REFLECT THE INTENTION OF THE PARTIES REGARDING THE ECONOMIC INCENTIVES FOR THE PROJECT (FORMERLY KNOWN AS PROJECT CHOCO).

WHEREAS, the Anderson County Council enacted Ordinance No. 2014-017 on June 3, 2014, entitled AN ORDINANCE AUTHORIZING AN INFRASTRUCTURE FINANCING AGREEMENT ON BEHALF OF TETRAMER TECHNOLOGIES, LLC AND SOUTH MECHANIC STREET PROPERTIES, LLC (THE "COMPANIES"); AND THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH GREENVILLE COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN ANDERSON COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQ., AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH GREENVILLE COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXES TO THE COUNTIES AND RELEVANT TAXING ENTITIES; TO PROVIDE THAT JOB TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR BUSINESS LOCATING IN SAID PARK; AND TO PERMIT A USER FEE IN LIEU OF *AD VALOREM* TAXACTION WITHIN SAID PARK; AND OTHER MATTERS RELATING TO THE FOREGOING;

WHEREAS, Ordinance No. 2014-017 approved the execution and delivery of an Infrastructure Financing Agreement to incorporate the terms of the incentives offered to

Tetramer Technologies, LLC and South Mechanic Street Properties, LLC (the "Companies") by the County, which the County intended, and still intends, to apply to all property of the Companies from the first year in which such property was placed in service for County property tax purposes; and

WHEREAS, the Anderson County Council desires to amend the Infrastructure Financing Agreement to more accurately reflect such intentions of the parties regarding the economic incentives offered by the County to the Companies.

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

1. The Infrastructure Financing Agreement, Section 3.02(a) is amended to read substantially as follows (in the event of any conflict, the actual terms of the Infrastructure Financing Agreement shall control): Commencing with the first Fee Payment by the Companies due (without penalty by January 15, 2015) with respect to all Project property following the property tax year (2013) in which Project property is initially placed in service, and continuing for up to nine (9) consecutive annual Fee Payments thereafter (for a potential total of up to ten (10) annual Fee Payments), the County shall hereby provide an Infrastructure Credit of up to ninety-nine percent (99%) of the Net Fee Payments made by the Companies on behalf of the Project and adjacent parcels of real property presently owned by the Companies in the Park, pursuant to the Park Agreement, regardless of the tax classification of the real and/or personal property provided, however, that it is not already receiving either the manufacturing abatement under Section 12-37-220 of the Code, an existing infrastructure credit, or a negotiated FILOT arrangement under Section 4-29-67, Section 4-12-10, et. seq. or Section 12-44-10, et.seq. South Carolina Code, 1976, as amended, for such property, 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 Companies on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credit received by the Companies, (2) the Company shall not claim total or partial abatement of ad valorem property taxes as to any property for which an Infrastructure Credit is given, and (3) once the Companies have realized and received the Infrastructure Credit for a total of ten (10) consecutive annual fee payments or the Companies have received a combined cumulative total of \$165,000 in credits hereunder, whichever event occurs sooner, the Infrastructure Credit provided hereunder shall end. THIS AGREEMENT AND THE CREDIT 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 THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

2. All other sections of the Infrastructure Financing Agreement not revised or affected hereby, directly or by implication, remain unchanged.

3. Ordinance No. 2014-017 is hereby amended to the extent that Section 2 of Ordinance No. 2014-017 incorporates the amended Section 3.02(a) into the Infrastructure Financing Agreement which was, itself, incorporated by reference into Ordinance No. 2014-017.

4. All other provisions of Ordinance No. 2014-017 remain unchanged.
5. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
6. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
7. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

Done in meeting duly assembled this 17th day of November, 2015.

ATTEST:

FOR ANDERSON COUNTY

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Kimberly A. Poulin
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading: October 20, 2015
Second Reading: November 3, 2015
Third Reading: November 17, 2015
Public Hearing: November 17, 2015

FIRST AMENDMENT TO THAT CERTAIN INFRASTRUCTURE FINANCING AGREEMENT, DATED JUNE 3, 2014, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND TETRAMER TECHNOLOGIES, LLC AND SOUTH MECHANIC STREET PROPERTIES, LLC (THE "INFRASTRUCTURE FINANCING AGREEMENT")

THIS FIRST AMENDMENT TO THE INFRASTRUCTURE FINANCING AGREEMENT ("FIRST AMENDMENT"), dated as of November 17th, 2015 between Anderson County, South Carolina, a body politic and corporate, and Tetramer Technologies, LLC and South Mechanic Street Properties, LLC, limited liability companies authorized to do business in South Carolina (the "Companies").

WITNESSETH:

WHEREAS, Anderson County, acting by and through its County Council, and the Companies entered into the Infrastructure Financing Agreement on June 3, 2014; and

WHEREAS, Anderson County and the Companies desire to amend the Infrastructure Financing Agreement to more accurately reflect the intentions of the parties regarding the economic incentives offered by the County to the Companies"), which the County intended, and still intends, to apply to all property of the Companies from the first year in which such property was placed in service for County property tax purposes (2013);.

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

1. Section 3.02(a) of the Infrastructure Financing Agreement is hereby amended to read as follows:

Commencing with the first Fee Payment by the Companies due (without penalty by January 15, 2015) with respect to Project property following the property tax year in which Project property is initially placed in service (2013), and continuing for up to nine (9)

consecutive annual Fee Payments thereafter (for a potential total of up to ten (10) annual Fee Payments), the County shall hereby provide an Infrastructure Credit of up to ninety-nine percent (99%) of the Net Fee Payments made by the Companies on behalf of the Project and adjacent parcels of real property presently owned by the Companies in the Park, pursuant to the Park Agreement, regardless of the tax classification of the real and/or personal property provided, however, that it is not already receiving either the manufacturing abatement under Section 12-37-220 of the Code, an existing infrastructure credit, or a negotiated FILOT arrangement under Section 4-29-67, Section 4-12-10, et. seq. or Section 12-44-10, et.seq. South Carolina Code, 1976, as amended, for such property, 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 Companies on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credit received by the Companies, (2) the Company shall not claim total or partial abatement of ad valorem property taxes as to any property for which an Infrastructure Credit is given, and (3) once the Companies have realized and received the Infrastructure Credit for a total of ten (10) consecutive annual fee payments or the Companies have received a combined cumulative total of \$165,000 in credits hereunder, whichever event occurs sooner, the Infrastructure Credit provided hereunder shall end. THIS AGREEMENT AND THE CREDIT 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 THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY

LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

2. All other provisions of the Infrastructure Financing Agreement not changed or affected hereby, directly or by implication, remain unchanged.

IN WITNESS WHEREOF, Anderson County, South Carolina has caused this First Amendment to be executed by the Chairman of its County Council and the County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the Companies have caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

Anderson County, South Carolina

By: _____
Tommy Dunn, Chairman
Anderson County Council

(SEAL)

ATTEST:

By: _____
Kimberly A. Poulin
Clerk to County Council

By: _____
Rusty Burns
Anderson County Administrator

Tetramer Technologies, LLC

By: _____

Its: _____

South Mechanic Street Properties, LLC

By: _____

Its: _____

ORDINANCE NO. 2015-035

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

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

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

WHEREAS, in connection with certain incentives being offered by Greenville County to Tower Automotive Operations USA I, LLC and Stone Mountain Industrial Park, Inc., it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

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

DONE in meeting duly assembled this ____ day of _____, 2015.

ATTEST:

ANDERSON COUNTY, SOUTH CAROLINA

Rusty Burns
County Administrator

Tommy Dunn, Chairman
County Council

Kimberly A. Poulin
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading: November 3, 2015
Second Reading: November 17, 2015
Third Reading: _____, 2015
Public Hearing: November 17, 2015

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

All that tract or parcel of land lying and being in Greenville County, South Carolina and being more particularly described as follows:

Beginning at a 1/2" rebar found along the western right-of-way of Southchase Boulevard being the southeast corner of property now or formerly owned by BIC Consumer Products Manufacturing Co., Inc., TM# 335-01-4.17 (Deed Book 1890 at Page 434); thence with said right-of-way of Southchase Boulevard the following calls: with a curve turning to the left with an arc length of 302.04', with a radius of 479.38', with a chord bearing of S 19°41'05" E, with a chord length of 297.07' to a point; thence S 37°21'18" E a distance of 237.52' to a 1/2" rebar found; thence with a curve turning to the right with an arc length of 376.13', with a radius of 829.44', with a chord bearing of S 24°35'13" E with a chord length of 372.91' to a 1/2" rebar with cap found; thence S 11°44'42" E a distance of 243.73' to a 1/2" rebar with cap found along the center of a 128' power right-of-way; thence leaving said right-of-way running along the center of said power right-of-way S 69°33'40" W a distance of 1,477.81' to a 1/2" rebar found; thence leaving said right-of-way N 08°41'53" E a distance of 104.69' to a 1/2" rebar found; thence S 73°07'48" W a distance of 149.03' to a 1/2" rebar found; thence N 09°17'43" W a distance of 389.26' to a 1/2" rebar with cap found; thence N 12°13'30" E a distance of 18.53' to a point; thence N 84°34'10" W a distance of 134.21' to a 1/2" rebar found; thence N 08°52'33" W a distance of 161.09' to a 1/2" rebar with cap found; thence N 81°04'24" E a distance of 51.84' to a 1/2" rebar with cap found; thence S 43°08'59" E a distance of 172.81' to a 1/2" rebar with cap found; thence S 78°46'56" E a distance of 64.42' to a 1/2" rebar found; thence N 11°23'17" E a distance of 1,033.41' to a 1/2" rebar found; thence N 78°05'50" W a distance of 87.91' to a 1" open top found; thence N 00°07'27" E a distance of 197.37' to a 1/2" rebar with cap found; thence S 79°37'36" E a distance of 944.41' to a 1/2" rebar found, said pin being The Point of Beginning.

Said Parcel having an area of 1,769,732.65 square feet/40.63 acres, as shown on that certain ALTA/ACSM Land Title Survey prepared for White Horse Acquisitions I, LLC, by MSP & Associates Land Surveying, Inc., and bearing the seal and certification of Michael S. Purdue, PLS #18266, dated May 7, 2013, and thereafter on a plat of the subject property for Stone Mountain Industrial Park, Inc. by the same surveyor MSP & Associates Land Surveying, Inc. (Michael S. Purdue, PLS #18266) dated April 8, 2014.

FOR INFORMATIONAL PURPOSES ONLY:

This being the same property conveyed by Deed from Blue Creek Capital, LLC, a South Carolina limited liability company to TDI-Southchase, LLC, a Georgia limited liability company dated July 30, 2013 and recorded August 1, 2013, in Deed Book 2428 at Page 5490 in the Office of the Register of Deeds for Greenville County, South Carolina.

Tax Map No.: 0335-00.01.004-01

Property Address: 40.63 Acres, Southchase Boulevard, Simpsonville, SC 29681

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 2015, _____, 2015 and _____, 2015, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: _____, 2015

ORDINANCE NO. 2015-042

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, WATSON ENGINEERING, INC., AS SPONSOR, AND 1350 SHILOH PROPERTIES, LLC, AS SPONSOR AFFILIATE; 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 South Carolina 1976, as amended (the "Code"), and particularly Title 12, Chapter 44 thereof (referred to as the "FILOT Act") to designate real and tangible personal property as "economic development property" and to enter into an arrangement which provides for payment in lieu of taxes ("FILOT Payments") for a project qualifying under the FILOT Act for the industrial and economic development of the State of South Carolina (the "State") for the purpose of inducing new manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and

WHEREAS, pursuant to the FILOT Act, Watson Engineering, Inc. ("Watson") and the County entered into that certain Fee in Lieu of Tax Agreement, dated as of May 2, 2012 (as amended, the "Original Agreement"); and

WHEREAS, the County and Watson desire to amend the Original Agreement to add 1350 Shiloh Properties, LLC as a Company Affiliate and 1340 Shiloh Church Road as a part of the site of the Project, and to make certain other changes, as set forth in greater detail in the Amended and Restated Agreement referenced below.

NOW, THEREFORE, BE IT ORDAINED by the Anderson County Council, in a meeting duly assembled, that the Project (as defined in the Amended and Restated Agreement) has resulted in a substantial public benefit and that the Amended and Restated Agreement, in substantially the form attached hereto as Exhibit A, with such changes as the Anderson County Chairman or County Attorney shall approve, the County Chairman's execution of a definitive Amended and Restated Agreement to be conclusive evidence of such approval, is hereby approved.

ADOPTED this day of , 2015.

FOR ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

By: _____
Kimberly A. Poulin
Clerk of County Council

Approved as to form:

By: _____
Leon Harmon, County Attorney
Anderson County, South Carolina

First Reading: November 03, 2015
Second Reading: November 17, 2015
Public Hearing: November 17, 2015
Third Reading:

EXHIBIT A

AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

WATSON ENGINEERING, INC. and 1350 SHILOH PROPERTIES, LLC

Dated as of _____, 2015

AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT

THIS AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT, executed as of _____, 2015, but effective as of May 2, 2012, between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), **WATSON ENGINEERING, INC.**, a Michigan Corporation (the "Company"), and **1350 SHILOH PROPERTIES, LLC**, a Michigan limited liability company (the "1350 Affiliate").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "FILOT Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic 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; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a "FILOT"); and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the County and the Company entered into that certain Fee in Lieu of Tax Agreement dated as of May 2, 2012 (the "Original Agreement"), whereby the County agreed to accept certain payments in lieu of *ad valorem* taxes with respect to (i) Company's expansion of a manufacturing facility (the "Expansion") on a 15.579 acre site at 1350 Shiloh Church Road (the "1350 Shiloh Site") in the County owned by the 1350 Shiloh Affiliate and leased to the Company and (ii) the Company's conduct of additional operations (the "Additional Operations") at a new 5.98 acre site owned by the 125 Hollow Properties, LLC (the "125 Hollow Affiliate") at 100 Hurricane Creek Road (the "100 Hurricane Creek Site") in the County and leased to the Company; and

WHEREAS, subsequent to the execution of the Original Agreement and completion of the investment necessary to house the Additional Operations at the 100 Hurricane Creek Site (the "100 Hurricane Creek Investment"), the 1350 Shiloh Affiliate acquired an approximately 3.34 acre site at 1340 Shiloh Church Road ([portion of] TMS #216-00-11-015) (the "1340 Shiloh Site") in the County and leased the 1340 Shiloh Site to the Company; and

WHEREAS, the Company decided in the interest of efficiency to house the Expansion and Additional Operations at the 1340 Shiloh Site and the 1350 Shiloh Site; and

WHEREAS, because the Company no longer needed the 100 Hurricane Creek Site, the Company subleased the 100 Hurricane Creek Site to its customer Mainstay Fuel Technologies, LLC (“Mainstay”) for its office, manufacturing and warehousing activities; and

WHEREAS, (a) pursuant to Section 1.01 of the Original Agreement, under the definition of “Site”, Exhibit A to the Agreement may be supplemented from time to time to add real property to the Site, (b) pursuant to Section 1.01 of the Original Agreement, under the definition of “Company Affiliate”, any affiliate of the Company which would qualify as a sponsor affiliate within the meaning of that term as defined and used in Section 12-44-30(2) of the South Carolina Code of Laws (the “Code”) may be considered a Company Affiliate under the Original Agreement if approved by the County as an affiliate and if such Company Affiliate agrees to be bound by the Original Agreement as to any investment made by such Company Affiliate to be subject to FILOT Payments (as that term is defined in the Original Agreement) thereunder, and (c) pursuant Section 12.09 of the Agreement and Title 12, Chapter 44 (the “Act”) of the Code of Laws of South Carolina 1976, as amended, the County and the Company may, from time to time, amend the Original Agreement; and

WHEREAS, the Company has asked the County to agree to modify the Original Agreement to add the 1340 Shiloh Site to the Site and to add the 1350 Shiloh Affiliate as a Company Affiliate, and to otherwise clarify that any investments by the 1350 Shiloh Affiliate or the Company in the 1340 Shiloh Site are a part of the Project (as that term is defined in the Agreement); and

WHEREAS, because the overall investment and new Full-Time Jobs created by the Company (individually or collectively with the 125 Hollow Affiliate, the 1350 Shiloh Affiliate and Mainstay) will equal or exceed what was required in the Original Agreement, the County has agreed to such modifications; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interest of the County to enter into this Amended and Restated Agreement with the Controlled Group subject to the terms and conditions herein set forth.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company and the 1350 Shiloh Affiliate hereby agree that the Original Agreement is amended and restated in its entirety to read 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.

"100 Hurricane Creek Investment" shall mean those certain existing real property improvements located on the 100 Hurricane Creek Site which the 125 Hollow Affiliate has acquired from Wilson, Inc. and, to the extent placed in service by the 125 Hollow Affiliate during the Investment Period, additional new real property improvements, now or hereafter located on the 100 Hurricane Site.

"Administration Expenses" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Agreement.

"Agreement" shall mean this Amended and Restated Fee in Lieu of Tax Agreement as originally executed and from time to time supplemented or amended as permitted herein.

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

"Company" shall mean Watson Engineering, Inc., a Michigan corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under section 8.02 or Article IX hereof; or any assignee hereunder which is designated by the Company and approved or ratified by the County. Except as required by law, the County's subsequent approval or ratification of an assignee hereunder shall not be required if the subsequent Assignee is a member of the Controlled Group.

"Company Affiliate" shall mean any affiliate of the Company which would qualify as a sponsor affiliate within the meaning of that term as defined and used in Section 12-44-30(20) of the Code; provided, however, that prior to being considered a Company Affiliate hereunder, such sponsor affiliate must be specifically approved by the County as an affiliate and must agree in writing to be bound by this Agreement as to any investment by such affiliate to be subject to FILOT Payments hereunder. The 1350 Shiloh Affiliate is a Company Affiliate. The 125 Hollow Affiliate is not a Company Affiliate.

"Company Commitments" shall mean the investment and employment commitments with respect to the Project, the 100 Hurricane Creek Site, and the 100 Hurricane Creek Investment, as set forth in Section 4.01 of this Agreement.

"Controlled Group" shall mean the Company and all Company Affiliates.

"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.

"Economic Development Property" shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Code.

"Equipment" shall mean all machinery, equipment, furnishings, and other personal property acquired by the Controlled Group and placed in service on the Site 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 proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including without limitation property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of the Original Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) land, excluding existing improvements on the land, on which the Project is or is to be located; (b) property acquired or constructed by the Company or members of the Controlled Group during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (c) modifications which constitute an expansion of Existing Property.

"FILOT" shall mean the fee in lieu of taxes which the Company or any other member of the Controlled Group, as the case may be, is obligated to pay to the County pursuant to Section 5.01 hereof.

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

"FILOT Payments" shall mean the payments to be made by the Company or any other member of the Controlled Group, as the case maybe, pursuant to Section 5.01 hereof.

"FILOT Revenues" shall mean the revenues received by the County from the Company's payment of the FILOT or the payment of any other member of the Controlled Group, as the case may be.

"Full-Time Job" shall mean a job requiring a minimum of forty (40) hours of an employee's time per week for the entire normal year of the Company's operation. For the purposes of this definition, two Half-Time Jobs are considered one Full-Time Job and three Third-Time Jobs are considered one Full-Time Job.

"Half-Time Job" shall mean a job requiring a minimum of twenty (20) hours of an employee's time per week for the entire normal year of the Company's operation.

"Investment Period" shall mean the period beginning with the first day that the Controlled Group purchased or purchases Economic Development Property, which day shall be no earlier than January 1, 2012, and ending on the date that is five (5) years from the end of the property tax year in which Economic Development Property comprising the Project is initially placed in service, unless extended by agreement of the County and the Company pursuant to Section 12-44-30(13) of the Code.

"Multi-County Park" shall mean the multi-county industrial/business park established pursuant to a qualifying agreement with Clarendon County, dated July 18, 1994, as amended (the "Multi-County Park Agreement") and any other multi-county industrial/business park which includes the Project and which is designated by the County as such pursuant to any such agreement which supercedes or replaces the initial Multi-County Park Agreement.

"Multi-County Park Act" shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

"Negotiated FILOT Payment" shall mean the FILOT due from the Company or any other member of the Controlled Group, as the case may be, pursuant to Section 5.01(b)(ii) hereof with respect to its respective portion of the Project consisting of Economic Development Property.

"Non-Qualifying Property" shall mean that portion of the Project consisting of: (i) property as to which the Company or any members of the Controlled Group incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

"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: the real property which constitutes the 1340 Shiloh Site and the buildings and other improvements on the Site to the extent placed thereon by the Company or any member of the Controlled Group including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings located on the Site which are necessary, suitable, or useful, including the Equipment, but excluding the 100 Hurricane Creek Investment; and any Replacement Property; provided, however, except as to the Replacement Property, the term Project shall be defined to include such property only to the extent placed in service during the Investment Period.

"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, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

"Replacement Property" shall mean all property installed in or on the Site in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(f) hereof and Section 12-44-60 of the Code.

"Site" shall mean the real estate upon which the Project is to be located, as described in *Exhibit A* attached hereto, as *Exhibit A* may be supplemented from time to time in accordance with the provisions hereof, including as of the original execution and delivery of this Agreement, the 1350 Shiloh Site and the 1340 Shiloh Site as such terms are defined in the recitals hereof.

"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.

"Third-Time Job" shall mean a job requiring a minimum of fifteen (15) hours of an employee's time per week for the entire normal year of the Company's operation.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.02. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

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 FILOT Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County, based on representations of the Company, has determined that the Project will subserve the purposes of the FILOT Act, and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) By proper action of 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) The Site is located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Site will continuously be included within the boundaries of the Multi-County Park or another multi-county park in order that the incentives set forth herein and any tax benefits afforded by the laws of the State for job creation at the Project during the Investment Period for projects located within multi-county industrial parks will be available to the Company and the other members of the Controlled Group.

(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 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.

Section 2.02. Representations and Warranties by the Controlled Group. The Controlled Group makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation validly existing and in good standing under the laws of the State of Michigan and authorized to do business in the State; the 1350 Shiloh Affiliate is a limited liability company organized and in good standing under the laws of the State of Michigan and authorized to do business in the State; the Controlled Group 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 agreements with the County with respect to the FILOT have been instrumental in inducing the Controlled Group to locate the Project within Anderson County and the State.

(c) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company or any other member of the Controlled Group are pending or threatened against or affecting the Company or any other member of the Controlled Group 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.

(d) The Company and the other members of the Controlled Group shall invest at least Five Million and no/100 Dollars (\$5,000,000) in the Project within the Investment Period

and, by that same date, cause the 125 Hollow Affiliate to invest the difference between the investment by the Company and the other members of the Controlled Group and Five Million Seven Hundred Thirty Thousand and no/100 Dollars (\$5,730,000) in the 100 Hurricane Creek Site and 100 Hurricane Creek Investment within the Investment Period and create at least eighty-five (85) new, Full-Time Jobs at the Site of the Project within the period beginning on January 1, 2012 and ending at the end of the 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 or any other member of the Controlled Group, as the case may be, in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the portion of the Project qualifying as Economic Development Property until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. The Controlled Group acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to the Project, including without limitation, 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.

Section 3.03. Execution of Lease. The parties acknowledge that the intent of this Agreement is to afford the Company and the other members of the Controlled Group the benefits of the Negotiated FILOT Payments in consideration of the Controlled Group's decision to locate the Project within Anderson County and that this Agreement has been entered into in reliance upon the enactment of the FILOT Act. In the event that a court of competent jurisdiction holds that the FILOT Act is unconstitutional or that this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then the County, upon the provision by the Company and the other members of the Controlled Group of evidence acceptable to the County in its sole discretion that the Project is free from environmental contamination and the conveyance of title to the Project to the County, all at the sole expense of the Company and the other members of the Controlled Group, agrees to lease the Project to the Company and the other members of the Controlled Group pursuant to the Streamlined FILOT Act upon terms and provisions mutually agreeable to the County and the Controlled Group to include, without limitation, comprehensive environmental indemnification in favor of the County and, to the extent permitted under the law in effect at such time, use its best efforts to ensure that the Company and the other members of the Controlled Group receives the benefits of the Negotiated FILOT as contemplated by this Agreement.

ARTICLE IV

INVESTMENT IN PROJECT, 100 HURRICANE CREEK SITE AND 100 HURRICANE CREEK INVESTMENT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Company Commitments. The Company agrees, individually or together with other members of the Controlled Group, to invest at least Five Million and no/100 Dollars (\$5,000,000) in the Project within the Investment Period and, by that same date, cause the 125 Hollow Affiliate to invest the difference between the investment by the Company and the other members of the Controlled Group and Five Million Seven Hundred Thirty Thousand and no/100 Dollars (\$5,730,000) in the 100 Hurricane Creek Site and 100 Hurricane Creek Investment within the Investment Period and to create at least eighty-five (85) new, Full-Time Jobs at the Site of the Project within the period beginning on January 1, 2012 and ending at the end of the Investment Period. For purposes of determining the number of new Full-Time Jobs, it is agreed that the base number of full time employees employed by the Company has been determined as of December 31, 2011 in order to establish a base from which to calculate the number of new, Full-Time Jobs to measure satisfaction of the job creation requirements set forth in this Agreement. Such base employee number is eighty-two (82).

Section 4.02. Reporting and Filing. (a) The Company provided the County with a copy of Form PT-443 filed with the Department of Revenue with respect to the Project and this Agreement not later than 30 days after execution and delivery of the Original Agreement. The Company will provide the County with a copy of an amended Form PT-443 filed with the Department of Revenue not later than 30 days after execution and delivery of this Agreement. The Company and the other members of the Controlled Group agree to file a copy of each Form PT-300 (and all schedules attached thereto) filed with respect to the Project, the 100 Hurricane Creek Site and the 100 Hurricane Creek Investment with the Anderson County Auditor within 30 days of filing the original with the Department of Revenue. Additionally, on or before the March 31st immediately following the end of the Investment Period, and on or before each March 31st following the end of each property tax year thereafter during the Term of this Agreement, the Company and the other members of the Controlled Group will provide a written annual certification to the County and accompanying documentation, in form and substance reasonably agreeable to the County and the Company and the other members of the Controlled Group, reflecting the number of new Full-Time Jobs created and/or maintained at the Project as of the end of such property tax year and, in the event that the filing of a Form PT-300 or similar form is no longer required by the Department of Revenue, reflecting investment in the Project, the 100 Hurricane Creek Site and the 100 Hurricane Creek Investment.

(b) The Company and the other members of the Controlled Group agree 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, the number of employees employed at the Project,

and its computations of all FILOT Payments made hereunder and as will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) Notwithstanding any other provision of this Section, the Company or any other member of the Controlled Group may designate, by clear written designation, conspicuously marked, with respect to any Filings delivered to the County segments thereof that the Company or such other member of the Controlled Group believes contain proprietary, confidential, or trade secret matters. To the maximum extent permitted by law, the County shall conform with all written reasonable requests made by the Company or other member of the Controlled Group with respect to maintaining the confidentiality of such designated segments. If the County receives a request for information under Title 30, Chapter 4 of the Code, the County shall provide reasonable notice to the Company or other member of the Controlled Group (as applicable) of the request and, subject to the time constraints imposed by such law, use good faith efforts to give the Company or other member of the Controlled Group the opportunity to designate those portions of the Project, which the Company or other member of the Controlled Group believes to be confidential or proprietary. Except to the extent required by law, the County shall not knowingly release information which has been designated as confidential or proprietary by the Company or any other member of the Controlled Group.

Section 4.03. Modification of Project.

(a) As long as no Event of Default exists hereunder, the Company or any other member of the Controlled Group 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 or any other member of the Controlled Group may, at its own expense, add to the Project any real and personal property as the Company or such other member of the Controlled Group 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 or any other member of the Controlled Group 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.

(iii) The Company or any other member of the Controlled Group may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT set forth in this Agreement, and thereafter such property will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

(b) [Intentionally Left Blank].

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the FILOT Act, the parties hereby agree that, during the Term of the Agreement, the Company and any other member of the Controlled Group shall pay annually with respect to the Project a FILOT in the amount calculated as set forth in this Section, on or before the date, 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 Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property were it taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

(ii) with respect to those portions of the Project consisting of Economic Development Property, for each of 30 consecutive property tax years beginning with the year in which such portion of the Project is placed in service, a payment calculated each property tax year as set forth in paragraphs (c) and (d) below (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on (1) the fair market value of such Economic Development Property (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) (less, for any such Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate of the lesser of the cumulative property tax millage rate levied by, or on behalf of, all taxing entities within which the Project is located on either (1) June thirtieth of 2011 (i.e., 291.8 mills) or (2) June thirtieth of 2012 (with the parties anticipating that June thirtieth of 2011 will be the lowest) the for the entire term of this Agreement, and (3) an assessment ratio of six percent (subject to adjustment as set forth in this Agreement). 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 exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any other member of the Controlled Group disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments in the event the Company or any other member of the Controlled Group adds property (other than Replacement Property, subject to the provisions of Section 5.01(e) below and Section 12-44-60 of the Code) to the Project; or

(iii) to adjust such payments if the Company or any other member of the Controlled Group elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(a)(iii).

(e) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Controlled Group to the County in lieu of taxes, it is agreed that said FILOT Payments shall not as to any year be in any amount greater than what would otherwise be payable by the Company or any other member of the Controlled Group to the County in property taxes if the Controlled Group had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(f) Upon installation of any Replacement Property for any portion of the Economic Development Property removed under Section 4.03 hereof and sold, scrapped, or disposed of, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the 30-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis and the Negotiated FILOT Payment

shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(g) In the event that the FILOT Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Controlled Group and the County express their intentions that such payments be reformed so as to afford the Company and the other members of the Controlled Group benefits commensurate with those included under this Agreement as then permitted by law, including without limitation the benefits afforded under the Streamlined FILOT Act or Title 4, Chapter 29 of the Code and, specifically, that the Company and other members of the Controlled Group may, at the Controlled Group's expense and subject to compliance by the Company with the matters contained in Section 2.01 of the Inducement and Millage Rate Agreement, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the FILOT Act in whole or in part, the Controlled Group and the County agree that the Company and other members of the Controlled Group shall pay an alternate fee in lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Company and other members of the Controlled Group shall be entitled (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and other members of the Controlled Group were obligated to pay *ad valorem* taxes, or the FILOT equivalent hereunder.

(h) In the event that at least 80% of the Company Commitments are not satisfied (i.e. in the event the Company, any other members of the Controlled Group and the 125 Hollow Affiliate fail to collectively invest \$4,584,000 or in the event the Company fails to create at least 68 new Full-Time Jobs) by the end of the Investment Period, or, in the event that the Company and the other members of the Controlled Group fail to each invest \$2,500,000, or in the alternative collectively invest \$5,000,000 by the end of the Investment Period (the "Statutory Requirement") the Negotiated FILOT Payments will revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the Project absent this Agreement taking into account exemptions and/or abatements from property taxes that would have been available to the Company or any other member of the Controlled Group, as the case may be, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code, less the total amount of Negotiated FILOT Payments actually made by the Company or any other member of the Controlled Group, as the case may be. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable to the County from the Company on behalf of itself and any other member of the Controlled Group with respect to the portion of the Economic Development Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D)

of the Code (a "Deficiency Payment"). Additionally, in such event, the County shall have the rights set forth in Section 5.02(c) hereof.

(i) In the event that at least 80% of the Company Commitments but less than 100% of the Company Commitments are satisfied by the end of the Investment Period and the Statutory Requirement is met, the assessment ratio for the Negotiated FILOT Payments shall be proportionately increased retroactively and prospectively such that the Negotiated FILOT Payments made by the Company and the other members of the Controlled Group, as applicable, shall be increased in proportion to the percentage of the Company Commitments not met, with equal weighting being given to each of the investment requirement and the job requirement. For example, if 90% of the investment requirement were met and 85% of the job requirement were met, it would be considered that 87.5% of the Company Commitments were met and 12.5% of the Company Commitments were not met. In such a case, the increase in the assessment ratio for purposes of the Negotiated FILOT Payments would be 12.5% of the amount by which the assessment ratio was reduced from what it would ordinarily be in the absence of this Agreement – that is 12.5% of 4.5% or an increase of .5625% for a final assessment ratio of 6.5625%. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable to the County from the Company or any other member of the Controlled Group, as the case may be, with respect to the portion of the Economic Development Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as Negotiated FILOT Payments with the new assessment ratio, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code.

(j) Any amounts due to the County under this Section 5.01 by virtue of the retroactive application of Section 5.01(g)-(i) hereof shall be paid within 30 days following written notice thereof from the County to the Company.

Section 5.02. Special Source Revenue Credit. (a) Pursuant to Section 12-44-70 of the Code and the Multi-County Park Act, the County agrees to provide the hereinafter described Special Source Credits to reimburse the Company and the other members of the Controlled Group for a portion of the cost of designing, acquiring, constructing, improving, or expanding (a) the infrastructure serving the County or the Project or (b) for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise ("Reimbursable Expenditures"). The Company and the other members of the Controlled Group shall receive an annual credit (the "Special Source Credit"), over ten years equal to 40% in years 1-5 and 35% in years 6-10 of the amount of its Negotiated FILOT Payments (or what would have been Negotiated FILOT Payments but for failure to meet the Statutory Requirement), provided that at no time shall the cumulative amount of such credits received exceed the amount of investment by the Company and the other members of the Controlled Group in Reimbursable Expenditures.

(b) To the extent the Special Source Credits are used as reimbursement for personal property subject to the Negotiated FILOT (or what would have been Negotiated FILOT but for failure to meet the Statutory Requirement), including machinery and equipment, and the personal property is removed from the Project pursuant to Section 4.03 at any time during the life of the Negotiated FILOT (or what would have been the Negotiated FILOT but for failure to meet the Statutory Requirement) thereof, the amount of the fee in lieu of taxes due on such personal property for the year in which such personal property was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any payment amounts were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. If personal property is removed from the Project but is replaced with Replacement Property, then the personal property will not be considered to have been removed from the Project.

(c) (i) Failure to Meet Initial Requirement. In the event that at least 80% of the Company Commitments are not satisfied (i.e. in the event the Company, any other members of the Controlled Group and the 125 Hollow Affiliate fail to collectively invest \$4,584,000 or the Company fails to create at least 68 new Full-Time Jobs) by the end of the Investment Period, the Special Source Credits set forth in this Section 5.02 shall terminate retroactively and prospectively and there shall be due and payable to the County by the Company on behalf of itself and the other members of the Controlled Group, within 30 days following written notice thereof from the County to the Company, an amount equal to all such Special Source Credits theretofore provided by the County under this Agreement, together with interest thereon, as provided in Section 12-54-25(D) of the Code. In the event that at least 80% of the Company Commitments but less than 100% of the Company Commitments are satisfied by the end of the Investment Period, the Special Source Revenue Credits shall be proportionately decreased retroactively and prospectively such that the Special Source Revenue Credits shall be decreased in proportion to the percentage of the Company Commitments not met, with equal weighting being given to each of the investment requirement and the job requirement. For example, if 90% of the investment requirement were met and 85% of the job requirement were met, it would be considered that 87.5% of the Company Commitments were met and 12.5% of the Company Commitments were not met. In such a case, the decrease in the Special Source Revenue Credits would be 12.5% and would be effective retroactively and prospectively. To the extent that under such circumstances the Special Source Revenue Credits hereunder are subject to retroactive adjustment, then there shall be due and payable to the County from the Company or any other member of the Controlled Group, as the case may be, with respect to the portion of the Economic Development Property in question, an amount equal to the difference between the Special Source Revenue Credits theretofore actually received and the amount which would have been received as Special Source Revenue Credits with the reduction set forth above, together with interest thereon, as provided in Section 12-54-25(D) of the Code.

(ii) Failure to Maintain. If, following the Investment Period, the Company fails to maintain 80% of the number of New Full-Time Jobs required to be created in satisfaction of the Company Commitments during the Term of this Agreement, such Special Source Credits shall terminate prospectively. In the event the Company fails to maintain 100% of the number of New

Full-Time Jobs required in satisfaction of Company Commitments during the Term of this Agreement but maintains at least 80% thereof, such Special Source Credits shall be proportionately reduced prospectively.

(d) THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS FULL FAITH, CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

Section 5.03. Existing Project. The County and the Controlled Group acknowledge that the 1350 Shiloh Site is the subject of that certain Fee in Lieu of Tax Agreement dated as of August 15, 2007 by and between the County and the Company (the "Existing FILOT Agreement") with respect to a prior project (the "Prior Project"). The Company and the County agree that any property placed in service at the 1350 Shiloh Site in property tax year 2012 or later shall be considered a portion of the Project and not the Prior Project, provided, however, that the foregoing shall not prevent the Company from placing into service replacement property under the Existing FILOT Agreement (but such replacement property shall not count towards the investment required under Section 4.01 of this Agreement).

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

Section 6.01. Payment of Administration Expenses. The Company and the other members of the Controlled Group will reimburse the County from time to time for its Administration Expenses 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 expense and requesting the payment of the same.

Section 6.02. Defaulted Payments. In the event the Company or any other member of the Controlled Group, as the case may be, 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 and the other members of the Controlled Group until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company and the other members of the Controlled Group agree 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, all as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. 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, the Company and the other members of the Controlled Group in their sole discretion may determine whether or not to repair or replace the same. The parties hereto agree that if the Company and the other members of the Controlled Group decide not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT 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 to the provisions of Section 5.01(i) hereof.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company, or any other member of the Controlled Group, as the case may be, shall use the Project for any lawful purpose authorized pursuant to the Act.

Section 8.02. Investment by Company Affiliates. The County agrees that, to the extent permitted by law, the investments in the Project by any Company Affiliate shall be considered as an investment in the Project.

Section 8.03. Indemnification. The Company and the other members of the Controlled Group release the County, including the members of the governing body of the County, and the employees, officers, and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agrees that the Indemnified Parties shall not be liable for, and agrees to defend and hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person or any other liability whatsoever including, without limitation, liability under any environmental or regulatory law or regulations that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project, the 100 Hurricane Creek Site or the 100 Hurricane Creek Investment or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. The Company and the other members of the Controlled Group further agree to indemnify, defend and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, including, without limitation, attorneys' fees and claims arising from such events or occurrences or from any breach or default on the part of the Company or the other members of the Controlled Group in the performance of any covenant or agreement on the part of the Company or the other members of the Controlled Group to be

performed pursuant to the terms of this Agreement or arising from any act of the Company, or any of its Company Affiliates or their respective agents, contractors, lessees, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon. The defense obligation hereunder shall be fulfilled between legal counsel reasonably acceptable to the County.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, servant, or employee of the County in his or her individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the Project, the 100 Hurricane Creek Site or the 100 Hurricane Creek Investment or the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company or the other members of the Controlled Group, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company and the other members of the Controlled Group shall indemnify, defend and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity 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 provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnification Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to maintain the Site within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company, and the Company and the other members of the Controlled Group shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense and with legal counsel reasonably acceptable to the County, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company and the other members of the Controlled Group shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company and the other members of the Controlled Group have the ability to, and do, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company and the other members of the Controlled Group reasonably determines that a conflict of interest exists between the County and the Company and the other members of the Controlled Group, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company and the other members of the Controlled Group shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Company and the other members of the Controlled Group to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company and the other members of the Controlled Group may at any time (a) transfer all or any of its rights and interests hereunder, or under the Inducement and Millage Rate Agreement, or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to another member of the Controlled Group, any of the Controlled Group's corporate affiliates, any majority partner or shareholder (or his or her spouse or direct lineal descendants) in the Controlled Group, or any company in which such entity or one or more of its partners or shareholders (or his or her spouse or direct lineal descendants) has a majority interest (collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and the other members of the Controlled Group shall obtain the prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of the Company and the other members of the Controlled Group hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and the other members of the Controlled Group hereunder, but all obligations of the Company and the other members of the Controlled Group hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) the Company, such other member of the Controlled Group, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) the Company or other member of the Controlled Group (as applicable) and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company and the other members of the Controlled Group acknowledge that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company and the other members of the Controlled Group with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the

County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes.

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 and the County executed the Original Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Controlled Group may agree to terminate this Agreement at any time, or the Controlled Group, may, at their option, terminate this Agreement at any time upon providing the County 30 days notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event of termination by the operation of this Section 10.02, the Project shall be subject retroactively to *ad valorem* taxes as provided in Section 5.01(g) hereof and any amounts due to the County as a result thereof shall be due and payable as provided in Section 5.01(j) hereof. The County's rights to receive payment for such retroactive *ad valorem* taxes and for any other amounts due to the County for failure to satisfy or maintain the Company Commitments as set forth herein and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

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 Controlled Group:

(a) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, Deficiency Payments or Administration Expenses or any other payments due 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 Controlled Group in the due performance of or compliance with any of the terms hereof, 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, provided, the Controlled Group shall, upon approval of the County in its discretion, have such longer period of time as necessary to cure

such default if the Controlled Group proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, 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:

(a) terminate this Agreement by delivery of written notice to the Company not less than 30 days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Controlled Group pertaining to employment at, and the the construction, acquisition, or maintenance of the Project; or

(c) 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 Controlled Group under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company or any other member of the Controlled Group 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 any member of the Controlled Group 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 by the County or by any member of the Controlled Group of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by any member of the Controlled Group 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 Controlled Group 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 or other commonly-used electronic 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 the County:

Anderson County
Attn.: County Administrator
Post Office Box 8002
Anderson, South Carolina 29622
Tel.: 864-260-4031
Fax: 864-260-4356

(b) As to the Controlled Group:

Watson Engineering, Inc.
Attention: Chris Douglas
16455 Racho Road
Taylor, MI 48180
Tel.: (734) 285 2200
Fax: (734) 285-2355

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

Section 12.05. Entire Understanding. This Agreement, along with the Inducement and Millage Rate Agreement executed on behalf of the County and the Company on March 20, 2012, express as the entire understanding and all agreements of the parties hereto with each other, 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. In the event of any ambiguity, disparity or inconsistency between the Agreement and the Inducement and Millage Rate Agreement, the provisions of this Agreement shall control.

Section 12.06. Severability. In the event that any clause or provisions 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 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 paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.08. Facsimile; E-mail; Counterparts. This Agreement may be executed by facsimile or e-mail and in any number of counterparts all of which taken together shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

Section 12.09. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest 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 a writing signed by the waiving party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties hereto have executed this Agreement under seal to be effective as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman,
County Council of Anderson

ATTEST:

By: _____
Kimberly A. Poulin
Clerk to Council, County Council of Anderson

WATSON ENGINEERING, INC.

By: _____
Title: _____

1350 SHILOH PROPERTIES, LLC

By: _____
Title: _____

Exhibit A

Legal Description of the Site

1350 Shiloh Site (1350 Shiloh Church Road, Piedmont, South Carolina):

and

1340 Shiloh Site (1340 Shiloh Church Road, Piedmont, South Carolina);

EXHIBIT A

TMS#216-00-11-015

ORDINANCE NO. 2015-043

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED SPECIAL SOURCE REVENUE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND 125 HOLLOW PROPERTIES, LLC, AN AFFILIATE OF WATSON ENGINEERING, INC.; AND OTHER MATTERS RELATING TO THE FOREGOING.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and particularly Section 170 of Chapter 1 of Title 4 thereof (the "Multi-County Park Act"), to develop jointly with other counties an industrial or business park; and

WHEREAS, the County, acting by and through County Council, is authorized and empowered under and pursuant to the Code, and particularly Section 175 of Chapter 1 of Title 4 thereof (the "Special Source Revenue Credit Act"), to provide special source revenue credits for purposes of economic development; and

WHEREAS, pursuant to the Special Source Revenue Credit Act, 125 Hollow Properties, LLC (the "125 Affiliate"), an affiliate of Watson Engineering, Inc. ("Watson") and the County entered into that certain Special Source Revenue Credit Agreement, dated as of May 2, 2012 (as amended, the "Original Agreement"); and

WHEREAS, the County and the 125 Affiliate desire to amend the Original Agreement to count investments by 1350 Shiloh Properties, LLC, another affiliate of Watson, and to make certain other changes, as set forth in greater detail in the Amended and Restated Agreement referenced below.

NOW, THEREFORE, BE IT ORDAINED by the Anderson County Council, in a meeting duly assembled, that the Project (as defined in the Amended and Restated Agreement) has resulted in a substantial public benefit and that the Amended and Restated Agreement, in substantially the form attached hereto as Exhibit A, with such changes as the Anderson County Chairman or County Attorney shall approve, the County Chairman's execution of a definitive Amended and Restated Agreement to be conclusive evidence of such approval, is hereby approved.

ADOPTED this day of , 2015.

FOR ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

By: _____
Kimberly A. Poulin
Clerk of County Council

Approved as to form:

By: _____
Leon Harmon, County Attorney
Anderson County, South Carolina

First Reading: November 03, 2015
Second Reading: November 17, 2015
Public Hearing: November 17, 2015
Third Reading:

EXHIBIT A

**AMENDED AND RESTATED
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS AMENDMENT AND RESTATED SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2015 (the "Effective Date") by and between **Anderson County, South Carolina**, a body politic and corporate and political subdivision of the State of South Carolina (the "County"), and **125 Hollow Properties, LLC**, a Michigan limited liability company (the "125 Hollow Affiliate").

WITNESSETH:

WHEREAS, the County and the 125 Hollow Affiliate entered into that certain Special Source Revenue Credit Agreement dated as of May 2, 2012 (the "Original Agreement"), whereby the County agreed to provide special source credits for the purpose of financing (i) Watson Engineering, Inc.'s (the "Company") expansion of a manufacturing facility (the "Expansion") on a 15.579 acre site at 1350 Shiloh Church Road (the "1350 Shiloh Site") in the County owned by 1350 Shiloh Properties, LLC (the "1350 Shiloh Affiliate") and leased to the Company and (ii) the Company's conduct of additional operations (the "Additional Operations") at a new 5.98 acre site owned by the 125 Hollow Affiliate at 100 Hurricane Creek Road (the "100 Hurricane Creek Site") in the County and leased to the Company; and

WHEREAS, subsequent to the execution of the Original Agreement and completion of the investment necessary to house the Additional Operations at the 100 Hurricane Creek Site (the "100 Hurricane Creek Investment"), the 1350 Shiloh Affiliate acquired an approximately 3.34 acre site at 1340 Shiloh Church Road ([portion of] TMS #216-00-11-015) (the "1340 Shiloh Site") in the County and leased the 1340 Shiloh Site to the Company; and

WHEREAS, the Company decided in the interest of efficiency to house the Expansion and Additional Operations at the 1340 Shiloh Site and the 1350 Shiloh Site; and

WHEREAS, because the Company no longer needed the 100 Hurricane Creek Site, the Company subleased the 100 Hurricane Creek Site to its customer Mainstay Fuel Technologies, LLC ("Mainstay") for its office, manufacturing and warehousing activities; and

WHEREAS, pursuant to Section 3.02 of the Original Agreement, the County and the 125 Hollow Affiliate may, from time to time, amend the Agreement; and

WHEREAS, the 125 Hollow Affiliate has asked the County to agree to modify the Original Agreement in certain respects to reflect the foregoing; and

WHEREAS, because the overall investment and new Full-Time jobs created by the Company (individually or collectively with the 125 Hollow Affiliate, the 1350 Shiloh Affiliate and Mainstay) will equal or exceed what was required in the Original Agreement, the County has agreed to such modifications;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand duly paid by the 125 Hollow Affiliate to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the 125 Hollow Affiliate hereby agree that the Original Agreement is amended and restated in its entirety to read as follows:

ARTICLE I RECITATION OF FACTS

As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

Section 1.01.

The County is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the "Multi-County Park Act"), to create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits for projects located therein and facilitate the use of special source revenue credits.

Section 1.02.

The County is authorized and empowered under and pursuant to the provisions of Section 4-1-175 of Multi-County Park Act (the "Special Source Revenue Credit Act"), to provide for special source revenue credits against the payments in lieu of taxes pursuant to Section 13 of Article VIII of the South Carolina Constitution for property located in a multi-county industrial park in order to provide infrastructure serving the County and for improved or unimproved real estate used in the operation of a manufacturing facility in order to enhance the economic development of the County.

Section 1.03.

The Company has constructed or will construct the Expansion and will conduct the Additional Operations on and at the 1340 Shiloh Site and the 1350 Shiloh Site and has made or will make the 100 Hurricane Creek Investment at the 100 Hurricane Creek Site (the 1340 Shiloh Site, 1350 Shiloh Site and 100 Hurricane Creek Site are sometimes collectively referred to herein as the "Site"). The Expansion, the Additional Operations and the 100 Hurricane Creek Investment (collectively referred to herein as the "Project"), when completed and/or acquired, is anticipated to represent an aggregate investment of at least \$6,260,000 and will represent a minimum investment of at least Five Million Seven Hundred Thirty Thousand and no/100 (\$5,730,000) Dollars within the Investment Period (as defined in Section 2.06 hereof) comprised of an investment by the 125 Hollow Affiliate of at least Seven Hundred Thirty Thousand (\$730,000) Dollars in the 100 Hurricane Creek Site and an investment of the Company and the 1350 Shiloh Affiliate of at least Five Million (\$5,000,000) Dollars in the Project and the Project will result in the creation by the Company of at least eighty-five (85) new Full-Time Jobs (as

defined in that certain Fee in Lieu of Tax Agreement dated as of May 1, 2012 between the County and the Company, as amended (the "FILOT Agreement") within the period beginning on January 1, 2012 and ending at the end of the Investment Period (all such investment and job creation requirements collectively referred to herein as the "Company Commitments").

Section 1.04.

The County has taken sufficient action necessary to place the 100 Hurricane Creek Site in a multi-county industrial park (the "Park") pursuant to the terms of the Multi-County Park Act and the Agreement for Development for Joint County Industrial Park with Clarendon County, dated July 18, 1994, as amended (the "Park Agreement"). The County agrees to diligently take all reasonable acts to ensure that the 100 Hurricane Creek Site and the 100 Hurricane Creek Investment will continuously be included within the boundaries of the Park or another multi-county park in order that the incentives set forth herein will be available to the 125 Hollow Affiliate.

Section 1.05.

The 125 Hollow Affiliate has requested the County to provide special source revenue credits (the "Special Source Revenue Credits") pursuant to the Special Source Revenue Credit Act for the purpose of financing a portion of the cost of designing, acquiring, constructing, improving, or expanding (a) the infrastructure serving the County or the Project or (b) for improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise ("Reimbursable Expenditures"), all as more fully set forth in this Agreement.

Section 1.06.

The County has given due consideration to the economic development impact of the Project and, pursuant to that certain Ordinance of the County Council enacted May 1, 2012 (the "Ordinance"), the County Council (the "County Council") has made certain findings pertaining thereto in accordance with the provisions of the Special Source Revenue Credit Act. Based upon those findings, the County wishes to induce the Company, the 1350 Shiloh Affiliate and the 125 Hollow Affiliate to acquire, construct, and equip the Project within the boundaries of the County, and, in furtherance thereof, propose to make available to the 125 Hollow Affiliate the incentives set forth herein, all as approved by the County Council pursuant to the Ordinance.

ARTICLE II SPECIAL SOURCE REVENUE CREDITS

Section 2.01.

The County agrees to diligently take all reasonable acts to ensure that the 100 Hurricane Creek Site and the 100 Hurricane Creek Investment will continuously be included within the boundaries of the Park or another multi-county park in order that the incentives set forth herein will be available to the 125 Hollow Affiliate.

Section 2.02.

Pursuant to the Special Source Revenue Credit Act, the County agrees to provide the Special Source Revenue Credits to reimburse the 125 Hollow Affiliate for a portion of the cost of Reimbursable Expenditures. Out of the annual amount payable by the 125 Hollow Affiliate as payments in lieu of taxes pursuant to Section 13 of Article VIII of the South Carolina Constitution to the County due with respect to the 100 Hurricane Creek Site and the portion of the 100 Hurricane Creek Investment consisting of such property existing on the 100 Hurricane Creek Site as of January 1, 2012 (including the 100 Hurricane Creek Site) and real property improvements placed or to be placed in service on the 100 Hurricane Creek Site within the Investment Period (the "Creditable Tax Base"), the 125 Hollow Affiliate shall receive an annual credit, in an amount sufficient to reduce the payments, for the first thirty (30) years that such payments are due to the County, if any such reduction is necessary, so that the resulting net payment is 40% (or a smaller number in the event the assessment ratio on any portion of the Creditable Tax Base is less than 10.5%, as set forth in more detail below) less than the amount such payment would otherwise be if calculated without taking into account any abatement of taxes to which the 125 Hollow Affiliate may be entitled under Section 3(g) of Article X of the South Carolina Constitution or Sections 12-37-220(A)(7), (B)(32) or (B)(34) of the Code, provided that at no time shall the cumulative amount of such credits received exceed the amount of investment by the 125 Hollow Affiliate in the Reimbursable Expenditures. For the avoidance of doubt, the amount of the Special Source Revenue Credit described under this Section 2.02 shall be reduced in any given year by the amount, if any, of any such abatement to be received by the 125 Hollow Affiliate with respect to such year. It is the intent of the County and the Company, to the extent that the portion of the Project eligible for the Special Source Revenue Credits set forth above in this Section 2.02 is assessed at an assessment ratio of at least 10.5%, the payments in lieu of taxes attributable to such portion of the Project pursuant to Section 13 of Article VIII of the South Carolina Constitution, be eligible to receive the full benefit and application of the Special Source Revenue Credit described above in this Section 2.02. Notwithstanding anything in this Agreement to the contrary, to the extent that such portion of the Project is now or hereafter assessed at an assessment ratio of 6% or less, the Special Source Revenue Credit described above in this Section 2.02 shall not be applied against such payments in lieu of taxes. However, to the extent that such portion of the Project is assessed at any time at an assessment ratio which is less than 10.5% but greater than 6% due to a reduction in assessment ratio effected by a change in applicable law, then the amount of the Special Source Revenue Credit described above in this Section 2.02 applicable to the payments in lieu of taxes attributable to such portion of the Project due for the property tax year or years for which such reduction in assessment ratio between 10.5% and 6% is effective shall be reduced proportionately to the percentage of reduction in the assessment ratio. By way of example only, if the assessment ratio applied against such portion of the Project is reduced from 10.5% to 8% (the equivalent of a 55% reduction in assessment ratio between 10.5% and 6%), then the Special Source Revenue Credit described above in this Section 2.02 applicable to such payments in lieu of taxes due for the property tax year or years for which such reduction is effective shall be reduced from 40% to 18% (i.e., the equivalent of a 55% reduction of such Special Source Revenue Credit).

Section 2.03.

(i) **Failure to Meet Initial Requirement.** In the event that at least 80% of the Company Commitments are not satisfied (i.e. in the event the Company, the 125 Hollow Affiliate and any members (including the 1350 Shiloh Affiliate) of the Controlled Group (as defined in the FILOT Agreement) fail to collectively invest \$4,584,000 or in the event the Company fails to create at least 68 new Full-Time Jobs) by the end of the Investment Period, the Special Source Revenue Credits set forth in this Agreement shall terminate retroactively and prospectively and there shall be due and payable to the County by the 125 Hollow Affiliate, within 30 days following written notice thereof from the County to the Company, an amount equal to all such Special Source Revenue Credits theretofore provided by the County under this Agreement, together with interest thereon as provided in Section 12-54-25(D) of the Code. In the event that at least 80% of the Company Commitments but less than 100% of the Company Commitments are satisfied by the end of the Investment Period, the Special Source Revenue Credits shall be proportionately decreased retroactively and prospectively such that the Special Source Revenue Credits shall be decreased in proportion to the percentage of the Company Commitments not met, with equal weighting being given to each of the investment requirement and the job requirement. For example, if 90% of the investment requirement were met and 85% of the job requirement were met, it would be considered that 87.5% of the Company Commitments were met and 12.5% of the Company Commitments were not met. In such a case, the decrease in the Special Source Revenue Credits would be 12.5% and would be effective retroactively and prospectively. To the extent that under such circumstances the Special Source Revenue Credits hereunder are subject to retroactive adjustment, then there shall be due and payable to the County from the 125 Hollow Affiliate an amount equal to the difference between the Special Source Revenue Credits theretofore actually received under this Agreement and the amount which would have been received as Special Source Revenue Credits with the reduction set forth above, plus interest at the rate provided in Section 12-54-25 of the Code of Laws of South Carolina 1976, as amended.

(ii) **Failure to Maintain.** If, following the Investment Period, the Company fails to maintain 80% of the number of New Full-Time Jobs required to be created in satisfaction of the Company Commitments during the Term of this Agreement, such Special Source Revenue Credits shall terminate prospectively. In the event the Company fails to maintain 100% of the number of New Full-Time Jobs required in satisfaction of Company Commitments during the Term of this Agreement but maintains at least 80% thereof, such Special Source Revenue Credits shall be proportionately reduced prospectively.

Section 2.04.

THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS PAYABLE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE PAYMENTS IN LIEU OF TAXES OTHERWISE TO BE RECEIVED BY THE COUNTY PURSUANT TO ARTICLE VIII, SECTION 13 OF THE SOUTH CAROLINA CONSTITUTION, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X,

SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

Section 2.05

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 general 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 payments in lieu of taxes referred to in Section 2.04 hereof. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of said payments in lieu of taxes.

Section 2.06.

For purposes hereof, the "Investment Period" is the period commencing on January 1, 2012 and ending on the date that the Investment Period (as defined in the FILOT Agreement) ends.

**ARTICLE III
GENERAL PROVISIONS**

Section 3.01.

The County agrees that, to the maximum extent permitted by the Special Source Revenue Credit Act, the 125 Hollow Affiliate may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, or any other agreement related hereto, or transfer any and all assets of the 125 Hollow Affiliate, to the Company, the 1350 Shiloh Affiliate or one or more other Related Entities (as defined in the FILOT Agreement) without adversely affecting the benefits of the 125 Hollow Affiliate or its assignees pursuant to any such agreement or the Special Source Revenue Credit Act. Any such assignment or transfer to one or more entities other than the Company, 1350 Shiloh Affiliate or a Related Entity must be approved in advance or subsequently ratified by the County.

Section 3.02.

The 125 Hollow Affiliate and the County may amend or terminate this Agreement from time to time by subsequent mutual written agreement as may be permitted under the Special Source Revenue Credit Act.

Section 3.03.

In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any provision or part of a provision of this Agreement. The headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument. In the event of any ambiguity, disparity or inconsistency between that Agreement and the Inducement and Millage Rate Agreement dated as of April 3, 2012 by and among the County, the Company and the 125 Hollow Affiliate, the provisions of this Agreement shall control.

Section 3.04.

The County and the 125 Hollow Affiliate each herein represent that it has the legal power and authority to enter into this Agreement and to make the respective commitments made herein.

Section 3.05.

The 125 Hollow Affiliate hereby agrees to indemnify, defend and hold harmless the County, its members, officers, employees, servants and agents from any and all pecuniary liability in connection with the Site, the Project and this Agreement, and to reimburse the County for all reasonable legal expenses incurred by the County in the implementation of the terms and provisions of this Agreement.

Anderson County, South Carolina, acting pursuant to an ordinance of its County Council, has caused its name to be hereunto subscribed, and 125 Hollow Properties, LLC has caused its name to be subscribed hereto, by their duly authorized officers, as of the Effective Date.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

Its: Chairman, County Council of Anderson
County, South Carolina

ATTEST:

By: _____

Clerk to County Council of
Anderson County, South Carolina

125 HOLLOW PROPERTIES, LLC

By: _____

Its: _____

**Anderson County Planning Commission
Staff Report
October 2015**

2015-038
D3
FIRST READ LP
Title Only

Applicant: Nancy G. Alley
Current Owner: Nancy G. Alley
Property Address: 10000 Belton Honea Path Highway 76, Belton
Precinct: High Point
Council District: Three (3)
TMS #(s): 251-00-04-019
Acreage: +/- 3.22
Current Zoning: I-1
Requested Zoning: R-A
Surrounding Zoning: North: Right of Way for BHP Highway, then R-A
South: I-1
East: I-1
West: I-1

Evaluation: This request is to rezone the parcel of property described above from I-1 (Industrial) to R-A (Residential-Agricultural). The subject property is in use as a single family residence, and is for sale by the applicant. The applicant made known that recently an FHA backed loan was denied to a potential buyer of the subject property due to the fact that the property is not zoned residential. Therefore the property owner is requesting residential zoning in order to satisfy the FHA requirement for an undetermined future sale.

Staff Recommendation: Staff has determined that the original zoning classification of I-1 (Industrial) is appropriate for this property. As well, the Future Land Use classification of this site and the surrounding area is identified for industrial use. Additionally, the property is afforded the right to continue as a nonconforming existing use (single family in I-1 zone) in perpetuity; therefore staff recommends denial of this request to rezone from I-1 to R-A (Residential Agricultural).

Zoning Advisory

Group Recommendation: The District 3 Zoning Advisory Group met on October 7, 2015; and recommended **Approval** of a request to rezone from I-1 to R-A. The vote was 5 in favor, 0 opposed, and 0 absent.

Planning Commission

Recommendation: The Anderson County Planning Commission met on October 13, 2015, and after a duly noted public hearing recommended **Approval** of a request to rezone from I-1 to R-A. The vote was 6 in favor, 0 opposed, 1 abstained, and 0 absent.



Rezoning Application

Date of Application Completion _____

Application Status (Approved or Denied) _____

Applicant's Information

Name: Nancy G. Alley

Mailing Address: 10000 BHP Hwy 76, Belton

Telephone and Fax: 864-369-5214 E-Mail: _____

Owner's Information

(If Different from Applicant)

Name: Same

Mailing Address: _____

Telephone and Fax: _____ E-Mail: _____

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

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

Owner's Signature _____

Date _____

Project Information

Property Location: 10000 BHP Hwy 76

Parcel Number(s)/TMS: 2510004019

County Council District: 3 School District: 2

Total Acreage: 3.22 Current Land Use: residential

Current Zoning: I-1 Requested Zoning: R-A

Purpose of Rezoning: change to residential that is compatible to the surrounding area

Page 1 of 2

Revised
April 2000

Anderson County Planning Division - Development Standards • 401 East River Street • Post Office Box 8002
Anderson, South Carolina 29621 • Phone: (864) 260-1719 • Fax: (864) 260-1795

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

Nancy L. Alley
Applicant's Signature

9-8-15
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application - pursuant to State Law (Section 6-29-114.5, July 1, 2007) - determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Comments: I am retired and widowed. I am downsizing and need the value I have in this property to buy smaller and cut expenses. This represents most of my life savings.

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

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

Please refer to the Anderson County Planning Division - Development Standards' Fee Schedule for amount due.

As the applicant, I hereby confirm that the required information and materials for this application are authentic and have been submitted to the Anderson County Planning Division - Development Standards.

Nancy L. Alley
Applicant's Signature

9-8-15
Date

Page 2 of 2

For Office Use Only:

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

Revised
April 2008

Anderson County Planning Division - Development Standards • 101 East River Street • Post Office Box 8002
Anderson, South Carolina 29621 • Phone: (864) 260-4710 • Fax: (864) 260-1795

Section 5:2. - R-A, Residential agricultural district.

The purpose of this district is to provide for a full range of agricultural activities. This district also provides for spacious residential development for those who choose this environment and prevents untimely scattering of more dense urban uses that should be confined to areas planned for efficient extension of public services.

5:2.1. Uses permitted.

Agricultural crops, including pens and structures for the raising of farm animals.

Barns.

Community recreational area.

Dwelling, single-family detached.

Dwelling, single-family detached—Manufactured single-section home.

Dwelling, single-family detached—Manufactured multi-section home.

Home occupation. (Subject to the requirements in section 6:11).

Nursery/greenhouse.

Portable or temporary school classroom.

Riding academies.

Riding stables.

Sign—Identification. (Subject to the provisions of the sign ordinance).

Sign—Occupancy.

Sign—Temporary. (Pertaining to the lease or sale of a building or premises).

Temporary building, incidental to construction and used primarily for storage of equipment, tools, building materials, and other items located on the same site and which shall be completely removed from the site upon completion of such construction; or temporary sales office used exclusively for the sale of properties or dwelling units located within the same development or subdivision and contained either within a building which will be completely removed immediately after all sales are completed, or within a building which will be sold or used as a residential dwelling unit immediately after all sales are completed.

Tree farm.

Uses and structures customarily accessory to the permitted uses.

5:2.2. Uses permitted by special exception. The following uses may be permitted by special exception by the board of zoning appeals in accordance with provisions in article 7.

Bed and breakfast homestays, host homes, and guest homes.

Cemetery. (Subject to the provisions of section 7:15.)

Child care center.

Churches, convents, and monasteries.

Communication towers. (Subject to the provisions of section 7:18.)

Country club.

Fire stations.

Landscaping business.

Library.

Private airstrip.

Private recreation area.

Public park and playground.

Public utility building and use.

Recycling drop box. (Subject to the provisions of section 7:13.)

Roadside stand for the sale of crops, produce, fruit, etc., produced on the property.

Schools—Public, parochial or private.

Temporary accessory residential use. (Subject to the provisions of section 7:9.)

Transportation and utility easement and right-of-way.

Veterinary clinic.

Veterinary hospital.

Other public and semipublic uses which are considered to be compatible with the aforementioned uses.

5:2.3. Lot area. The minimum lot area shall be one acre.

5:2.4. Lot width. Minimum lot width for a single-family detached dwelling shall be 30 feet with 100 feet at the building line.

5:2.5. Front yard. The minimum depth of the front yard measured from the street right-of-way line shall be 30 feet on a residential service street, 40 feet on a collector street, and 50 feet on an arterial street except when a right-of-way has not been established or is not known; then the setback shall be measured from the centerline of the existing road and each required setback shall be increased by a minimum of 25 feet. In the event an existing right-of-way exceeds 25 feet from the center of the road, the setback shall be measured from the right-of-way.

5:2.6. Side yard. The minimum width of a residential side yard shall be ten percent of the total lot width or ten feet, whichever is greater, except that any side yard abutting on a street or highway shall not be less than 20 feet in width. The side yard is not required to be more than 25 feet.

5:2.7. Rear yard. The minimum depth of the rear yard shall be 25 feet.

5:2.8. Off-street parking. Off-street parking shall be provided in accordance with provisions set forth in section 6:9.

5:2.9. Skirting. Skirting or a curtain wall, unpierced except for required ventilation and access door, must be installed and maintained so that it encloses the area under manufactured homes. The

foundation skirting or curtain wall may be of brick, masonry, or vinyl or similar materials designed and manufactured for permanent outdoor installation. Material used for skirting should be erected so as not to create a fire hazard and maintained in good state of repair.

A. Crawl space shall be provided with ventilation as per Section R-309.1 of the CABO (Council of American Officials One and Two-family) Code.

B. Access to the crawl space shall be a minimum of 18" x 24" as per R-309.2 of the CABO Code.

5:2.10. Supplementary setback. Where a permitted R-A use abuts a church, public park or playground, or school—public, parochial, or private, existing at the time of adoption of this chapter, new barns or structures for farm animals or farm products larger than 3,000 sq. ft., shall not be constructed within 300 feet of the property boundary of the previously existing use. New barns or structures for farm animals or farm products of 3,000 sq. ft., or less, may be constructed within 50 feet of the previously existing use.

(Ord. No. 99-004, §§ 5:2—5:2.10, 7-20-99; Ord. No. 00-040, § 1.a, 10-17-00; Ord. No. 00-050, 9-19-00)

Section 5:20. - I-1, Industrial District.

This district is established as a district for manufacturing plants, assembly plants, and warehouses. The regulations are intended to protect neighboring land uses from potentially harmful noise, odor, smoke, dust, glare, or other objectionable effects, and to protect streams, rivers, and the air from pollution.

5:20.1. Uses permitted.

Apparel and other finished products made from fabrics, leather, and similar.

Materials—Manufacturing.

Automobile and truck repair and rebuilding shop.

Building contractor and related activities.

Building materials sales and storage.

Chemicals and allied products—Manufacturing.

Communication towers. (Subject to the provisions of section 7:18.)

Fabricated metal products—Manufacturing.

Farm implements and machinery sales and storage.

Feed and seed sales and storage.

Food and kindred products—Manufacturing.

Furniture and fixtures—Manufacturing.

General agricultural operations including crop or tree farming and truck gardening and the raising of farm animals and feeding lots and required accessory buildings, pens, or structures for farm animals or uses and activities.

Group industrial development. (Subject to the provisions of section 6:12.)

Household and industrial cleaning products—Manufacturing.

Lumber and wood products except furniture—Manufacturing.

Paper and allied products—Manufacturing.

Petroleum refining and related industries.

Plastic products—Manufacturing.

Primary metal industries.

Printing, publishing, and allied industries.

Professional offices, financial institutions and research facilities.

Recycling collection center. (Subject to the provisions of section 7:13.)

Recycling convenience center. (Subject to the provisions of section 7:13.)

Recycling drop box. (Subject to the provisions of section 7:13.)

Recycling drop-off trailer. (Subject to the provisions of section 7:13.)

Recycling processing center. (Subject to the provisions of section 7:13.)

Scrap metal processors. (Subject to the provisions in section 7:3.)

Sign—Advertising. (Subject to the provisions of the sign ordinance.)

Sign—Business. (Subject to the provisions of the sign ordinance.)

Sign—Occupancy. (Subject to the provisions of the sign ordinance.)

Single-family dwellings and accessory buildings occupied by the owner or operator of a bona fide farm operation and such additional single-family dwellings as are necessary for occupancy by employees of the farm operation. A bona fide farm operation is defined as a farm operation from which the tenant (owner or renter) receives a majority of his annual income.

Stone, clay, and glass products—Manufacturing.

Textile mill products—Manufacturing.

Tire recapping and retreading plant.

Truck terminal.

Wholesaling and warehousing.

Uses that are considered to be compatible with the aforementioned uses.

All of the uses permitted in this district shall be conducted in such a manner that no noxious odor, fumes, smoke, or dust will be emitted beyond the property line of the lot on which the use is located. No pollution shall leave the premises of a use in this district by way of streams or rivers

5:20.2. Uses permitted by special exception.

Dwelling unit—Accessory. (Subject to the provisions of section 7:10.)

Salvage yard for automobiles, junk, building materials. (Subject to the provisions of sections 42-176—42-195 of the Anderson County Code of Ordinances.)

5:20.3. Height limitation. No building or structure shall exceed 90 feet in height except as provided in section 6:7. All buildings and structures shall demonstrate that adequate fire protection is afforded.

No building or structure on a lot in the Industrial District which is adjacent to a residential district shall exceed the maximum building height unless there is one additional foot of setback on the sides adjacent to the residential district for each additional foot of height.

5:20.4. Dimensional requirements.

5:20.4-1. Front setback. All buildings shall be set back from all street right-of-way lines not less than 50 feet.

5:20.4-2. Side setback. No building shall be located closer than 25 feet to a side lot line except where the property is adjacent to a railroad right-of-way and written approval from the railroad authorities has been obtained to utilize a railroad spur for loading and unloading.

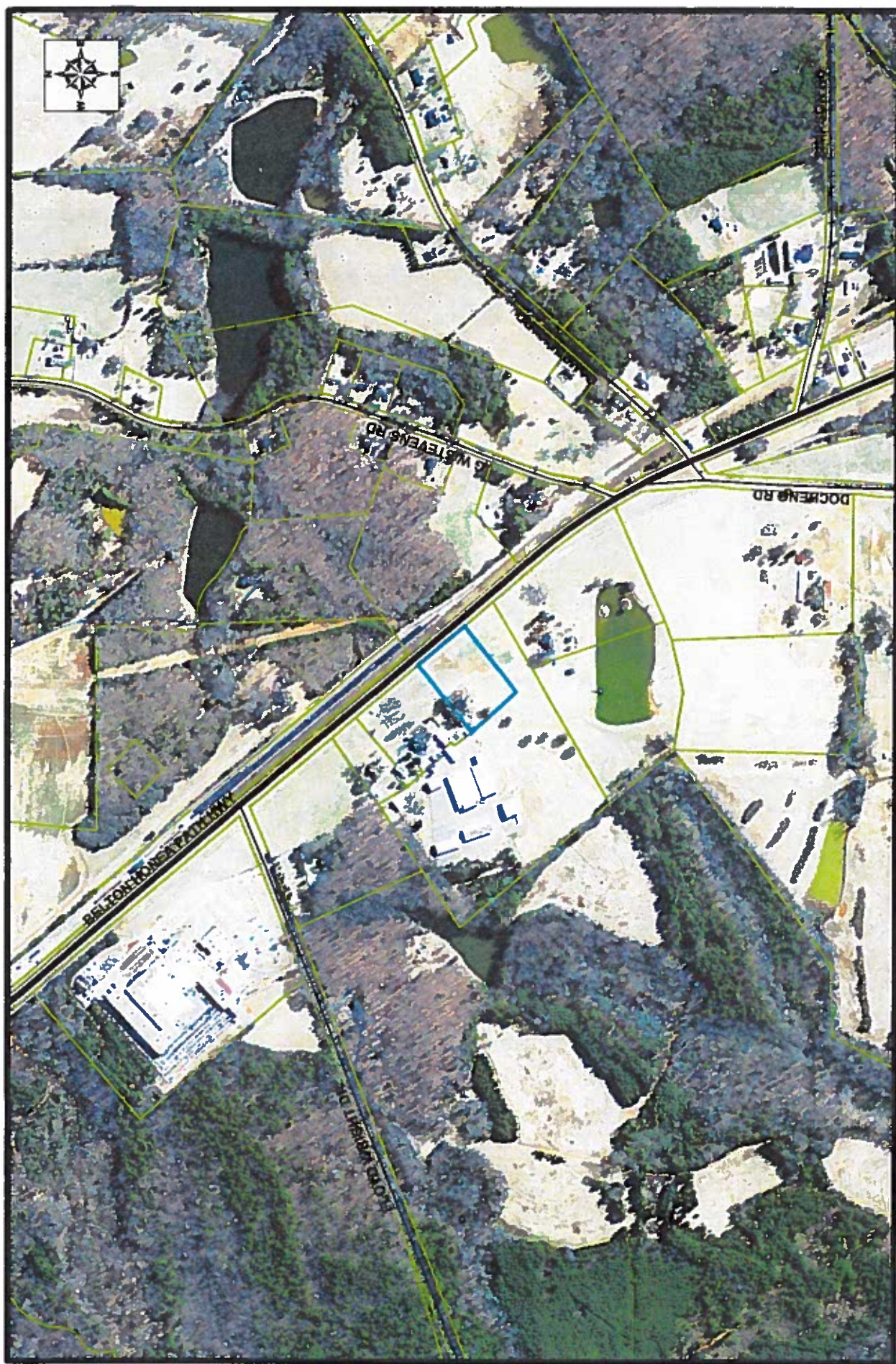
5:20.4-3. Rear setback. No building shall be located closer than 25 feet to a rear lot line, except where the property is adjacent to a railroad right-of-way and written approval from the railroad authorities has been obtained to utilize a railroad spur for loading and unloading.

5:20.5. Screening. A combination of a wall or fence and dense evergreen hedge or other type of evergreen foliage at least six feet in height shall be provided along the side and rear lot lines where any commercial use is adjacent to a residential district for the purpose of screening commercial activities from view.

5:20.6. Off-street parking. Off-street parking shall be provided in accordance with the provisions set forth in section 6:9.

5:20.7. Off-street loading. Off-street loading shall be provided in accordance with the provisions set forth in section 6:10.

(Ord. No. 99-004, §§ 5:20—5:20.7, 7-20-99)



**Rezoning Request
10000 Belton Honea Path Highway 76
I-1 to R-A**

0 850 1,700 Feet



**Rezoning Request
10000 Belton Honea Path Highway
I-1 to R-A**

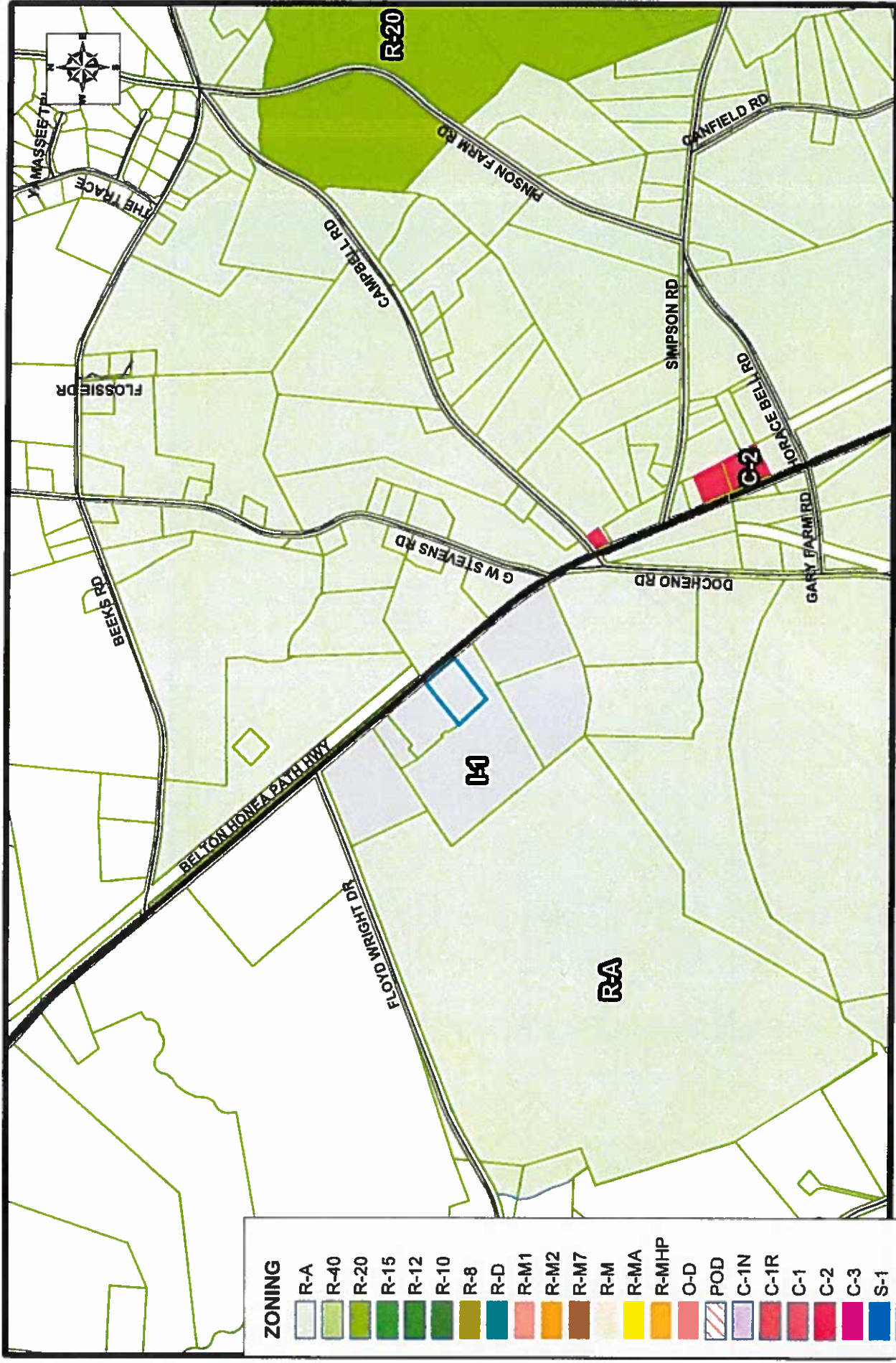


FUTURE LAND USE

- Commercial
- High Density Residential
- Low Density Residential
- Residential/Agriculture
- Natural Conservation
- Industrial
- Public/Semi-Public
- Utilities
- Village Cluster

Rezoning Request 10000 Belton Honea Path Highway I-1 to R-A

0 1,150 2,300 Feet



Rezoning Request 10000 Belton Honea Path Highway I-1 to R-A





ZONING	
	R-A
	R-40
	R-20
	R-15
	R-12
	R-10
	R-8
	R-D
	R-M1
	R-M2
	R-M7
	R-M
	R-MA
	R-MHP
	O-D
	POD
	C-1N
	C-1R
	C-1
	C-2
	C-3
	S-1
	I-1
	I-2
	PD
	AP
	RRD

Rezoning Request **10000 Belton Honea Path Highway** **I-1 to R-A**











**Anderson County Planning Commission
Staff Report
October 2015**

2015-039
D4
First R~~EA~~/PH
Title Only

Applicant: Trevor P. Evans
Current Owner: Trevor P. Evans
Property Address: 5502 Highway 24, Anderson
Precinct: Fork No 1
Council District: Four (4)
TMS #(s): 028-08-01-008 and 028-08-01-012
Acreage: +/- 2.92
Current Zoning: C-1N
Requested Zoning: R-MHP
Surrounding Zoning: North: R-20
South: Right of Way for Highway 24, then R-M7 and C-2
East: C-1N
West: R-20 then C-2

Evaluation: This request is to rezone two parcels of property described above from C-1N (Neighborhood Commercial) to R-MHP (Residential-Manufactured Home Park).

Staff Recommendation: The subject properties are currently surrounded by single family residences to the north (Garland Terrace Subdivision) and commercially zoned land to the east and west. The Future Land Use Map of the Anderson County Comprehensive Plan recommends this corridor as commercial along the northern side of Highway 24.

Due to the incompatibility with the Future Land Use Map and surrounding uses, staff recommends denial of this request to rezone the above mentioned parcels from C-1N to R-MHP.

District 4 Zoning Advisory
Group Recommendation:

The District 4 Zoning Advisory Group met on October 7, 2015; and recommended **Denial** of a request to rezone from C-1N to R-MHP. The vote was **3** in favor, **0** opposed, and **0** absent.

Planning Commission
Recommendation:

The Anderson County Planning Commission met on October 13, 2015, and after a duly noted public hearing recommended **Denial** of a request to rezone from C-1N to R-MHP. The vote was 7 in favor, 0 opposed, and 0 absent.



Date of Application Completion

Application Status (Approved or Denied)

Applicant's Information

Name: TREVOR P EVANS
Mailing Address: 402 Field Ave Anderson
Telephone and Fax: 864-650-4067 E-Mail: trevor.p.evans@mc.com

Owner's Information

(If Different from Applicant)

Name: _____
Mailing Address: _____
Telephone and Fax: _____ E-Mail: _____

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

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

[Signature]
Owner's Signature

9-8-2015
Date

Project Information

Property Location: 5502 Highway 24, Anderson S.C.
Parcel Number(s)/TMS: 28 08 01 012, 008
County Council District: _____ School District: _____
Total Acreage: _____ Current Land Use: _____
Current Zoning: C 1 N Requested Zoning: R-MHP
Purpose of Rezoning: Mobile Home Park

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

[Signature]
Applicant's Signature

9-8-2015
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application - pursuant to State Law (Section 6-29-11.45; July 1, 2007) - determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Comments: _____

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

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

Please refer to the Anderson County Planning Division - Development Standards' Fee Schedule for amount due.

As the applicant, I hereby confirm that the required information and materials for this application are authentic and have been submitted to the Anderson County Planning Division - Development Standards.

[Signature]
Applicant's Signature

9-8-2015
Date

Page 2 of 2

For Office Use Only:

Application Received By: cl/agreene Date Complete Application Received: 9/8/15
Application Fee Amount Paid: 200.00 Check Number: c/c
Scheduled Advisory Public Hearing Date: 10/7/15 Citizens' Advisory Recommendation: _____
Scheduled Commission Public Hearing Date: 10/13/15 Planning Commission Recommendation: _____
Scheduled Council Public Hearing Date: _____ County Council Decision: _____

Section 5:14. - C-1N, Neighborhood Commercial District.

The intent of this district is to accommodate commercial development that is aesthetically compatible with neighboring residential properties. The requirements of this district are designed to ensure that the C-1N commercial development does not impair existing or future residential development. All establishments developed under the C-1N classification shall be scaled to meet the convenience shopping needs of the immediate area (2—3 mile radius) and should not create a nuisance due to noise, traffic generation, lighting, or appearance.

The following criteria should be used in zoning property C-1N:

- A. Approval of the C-1N zoning classification must not alter the existing development patterns within the area.
- B. It should be determined that the proposed C-1N zoning classification is necessary to provide the immediate area with convenience shopping.
- C. The C-1N use must not put any undue burden on existing streets or utilities.
- D. Wherever possible, group development should be encouraged at intersections in an effort to concentrate C-1N uses and discourage sprawl and strip development.
- E. The C-1N zone shall be located on a collector or an arterial street.

5:14.1. Uses permitted. Any uses not listed below which are considered to be compatible with the intent of the district must be approved by the Anderson County zoning administrator.

Communication towers. (Subject to the provisions of section 7:18.)

Group commercial development (shopping centers) with a maximum of 75,000 square feet. (Subject to the provisions of section 6:12.)

Offices, including financial institutions.

Personal services establishments including such uses as:

Automatic teller machines.

Beauty/barber shop.

Bed and breakfast homestays, host homes, guest homes, inns, lodges, cottages.

Dressmaking.

Dry cleaning and laundry pick-up stations.

Shoe repair shop.

Tailoring.

Private day care nurseries and kindergartens.

Public, semipublic uses.

Retail establishments which provide general merchandise for local neighborhood use including such uses as:

Bakery goods store.

Candy store.

Dairy products store.
Drug store.
Florist.
Food store.
Gasoline sales in conjunction with convenience food store.
Gift shop.
Grocery store.
Hardware store.
Hobby shop.
Mail/fax services.
Newsstand.
Novelty shop.
Restaurant.
Stationery shop.
Video rental

5:14.2. Uses permitted by special exception.

Bed and Breakfast homestays, host homes, guest homes, inns, lodges, cottages.

5:14.3. Relationship of buildings to lots. One or more principal structures may be permitted on a single lot.

5:14.4. Minimum yard requirements. Minimum yard requirements between all structures and exterior property lines shall be as follows:

Front: 45 feet except commercial gasoline islands which shall be set back from all street right-of-way lines not less than 15 feet

Side: 25 feet

Rear: 25 feet

5:14.5. Maximum height of structures. Maximum height of all structures shall not exceed 35 feet.

5:14.6. Minimum off-street parking and loading requirements. Off-street parking as set forth in section 6:9 and loading requirements as set forth in section 6:10 shall be met.

5:14.7. Site plan review. All uses permitted in the Neighborhood Commercial District will require a site plan review and approval by the Anderson County planning division. Site plan requirements and procedures for the Neighborhood Commercial District are outlined in chapter 38 of this Code.

(Ord. No. 99-004, §§ 5:14—5:14.7, 7-20-99)

Section 5:10. - R-MHP, Residential Manufactured Home Park District.

The manufactured home park district is established to allow manufactured home parks provided certain locational criteria are met, and the request is approved by county council. Approval of this district shall be in accordance with article 10 of this chapter.

The requirements of this district are set forth to ensure that manufactured home parks may coexist with existing and future residential development. The following criteria should be used in zoning property R-MHP.

- A. Proposed site ensures adequate access to public street systems and does not cause undue congestion or place excessive traffic on local streets.
- B. The proposed development should be located where public facilities and services are either existing or planned.
- C. Approval of the application should not result in an over concentration of housing types that would alter the basic character of the area.
- D. The proposed development should be compatible with adjoining and nearby properties.

5:10.1. Uses permitted.

Manufactured single-section home.

Manufactured multi-section home.

Caretakers or managers—Home or office.

Service buildings to house services for occupants of the manufactured home park including storage, vending machines, washing and drying machines for domestic laundry, recreation facilities, and similar uses.

Manufactured home sales office.

Storage buildings.

5:10.2. Uses permitted by special exception. The following uses may be permitted by special exception by the board of zoning appeals in accordance with the provisions in article 7.

Communication towers. (Subject to the provisions of section 7:18.)

Recycling drop box. (Subject to the provisions of section 7:13.)

5:10.3. Site plan approval. Prior to construction or enlargement of a manufactured home park existing at the time of adoption of this chapter, a development plan approved by the Anderson County Department of Health and Environmental Control shall be submitted to the zoning administrator.

The zoning administrator shall review the proposed development for conformance with all applicable regulations.

5:10.4. Site plan requirements. The plan shall be drawn by a registered engineer/surveyor of the state of South Carolina to scale of not less than 100 feet to one inch and shall contain the following information:

- A. The location of the proposed park and the type of surrounding land uses.
- B. The location and dimensions of streets, rights-of-way, drives and parking spaces.
- C. The location and size of manufactured home sites.

- D. The location and size of service buildings and recreation areas.
- E. The location and type of screening, fences, or hedges.
- F. The names and addresses of abutting property owners and of developers. Any manufactured home, service building, or recreation area located in any manufactured home park shall be placed in accordance with an approved development plan.
- G. Existing and finished contours at intervals not more than two feet.
- H. The location of fire hydrants if applicable.
- I. Storage areas.
- J. Dumpsters, if applicable.

5:10.5. Design standards.

5:10.5-1. Park size. The minimum area for a manufactured home park shall be two acres.

5:10.5-2. Site size. Each manufactured home shall be on a site not less than 4,500 square feet in area. The maximum number of manufactured homes shall not exceed ten units per acre when public water and sewer are available, four units per acre when only public water is available, and one unit per acre when neither public water or sewer are available.

5:10.5-3. Setbacks. No manufactured home shall be located closer than 35 feet to the right-of-way line of a public street or highway or closer than 15 feet from side and rear property lines.

5:10.5-4. Off-street parking. Off-street vehicular parking shall be as follows: Two spaces for each manufactured home. One space for each employee shall be provided at each service or recreation area.

5:10.5-5. Access. No manufactured home shall have direct access to a public street or highway. All manufactured home sites shall have access to an all weather interior roadway which is not less than 30 feet in width having a paved surface not less than 20 feet in width. Roads with parallel parking on one side shall have a paved surface of 28 feet with a five foot right-of-way on each side.

5:10.5-6. Screening. Where any property line of a manufactured home park abuts land zoned for or occupied by another residential use, there shall be provided and maintained along the property line of the manufactured home park a continuous visual screen not less than six feet in height. The screen shall be a combination of a wall, fence, and dense evergreen hedge or other type of evergreen foliage. Natural plant materials must be capable of reaching six feet in height after a three-year growing period.

5:10.5-7. Utility requirements. Within the area zoned, each manufactured home site in a manufactured home park shall be provided with approved water and sewer service which is connected to the municipal water and sewerage systems or other systems meeting the approval of the state and county health departments.

5:10.5-8. Recreation areas. Recreation space of not less than 200 square feet of usable land for each manufactured home site shall be provided in the manufactured home park. For purposes of this section, "Usable Open Space" shall be construed to mean parks, open space, and recreation amenities such as clubhouse, swimming pool, or similar improvements. When the anticipated population shall include children, a play area shall be provided of no less than 400 square feet.

5:10.5-9. Patio or deck. For each manufactured home there shall be constructed a permanent patio located adjacent to or attached to the manufactured home pad. The patio shall be at least 162 square feet in area of concrete or masonry construction. Each patio shall have sufficient

gradient to direct drainage away from the manufactured home pad. The patio shall not be within five feet of the property line. In lieu of the patio, a treated wood deck of the same dimensions may be used.

5:10.5-10. Operating requirements. The operator of each manufactured home park shall comply with all state and county health department rules and regulations governing the sanitation and operation of manufactured home parks.

5:10.5-11. Garbage disposal. Garbage containers with tight fitting covers shall be required for each site to permit the disposal of all garbage and rubbish. Collection will be on a regular basis to ensure the containers shall not overflow. In lieu of individual containers, a 20 cubic yard dumpster for every 20 manufactured homes may be provided. Refuse shall not be disposed of within the park.

5:10.5-12. Anchors. Each manufactured home shall be anchored according to the HUD regulation of the National Manufactured Housing Construction and Safety Standards Act as required of each manufacture specification.

5:10.5-13. Dead-end roads. Closed ends of dead-end roads shall be provided with a cul-de-sac paved to a minimum of a 35-foot radius.

5:10.5-14. Occupancy. There shall be no less than ten manufactured home spaces available at first occupancy.

5:10.5-15. Foundation wall. Foundation enclosures shall be required around the perimeter of each manufactured home from the base of the home to the ground. Development owners shall advise each home owner of this requirement to ensure the safety of residents from animals and other infestations. Residents shall comply within a six-month period and it shall be the responsibility of the land owner to advise each manufactured home owner of the required time period to complete the enclosure.

5:10.5-16. Street lighting. All streets within the park shall be lighted at night. The lighting system shall be in accordance with standards recognized by the appropriate utility provider and the National Electric Codes.

5:10.5-17. Storage area. On each manufactured home site, a space shall be designated for a storage building.

5:10.5-18. Drainage plan. Stormwater management and sedimentation and erosion control plans shall be submitted to the county soil and water conservation district and approved prior to final approval being granted by the zoning administrator.

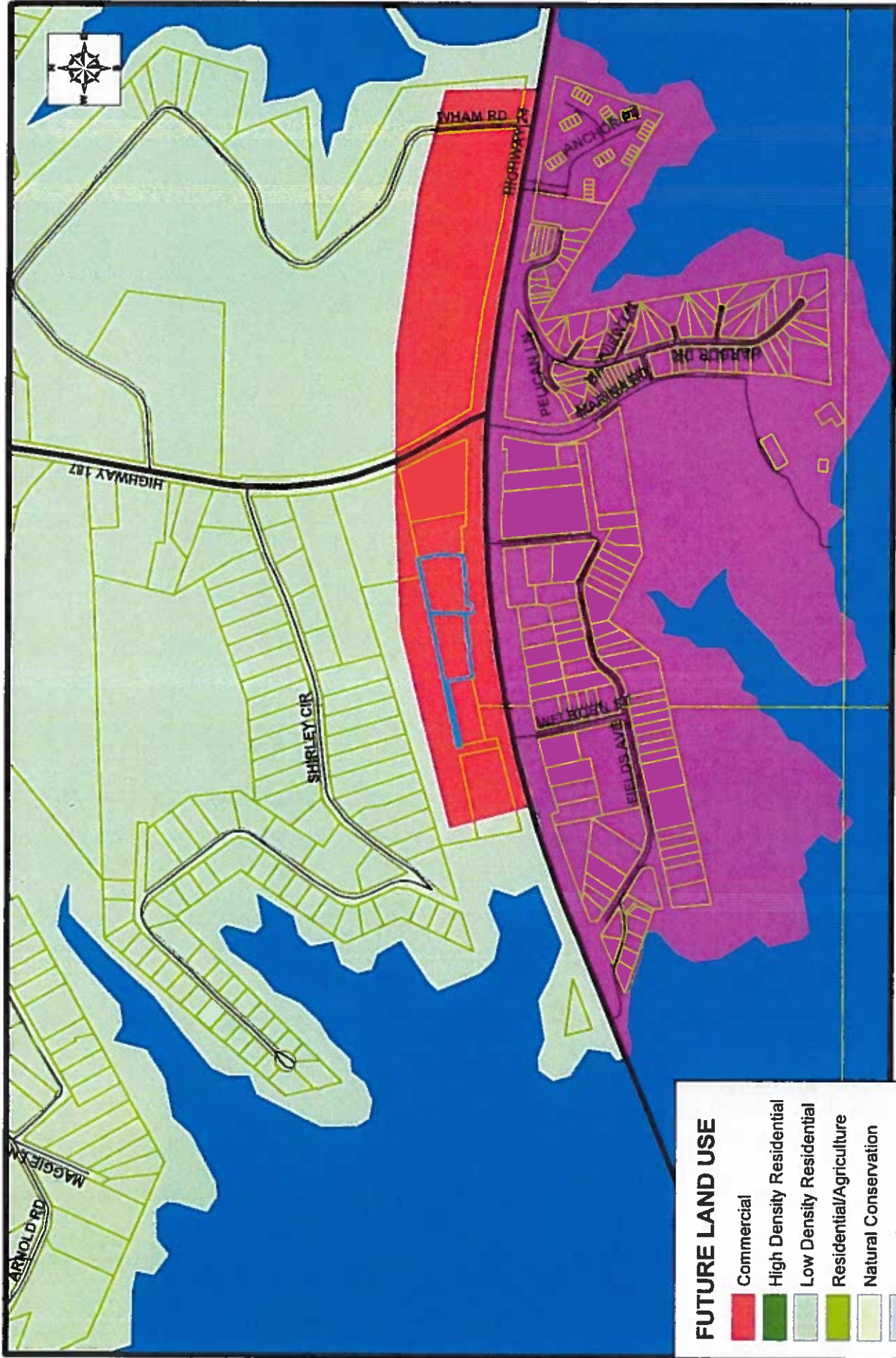
5:10.5-19. Street names. Permanent street names approved by the planning commission shall be assigned to each road within the development.

5:10.6. Preexisting manufactured home parks. Manufactured home parks or subdivisions which were lawfully in existence and operating on October 4, 1983, under valid permits issued by Anderson County council but which do not conform to requirements set forth in this section shall be considered a nonconforming use. However, nonconforming parks may be expanded if in accordance with prior approvals.

(Ord. No. 99-004, §§ 5:10—5:10.6, 7-20-99)

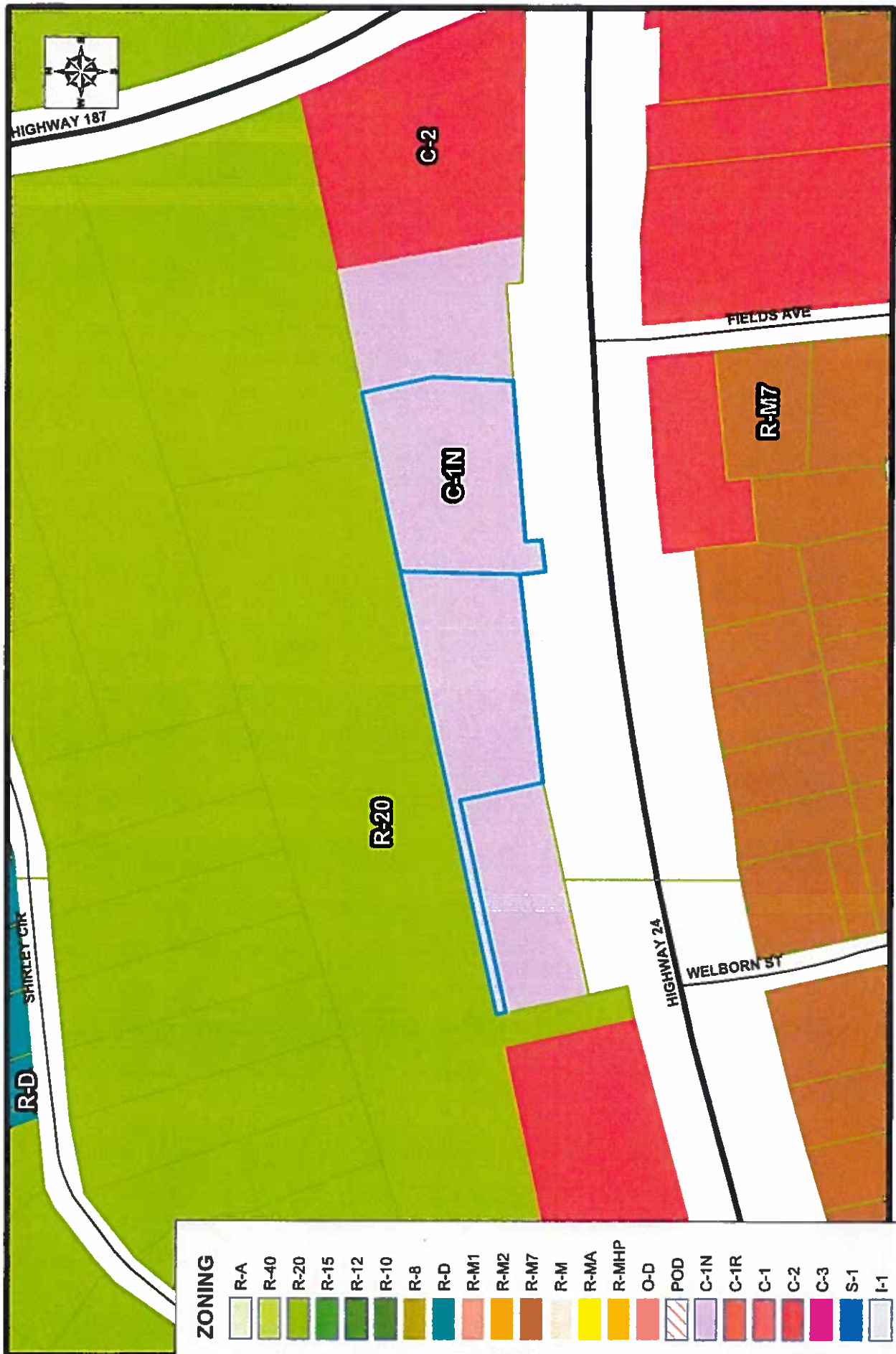


**Rezoning Request
5502 Highway 24
C-1N to R-MHP**



Rezoning Request 5502 Highway 24 C-1N to R-MHP

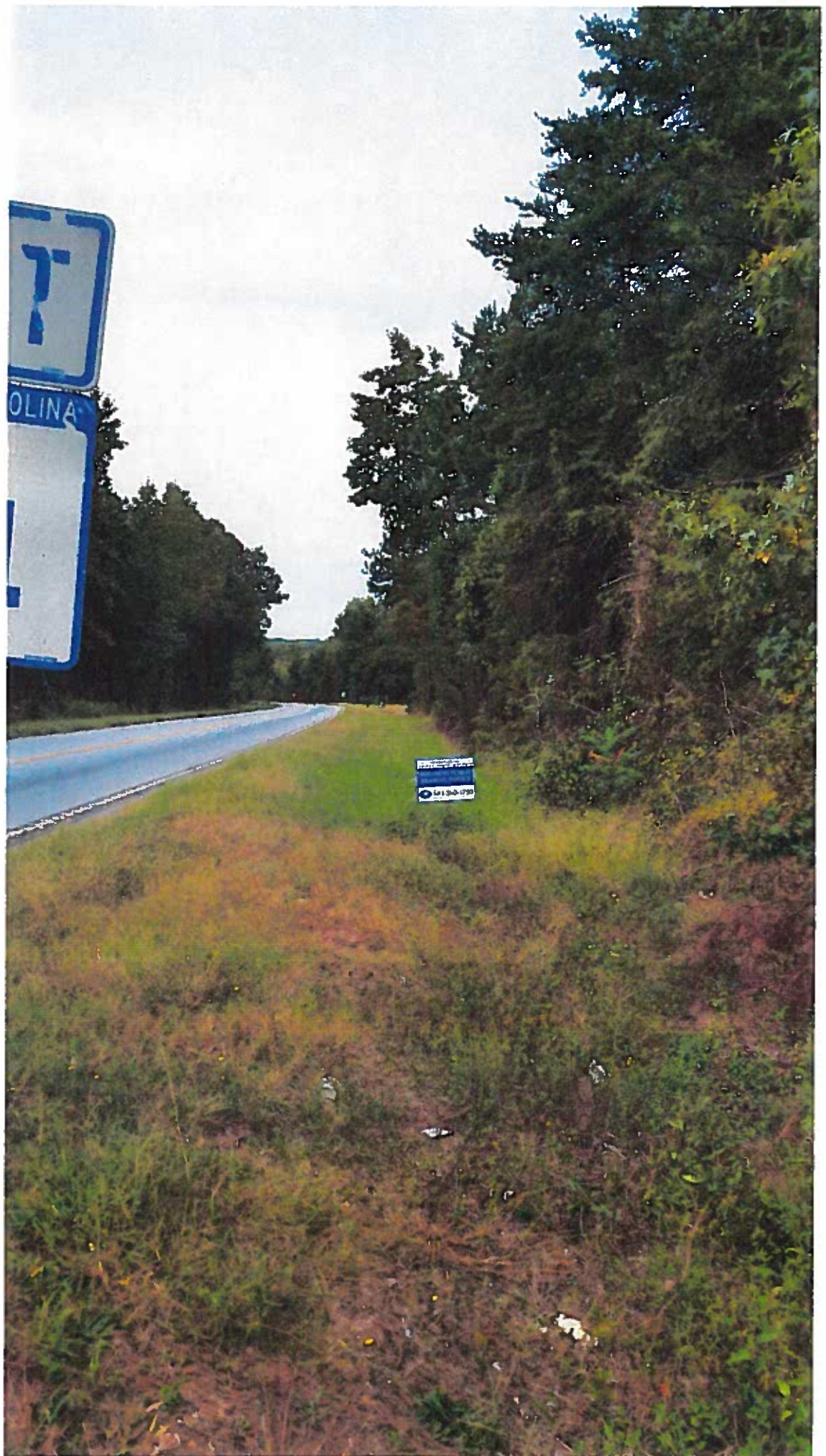


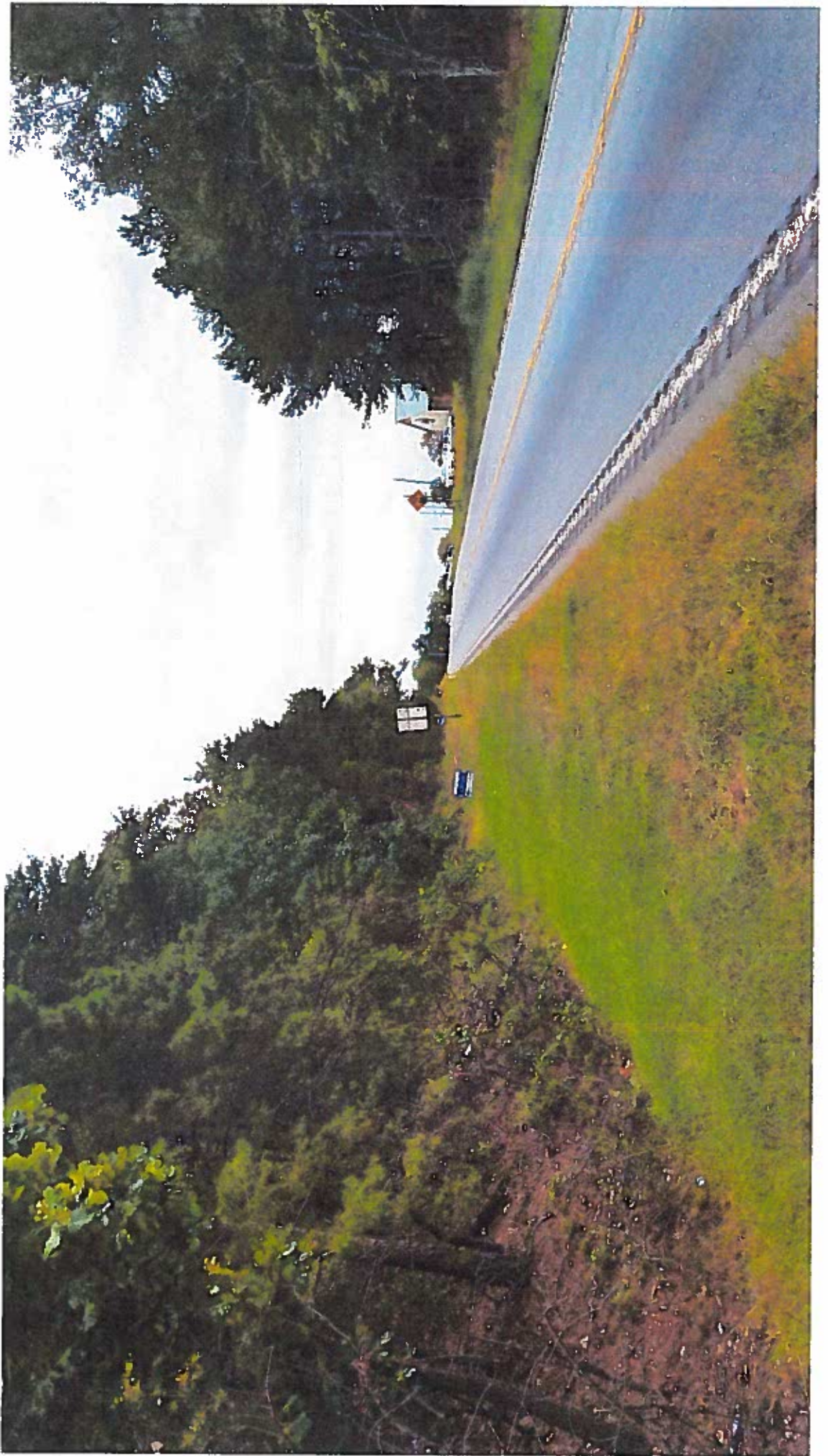


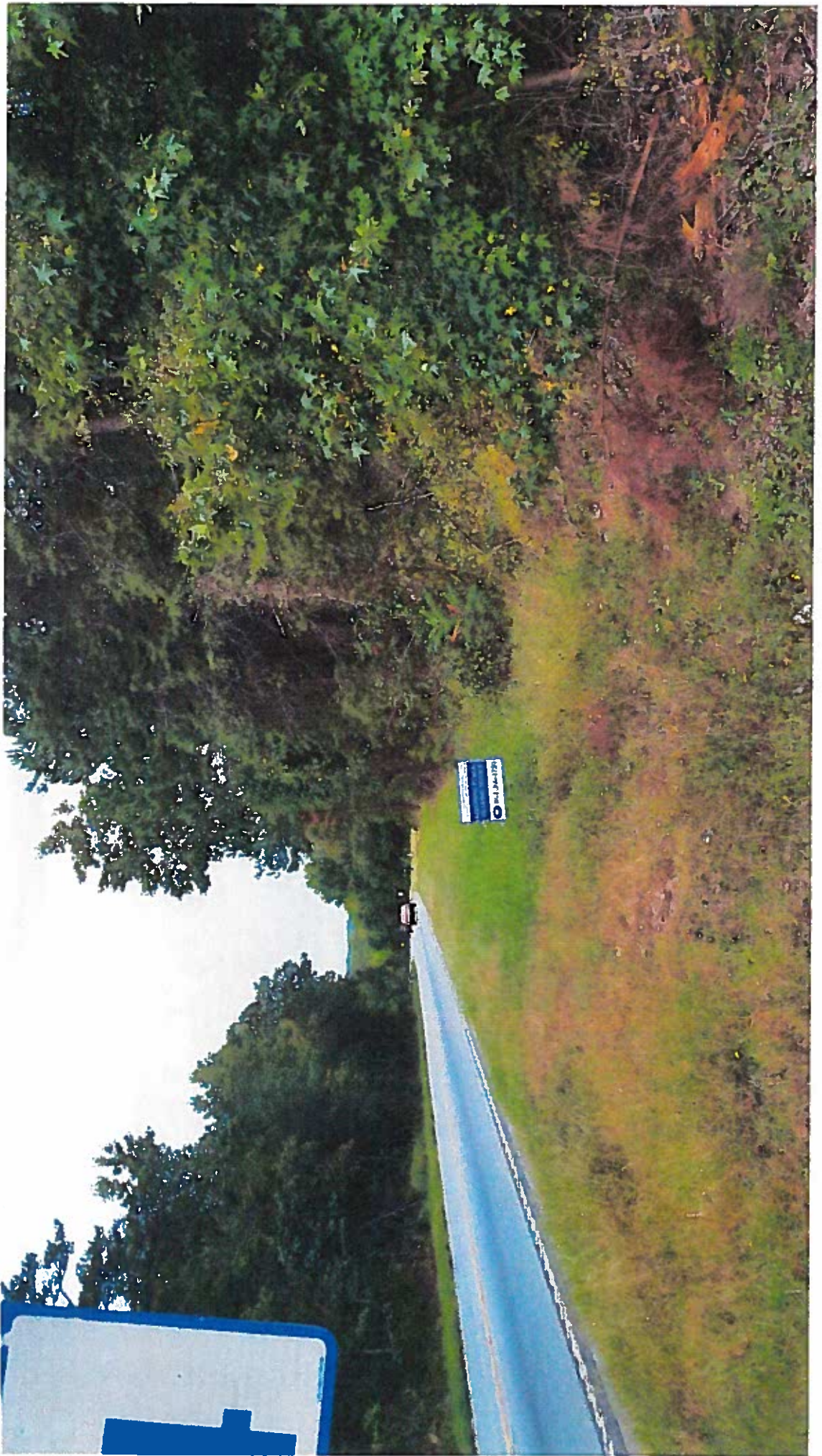
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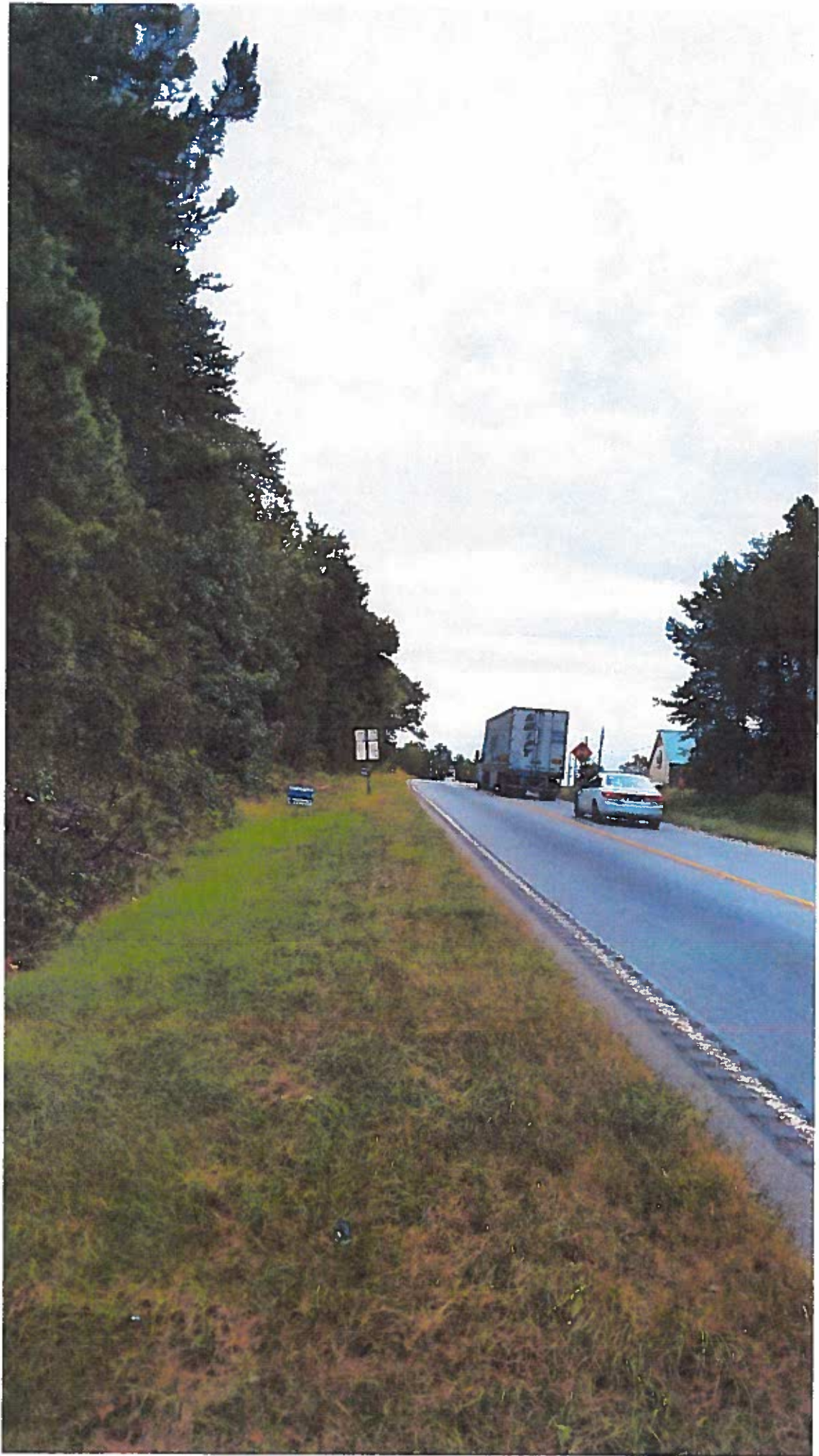
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**Rezoning Request
5502 Highway 24
C-1N to R-MHP**









**Anderson County Planning Commission
Staff Report
October 2015**

2015-040
D4
FIRST READ / PH
Title Only

Applicant:	John Kevin Monday
Current Owner:	John Kevin Monday
Property Address:	5575 Highway 187, Anderson
Precinct:	Mount Tabor
Council District:	Four (4)
TMS #(s):	027-00-01-003
Acreage:	+/- 33.75
Current Zoning:	R-20
Requested Zoning:	R-A
Surrounding Zoning:	North: R-20 South: R-20 East: Right of way for Highway 187, then R-20 West: Lake Hartwell
Evaluation:	This request is to rezone the parcel of property described above from R-20 (Residential 20,000 square foot lots) to R-A (Residential-Agricultural). The applicant's stated purpose for rezoning is for use as a single family residence with the ability to farm and raise a small number of farm animals.
Staff Recommendation:	The subject property is adjacent located in an area adjacent to large lot single family residential uses as well as agricultural uses. The area is generally agricultural in nature. Due to the compatibility with the Future Land Use Map and surrounding uses, staff recommends approval of this request.

Zoning Advisory

Group Recommendation: The District 4 Zoning Advisory Group met on October 7, 2015; and recommended **Approval** of a request to rezone from R-20 to R-A. The vote was 3 in favor, 0 opposed, and 0 absent.

Planning Commission

Recommendation: The Anderson County Planning Commission met on October 13, 2015, and after a duly noted public hearing recommended **Approval** of a request to rezone from R-20 to R-A. The vote was 6 in favor, 1 opposed, and 0 absent.



Rezoning Application

9-10-15
Date of Application Completion

Application Status (Approved or Denied)

Applicant's Information

Name: John Kevin Monday
Mailing Address: 6797 Thoreau Lane, Baltimore OH 43105
Telephone and Fax: P: 616-846-0804 E-Mail: Kevin.Monday@hgwrap.com
Fax: 866-337-4016

Owner's Information

(If Different from Applicant)

Name: Same
Mailing Address: _____
Telephone and Fax: _____ E-Mail: _____

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

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

Owner's Signature _____

Date _____

Project Information

Property Location: 5575 Hwy 187, Anderson SC 29625
Parcel Number(s)/TMS: 270001003
County Council District: _____ School District: _____
Total Acreage: 33.75 Current Land Use: Vacant
Current Zoning: R-20 Requested Zoning: R-A
Purpose of Rezoning: Use as farm

Private Covenants or Deed Restrictions on the Property: Yes ☐

No ☒

If you indicated no, your signature is required.

John K. Monday
Applicant's Signature

9-10-15
Date

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

Comments: _____

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

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

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

As the applicant, I hereby confirm that the required information and materials for this application are authentic and have been submitted to the Anderson County Public Works Division - Planning & Community Development.

John K. Monday
Applicant's Signature

9-10-15
Date

Page 2 of 2

For Office Use Only:

Application Received By: Alagione Date Complete Application Received: _____
Application Fee Amount Paid: \$250.00 Check Number: CND-1001
Scheduled Advisory Public Hearing Date: 10/7/15 Citizens' Advisory Recommendation: _____
Scheduled Commission Public Hearing Date: 10/13/15 Planning Commission Recommendation: _____
Scheduled Council Public Hearing Date: _____ County Council Decision: _____



Rezoning Application Supplement Planning Commission Review Criteria

Date of Application Completion

Application Status (Approved or Denied)

Project Information

Property Location: 5575 Hwy 187, Anderson, SC

County Council District: _____ School District: _____

Total Acreage: 33.75 Current Land Use: pasture + woods

Current Zoning: R-20 Requested Zoning: R-A

Purpose of Rezoning: To use the property as a farm with horses and livestock.

How will this proposal be compatible with surrounding properties? The adjacent property is pasture land and the property across the street has horses.

How will this proposal affect the use and value of the surrounding properties? No affect in use or value as it's consistent with surrounding properties

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

No, the area is low density population per the Anderson County Comprehensive Plan

What would be the increase to population and traffic, if the proposal were approved? None

The property would not be divided to develop.

What would be the impact to schools and utilities, if the proposal were approved? No impact
to schools or utilities

How is the proposal consistent with the Anderson County Comprehensive Plan; particularly the Future Land Use Map? This area is slated as low density
population which is consistent with
R-A zoning

Are there existing or changing conditions which affect the development of the property and support the proposed request? The property would NOT be divided for
development. The land use would be
consistent with R-A zoning

33.75 acres
Additional Comments: We purchased this property with the
intent to move there within the next year. We
want to use the property as a farm with horses
and livestock. A great environment to raise
our kids.

On a separate page, please provide any additional information or evidence that supports your request and the statements that you have provided in this application and supplement.

Page 2 of 2

For Office Use Only:

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

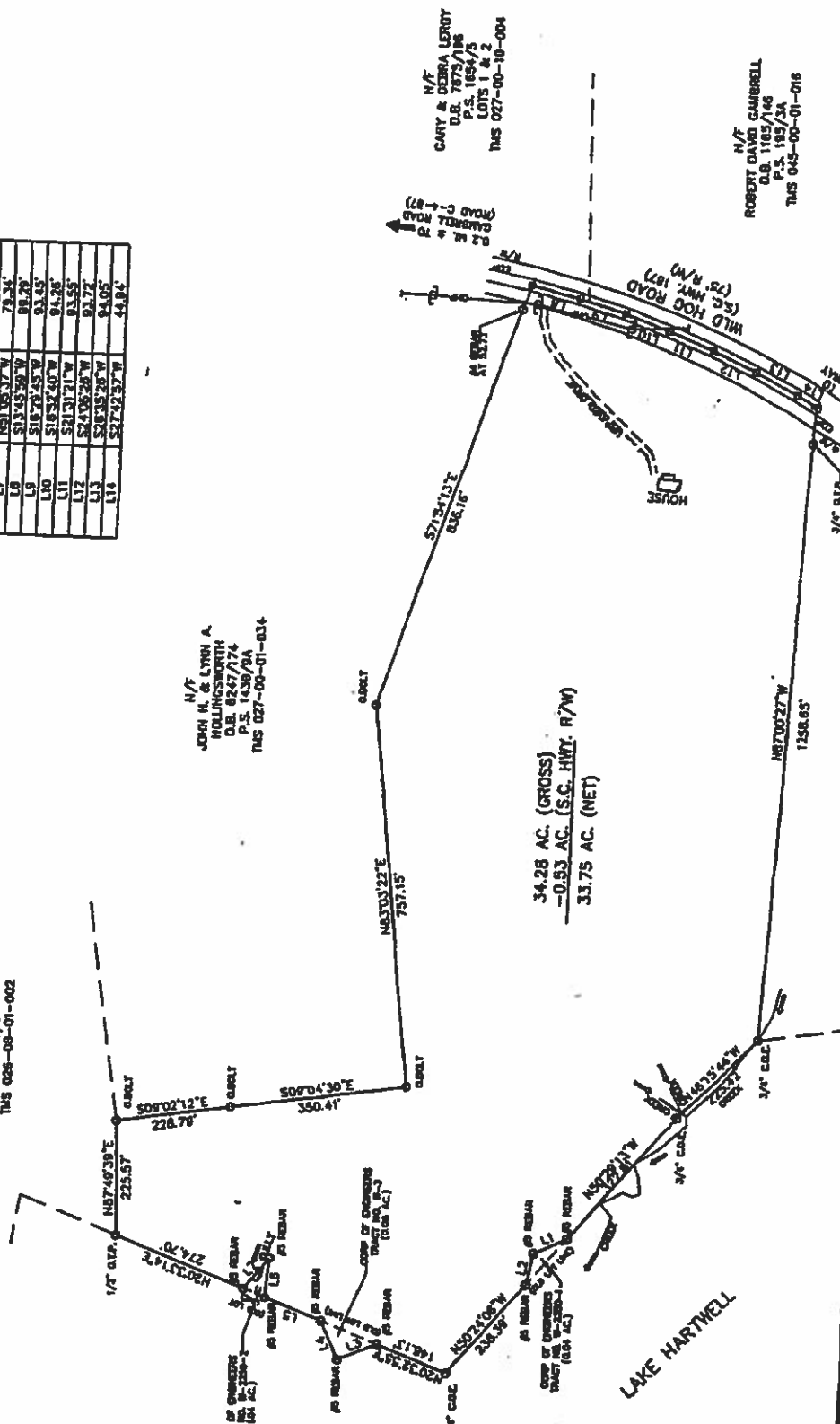
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L2	N78°18'15"W	63.00'
L3	N42°41'04"W	84.44'
L4	N68°11'57"E	84.58'
L5	N42°32'28"E	119.47'
L6	S82°30'37"E	70.44'
L7	N51°05'37"W	70.34'
L8	S13°45'50"W	60.20'
L9	S16°20'45"W	93.45'
L10	S16°34'40"W	84.28'
L11	S21°31'21"W	83.65'
L12	S24°05'28"W	93.72'
L13	S28°35'26"W	94.05'
L14	S27°42'52"W	44.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N42°50'48"W	70.00'
L2	N78°18'15"W	63.00'
L3	N42°41'04"W	84.44'
L4	N68°11'57"E	84.58'
L5	N42°32'28"E	119.47'
L6	S82°30'37"E	70.44'
L7	N51°05'37"W	70.34'
L8	S13°45'50"W	60.20'
L9	S16°20'45"W	93.45'
L10	S16°34'40"W	84.28'
L11	S21°31'21"W	83.65'
L12	S24°05'28"W	93.72'
L13	S28°35'26"W	94.05'
L14	S27°42'52"W	44.00'

N/F
JOHN H. & LYNN A.
HOLLINGSWORTH
O.B. 8247/174
P.S. 1438/BA
TMS 027-00-01-034

N/F
CARY & DEBRA LEROY
D.B. 7873/196
P.S. 1654/3
LOTS 1 & 2
HMS 027-00-10-004

M/F
ROBERT DAVID GAMERELL
O.B. 1165/146
P.3. 195/3A
TMS 045-00-01-016



Section 5:2. - R-A, Residential agricultural district.

The purpose of this district is to provide for a full range of agricultural activities. This district also provides for spacious residential development for those who choose this environment and prevents untimely scattering of more dense urban uses that should be confined to areas planned for efficient extension of public services.

5:2.1. Uses permitted.

Agricultural crops, including pens and structures for the raising of farm animals.

Barns.

Community recreational area.

Dwelling, single-family detached.

Dwelling, single-family detached—Manufactured single-section home.

Dwelling, single-family detached—Manufactured multi-section home.

Home occupation. (Subject to the requirements in section 6:11).

Nursery/greenhouse.

Portable or temporary school classroom.

Riding academies.

Riding stables.

Sign—Identification. (Subject to the provisions of the sign ordinance).

Sign—Occupancy.

Sign—Temporary. (Pertaining to the lease or sale of a building or premises).

Temporary building, incidental to construction and used primarily for storage of equipment, tools, building materials, and other items located on the same site and which shall be completely removed from the site upon completion of such construction; or temporary sales office used exclusively for the sale of properties or dwelling units located within the same development or subdivision and contained either within a building which will be completely removed immediately after all sales are completed, or within a building which will be sold or used as a residential dwelling unit immediately after all sales are completed.

Tree farm.

Uses and structures customarily accessory to the permitted uses.

5:2.2. Uses permitted by special exception. The following uses may be permitted by special exception by the board of zoning appeals in accordance with provisions in article 7.

Bed and breakfast homestays, host homes, and guest homes.

Cemetery. (Subject to the provisions of section 7:15.)

Child care center.

Churches, convents, and monasteries.

Communication towers. (Subject to the provisions of section 7:18.)

Country club.

Fire stations.

Landscaping business.

Library.

Private airstrip.

Private recreation area.

Public park and playground.

Public utility building and use.

Recycling drop box. (Subject to the provisions of section 7:13.)

Roadside stand for the sale of crops, produce, fruit, etc., produced on the property.

Schools—Public, parochial or private.

Temporary accessory residential use. (Subject to the provisions of section 7:9.)

Transportation and utility easement and right-of-way.

Veterinary clinic.

Veterinary hospital.

Other public and semipublic uses which are considered to be compatible with the aforementioned uses.

5:2.3. Lot area. The minimum lot area shall be one acre.

5:2.4. Lot width. Minimum lot width for a single-family detached dwelling shall be 30 feet with 100 feet at the building line.

5:2.5. Front yard. The minimum depth of the front yard measured from the street right-of-way line shall be 30 feet on a residential service street, 40 feet on a collector street, and 50 feet on an arterial street except when a right-of-way has not been established or is not known; then the setback shall be measured from the centerline of the existing road and each required setback shall be increased by a minimum of 25 feet. In the event an existing right-of-way exceeds 25 feet from the center of the road, the setback shall be measured from the right-of-way.

5:2.6. Side yard. The minimum width of a residential side yard shall be ten percent of the total lot width or ten feet, whichever is greater, except that any side yard abutting on a street or highway shall not be less than 20 feet in width. The side yard is not required to be more than 25 feet.

5:2.7. Rear yard. The minimum depth of the rear yard shall be 25 feet.

5:2.8. Off-street parking. Off-street parking shall be provided in accordance with provisions set forth in section 6:9.

5:2.9. Skirting. Skirting or a curtain wall, unpierced except for required ventilation and access door, must be installed and maintained so that it encloses the area under manufactured homes. The

foundation skirting or curtain wall may be of brick, masonry, or vinyl or similar materials designed and manufactured for permanent outdoor installation. Material used for skirting should be erected so as not to create a fire hazard and maintained in good state of repair.

A. Crawl space shall be provided with ventilation as per Section R-309.1 of the CABO (Council of American Officials One and Two-family) Code.

B. Access to the crawl space shall be a minimum of 18" x 24" as per R-309.2 of the CABO Code.

5:2.10. Supplementary setback. Where a permitted R-A use abuts a church, public park or playground, or school—public, parochial, or private, existing at the time of adoption of this chapter, new barns or structures for farm animals or farm products larger than 3,000 sq. ft., shall not be constructed within 300 feet of the property boundary of the previously existing use. New barns or structures for farm animals or farm products of 3,000 sq. ft., or less, may be constructed within 50 feet of the previously existing use.

(Ord. No. 99-004, §§ 5:2—5:2.10, 7-20-99; Ord. No. 00-040, § 1.a, 10-17-00; Ord. No. 00-050, 9-19-00)

Section 5:3. - R-40, R-20, R-15, R-12, R-10, and R-8, Single-Family Residential Districts.

These residential districts are established as areas in which the principal use of land is for single-family dwellings and for related recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area. The regulations for these districts are intended to discourage any use which, because of its characteristics, would interfere with the development of or be detrimental to the quiet residential nature of the area included in the districts.

5:3.1. Uses permitted.

Community recreational area.

Dwelling, single-family detached.

Dwelling, single-family detached—Manufactured multi-section home. (Subject to requirements of section 6:15.)

Home occupation. (Subject to requirements in section 6:11.)

A portable temporary school classroom.

Sign—Identification. (Subject to the provisions of the sign ordinance.)

Sign—Occupancy. (Subject to the provisions of sign ordinance.)

Sign—Temporary. (Pertaining to the lease or sale of a building or premises.)

Temporary building, incidental to construction and used primarily for storage of equipment, tools, building materials, and other items located on the same site and which shall be completely removed from the site upon completion of such construction; or temporary sales office used exclusively for the sale of properties or dwelling units located within the same development or subdivision and contained either within a building which will be completely removed immediately after all sales are completed, or within a building which will be sold or used as a residential dwelling unit immediately after all sales are completed.

Uses and structures customarily accessory to the permitted uses.

5:3.2. Uses permitted by special exception.

Bed and breakfast homestays, host homes, and guest homes.

Cemetery. (Subject to the provisions of section 7:15.)

Church.

Church related childcare centers.

Communication towers. (Subject to the provisions of section 7:18.)

Fire station.

Golf course including a clubhouse and other improvements.

Horses/ponies in R-15 and R-20. (Subject to [section] 7:4.)

Police station.

Private recreation area. (Subject to the provisions of section 7:6.)

Public park and playground.

Public utility building and use.

Recycling drop box. (Subject to the provisions of section 7:13.)

School—Public, parochial, and private.

Transportation and utility easement and right-of-way.

Other public and semipublic uses which are considered to be compatible with the aforementioned uses.

Temporary accessory residential use. (Subject to the provisions of section 7:9.)

5:3.3. Accessory building setback.

Accessory buildings may be located in the rear yard, provided that they are set back not less than five feet from any lot line and occupy not more than 20 percent of the rear yard.

5:3.4. Off-street parking.

Off-street parking shall be provided in accordance with the provisions set forth in section 6:9.

5:3.5. Minimum requirements—Residential lots.

	R-40	R-20	R-15	R-12	R-10	R-8
Lot Area (Sq. Ft.)	40,000 See No. 1	20,000 See No. 1	15,000 See No. 1	12,000 See No. 1	10,000 See No. 1	8,000 See No. 1

w/ Lot Area Averaging	30,000 See No. 4	15,000 See No. 4	11,250 See No. 4	9,000 See No. 4	7,500 See No. 4	6,000 See No. 4
Lot Width	60 ft.	60 ft.	60 ft.	60 ft.	60 ft.	60 ft.
Front Yard Setback	See No. 2	See No. 2	See No. 2	See No. 2	See No. 2	See No. 2
Side Yard Setback	10% of lot width See No. 3	10% of lot width See No. 3	10% of lot width See No. 3	10% of lot width See No. 3	10% of lot width See No. 3	10% of lot width See No. 3
Rear Yard Setback	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.

5:3.6. Minimum requirements—Nonresidential lots.

	R-40	R-20	R-15	R-12	R-10	R-8
Lot Area (Sq. Ft.)	50,000 See No. 1	30,000 See No. 1	30,000 See No. 1	30,000 See No. 1	30,000 See No. 1	30,000 See No. 1
Lot Width	200 ft.	200 ft.	200 ft.	200 ft.	200 ft.	200 ft.
Front Yard Setback	See No. 2	See No. 2	See No. 2	See No. 2	See No. 2	See No. 2
Side Yard Setback	25 ft. See No. 3	25 ft. See No. 3	25 ft. See No. 3	25 ft. See No. 3	25 ft. See No. 3	25 ft. See No. 3
Rear Yard Setback	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.

When calculating the minimum lot area within the R-40, R-20, R-15, R-12, R-10, and R-8, Single-Family Residential Districts, the area adjacent to a lot designated as being county owned right-of-way may not be included in the computation and determination of the minimum lot area required under this section. In the case of multiple lot frontages, only the single lot frontage with the greatest length shall be used in computing the minimum lot area.

This provision does not diminish the county's rights and privileges to use the right-of-way nor does it confer any additional rights or privileges concerning the county owned right-of-way to any adjacent landowner.

No. 2

The minimum depth of the front yard measured from the street right-of-way line shall be 20 feet on a residential service street, 30 feet on a collector street, and 50 feet on an arterial street, except that when a right-of-way has not been established or is not known, the setback shall be measured from the edge of the pavement or back of the curb, if present, and each required setback shall be increased by a minimum of ten feet.

No. 3

The minimum width of a residential side yard shall be ten percent of the total lot width but not to exceed 25 feet. The minimum width of a nonresidential side yard shall be 25 feet measured from the property line. For residences, accessory buildings, and nonresidential uses located on corner lots, the minimum side yard width measured from the street right-of-way line shall be 20 feet on a residential service street, 30 feet on a collector street, and 40 feet on an arterial street.

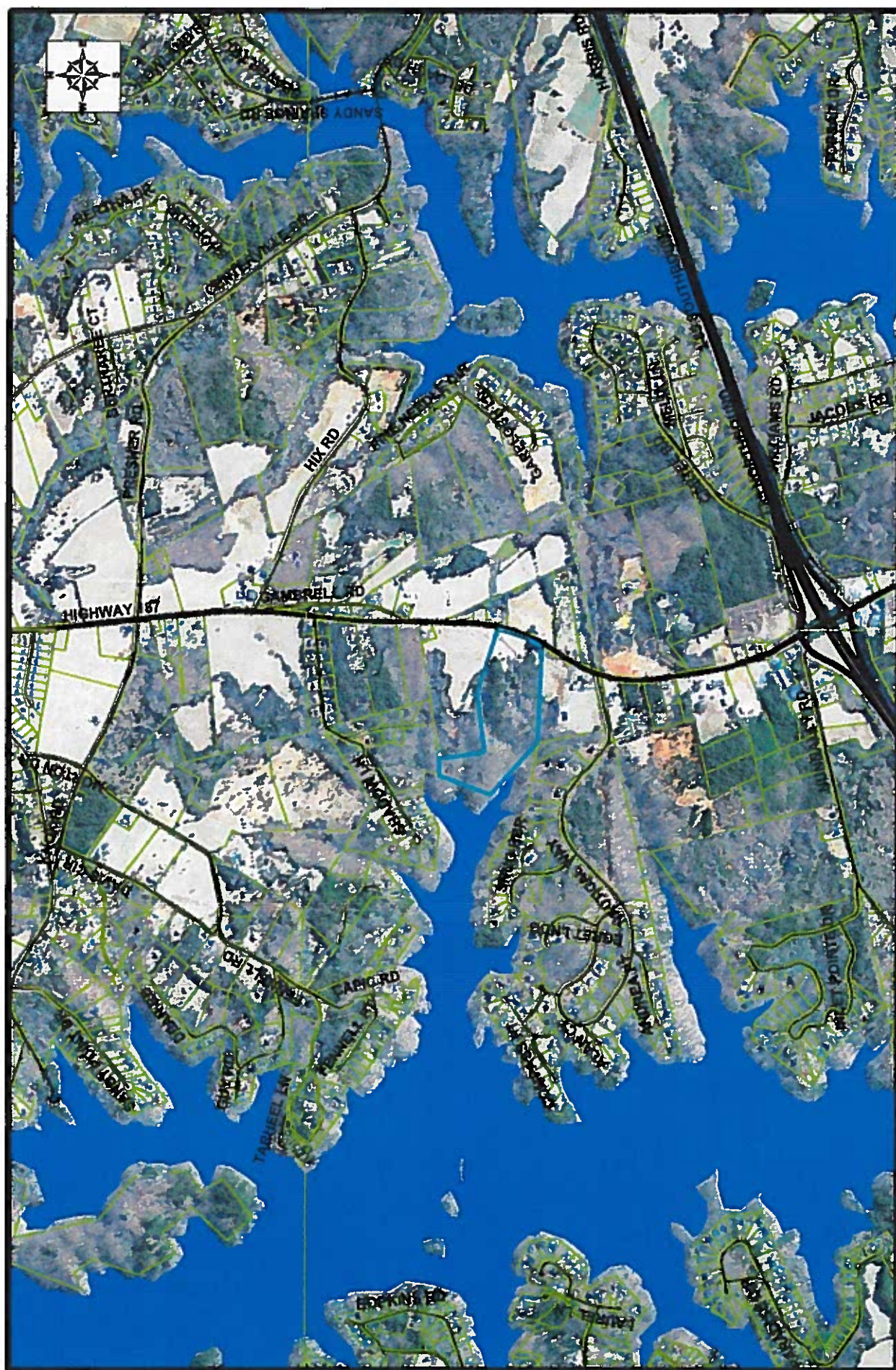
No. 4

Lot area averaging may be utilized in new developments with no minimum acreage required. When calculating the minimum lot area within the R-40, R-20, R-15, R-12, R-10, and R-8, Single-Family Residential Districts, the minimum square footage of individual lots may be reduced by up to 25 percent provided the average lot size for the entire subdivision meets the zoning classification's minimum lot area and is indicated on an approved preliminary or summary subdivision plat. A maximum lot credit will be used in calculating the minimum lot area for each district as depicted on the chart below. When using lot averaging, the adjoining county owned right-of-way may not be included in the minimum lot calculation.

25% LOT AVERAGING NO MINIMUM ACREAGE REQUIRED						
Anderson County Zoning Classifications	R-8	R-10	R-12	R-15	R-20	R-40
Maximum Lot Credit	16,000	20,000	24,000	30,000	40,000	80,000
Average Square Footage	8,000	10,000	12,000	15,000	20,000	40,000
Average Reduced by 25%	6,000	7,500	9,000	11,250	15,000	30,000
Typical Right-of-Way	0	0	0	0	0	0

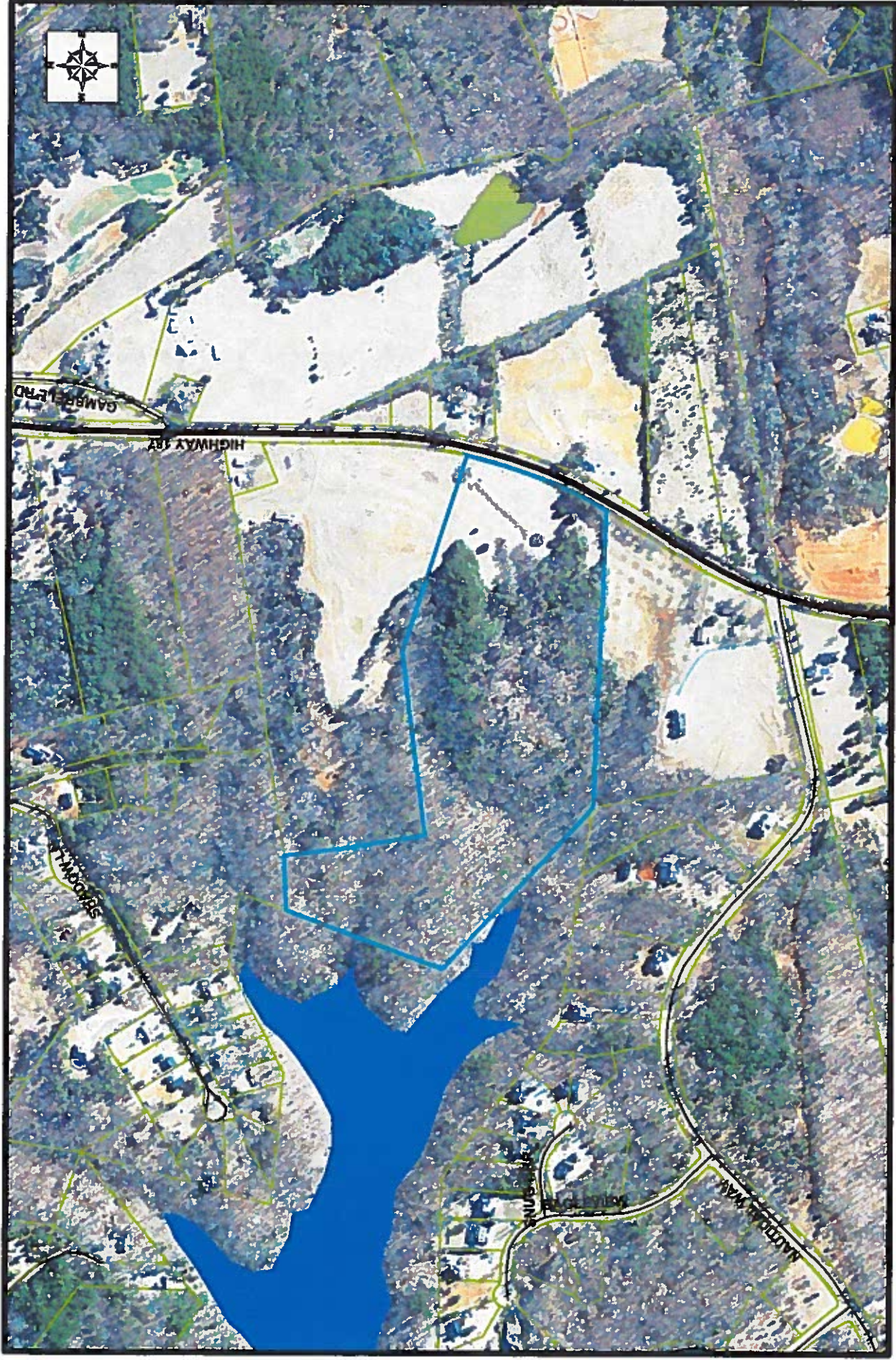
Resulting Minimum Lot Size	6,000	7,500	9,000	11,250	15,000	30,000
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(Ord. No. 99-004, § 5:3—5:3.6, 7-20-99; Ord. No. 00-040, §§ 1.b, 1.c, 10-17-00)



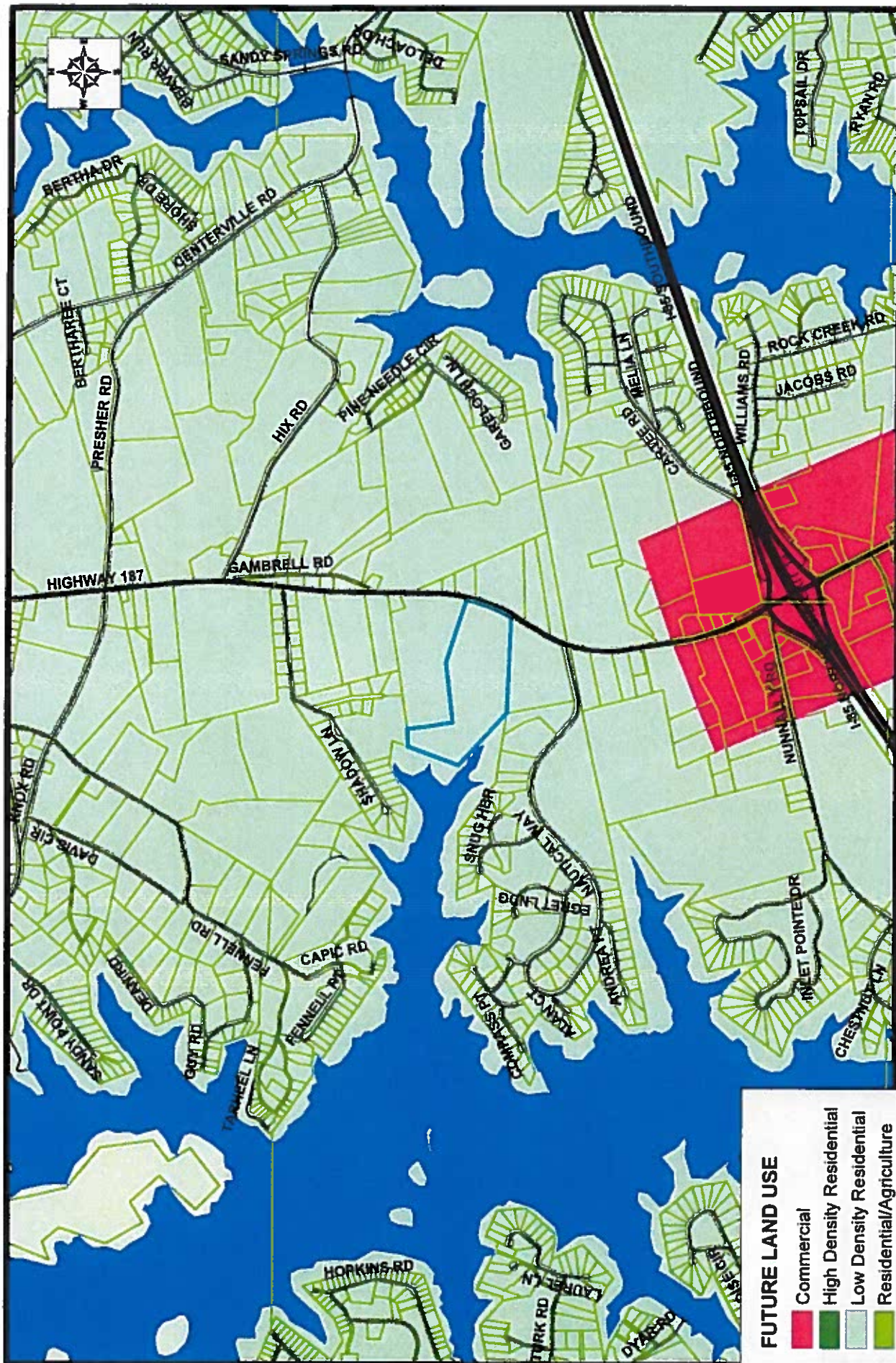
Rezoning Request 5575 Highway 187 R-20 to R-A





**Rezoning Request
5575 Highway 187
R-20 to R-A**

0 550 1,100 Feet



Rezoning Request 5575 Highway 187 R-20 to R-A

0 1,800 3,600 Feet

FUTURE LAND USE

- Commercial
- High Density Residential
- Low Density Residential
- Residential/Agriculture
- Natural Conservation
- Industrial
- Public/Semi-Public
- Utilities
- Village Cluster



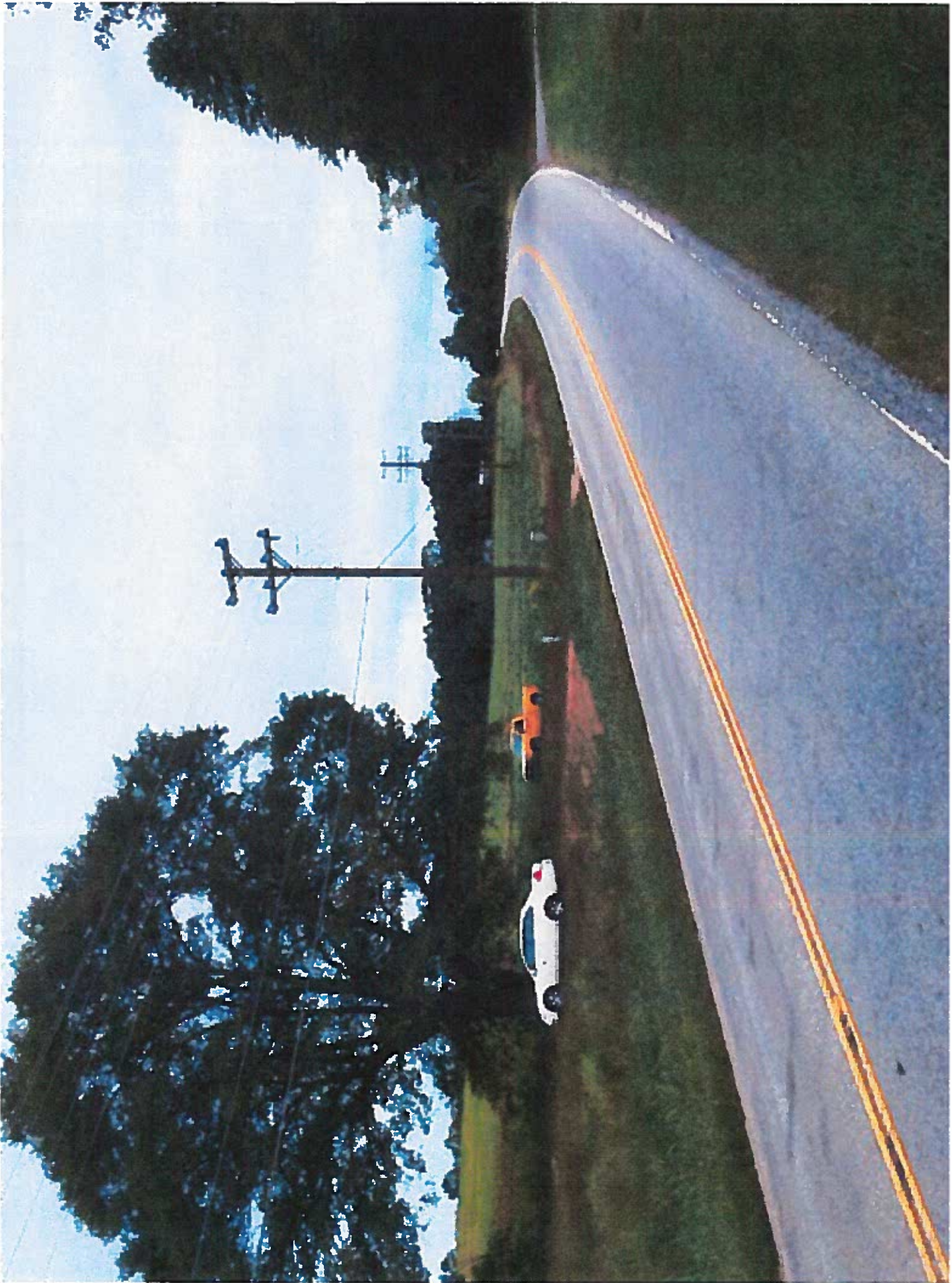
Rezoning Request 5575 Highway 187 R-20 to R-A

0 1,800 3,600 Feet



Rezoning Request 5575 Highway 187 R-20 to R-A







RESOLUTION NO. R2015-061

A RESOLUTUION AUTHORIZING THE ANDERSON COUNTY ROADS AND BRIDGES DEPARTMENT TO PERFORM MAINTENANCE ON CERTAIN IDENTIFIED ROADS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Roads & Bridges Department has received communications regarding the need for maintenance of certain county paved and gravel roads;

WHEREAS, the Anderson County Roads & Bridges Department has compiled a list of maintenance/improvement requests from the public on certain County paved and gravel roads; and

WHEREAS, the lists of County paved and gravel roads and the requested activities for each have been provided to the County Administrator and are attached hereto.

NOW, THEREFORE, be it resolved by Anderson County Council in meetings duly assembled that:

1. The Anderson County Council hereby authorizes the County Administrator to direct the County Roads & Bridges Department to conduct the necessary maintenance activities on the County paved roads and the County gravel roads on the attached lists, marked as Exhibit A.
2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
3. 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.
4. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 6th day of October, 2015 in meeting duly assembled.

ATTEST:

FOR ANDERSON COUNTY

Rusty Bums
County Administrator

Tommy Dunn, Chairman
County Council

Kimberly A. Poulin
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney



Anderson County

Public Works Administration

5805 Airport Road, Anderson, SC 29626 • (864) 260-1064 • Fax (864) 260-1063

Memorandum

To: Mr. Rusty Burns, County Administrator
From: Holt Hopkins, Director *HH*
CC: Tony Owens, Roads & Bridges Manager
Date: Tuesday, November 10, 2015
RE: Road Maintenance Approvals

Tommy Dunn
Chairman
Council District 5

Ken Waters
Vice-Chairman
Council District 6

Francis M. Crowder, Sr.
Council District 1

Gracie S. Floyd
Council District 2

Mitchell Cole
Council District 3

Thomas F. Allen
Council District 4

M. Cindy Wilson
Vice-Chairman
Council District 7

Kim A. Poulin
Clerk to Council

Rusty Burns
County Administrator

Below is a list of pending work requests asking us to make improvements to the roads listed. See notes for details of what we are asking approval on.

Dist.	Request	Street	Issue	Description	Note
1	18011	Drainage Issue	EDGEBROOK DRIVE	would like radius on Edgebrook at Concord widened - says more pipe is needed	Permission requested to obtain an encroachment permit from the SCDOT and add up to 8 feet of pipe and junction box to the existing culvert under Concord Rd, to eliminate a sharp drop off at the corner of Concord Rd and Edgebrook Drive.
3	18836	Gravel Road Issue	County Line Road	road needs scraped and c/r - areas are washed out	Permission requested to scrape and add crusher run gravel as needed.
4	18551	Gravel Road Issue	HUGO DRIVE	Asking for scraping and re-graveling, but wou REALLY like the road T&G or paved. Road now has 10 houses on it.	Permission requested to scrape, re-establish ditches, and apply a "Tripple Treatment" of tar and gravel when the weather and funds allow.



Accredited by the
American Public
Works Association

Member of the Anderson County Public Works Division



AMENDED AGENDA

ANDERSON COUNTY FINANCE COMMITTEE MEETING

November 12, 2015 1:00 p.m.

Historic Courthouse – Council Chambers - Second Floor

Chairman Francis M. Crowder, Sr. – Presiding

Tommy Dunn
Chairman
Council District 5

Ken Waters
Vice-Chairman
Council District 6

	<u>Agenda Item</u>	<u>Person Addressing Item</u>
Francis M. Crowder, Sr. Council District 1	1. Call to Order	Chairman Crowder
Gracie S. Floyd Council District 2	2. Invocation and Pledge of Allegiance	Honorable Francis Crowder
J. Mitchell Cole Council District 3	3. MOU-TCTC Kitchen Equipment	Mr. Rusty Burns
Thomas F. Allen Council District 4	4. Bid #16-026 5-Mile Sewer Line-Phase 1	Mr. Robert Carroll
M. Cindy Wilson Council District 7	5. Capital & Debt	
Kimberly A. Poulin Clerk to Council	a. Purchase Agreement-Industrial Park	Mr. Rusty Burns
	b. Reimbursement Resolution-Industrial Park	Mr. Rusty Burns
	c. Resolution Supporting JEDA Bonds-TCTC Student Success Center	Mr. Rusty Burns
	d. Transfer of Dump Truck to TCTC	Mr. Rusty Burns
Rusty Burns County Administrator	6. Transfers	Ms. Rita Davis
	7. Executive Session-Contractual Matters	Mr. Rusty Burns
	8. Citizens Comments	
	9. Adjournment	

Post Office Box 8002
Anderson, SC 29612-8002
864.260.4224
864.260.1046 fax
www.andersoncountysc.org

Members

The Honorable Francis M. Crowder, Sr. Chairman
The Honorable M. Cindy Wilson
The Honorable Tom Allen

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this ____ day of _____, 2015, by and between Anderson County, South Carolina ("County") and Tri-County Technical College ("TCTC").

WHEREAS, TCTC has certain culinary equipment in storage that was previously located at the Anderson Campus and for which space is no longer available; and

WHEREAS, TCTC's Department of Career and Continuing Education ("CCE") desires to lease this culinary equipment to the County under the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises made herein, the legal sufficiency of which is hereby acknowledged, it is agreed as follows:

1. TCTC will lease to the County its culinary equipment that had previously been used at the TCTC Anderson Campus. The Parties will develop an inventory of the culinary equipment and negotiate a lease agreement.

2. The County will place and utilize the equipment in the kitchen area of the Civic Center with TCTC Department of CCE reserving the right to utilize the equipment for its culinary classes, provided, however, that such use by CCE does not interfere with any events scheduled for the Civic Center. It is anticipated that such use by CCE will be scheduled so as not to interfere with Civic Center events and that such use will be on an as needed basis by CCE for culinary demonstrations and class work for CCE students.

3. The County will maintain the culinary equipment in good working order and will be responsible for appropriate insurance coverage on the equipment and use of the equipment.

4. Either Party may terminate this Agreement upon giving ninety (90) days written notice to the other party.

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

6. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

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

8. This Agreement may be amended or modified only by written agreement of the Parties.

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

ANDERSON COUNTY

By: _____
Rusty Burns
Anderson County Administrator

TRI-COUNTY TECHNICAL COLLEGE

By: _____
Richard Cothran
Dean, CCE



#4
pg 1 of 6

10 November 2015

Mr. Derrick Singleton
Anderson County
1500 Dalrymple Rd
Anderson, SC 29626

Dear Mr. Singleton,

Bids were opened for the 5-Mile Interceptor Phase I project on November 10, 2015. Ten bids were received. I have reviewed the bids and am attaching a certified copy herein. Strack, Inc. was the lowest qualified bidder at \$2,644,383.50. I recommend award be made to Strack, Inc.

If you concur with this recommendation, please execute 3 copies of a Notice of Award and return all copies to me. I will then forward them to the Contractor for their execution. Once the contractor has signed, I will return a fully executed copy for your files.

If you have any questions, please call me at your convenience.

Sincerely,
GOODWYN, MILLS AND CAWOOD, INC.

Kevin Laird, PE

Attachments: Certified Bid Tabulation

TABULATION BIDS
5-MILE INTERCEPTOR PHASE I, CGRE150031
FOR Anderson County

BID OPENING: Tuesday, November 10, 2015 @ 11:00 AM

To the best of knowledge, these bids are accurately tabulated and were accepted in accordance with applicable regulations.



Kevin R. Laird, PE, South Carolina License No. 25912
Rockdale Pipeline, Inc. did not extend line items 2.6, 3.6, and 3.7 correctly

30f6

TABULATION BIDS

5-MILE INTERCEPTOR PHASE I, CGRE150031

FOR Anderson County

BID OPENING: Tuesday, November 10, 2015 @ 11:00 AM

Item	Qty.	Unit	Description	Strack, Inc. Fairburn, GA			Moorhead Construction, Inc. Belton, SC			Legacy Water Group Covington, GA		
				Unit Price	Total Price		Unit Price	Total Price		Unit Price	Total Price	
1.0	1	LS	Mobilization (General Conditions)	\$ 69,000.00	69,000.00		\$ 80,000.00	80,000.00		\$ 80,000.00	80,000.00	
1.1	22	LF	8" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (10'-12' cut)	60.50	1,331.00		113.00	2,486.00		139.00	3,058.00	
1.2	65	LF	8" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (>12' cut)	62.50	4,062.50		143.00	9,295.00		139.00	9,035.00	
1.3	53	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (0'-6' cut)	112.00	5,936.00		143.00	7,579.00		199.00	10,547.00	
1.4	33	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (6'-8' cut)	112.00	3,696.00		143.00	4,719.00		199.00	6,567.00	
1.5	9	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (8'-10' cut)	116.00	1,044.00		153.00	1,377.00		199.00	1,791.00	
1.6	34	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (10'-12' cut)	121.00	4,114.00		163.00	5,542.00		199.00	6,766.00	
1.7	953	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (0'-6' cut)	188.50	179,640.50		236.00	224,908.00		220.00	209,660.00	
1.8	1,958	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (6'-8' cut)	188.50	369,083.00		245.00	479,710.00		221.00	432,718.00	
1.9	2,899	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (8'-10' cut)	192.50	558,057.50		257.00	745,043.00		223.00	646,477.00	
2.0	893	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (10'-12' cut)	198.00	176,814.00		267.00	238,431.00		226.00	201,818.00	
2.1	250	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (>12' cut)	209.50	52,375.00		287.00	71,750.00		240.00	60,000.00	
2.2	100	LF	42" Steel Casing, Spacers, and End Seals (Jack and Bore)	1,380.00	138,000.00		1,025.00	102,500.00		2,125.00	212,500.00	
2.3	350	VLF	60" Reinforced Polymer Concrete Manhole	1,300.00	455,000.00		1,175.00	411,250.00		1,475.00	516,250.00	
2.4	12	VLF	48" Reinforced Polymer Concrete Manhole	1,150.00	13,800.00		1,150.00	13,800.00		1,350.00	16,200.00	
2.5	26	EA	Manhole Ring and Cover	540.00	14,040.00		500.00	13,000.00		590.00	15,340.00	
2.7	2	EA	Core Drill of Pre-Cast Concrete Manhole	8,325.00	16,650.00		3,500.00	7,000.00		6,100.00	12,200.00	
2.8	1	LS	Bypass Pumping including pumps, piping, fuel, and any miscellaneous items needed for complete operation	94,800.00	94,800.00		32,250.00	32,250.00		70,430.00	70,430.00	
2.9	1	LS	Pressure Test of Gravity Sewer	14,500.00	14,500.00		7,000.00	7,000.00		11,620.00	11,620.00	
3.0	1	LS	Vacuum Test of Manholes	15,300.00	15,300.00		13,500.00	13,500.00		4,050.00	4,050.00	
3.1	1	LS	Video Inspection of Gravity Sewer System	14,900.00	14,900.00		10,500.00	10,500.00		12,800.00	12,800.00	
3.2	3,750	CY	Trench Rock Excavation	20.00	75,000.00		40.00	150,000.00		51.00	191,250.00	
3.3	20	EA	Demolition of Existing Manhole/Flume	1,590.00	31,800.00		500.00	10,000.00		637.00	12,740.00	
3.4	500	TONS	Class II Rip Rap	66.00	33,000.00		45.00	22,500.00		51.00	25,500.00	
3.5	1	LS	Erosion Control	95,500.00	95,500.00		3,500.00	3,500.00		800.00	800.00	
3.6	7	ACRE	Temporary Seed, Mulch and Fertilize	1,270.00	8,890.00		300.00	2,100.00		13,510.00	13,510.00	
3.7	7	ACRE	Permanent Seed, Mulch and Fertilize	1,900.00	13,300.00		1,400.00	9,800.00		1,600.00	11,200.00	
3.8	1	LS	Clearing and Grubbing	124,000.00	124,000.00		43,000.00	43,000.00		33,500.00	33,500.00	
3.9	15,000	LF	Silt Fence (Installation and Removal)	3.15	47,250.00		3.00	45,000.00		2.35	35,250.00	
4.0	500	LF	Sediment Tubes	11.00	5,500.00		5.00	2,500.00		4.65	2,325.00	
4.1	500	EA	Hay Bales	16.00	8,000.00		5.00	2,500.00		16.50	8,250.00	
Total					\$ 2,644,383.50			\$ 2,772,540.00			\$ 2,876,952.00	

TABULATION BIDS
5-MILE INTERCEPTOR PHASE I, CGRE150031
FOR Anderson County
BID OPENING: Tuesday, November 10, 2015 @ 11:00 AM

Item	Qty.	Unit	Description	John D. Stephens, Inc. Little Mountain, SC		McClam & Associates Little Mountain, SC		Layne Fairburn, GA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.0	1	LS	Mobilization (General Conditions)	\$ 80,000.00	80,000.00	\$ 70,675.00	70,675.00	\$ 89,856.00	89,856.00
1.1	22	LF	8" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (10'-12" cut)	141.00	3,102.00	133.00	2,926.00	85.00	1,870.00
1.2	65	LF	8" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (>12" cut)	141.00	9,165.00	148.00	9,620.00	86.00	5,590.00
1.3	53	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (0'-6" cut)	209.00	11,077.00	198.00	10,494.00	139.00	7,367.00
1.4	33	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (6'-8" cut)	188.00	6,204.00	203.00	6,699.00	139.00	4,587.00
1.5	9	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (8'-10" cut)	213.00	1,917.00	209.00	1,881.00	138.00	1,242.00
1.6	34	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (10'-12" cut)	213.00	7,242.00	220.00	7,480.00	138.00	4,692.00
1.7	953	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (0'-6" cut)	288.00	274,464.00	216.00	205,848.00	202.00	192,506.00
1.8	1,958	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (6'-8" cut)	288.00	563,904.00	220.00	430,760.00	201.00	393,558.00
1.9	2,899	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (8'-10" cut)	288.00	834,912.00	225.00	652,275.00	208.00	602,992.00
2.0	893	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (10'-12" cut)	288.00	257,184.00	229.00	204,497.00	218.00	194,674.00
2.1	250	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (>12" cut)	288.00	72,000.00	242.00	60,500.00	218.00	54,500.00
2.2	100	LF	42" Steel Casing, Spacers, and End Seals (Jack and Bore)	1,537.00	153,700.00	2,090.00	209,000.00	735.00	73,500.00
2.3	350	VLF	60" Reinforced Polymer Concrete Manhole	950.00	332,500.00	1,490.00	521,500.00	1,620.00	567,000.00
2.4	12	VLF	48" Reinforced Polymer Concrete Manhole	840.00	10,080.00	1,275.00	15,300.00	661.00	7,932.00
2.5	26	EA	Manhole Ring and Cover	1,530.00	39,780.00	465.00	12,090.00	834.00	21,684.00
2.7	2	EA	Core Drill of Pre-Cast Concrete Manhole	3,250.00	6,500.00	4,805.00	9,610.00	578.00	1,156.00
2.8	1	LS	Bypass Pumping including pumps, piping, fuel, and any miscellaneous items needed for complete operation	70,000.00	70,000.00	72,800.00	72,800.00	246,149.00	246,149.00
2.9	1	LS	Pressure Test of Gravity Sewer	3,500.00	3,500.00	7,700.00	7,700.00	69,579.00	69,579.00
3.0	1	LS	Vacuum Test of Manholes	12,000.00	12,000.00	4,620.00	4,620.00	60,005.00	60,005.00
3.1	1	LS	Video Inspection of Gravity Sewer System	7,500.00	7,500.00	2,700.00	2,700.00	18,175.00	18,175.00
3.2	3,750	CY	Trench Rock Excavation	1.00	3,750.00	90.00	337,500.00	62.00	232,500.00
3.3	20	EA	Demolition of Existing Manhole/Flume	800.00	16,000.00	1,100.00	22,000.00	2,423.00	48,460.00
3.4	500	TONS	Class II Rip Rap	41.88	20,940.00	54.00	27,000.00	62.00	31,000.00
3.5	1	LS	Erosion Control	6,000.00	6,000.00	4,950.00	4,950.00	133,059.00	133,059.00
3.6	7	ACRE	Temporary Seed, Mulch and Fertilize	880.00	6,160.00	900.00	6,300.00	1,406.00	9,842.00
3.7	7	ACRE	Permanent Seed, Mulch and Fertilize	1,380.00	9,660.00	1,980.00	13,860.00	1,791.00	12,537.00
3.8	1	LS	Clearing and Grubbing	35,000.00	35,000.00	71,500.00	71,500.00	51,706.00	51,706.00
3.9	15,000	LF	Silt Fence (Installation and Removal)	3.77	56,550.00	2.15	32,250.00	4.00	60,000.00
4.0	500	LF	Sediment Tubes	5.00	2,500.00	8.25	4,125.00	13.00	6,500.00
4.1	500	EA	Hay Bales	6.00	3,000.00	6.00	3,000.00	20.00	10,000.00
Total					\$ 2,916,151.00		\$ 3,041,460.00		\$ 3,214,218.00

TABULATION BIDS
S-MILE INTERCEPTOR PHASE I, CGRE150031
FOR Anderson County

BID OPENING: Tuesday, November 10, 2015 @ 11:00 AM

Item	Qty.	Unit	Description	Payne, McGinn & Cummins		Haren Construction Co. Inc		Gamey Construction Alpharetta, GA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.0	1	LS	Mobilization (General Conditions)	\$ 102,000.00	102,000.00	\$ 100,000.00	100,000.00	\$ 98,000.00	98,000.00
1.1	22	LF	8" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (10'-12' cul)	149.00	3,278.00	186.00	4,092.00	82.00	1,804.00
1.2	65	LF	8" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (>12' cul)	150.00	9,750.00	209.00	13,585.00	83.00	5,395.00
1.3	53	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (0'-6' cul)	231.00	12,243.00	170.00	9,010.00	185.00	9,805.00
1.4	33	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (6'-8' cul)	232.00	7,656.00	195.00	6,435.00	186.00	6,138.00
1.5	9	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (8'-10' cul)	233.00	2,097.00	215.00	1,935.00	187.00	1,683.00
1.6	34	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (10'-12' cul)	235.00	7,990.00	238.00	8,092.00	188.00	6,392.00
1.7	953	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (0'-6' cul)	304.00	289,712.00	253.00	241,109.00	294.00	280,182.00
1.8	1,958	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (6'-8' cul)	306.00	599,148.00	275.00	538,450.00	295.00	577,610.00
1.9	2,899	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (8'-10' cul)	308.00	892,892.00	290.00	840,710.00	296.00	858,104.00
2.0	893	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (10'-12' cul)	312.00	278,616.00	314.00	280,402.00	297.00	265,221.00
2.1	250	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (>12' cul)	328.00	82,000.00	336.00	84,000.00	298.00	74,500.00
2.2	100	LF	42" Steel Casing, Spacers, and End Seals (Jack and Bore)	1,500.00	150,000.00	1,800.00	180,000.00	1,400.00	140,000.00
2.3	350	VLF	60" Reinforced Polymer Concrete Manhole	1,500.00	525,000.00	1,311.00	458,850.00	1,700.00	595,000.00
2.4	12	VLF	48" Reinforced Polymer Concrete Manhole	1,300.00	15,600.00	1,311.00	15,732.00	1,600.00	19,200.00
2.5	26	EA	Manhole Ring and Cover	500.00	13,000.00	460.00	11,960.00	550.00	14,300.00
2.7	2	EA	Core Drill of Pre-Cast Concrete Manhole	6,500.00	13,000.00	4,100.00	8,200.00	3,000.00	6,000.00
2.8	1	LS	Bypass Pumping including pumps, piping, fuel, and any miscellaneous items needed for complete operation	49,000.00	49,000.00	90,000.00	90,000.00	125,000.00	125,000.00
2.9	1	LS	Pressure Test of Gravity Sewer	20,000.00	20,000.00	45,250.00	45,250.00	18,000.00	18,000.00
3.0	1	LS	Vacuum Test of Manholes	13,000.00	13,000.00	14,618.00	14,618.00	10,000.00	10,000.00
3.1	1	LS	Video Inspection of Gravity Sewer System	23,000.00	23,000.00	20,000.00	20,000.00	14,000.00	14,000.00
3.2	3,750	CY	Trench Rock Excavation	50.00	187,500.00	65.00	243,750.00	90.00	337,500.00
3.3	20	EA	Demolition of Existing Manhole/Flume	1,000.00	20,000.00	2,160.00	43,200.00	800.00	16,000.00
3.4	500	TONS	Class II Rip Rap	40.00	20,000.00	55.00	27,500.00	51.00	25,500.00
3.5	1	LS	Erosion Control	10,000.00	10,000.00	104,000.00	104,000.00	25,000.00	25,000.00
3.6	7	ACRE	Temporary Seed, Mulch and Fertilize	500.00	3,500.00	1,185.00	8,295.00	1,100.00	7,700.00
3.7	7	ACRE	Permanent Seed, Mulch and Fertilize	2,000.00	14,000.00	1,510.00	10,570.00	1,400.00	9,800.00
3.8	1	LS	Cleaning and Grubbing	28,000.00	28,000.00	39,000.00	39,000.00	60,000.00	60,000.00
3.9	15,000	LF	Silt Fence (Installation and Removal)	3.00	45,000.00	2.75	41,250.00	3.50	52,500.00
4.0	500	LF	Sediment Tubes	10.00	5,000.00	10.50	5,250.00	10.00	5,000.00
4.1	500	EA	Hay Bales	10.00	5,000.00	15.00	7,500.00	14.00	7,000.00
			Total		\$ 3,446,982.00		\$ 3,502,745.00		\$ 3,672,334.00

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Rockdale Pipeline, Inc.					Conyers, GA	
Item	Qty.	Unit	Description	Unit Price	Total Price	
1.0	1	LS	Mobilization (General Conditions)	\$ 77,175.00	77,175.00	
1.1	22	LF	8" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (10'-12' cut)	231.41	5,091.02	
1.2	65	LF	8" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (>12' cut)	231.41	15,041.65	
1.3	53	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (0'-6' cut)	276.34	14,646.02	
1.4	33	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (6'-8' cut)	276.34	9,119.22	
1.5	9	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (8'-10' cut)	276.34	2,487.06	
1.6	34	LF	18" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (10'-12' cut)	276.34	9,395.56	
1.7	953	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (0'-6' cut)	333.71	318,025.63	
1.8	1,958	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (6'-8' cut)	333.71	653,404.18	
1.9	2,899	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (8'-10' cut)	333.71	967,425.29	
2.0	893	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (10'-12' cut)	333.71	298,003.03	
2.1	250	LF	30" Epoxy Lined DIP w/ Poly Wrap Gravity Sewer (>12' cut)	333.71	83,427.50	
2.2	100	LF	42" Steel Casing, Spacers, and End Seats (Jack and Bore)	2,627.19	262,719.00	
2.3	350	VL	60" Reinforced Polymer Concrete Manhole	1,162.59	408,906.50	
2.4	12	VL	48" Reinforced Polymer Concrete Manhole	1,022.30	12,267.60	
2.5	26	EA	Manhole Ring and Cover	566.24	14,722.24	
2.7	2	EA	Core Drill of Pre-Cast Concrete Manhole	826.88	1,653.75	
2.8	1	LS	Bypass Pumping including pumps, piping, fuel, and any miscellaneous items needed for complete operation	60,637.50	60,637.50	
2.9	1	LS	Pressure Test of Gravity Sewer	16,537.50	16,537.50	
3.0	1	LS	Vacuum Test of Manholes	7,166.25	7,166.25	
3.1	1	LS	Video Inspection of Gravity Sewer System	15,435.00	15,435.00	
3.2	3,750	CY	Trench Rock Excavation	72.21	270,787.50	
3.3	20	EA	Demolition of Existing Manhole/Flume	589.84	11,796.80	
3.4	500	TONS	Class II Rip Rap	47.19	23,595.00	
3.5	1	LS	Erosion Control	8,820.00	8,820.00	
3.6	7	ACRE	Temporary Seed, Mulch and Fertilize	1,102.50	7,717.50	
3.7	7	ACRE	Permanent Seed, Mulch and Fertilize	1,212.75	8,489.25	
3.8	1	LS	Cleaning and Grubbing	37,485.00	37,485.00	
3.9	15,000	LF	Silt Fence (Installation and Removal)	3.42	51,300.00	
4.0	500	LF	Sediment Tubes	5.51	2,755.00	
4.1	500	EA	Hay Bales	6.62	3,310.00	
Total				\$	3,677,342.56	

Anderson County Purchasing Bid Tabulation

Bid# 16-024 2015-2016 FY County Road Improvements

		Base Bid	Covered Bridge Subdivision	Rose Hill Subdivision	\$ Grand Total
1	Rogers Group	\$3,758,126.90	\$194,335.00	\$84,745.00	\$4,037,206.90
2	F & R Asphalt	\$3,598,303.82	\$204,900.00	\$85,050.00	\$3,888,253.82
3	King Asphalt	\$3,681,441.90	\$199,250.00	\$83,750.00	\$3,964,441.90
4	Pickens Construction	\$3,570,127.65	\$199,949.00	\$84,425.00	\$3,854,501.65
5	Panagakos				NR
6	Sloan Construction				NR
7	Earth Materials				NR
8	Infrastructure Engineers				NR
9	Thrift Construction				NR
10	AWARDED TO:				

SECTION IV: Addendum A
Base Bid Form for
FY 2015-2016 County Road Improvements

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

To: Purchasing Manager for Anderson County

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

Bid: FY 2015-2016 County Road Improvements

ITEM	UNIT	EST. QTY.	UNIT COST	EST. COST
Full Depth Asphalt Pavement Patching - 4"	SY	6,891	\$ 20.40	\$ 140,576.40
Full Depth Asphalt Pavement Patching - 6"	SY	13,129	\$ 29.50	\$ 387,305.50
Milling Existing Asphalt Pavement - Variable	SY	14,600	\$ 2.70	\$ 39,420.00
Asphalt Leveling Course/Strip Patching	Tons	1,393	\$ 75.85	\$ 105,659.05
Single Treatment with Lightweight Aggregate	SY	221,938	\$ 1.95	\$ 432,779.10
Asphalt Intermediate Course Type C	Tons	1,575	\$ 67.50	\$ 106,312.50
Asphalt Surface Course Type C	Tons	30,138	\$ 71.85	\$ 2,165,415.30
Fog Seal- Blacklidge Emulsions LD-7 0.15 gallons/sy	SY	183,400	\$ 0.55	\$ 100,870.00
4" Yellow Solid Lines -Fast Dry Paint	LF	336,740	\$ 0.11	\$ 37,041.40
4" White Solid Lines - Fast Dry Paint	LF	329,840	\$ 0.11	\$ 36,282.40
Stimsonite Model C 80 AY Raised Pavement Marker Bi-Dir.-4"X4"	EA	2,372	\$ 5.50	\$ 13,046.00
Railroad Crossing Symbols Thermoplastic - 125 mil	EA	2	\$ 650	\$ 1,300.00
White Single Arrows (Left, Straight,Right) Thermoplastic - 125 mil	EA	2	\$ 650	\$ 1,300.00
24" White Solid Lines (Stop/Diagonal Lines) Thermoplastic - 125 mil	LF	188	\$ 15	\$ 2,820.00
			Base Bid Total	\$ 3,570,127.65
			Covered Bridge Subdivision Bid Total	\$ 199,949.00
			Rose Hill Subdivision Bid Total	\$ 84,425.00
			GRAND TOTAL	\$ 3,854,501.65

SECTION IV: Addendum B
Covered Bridge Subdivision Bid Form for
FY 2015-2016 County Road Improvements

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

To: Purchasing Manager for Anderson County

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

Bid: FY 2015-2016 County Road Improvements

ITEM	UNIT	EST. QTY.	UNIT COST	EST. COST
Cement Modified Recycled Base Design	LS	1	\$	\$ 2,650 ⁰⁰
Cement Modified Recycled Base (10" Uniform) Curing Method 4	SY	10,000	\$ 6 ⁸⁹	\$ 68,900 ⁰⁰
Portland Cement for Cement Modified Recycled Base Course	Tons	300	\$ 137 ⁸⁰	\$ 41,340 ⁰⁰
Remove and Dispose of Excess Recycled Base Material	CY	700	\$ 18 ⁰⁰	\$ 12,600 ⁰⁰
2" Asphalt Surface Course Type C	Tons	1,100	\$ 67 ⁶⁹	\$ 74,459 ⁰⁰
Covered Bridge Subdivision Bid Total				\$ 199,949 ⁰⁰

SECTION IV: Addendum C
Rose Hill Subdivision Bid Form for
FY 2015-2016 County Road Improvements

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

To: Purchasing Manager for Anderson County

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

Bid: **FY 2015-2016 County Road Improvements**

ITEM	UNIT	EST. QTY.	UNIT COST	EST. COST
Full Depth Asphalt Pavement Patching - 4"	SY	650	\$ <u>25.90</u>	\$ <u>16,835.00</u>
2" Asphalt Surface Course Type C	Tons	900	\$ <u>75.10</u>	\$ <u>67,590.00</u>
Rose Hill Subdivision Bid Total				\$ <u>84,425.00</u>

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

THIS AGREEMENT for the purchase and sale of real property (the "Agreement") is made and entered into as of the ____ day of _____, 2015 (the "Effective Date"), by and between _____ (the "Seller") and **Anderson County, South Carolina** (the "Purchaser" or "County").

RECITALS

A. Seller is the owner in fee simple of a certain tract of land, together with all improvements located thereon, if any, located in Anderson County, South Carolina, being known as the Thrift Property containing 220.0 acres, more or less, with Anderson County TMS Nos. 650004004, 650004024, and 650004012 and which is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Land").

B. The Seller acknowledges that the County and Seller have negotiated the Purchase Price (as defined below) for the Property (as described below) and that said amount is adequate consideration for the transfer of the Property.

AGREEMENT

1. Agreement to Buy and Sell. Seller hereby agrees to sell the Property to the Purchaser, and the Purchaser agrees to purchase the Property from Seller, in the manner and upon the terms and conditions set forth in this Agreement.

2. Property. Purchaser agrees to buy and Seller agrees to sell and convey all of Seller's right, title and interest in and to the property described below (the "Property") pursuant to the terms and conditions set forth herein.

a. Description of Property. The property shall consist of:

- i. The Land;
- ii. All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, and reversions ("Appurtenant Rights"); and
- iii. All improvements on or within the Land ("Improvements").

3. Purchase Price. The purchase price to be paid by the Purchaser to Seller for the Property is [up to Four Million and no/100 (\$4,000,000.00) Dollars (the "Purchase Price")]. The Purchase Price shall be payable as follows:

- a. Earnest Money. Within three (3) business days of the execution of this Agreement, the Purchaser shall pay to Nexsen Pruet, LLC (the "Escrow Agent") the sum of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Earnest Money"), which shall be held by the Escrow Agent in trust as an earnest money deposit, pursuant to the terms of this Agreement and the Escrow Agreement attached hereto as **Exhibit B** and incorporated herein by reference (the "Escrow Agreement"). The Earnest Money becomes non-refundable to the Purchaser upon expiration of the Review Period (as defined herein); provided, however if Seller defaults under this Agreement, the Earnest Money shall be returned to the Purchaser and the Purchaser shall have all other rights and remedies granted to it under Section 12.a.
- b. Adjustments. The Purchase Price, after the adjustments and pro-rations set forth herein, shall be paid at Closing in wired funds or by certified or official bank check.

4. Seller's Representations, Warranties and Covenants. In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

- a. Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to the Property.
- b. Authority of Seller. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms.
- c. Restrictions. To the best of Seller's knowledge, the Land is free from any use or occupancy restrictions which restrict or prevent the intended use of the Land by Purchaser.
- d. No Special Taxes. The Property is not subject to special taxes or assessments for roadway, sewer, or water

improvements or other public improvements.

- e. Options and Contracts. No options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.
- f. Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending against the Property or any part thereof and the Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.
- g. Mechanic's Liens. No payments for work, materials, or improvements furnished to the Property will be due or owing at Closing and no mechanic's lien, materialman's lien, or other similar lien shall be of record against the Property at the time of Closing.
- h. Pending Litigation. To the best of Seller's knowledge, there is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of the Property or its intended use, pending or threatened before any court, commission, or other body or authority, and, further, Seller has not received written notification of any asserted failure of Seller or the Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority.
- i. Flood Conditions. To the best of Seller's knowledge, the Property has not suffered any damage nor required any extraordinary repairs due to flooding or inadequate drainage.
- j. No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:
 - i. Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party, or
 - ii. Violate any restriction to which Seller is subject, or
 - iii. Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order, or
 - iv. Result in the acceleration of any mortgage or note pertaining to the Property not being satisfied in this transaction, or
 - v. Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.
- k. Events Prior to Closing. Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties to be untrue as of the Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations.
- l. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser's counsel or Purchaser's title insurance company completely to vest in and assure to Purchaser full rights in or to the Property.
- m. Seller's Environmental Representations and Warranties. Seller, to the best of Seller's knowledge after due inquiry, represents and warrants to Purchaser, and its successors and assigns, as follows:
 - i. The Property and its existing and prior uses comply and have at all times complied with, and Seller is not in violation of, and has not violated, in connection with the ownership, use, maintenance or operation of the Property and the conduct of the business related thereto, any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, licenses and permits of all governmental authorities relating to environmental matters, including by way of illustration and not by way of limitation, the Comprehensive Environmental Response, Compensation and Liability Act as amended, the Resource Conservation Recovery Act as amended, the Clean Air Act, the Clean Water Act, any "Superfund" or

“Superlien” law, the South Carolina Pollution Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any petroleum, petroleum byproduct (including but not limited to crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regard less of specific gravity), natural or synthetic gas, products and or hazardous substance or material, toxic or dangerous waste, substance or material, pollutant or contaminant, as may now or at any time hereafter be in effect (collectively “Environmental Laws”).

- ii. Without limiting the generality of subsection (i) above, Seller (a) has operated the Property and has at all times received, handled, used, stored, treated, shipped and disposed of all hazardous material in strict compliance with all applicable environmental, health or safety statutes, ordinances, orders, rules, regulations or requirements, and (b) has removed (or will remove prior to the Closing) from and off the Property all hazardous material. Hazardous material for purposes of this Agreement means and includes petroleum, petroleum byproducts (including, but not limited to, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity, natural or synthetic gas products and/or any hazardous substance or material, waste, pollutant or contaminant, defined as such in (or for the purposes of) the Environmental Laws.
- iii. There are no violations of any statutes, orders, rules or regulations relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the property and Seller has no knowledge, nor has Seller received any notice of any of the same.
- iv. No hazardous material has been released into the environment, or deposited, discharged, placed or disposed of at, on or near the Property, nor has the Property been used at any time by any person as a landfill or a waste disposal site.
- v. No notices of any violation of any of the matters referred to in subsections (i) through (iv) above relating to the Property or its use have been received by Seller, and there are no writs, injunctions, decrees, orders or judgments outstanding, no lawsuits, claims, proceedings or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the Property, nor is there any basis for such lawsuits, claims, proceedings or investigations being instituted or filed.
- vi. There are no monitoring wells on the Property for monitoring hazardous leachate or other hazardous substances or releases.
- vii. There are no subsurface (underground) tanks situated on the Property.
- viii. There is no PCB contamination from any power transformer, capacitor, or any other source on the property.
- ix. Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against it relating to environmental matters.
- x. Seller warrants there is no asbestos containing material (ACM) on the Property.

5. Conditions Precedent to Purchaser's Obligations.

- a. Status of Title. Seller shall convey good, marketable and insurable fee simple title to the Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser which do not make the title unmarketable. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by the Purchaser's counsel or Purchaser's title insurance company to completely vest in and assure to the Purchaser full rights in or to the Property.
- b. Review Period. The Purchaser shall have a period (the “Review Period”) commencing on the Effective Date hereof and expiring up to one hundred fifty (150) days thereafter to do the following, each of which shall be a condition precedent to the Purchaser's obligations hereunder:

- i. To conduct any and all inspections, including, but not limited to, a survey, environmental site assessment, soils testing, archaeological testing, endangered species testing, and any engineering and feasibility studies which the Purchaser deems necessary in an effort to determine whether or not to proceed with the Closing of this transaction. In this regard, Seller hereby agrees that the Purchaser, and/or the Purchaser's agents or employees, may have reasonable access to the Property during such Review Period to conduct such studies, testing and inspections.

In connection therewith, within five (5) days from the Effective Date of this Agreement, Seller shall deliver or make available to the Purchaser true and correct copies of all contracts, leases, documents, agreements or other information which affect the use, operation or ownership of the Property, if any. Seller agrees to use its best efforts to cooperate with the Purchaser so that Seller shall deliver to the Purchaser any item in the possession or control of Seller which the Purchaser would like to receive and inspect. In the event the Purchaser discovers any condition, restriction or circumstance during the Review Period that is unacceptable to the Purchaser in its sole discretion, the Purchaser shall provide written notice of termination of the Agreement to Seller prior to the end of the Review Period, all Earnest Money shall be returned to the Purchaser and this Agreement shall be null and void and of no further force or effect.

6. Closing and Closing Date. The closing of this transaction (the "Closing") shall be held at the law offices of the Purchaser's choosing, or by FEDEX or other commercial delivery service, on or before the thirty (30th) day after end of the Review Period.

7. Pro-rated Items and Adjustments. Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any. Purchaser shall pay for the cost of any new survey it obtains. Seller shall cause the release of the Property from any loans secured by the Property, and Seller shall pay all prepayment penalties or fees, if any, assessed by the holders of such loans. Seller shall pay for the preparation of the deed, all deed filing fees, and transfer taxes assessed with respect to the deed conveying title to the Property to Purchaser and any withholding taxes required by the South Carolina Department of Revenue. Purchaser and Seller shall each pay their own legal fees and costs related to the transaction contemplated hereby. All other costs of Closing shall be paid by Seller or Purchaser in accordance with local real estate customs. All real estate taxes and personal property taxes for the Property and personal property shall be prorated at closing. The pro-rations required under this Agreement shall be computed as of the date of Closing. In the event accurate pro-rations or other adjustments cannot be made at Closing because of the lack of necessary information, the parties shall prorate on the best available information, subject to prompt adjustment between the parties upon the receipt of the necessary information.

8. Seller's Deliveries. In addition to other conditions precedent set forth elsewhere in this Agreement, Seller shall deliver to Purchaser all of the following documents and items, the delivery and accuracy of which shall further condition Purchaser's obligations to consummate the purchase and sale herein contemplated:

- a. Items Delivered Within Five (5) Business Days. Seller shall deliver all of the following in Seller's possession or control to Purchaser within five (5) business days following the Effective Date of this Agreement:
 - i. Copy of the most recent Real Estate tax bills for the Property.
 - ii. Results of any soil boring tests with respect to the Property.
 - iii. All environmental studies of the Property and any environmental permits or approvals with respect to the Property.
 - iv. All rental agreements, leases, service contracts and insurance policies with respect to the Property.
- b. Items Delivered at or before Closing. Seller shall deliver a General Warranty Deed, satisfactory in form and substance to Purchaser's counsel and title insurance company, conveying good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement, a clean tax compliance certificate from the South Carolina Department of Revenue dated no more than thirty (30) days prior to Closing, and such other documents that are reasonably requested or required by Purchaser's counsel or the Purchaser's title insurance company to consummate the Closing.

9. Purchaser's Deliveries at Closing. At Closing, Purchaser shall pay to Seller the Purchase Price, by wired funds, cashiers' check or certified bank check, adjusted for any pro-rations and adjustments required in connection with the Closing. The Earnest Money shall be applied against the Purchase Price at Closing..

10. Possession of Property. Seller shall deliver to the Purchaser full and exclusive possession of the Property at Closing.

11. Condemnation or Casualty Loss. In the event of condemnation or receipt of notice of condemnation or taking of any material part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement, and the Earnest Money shall be refunded to Purchaser.

12. Default.

- a. Seller's Default. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, the Purchaser at the Purchaser's option (i) shall be entitled to an immediate refund of the Earnest Money in accordance with the Escrow Agreement or (ii) shall be entitled, upon giving written notices to Seller, as herein provided, to terminate this Agreement. Upon any such termination, the Earnest Money shall be immediately refunded to the Purchaser in accordance with the Escrow Agreement, and this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.
- b. Purchaser's Default. In the event the Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by the Purchaser under the terms and provisions of this Agreement, Seller may give written notice to the Purchaser as herein provided, and shall be entitled to receive the Earnest Money paid by the Purchaser as full liquidated damages in accordance with the terms of the Escrow Agreement whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever.

13. Miscellaneous Provisions.

- a. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.
- b. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.
- c. Survival of Warranties. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all indemnification obligations, covenants, agreements, statements, representations and warranties made by Purchaser and Seller in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provision of this Agreement or at or in connection with the Closing) shall survive the Closing. The Seller hereby agrees to indemnify, defend and hold harmless Purchaser, and its agents and employees, from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, reasonable costs and reasonable expenses, including without limitation, interest, penalties and reasonable attorneys' fees and expenses (collectively the "Claim(s)"), asserted against, resulting to, imposed upon or incurred by Purchaser, or its agents and employees, by reason of or resulting from any breach of any representation, warranty or agreement of the Seller contained in this Agreement, or any facts or circumstances constituting such breach to the extent such Claim(s) is not caused solely by the acts and/or omissions of Purchaser or Purchaser's agents or employees. Purchaser shall give the Seller prompt notice upon learning of the assertion of any such Claim(s) and the Purchaser shall have the option to require Seller to defend Purchaser against any such Claim(s) at the Seller's sole cost.
- d. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.
- e. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.
- f. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
- g. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.
- h. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be

deemed appropriate by the parties, all of which shall comprise one (1) agreement

- i. Notice. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:
- i. If to the Purchaser:
- Anderson County
Attn: Rusty Burns
Anderson County Administrator
101 S. Main Street, Room 215
Anderson, SC 29624
- ii. If to Seller:
- _____

- iii. If to Escrow Agent:
- Nexsen Pruet, LLC
P.O. Drawer 10648
Greenville, SC 29603
Attn: Leon Harmon
- j. Assignment. Purchaser shall have the right to assign this Agreement, and all of its rights and obligations hereunder, to any party related to or affiliated with the Purchaser (“Assignee”) prior to the closing hereunder. Seller hereby acknowledges that Purchaser may assign its rights, interests, obligations and liabilities under this Agreement to an Assignee. Upon assigning Purchaser’s assignment of this Agreement to an Assignee, the assigning Purchaser shall have no further rights, interests, obligations or liabilities hereunder and the Assignee shall be and become the “Purchaser” hereunder for all purposes.
- k. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SELLER:

[SELLER NAME]

By: _____

Print Name: _____

Its: _____

PURCHASER:

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

Print Name: Rusty Burns

Its: Administrator

EXHIBIT A

[Description of Property]

INSERT PROPERTY DESCRIPTION

EXHIBIT B

EARNEST MONEY ESCROW AGREEMENT

THIS EARNEST MONEY ESCROW AGREEMENT (this "Agreement") is made and entered into as of _____, 2015 by and between _____ (the "Seller") and **Anderson County, South Carolina** (the "Purchaser") and **Nexsen Pruet, LLC** as escrow agent ("Escrow Agent"). Purchaser, Seller and Escrow Agent are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, Purchaser and Seller have entered into that certain Agreement for the Purchase and Sale of Real Property dated _____, 2015 (hereinafter the "Contract") for the purchase and sale of land being known as the Thrift Property containing 220.0 acres, more or less, with Anderson County TMS Nos. 650004004, 650004024, and 650004012 located in Anderson County, South Carolina (the "Property")

WHEREAS, Section 3.a. of the Contract provides for the payment of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Earnest Money Deposit") to Escrow Agent which shall be held, administered and disbursed by Escrow Agent in accordance with this Agreement.

WHEREAS, Escrow Agent is willing to accept the Earnest Money Deposit and to hold and distribute the same in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Establishment of Escrow Funds.

(a) Deposit of Escrow Funds. In accordance with Section 3.a. of the Contract, Purchaser shall deposit with Escrow Agent, via wire transfer of funds or via a check made payable to the order of Escrow Agent, the Earnest Money Deposit which represents a portion of the Purchase Price (as such term is defined in the Contract) to be paid by Purchaser to Seller under the Contract (such sum is referred to hereinafter as the "Escrow Funds"). The Escrow Funds shall be held in escrow by Escrow Agent and administered and disbursed by Escrow Agent pursuant to the terms and conditions of this Agreement.

(b) Escrow Agent's Deposit of Escrow Funds. Purchaser and Seller hereby direct Escrow Agent to deposit and the Escrow Funds in Escrow Agent's non-interest bearing trust account (the "Account"). Escrow Agent shall expressly have no liability whatsoever should the Escrowed Funds be insufficient or otherwise invalid.

(c) Information Regarding Banks. Escrow Agent hereby discloses to both Purchaser and Seller that Escrow Agent, in its capacity as a law firm, has in the past and may currently or in the future, represent the Bank. Each of Seller and Purchaser acknowledges and agrees that, as a law firm, Escrow Agent has a duty to the Bank not to disclose to any third party (including Seller and Purchaser) any confidential information or attorney-client privileged information regarding the Bank, including without limitation the Bank's financial condition or related information. In addition, each of Seller and Purchaser hereby acknowledges and agrees that Escrow Agent has no duty to either Seller or Purchaser, and does not undertake, to disclose to either of them any information (whether or not public or publicly available or known to Escrow Agent) regarding the Bank, including without limitation the Bank's financial condition or related information. Furthermore, each of Seller and Purchaser hereby agrees that Escrow Agent shall not be liable to Seller or Purchaser for failing to disclose to Seller or Purchaser any confidential information, attorney-client privileged information, public information or publicly-available information regarding the Bank, including without limitation the Bank's financial condition or related information. Each of Seller and Purchaser undertakes to make its own investigation of the Bank in order to consent to the designation of the Bank as set forth in Section 1(b).

2. Claims Against the Escrow Funds.

(a) Distributions From the Escrow Funds. At such time as Escrow Agent receives written notice from either Purchaser or Seller, or both, setting forth the identity of the Party to whom the Escrow Funds (or portions thereof) are to be disbursed and further setting forth the specific section or paragraph of the Contract pursuant to which the disbursement of the Escrow Funds (or portions thereof) is being requested, Escrow Agent shall disburse the Escrow Funds pursuant to such notice; provided, however, that if such notice is given by either Purchaser or Seller but not both, Escrow Agent shall (i) promptly notify the other Party (either Purchaser or Seller as the case may be) that Escrow Agent has received a request for disbursement, and (ii) withhold disbursement of such Escrow Funds for a period of ten (10) days after receipt of such notice of disbursement and if Escrow Agent receives written notice from either Purchaser or Seller within said ten (10) day period which notice countermands the earlier notice of disbursement, then Escrow Agent shall withhold such disbursement until both Purchaser and Seller can agree upon a disbursement of the Escrow Funds. Purchaser and Seller hereby agree to send to the other, pursuant to Section 5(d) below, a duplicate copy of any written notice sent to Escrow Agent and requesting any such disbursement or countermanding a request for disbursement. A settlement statement signed by Purchaser or Seller and delivered, faxed or e-mailed to Escrow Agent shall constitute written notice to Escrow Agent as contemplated by this Section 2(a).

(b) Seller and Purchaser acknowledge that Escrow Agent is merely a stakeholder and has no interest in the Escrow Funds. Notwithstanding the provisions of Section 2(a) above, in the event of a dispute between Purchaser and Seller sufficient in the sole discretion of Escrow Agent to justify its doing so or in the event that Escrow Agent has not disbursed the Escrow Funds on or before December 31, 2016, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Escrow Funds, together with such legal pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. In such event the cost of such tender of the Escrow Funds and/or court action regarding the same shall be borne by Seller and Purchaser and Escrow Agent shall be entitled to deduct the costs for the same from the Escrow Funds. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof.

3. Escrow Agent.

(a) Duties. Escrow Agent shall have only those obligations and duties specifically enumerated in this Agreement. Escrow Agent's duties will be determined only with reference to this Agreement and applicable laws, and Escrow Agent is not charged with any duties or responsibilities in connection with any other document or agreement. The parties hereto acknowledge that Escrow Agent is not a party to the Contract and has no obligation thereunder. Seller and Purchaser acknowledge that Escrow Agent shall not be responsible for any diminution in the Escrow Funds due to losses resulting from authorized investments or for any failure to invest all or part of the Escrow Funds, other than in the case of Escrow Agent's own gross negligence or willful misconduct.

(b) Liability of the Escrow Agent.

(i) Escrow Agent shall have no liability or obligation with respect to the Escrow Funds except in the case of Escrow Agent's willful misconduct or gross negligence. Escrow Agent's sole responsibility shall be for the safekeeping, investment and disbursement of the Escrow Funds in accordance with the terms of this Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any factor or circumstance not specifically set forth herein. Escrow Agent may rely on any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, that Escrow Agent in good faith believes to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Agreement. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which the Escrow Funds are deposited, this Agreement or the Contract, or to

appear in, prosecute or defend any such legal action or proceeding. Escrow Agent may consult legal counsel selected by it, including any attorney employed by Escrow Agent, in the event of any dispute or question as to the construction of any of the provisions of this Agreement or of any other agreement or its duties hereunder, and shall incur no liability and shall be fully indemnified by the other parties to this Agreement from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel, including any attorney employed by Escrow Agent. To the extent that the Escrow Funds are insufficient to cover the reasonable fees and expenses of any such counsel, Purchaser and the Seller shall promptly pay, upon demand, such fees (such fees to be paid one-half by Purchaser and one-half by the Seller).

(ii) Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon pursuant to any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property is stayed or enjoined by any court order, or in case any order, judgment or decree is made or entered by any court affecting such property or any part thereof, then and in any such event, Escrow Agent is authorized, in its sole discretion, to rely on and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it, including any attorney employed by Escrow Agent, is binding upon it without the need for appeal or other action; and if Escrow Agent complies with such order, writ, judgment or decree, it shall not be liable to any of the other Parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

(c) Indemnification of the Escrow Agent. From and at all times after the date of this Agreement, Purchaser and Seller, jointly and severally, shall, to the fullest extent permitted by law and to the extent provided herein, indemnify and hold harmless Escrow Agent and each director, officer, member, partner, shareholder, employee, attorney, agent and affiliate of Escrow Agent (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation Purchaser or any Seller, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transaction contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. If any such action or claim is brought or asserted against any Indemnified Party, such Indemnified Party shall promptly notify Purchaser and Seller in writing, and Purchaser and Seller shall assume the defense thereof (in such manner as is mutually acceptable to Purchaser and Seller), including the retention of counsel and the payment of all expenses. Such Indemnified Party shall, in its sole discretion have the right to retain separate counsel (who may be selected by such Indemnified Party in its sole discretion) in any such action and to participate in the defense thereof, and the reasonable fees and expenses of such counsel shall be paid by such Indemnified Party, except that Purchaser and/or Seller shall be required to pay such reasonable fees and expenses if (i) Purchaser and/or Seller agree to pay such reasonable fees and expenses, (ii) Purchaser and/or Seller fail to assume the defense of such action or proceeding or fail, in the reasonable discretion of such Indemnified Party, to retain counsel satisfactory to the Indemnified Party in any such action or proceeding, (iii) Purchaser and/or any Seller is the plaintiff in any such action or proceeding, or (iv) the named parties to any such action or proceeding (including any impleaded parties) include both the Indemnified Party and Purchaser and/or Seller, and the Indemnified Party has been advised by counsel that there may be one or more legal defenses or claims available to it which are different from or additional to those available to Purchaser and/or Seller. Purchaser and Seller shall be jointly and severally liable to pay the reasonable fees and expenses of counsel pursuant to the preceding sentence, except that any obligation to pay under clause (i) shall apply only to

the party so agreeing. All such fees and expenses payable by Purchaser and Seller pursuant to the foregoing sentence shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim. The obligations of Purchaser and Seller under this section 3(c) shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

(d) Fees. Escrow Agent shall be paid an escrow fee of \$ N/A for its services under this Agreement; provided, however, that if Escrow Agent or its counsel renders any material services not contemplated in this Agreement, or if any material controversy arises hereunder that results in significant additional services by Escrow Agent or its counsel, or Escrow Agent is made a party to or justifiably intervenes in any litigation pertaining to this Agreement, or the subject matter hereof, Escrow Agent will be reasonably compensated by Purchaser and Seller for such extraordinary service and reimbursed by Purchaser and Seller (including, without limitation, in the manner described in the second sentence of this Section 3(d)) for all reasonable costs and expenses, including reasonable attorneys' fees, occasioned by any controversy or event. Escrow Agent, in its sole discretion, has the right to withhold from the disbursement of the Escrow Funds any amounts owed to Escrow Agent under this Section 3(d).

(e) Successor Escrow Agent. Escrow Agent shall have the right to resign as escrow agent hereunder by giving thirty (30) days prior written notice to Purchaser and Seller. Purchaser and Seller shall have the right to remove Escrow Agent at any time by joint written notice delivered to Escrow Agent. Upon such notice of resignation or removal, Escrow Agent shall have no further obligations hereunder except to hold the Escrow Funds as depository. In such event Escrow Agent shall not take any action until Purchaser and Seller have jointly appointed a successor escrow agent. If Escrow Agent resigns or is removed, a successor escrow agent shall be appointed by mutual agreement of Purchaser and Seller within 30 days after such notice of resignation or removal, and such resignation or removal shall take effect upon such appointment. Upon receipt of joint written instructions from Purchaser and Seller, Escrow Agent shall promptly turn over the Escrow Funds to the successor escrow agent. Escrow Agent shall thereafter have no further obligations hereunder. Any successor escrow agent at any time serving hereunder shall be entitled to all rights, powers and (in addition to Escrow Agent) indemnities granted to Escrow Agent hereunder as if originally named herein.

4. Termination of Agreement. This Agreement (other than Section 3(c) above) shall terminate upon the distribution and transfer of the Escrow Funds as provided by the terms of this Agreement, unless sooner terminated by written agreement of Seller, Purchaser and Escrow Agent.

5. Miscellaneous.

(a) Entire Agreement; Incorporation of Terms. This Agreement contains, and is intended as, a complete statement of all of the terms of the arrangements between the Parties with respect to the matters provided for, and supersedes any previous agreements and understandings between the parties with respect to those matters. The introductory language and the recitals set forth above are incorporated into this Agreement by reference.

(b) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of South Carolina, without regard to its principles of conflicts of law.

(c) Headings. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

(d) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered if by hand or overnight courier, (ii) three days after depositing for mailing by first-class registered mail, return receipt requested, postage prepaid, or (iii) when telecopied, provided that concurrently therewith a copy is mailed by first-class registered mail, return receipt requested, postage prepaid, to the parties at the following addresses (or to such other address as a party, may have specified by notice given to the other Parties pursuant to this provision):

If to Seller, to:

Fax: _____

If to Purchaser, to:

Anderson County, South Carolina
Attn: Rusty Burns
Anderson County Administrator
101 S. Main Street, Room 215
Anderson, SC 29624
Fax: _____

If to the Escrow Agent, to:

Nexsen Pruet, LLC
P.O. Drawer 10648
Greenville, SC 29603
Attn: Leon Harmon
Fax: 864-477-2608

Attorneys for any of the Parties may send notices on behalf of their clients.

(e) Severability. If at any time any of the covenants or the provisions contained in this Agreement are deemed invalid or unenforceable by the laws of the jurisdiction wherein it is to be enforced, such covenants or provisions shall be considered divisible as to such portion and such covenants or provisions shall become and be immediately amended and reformed to include only such covenants or provisions as are enforceable by the court or other body having jurisdiction of this Agreement; and the parties agree that such covenants or provisions, as so amended and reformed, shall be valid and binding as though the invalid or unenforceable portion had not been included herein.

(f) Amendment; Waiver. No provision of this Agreement may be amended or modified except by an instrument or instruments in writing signed by Purchaser, Seller and Escrow Agent. Any Party may waive compliance by another with any of the provisions of this Agreement. No waiver of any provision hereof shall be construed as a waiver of any other provision. Any waiver must be in writing.

(g) Assignment and Binding Effect. None of the Parties hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties; provided, that Purchaser may assign any of its rights or delegate any of its duties to any entity controlled by Purchaser. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and permitted assigns of the Parties.

(h) No Benefit to Others. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties hereto and their respective successors and assigns and they shall not be construed as conferring and are not intended to confer any rights on any other persons.

(i) Income Tax Reporting. For income tax reporting purposes, any income earned on the

56
1910f2

ANDERSON COUNTY, SOUTH CAROLINA

RESOLUTION NO. _____

**REGARDING REIMBURSEMENT EXPENDITURES
PURSUANT TO TREASURY REGULATION § 1.150-2**

The County Council (the "Council") of Anderson County, South Carolina (the "County"), hereby finds and determines:

WHEREAS, the County desires to acquire certain land located in the County for the development of an industrial and business park and to construct certain public infrastructure within such park (the "Project") with an estimated cost of \$7,000,000; and

WHEREAS, in order to finance the Project, the Council expects to issue one or more series of tax-exempt bonds (the "Bonds") in an aggregate principal amount not to exceed \$7,000,000; and

WHEREAS, prior to the issuance of the Bonds, the County will incur certain expenses related to the Project, including, but not limited to, engineering and similar cost that are incurred prior to the commencement of the Project; and

WHEREAS, the County intends to reimburse itself from a portion of the proceeds of the Bonds to be issued, and it is the purpose of this Resolution to formally state that intention.

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

Section 1. Pursuant to Treasury Regulation Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended, the County declares this Resolution as its "official intent" to reimburse itself for expenditures relating to the Project paid not more than 60 days prior to the date of this Resolution; and that the County expects the reimbursement to be funded with a portion of the proceeds of the Bonds in an amount not exceeding \$7,000,000.

Section 2. The County acknowledges the following: (i) any such reimbursement must be made not later than eighteen months after the later of the date on which the expenditure to be reimbursed is paid or the date on which the Project is placed in service or abandoned, but in no event more than three years after the date on which the expenditure to be reimbursed was paid; (ii) each of the costs to be reimbursed is of a type that is properly chargeable to a capital account or would be chargeable to a capital account with a proper election to do so, or is a cost issuance for a bond; (iii) the County's expectation to reimburse itself for costs of the Project which it pays before the Bonds are issued is reasonable; (iv) the County does not have a pattern of failing to reimburse itself for expenditures, which it has made and with respect to which resolutions similar to this

Resolution have been adopted; (v) the funds applied to the temporary payment of the costs of the Project are needed on a long-term basis for other purposes and are not, therefore, available for the permanent payment of the Project costs; and (vi) no other funds of the County are reserved or otherwise set aside for the payment of costs of the Project for which reimbursement is expected.

Section 3. All acts heretofore or hereinafter taken by Council and officials of the County, and any person authorized to act by Council and officials of the County to document the costs to be reimbursed pursuant to this Resolutions are hereby severally ratified, confirmed, approved and adopted on behalf of the County.

Section 4. The maximum principal amount of the Bonds expected to be issued for the purpose of paying the cost of the Project and the issuance of the Bonds is not exceeding \$7,000,000.

This Resolution shall be effective immediately upon adoption.

Done this 17th day of November, 2015.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman, Anderson
County Council, Anderson County,
South Carolina

By: _____
Rusty Burns, Administrator
Anderson County, South Carolina

(SEAL)

ATTEST:

Kimberly A. Poulin, Clerk to Council
Anderson County, South Carolina

SC
191044

A RESOLUTION # _____

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS EDUCATION FACILITIES REVENUE BONDS, IN ONE OR MORE SERIES, TAXABLE OR TAX-EXEMPT, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$33,000,000

WHEREAS, the South Carolina Jobs-Economic Development Authority ("Authority"), acting by and through its Board of Directors, is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43 of the Code of Laws of South Carolina 1976, as amended ("Act"), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to qualified business enterprises and for other purposes described in Section 41-43-160 of the Act in order to promote and develop the economic welfare of the State of South Carolina ("State") and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State and act in conjunction with other persons and organizations, public or private, in the promotion and advancement of industrial, commercial, agricultural, and recreational development in the State;

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds, as defined in the Act, payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any program authorized by the Act;

WHEREAS, TCTC Foundation LLC ("Borrower"), a South Carolina limited liability company of which Tri-County Technical College Foundation, Inc., an organization described in Section 501(c)(3) of the Internal Revenue Code, 1986, as amended, is the sole member has applied to the Authority to issue not to exceed \$33,000,000 of the Authority's education facilities revenue bonds ("Bonds") in one or more series, taxable or tax-exempt, so the Borrower may (A) defray the cost of the (i) construction of a new Student Success Center to house a Learning Commons and associated group study space and computer labs, campus store, café, and a shipping and receiving facility, (ii) refurbishment and repurposing of Ruby Hicks Hall to become a "one-stop," student services center, and (iii) construction of a new central plant to provide cooling for campus buildings via an energy loop, all for use by Tri-County Technical College ("College") in Anderson County, South Carolina; (B) provide funds to (i) amend the structure of the Authority's outstanding Economic Development Revenue Bond (TCTC Foundation LLC Project) Series 2005 ("Series 2005 Bonds") issued in the original principal amount of \$8,000,000, or (ii) prepay Loan Payments, as defined in the Loan Agreement dated August 25, 2005, between the Authority and the Borrower, in order to provide funds necessary to refund and defease all or a portion of the Series 2005 Bonds, which were issued by the Authority and loaned to the Borrower to defray the costs of (x) acquiring certain real property, and (y) constructing and equipping an approximately 45,000 square foot classroom building thereon (collectively, "(A)" and "(B)", "Projects"); and (C) provide for certain fees and expenses to be incurred in connection with the issuance of the Bonds;

WHEREAS, the Projects will be initially owned by the Borrower and operated by the College;

WHEREAS, the Borrower anticipates that the Projects will benefit the State and the County, generally and, in particular, by assisting the Borrower in the creation and maintenance of permanent employment (both direct and indirect) for people from the County and surrounding areas, with a resulting alleviation of unemployment and a substantial increase in payrolls, tax revenues, and other public benefits incident to the conduct of such businesses not otherwise provided locally; and

WHEREAS, on this date, prior to any deliberations regarding this Resolution, the Anderson County Council ("Council") held a public hearing, at which all interested persons have been given a reasonable opportunity to express their views, for the purposes of complying with Section 147(f) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section 5f.103-2(f), as amended (collectively, "Federal Tax Requirements"). The public hearing was duly noticed by publication in the *Anderson Independent-Mail*, a newspaper having general circulation in the County, not less than 15 days prior to the date hereof.

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

Section 1. The County Council conducted the public hearing for purposes of satisfying the Federal Tax Requirements.

Section 2. As required by the Act, based on information received by the County from the Borrower, it is hereby found, determined and declared that (a) the Projects will serve the purposes of the Act; (b) the Projects are anticipated to benefit the general public welfare of the locality by providing services, employment, recreation or other public benefits not otherwise provided locally; (c) the Projects will give rise to no pecuniary liability of any county or incorporated municipality, including the County, or a charge against its general credit or taxing power; (d) the amount of Bonds required to finance the Projects is not exceeding \$33,000,000; and (e) the documents to be delivered by the Borrower and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Projects (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Projects and carry all proper insurance with respect thereto.

Section 3. Solely for purposes of satisfying the Federal Tax Requirements, the Projects and the Bonds are hereby granted "approval." As provided by the Act, the Bonds shall in no way be an obligation or liability of the County.

Section 4. The County Administrator is hereby authorized and directed to execute such documents as may be necessary to evidence the County's "host approval," as defined in the Federal Tax Requirements.

Section 5. This Resolution shall take effect and be in full force and effect from and after its adoption.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

3.4

ADOPTED: December 1, 2015

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, County Council

ATTESTED:

County Administrator

Clerk, County Council

Reviewed by and approved as to form:

County Attorney

NOTICE OF PUBLIC HEARING

For the purposes of complying with the requirements set forth in Section 147(f) of the Internal Revenue Code of 1986, as amended, and Section 5f.103-2(f) of the Treasury Regulations (collectively, "Federal Tax Requirements"), NOTICE IS HEREBY GIVEN that the South Carolina Jobs-Economic Development Authority ("Authority") and Anderson County, South Carolina ("County"), will hold a joint public hearing ("Public Hearing") as provided on the agenda of the County Council meeting, which begins at 6:30 p.m., or as soon thereafter as may be heard, on December 1, 2015, in the County Council Chambers of the Historic Courthouse located at 101 South Main Street, Anderson, South Carolina 29624, regarding the issuance by the Authority of its Education Facilities Revenue Bonds in one or more taxable or tax-exempt series in a maximum aggregate principal amount of not to exceed \$33,000,000 (collectively, "Bonds").

The Authority will loan the proceeds of the Bonds to TCTC Foundation, LLC ("Borrower"), a South Carolina limited liability company of which Tri-County Technical College Foundation, Inc., an organization described in Section 501(c)(3) of the Internal Revenue Code, 1986, as amended, is the sole member.

The Borrower intends to use the proceeds of the Bonds to (A) defray the cost of the (i) construction of a new Student Success Center to house a Learning Commons and associated group study space and computer labs, campus store, café, and a shipping and receiving facility, (ii) refurbishment and repurposing of Ruby Hicks Hall to become a "one-stop," student services center, and (iii) construction of a new central plant to provide cooling for campus buildings via an energy loop, all for use by Tri-County Technical College ("College") in Anderson County, South Carolina (collectively "2015 Projects"); (B) provide funds to (i) amend the structure of the Authority's outstanding Economic Development Revenue Bond (TCTC Foundation LLC Project) Series 2005 ("Series 2005 Bonds") issued in the original principal amount of \$8,000,000, or (ii) prepay Loan Payments, as defined in the Loan Agreement dated August 25, 2005, between the Authority and the Borrower, in order to provide funds necessary to refund and defease all or a portion of the Series 2005 Bonds, which were issued by the Authority and loaned to the Borrower to defray the costs of (x) acquiring certain real property, and (y) constructing and equipping an approximately 45,000 square foot classroom building thereon (collectively, "2005 Projects" and together with the 2015 Projects, "Projects"); and (C) provide for certain fees and expenses to be incurred in connection with the issuance of the Bonds.

All of the Projects are or will be owned by the Borrower and operated by the College. The 2005 Projects are located at the Anderson Campus of the College located at 301 Pearman Dairy Road, Anderson, South Carolina 29625. The 2015 Projects will be located at the Pendleton Campus of the College located at 7900 US Highway 76, Pendleton, South Carolina 29670.

The Bonds, when issued, will be special, limited obligations of the Authority payable solely out of the revenues derived from the repayment of the loan by the Borrower. The County will have no financial responsibility for the Bonds.

At the time and place fixed for the Public Hearing, all persons who appear will be given an opportunity to express their views, both orally and in writing, for or against the proposed issuance of the Bonds, the location and nature of the interests and the facility to be financed and refinanced, and the approval of the issuance of the Bonds by the County, which approval is required by the Federal Tax Requirements. Prior to the Public Hearing, written comments may be delivered to the Clerk to the County Council at the address above. All interested persons are invited to present their comments and views at the time and place of the Public Hearing. If special accommodations are needed to participate in the public hearing, please contact the Anderson County Council office at 864-260-4062 at least 48 hours prior to the scheduled meeting date

SOUTH CAROLINA JOBS-ECONOMIC
DEVELOPMENT AUTHORITY

ANDERSON COUNTY
SOUTH CAROLINA



5d

Anderson County

Fleet Services Department

739 Michelin Boulevard, Anderson, SC 29626 • (864) 260-4020 • Fax (864) 260-4867

Fleet is requesting permission to donate the below truck to Tri County Technical College due to its age, structural bed issues and numerous mechanical issues. It has already been removed from the Fleet for these reasons.

Unit # 15825

VIN # 1FVXJJBBXXHB09116

Freightliner FL80 Tandem Axle Dump Truck

Mileage 303,514

Year Manufactured 1999

Tommy Dunn
Chairman
Council District 5

Ken Waters
Vice-Chairman
Council District 6

Francis M. Crowder, Sr.
Council District 1

Gracie S. Floyd
Council District 2

Eddie Moore
Council District 3

Thomas F. Allen
Council District 4

M. Cindy Wilson
Council District 7

Kim Poulin
Clerk to Council

Rusty Burns
County Administrator

Thank you.

Joseph Stone

Anderson County Fleet Services Manager

864-260-4020



Accredited by the
American Public
Works Association

Member of the Anderson County Public Works Division

#6
pg 1 of 12

DEPARTMENTAL TRANSFERS

For Budget Year 2015 - 2016

Mark APPROVED	DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
Finance Meeting of Council Meeting:	11/12/2015 11/17/2015				
1	Register of Deeds	Supplies - Office 001-5059-000-269	Professional Services 001-5059-000-304	3,000.00	Microfilming
2	Planning	Part time 001-5062-000-102	Professional Services 001-5062-000-304	5,400.00	Public Service Internship
3	Planning	Social Security 001-5062-000-130	Professional Services 001-5062-000-304	335.00	Public Service Internship
4	Planning	Medicare 001-5062-000-135	Professional Services 001-5062-000-304	80.00	Public Service Internship
5	Between Depts.	Eco Develop - Management Consulting 001-2031-000-339	Planning - Professional Services 001-5062-000-304	222.00	Additional needed for Public Service Internship
6	Clerk of Court Bondsman Account	Supplies - Office 106-5056-000-269	Capital Purchases 106-5056-000-499	6,985.92	To purchase 2 Trained Safety Units
7	Between Depts.	Contingency 001-5053-000-810	Clemson Extension 001-5051-000-025	20,000.00	Horticulture Educational Program
	Hazmat	Hazmat - Computer Software 163-5322-000-209	Transfer Out - FEMA 163-6500-100-165	11,585.90	Spectrometer and Trudefender purchase
	FEMA	Transfer In - HAZMAT 165-6400-100-163	Capital Purchases 165-5912-048-499	11,585.90	Spectrometer and Trudefender purchase
	Between Funds	Fuel and Oil 001-5161-000-216	Transfer Out - Off. Of Justice Program 001-6500-100-181	1,775.00	Additional needed for JAG Grant
	Between Funds	Transfer In - GF 181-6400-100-001	Capital Purchases 181-5917-018-499	1,775.00	Additional needed for JAG Grant
	WWTP	Repairs to Equipment 410-5612-641-303	Salaries - Overtime 410-5612-641-103	10,000.00	Flood relief efforts in Richland County
	WWTP	Repairs to Equipment 410-5612-641-303	Exterminators 410-5612-641-312	9,000.00	Additional trapping needed to maintain proper maintenance on sewer right of ways

DATE Kimberly Poulin, Clerk to Council

BUDGET TRANSFER

DIVISION: Central Administrative Service

DEPARTMENT: Register of Deeds

FROM:		TO:		AMOUNT:
TITLE	<u>Supplies-Office</u>	TITLE	<u>Professional Services</u>	
ACCT.#	<u>5069-000-289</u>	ACCT#	<u>5069-000-304</u>	\$ <u>3,800.00</u>
TITLE	<u> </u>	TITLE	<u> </u>	
ACCT.#	<u> </u>	ACCT#	<u> </u>	\$ <u> </u>

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

REASON:

This is going to be used to pay for the microfilming process that is required by the State on all documents that are filed in this department.

This is needed to off-set the yearly amount requested due to catching up on back microfilming.

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

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

DEPT. HEAD: _____
DIVIS HEAD: _____
FINANCE: _____
ADMINISTRATOR: _____

DATE: 10-2-15
DATE: _____
DATE: _____
DATE: 11-9-15

Journal Entry # _____

DATE: _____

BUDGET TRANSFERDIVISION: Between DepartmentsDEPARTMENT: Economic Develop to Planning

FROM:		TO:	AMOUNT:
TITLE	<u>Part time</u>	TITLE	<u>Planning - Professional Services</u>
ACCT.#	<u>001-5062-000-102</u>	ACCT#	<u>001-5062-000-304</u> <u>5,400.00</u>
 TITLE	 <u>Social Security</u>	 TITLE	 <u>Planning - Professional Services</u>
ACCT.#	<u>001-5062-000-130</u>	ACCT#	<u>001-5062-000-304</u> <u>335.00</u>
 TITLE	 <u>Medicare</u>	 TITLE	 <u>Planning - Professional Services</u>
ACCT.#	<u>001-5062-000-135</u>	ACCT#	<u>001-5062-000-304</u> <u>80.00</u>
 TITLE	 _____	 TITLE	 _____
ACCT.#	_____	ACCT#	_____

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

5,815.00

REASON:

To provide a Public Service Internship. A transfer was processed earlier into Part time and fringe accounts.
We now know that we will be paying Clemson University not the individual. Therefore, payment cannot be
made from the part time account

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

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

DEPT. HEAD: _____

DATE: _____

DIVIS HEAD: _____

DATE: _____

FINANCE: _____

DATE: _____

ADMINISTRATOR: _____

DATE: 11-9-15

Journal Entry # _____

DATE: _____

BUDGET TRANSFERDIVISION: Between DepartmentsDEPARTMENT: Economic Develop to Planning

FROM:		TO:	AMOUNT:
TITLE	<u>Management Consulting</u>	TITLE	<u>Planning - Professional Services</u>
ACCT.#	<u>001-5031-000-339</u>	ACCT#	<u>001-5062-000-304</u> <u>222.00</u>
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____

Explain, in COMPLETE DETAIL, the reason for the transfer.222.00

REASON: _____

Additional needed for Intern from Clemson University

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: 11-9-15

Journal Entry # _____

DATE: _____

BUDGET TRANSFER

DIVISION: CLERK OF COURT
 DEPARTMENT: CLERK OF COURT.

FROM: TO: AMOUNT:

TITLE
ACCT.#

1010.58511.000.2109 TITLE
ACCT# 1010.58511.000.409 \$ 11,985.92

TITLE
ACCT.#

 _____ TITLE
ACCT# _____ \$ _____

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

REASON:

2 TRAVEL UNITS FOR NEW COURTHOUSE

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

[Signature]
[Signature]
[Signature]

DATE:

DATE:

DATE:

DATE:

DATE:

10/26/15
11-3-15

Journal Entry #

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Between Departments

FROM:

TO:

AMOUNT:

TITLE Contingency
ACCT.# 001-5853-000-010

TITLE Clemson Ext
ACCT# 001-5851-000-025 20,000.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT# _____

Total

20,000.00

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

REASON:

For Horticulture educational program

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DATE:

DIVIS HEAD:

DATE:

FINANCE:

DATE:

ADMINISTRATOR:

DATE:

11-9-15

Journal Entry #

DATE:

Anderson County Extension Office receives approximately 30 horticulture related calls per week during the winter months. This number will rise to 100 plus during the spring and summer. These calls range from homeowners inquiring about what vegetable varieties to plant to trouble shooting problems with their lawns and landscape plants. We also accept thousands of soil samples each year and then follow up with interpreting the results for most of them. We are also challenged with presenting programs to train Private Pesticide applicators and teaching pesticide re-certification programs to Private and Commercial applicators, so they can maintain their certification. Anderson County has 207 Private Pesticide Applicators and 118 Commercial Pesticide Applicators. Over the next four years, all Private Applicators will have to obtain 5 re-certification hours. The Commercial Applicators will have to obtain 10. Answering homeowner calls and teaching re-certification classes will be the primary job for the part time Horticulture position in Anderson County. Anderson has a full time Horticulture Agent, but his primary job is Statewide Pecan Specialist. He is housed in Anderson County with statewide responsibilities. The part time horticulture position would give all Anderson County residents the opportunity to participate in horticulture programs and enable Pesticide Applicators to keep their certifications.

We are asking Anderson County Council to invest in the Horticulture Educational Programing offered by the Anderson County Extension office by entering into a MOU with Clemson University Extension PSA.

Thank you for your continued support of Clemson University and more. especially, Clemson Extension.

ANDERSON COUNTY

313 South Towers Street Anderson, SC 29624 P 864-226-1581 F 864-226-0538 www.clemson.edu/anderson
Clemson University Cooperative Extension Service offers its programs to people of all ages, regardless of race, color, gender, religion, national origin, disability, political beliefs, sexual orientation, marital or family status and is an equal opportunity employer
Public Service Activities

BUDGET TRANSFER

8 of 12

DIVISION: Sheriff's Office

9.10.15

DEPARTMENT: HazMat Grant 14SHSP19

FROM:

TO:

AMOUNT:

TITLE Software
ACCT.# 143 S322 000 209

TITLE HazMat - Transfer Out
ACCT# 163-6500-100-165 \$ 11,585.90

TITLE FEMA - Transfer In
ACCT.# 165-6400-100-163

TITLE Capital
ACCT# 165-5912 048 499 \$ 11,585.90

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

REASON:

Moving money to cover cost of overage on grant 14SHSP19. The grant award was \$98,147.30 and due to the cost increases from the time of request to the time of approval/ purchase. The expenses for the M908 spectrometer and Trudefender for the HazMat team totalled \$107,733.20. The overage is being paid for the HazMat fund brought in by businesses paying Tier II fees. This fund is for the sole purpose of support HazMat team needs & purchases.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

2015 / 2016

3

PURSUANT TO ANDERSON COUNTY BUDGET ORDINANCE WHICH PERMITS THE ADMINISTRATOR TO TRANSFER APPROPRIATIONS BETWEEN OBJECT CLASSIFICATIONS CODES WITHIN A DEPARTMENT AND BETWEEN DEPARTMENTAL ACCOUNTS. THE FOLLOWING TRANSFERS ARE AUTHORIZED:

DIVISION: SHERIFF

DEPARTMENT: SHERIFF

FROM: TO: AMOUNT:

TITLE	FUEL	TITLE	TRANSFER OUT	
ACCT.#	<u>001-5181-000-216</u>	ACCT#	<u>001-6500-100-181</u>	\$ <u>1,775.00</u>

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

REASON:

ADDITIONAL \$ NEEDED FOR JAG GRANT 1,775.00

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DATE: 10/27/15

DIVIS HEAD:

DATE: 10 29 15

FINANCE:

DATE: 10 30 15

ADMINISTRATOR:

DATE: 11-3-15

Journal Entry #

DATE:

2015 / 2016

4

PURSUANT TO ANDERSON COUNTY BUDGET ORDINANCE WHICH PERMITS THE ADMINISTRATOR TO TRANSFER APPROPRIATIONS BETWEEN OBJECT CLASSIFICATIONS CODES WITHIN A DEPARTMENT AND BETWEEN DEPARTMENTAL ACCOUNTS. THE FOLLOWING TRANSFERS ARE AUTHORIZED:

DIVISION: SHERIFFDEPARTMENT: SHERIFF

FROM: TO: AMOUNT:

TITLE	TRANSFER IN	TITLE	CAPITAL PURCHASES	
ACCT #	<u>181-6400-100-001</u>	ACCT#	<u>181-5917-018-499</u>	\$ <u>1,775.00</u>

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

REASON:

ADDITIONAL \$ NEEDED FOR JAG GRANT	<u>1,775.00</u>
------------------------------------	-----------------

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE: 10/27/15DATE: 10 29 15DATE: 10 30 15DATE: 11-1-15

Journal Entry

DATE:

PURSUANT TO ANDERSON COUNTY BUDGET ORDINANCE WHICH PERMITS THE ADMINISTRATOR TO TRANSFER APPROPRIATIONS BETWEEN OBJECT CLASSIFICATIONS CODES WITHIN A DEPARTMENT AND BETWEEN DEPARTMENTAL ACCOUNTS. THE FOLLOWING TRANSFERS ARE AUTHORIZED:

DIVISION: PUBLIC WORKS

DEPARTMENT: WASTEWATER

FROM:		TO:	AMOUNT:
TITLE	<u>REPAIRS TO EQUIPMENT</u>	TITLE	<u>SALARIES-OVERTIME</u>
ACCT.#	<u>410-5812-841-303</u>	ACCT#	<u>410-5812-841-103</u> \$ <u>10,000.00</u>

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

REASON: Unexpected overtime use assisting in flood relief efforts in Richland County, SC.

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

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

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

12 of 12

PURSUANT TO ANDERSON COUNTY BUDGET ORDINANCE WHICH PERMITS THE ADMINISTRATOR TO TRANSFER APPROPRIATIONS BETWEEN OBJECT CLASSIFICATIONS CODES WITHIN A DEPARTMENT AND BETWEEN DEPARTMENTAL ACCOUNTS. THE FOLLOWING TRANSFERS ARE AUTHORIZED:

DIVISION: PUBLIC WORKS

DEPARTMENT: WASTEWATER

FROM:		TO:	AMOUNT:
TITLE	<u>REPAIRS TO EQUIPMENT</u>	TITLE	<u>EXTERMINATORS</u>
ACCT.#	<u>410-5612-641-303</u>	ACCT#	<u>410-5612-641-312</u> \$ <u>9,000.00</u>

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

REASON: Additional trapping needed to maintain proper maintenance on sewer right of ways.

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

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

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

10/30/15

10/30/13

11-9-15

****WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: _____**

Mail/Email/Fax to:
Anderson County Council Clerk
Post Office Box 8002
Anderson, SC 29622
leddleman@andersoncountysc.org
864-260-4356 (fax)

RECREATION FUND APPROPRIATIONS
Application Form
Effective July 1, 2011

1. Name of entity requesting recreation fund appropriations: *Haven & Rest*
2. Amount of Request: *\$1000*
3. The purpose for which the funds are being requested: *Christmas Thanksgiving Food pantry*
4. Is the entity a non-profit Corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. *yes*
5. Contact Person:
Mailing Address: *219 W. Whitree St Anderson, SC 29624*
Telephone number: *864-226-0009*
6. Statement as to whether the entity will be providing matching funds:

REQUIRED DOCUMENTATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.

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

11/5/11 F. M. Crowder
Signature

Print Name



HAVEN OF REST MINISTRIES, INC.

Note: This online database was last updated on **11/10/2015 3:06:43 AM**.
See our [Disclaimer](#).

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Non Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	SIDNEY E STEWART
ADDRESS:	219 W WHITNER ST
CITY:	ANDERSON
STATE:	SC
ZIP:	29621
SECOND ADDRESS:	
FILE DATE:	08/27/1960
EFFECTIVE DATE:	08/27/1960
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Agent	07/02/2004	CH AGT FR-T S HONEYCUTT	
Eleemosynary Amendment	01/08/1996	AMD-ADD AGT/ADD	Image
Reinstatement	04/27/1992	REINSTATEMENT	Film
Amendment	04/27/1992	CH FR/HAVEN OF REST RESCUE MISSION	Film
Dissolution	07/16/1973	DIS BY FOR #2	Film
Incorporation	08/27/1960	ELEE	Film

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

**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: Mill Town Players Inc.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$1,000
3. The purpose for which the funds are being requested: Operating
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, Mill Town Players Inc. (formerly Williamston Heritage and Arts Council Inc.) is identified by its tax ID #57-1001314 as exempt from Federal income tax under section 501(c)3.

5. Contact Person: Will Ragland
Mailing Address: PO Box 121, Pelzer, SC 29669
Phone Number: (864)915-5578

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G
5,
2015

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

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

Signature

Print Name

Date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 29 2014**

WILLIAMSTON HERITAGE AND ARTS
COUNCIL INC
C/O LYNN R KING
PO BOX 121
PELZER, SC 29669

Employer Identification Number:
57-1001314
DLN:
17053361331042
Contact Person:
BRYAN C WOESTE ID# 31660
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31

Public Charity Status:
509(a)(2)

Form 990 Required:
Yes

Effective Date of Exemption:
December 14, 2012

Contribution Deductibility:
Yes

Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947

****WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: 3**

Mail/Email/Fax to:
Anderson County Council Clerk
Post Office Box 8002
Anderson, SC 29622
leddleman@andersoncountysc.org
864-260-4356 (fax)

RECREATION FUND APPROPRIATIONS
Application Form
Effective July 1, 2011

1. Name of entity requesting recreation fund appropriations:

State Athletic Association

2. Amount of Request: \$5000.00

3. The purpose for which the funds are being requested:

4000.00
police saw \$330.00 / pressure washer 350.00 / field complet sprayer 225.00
complete complete (auto)
operational expense

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

yes

5. Contact Person:

Tommy Peterson

Mailing Address:

435 Martin Road State SC

Telephone number:

8 376-2085

6. Statement as to whether the entity will be providing matching funds: none

**REQUIRED DOCUMENTATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL
CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.**

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



Signature

Tommy Peterson

Print Name



STARR ATHLETIC ASSOCIATION

Note: This online database was last updated on **11/10/2015 3:06:43 AM**.
See our [Disclaimer](#).

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Non Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	DANNY DAVIS
ADDRESS:	1319 AGNEW RD
CITY:	STARR
STATE:	SC
ZIP:	29684
SECOND ADDRESS:	
FILE DATE:	03/18/1980
EFFECTIVE DATE:	03/18/1980
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Eleemosynary Amendment	10/31/2001	NOTIFICATION/CH AGT/ADD	Image
Eleemosynary Amendment	10/25/2001	CH NMFR-STARR SCHOOL AREA ATHLETIC ASSOCIATION INCORPORATED	Image
Amendment	07/28/1981	DISS CLSE 1981 BK PG 45	Film
Incorporation	03/18/1980	ELEE	Film

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1,2,3,4,5,6,7

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:

The Salvation Army, A Georgia Corporation for The Salvation Army of Anderson, SC.

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

We are requesting \$2,100.00 in total funding. The per district breakdown for this request is as follows:
District 1 - \$300.00, District 2 - \$300.00, District 3 - \$300.00, District 4 - \$300.00, District 5 - \$300.00,
District 6 - \$300.00, and District 7 - \$300.00.

3. The purpose for which the funds are being requested:

The funding will be utilized to purchase food for our emergency shelter and/or food pantry.

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.

The Salvation Army of Anderson, SC is a non-profit in good standing with the South Carolina Secretary of State. Our Charitable Organization Registration is attached.

5. Contact Person: Captain Jason Hughes
Mailing Address: PO Box 43, Anderson, SC, 29622-0043
Phone Number: (864) 225-7381

6. Statement as to whether the entity will be providing matching funds:

The Salvation Army of Anderson, SC will make a 1:1 match of an award from its general operating fund.



State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

Feb 6, 2015

The Salvation Army, a GEORGIA CORPORATION
Elizabeth Birks
PO BOX 241808
CHARLOTTE, NC 282241808

RE: Registration Confirmation

Charity Public ID: P23042

Dear Elizabeth Birks :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on Feb 15, 2016. If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4 ½ months after the close of your fiscal year. Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form. There is no fee associated with filing an annual financial report with our office. If your organization files IRS Form 990 or 990-EZ and you wish to extend the filing of that form with us, please submit a copy of your IRS Form 8868. If your organization files the Secretary of State's Annual Financial Report Form, and you wish to extend the filing of that form with us, please submit a written request to the Division of Public Charities. **Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.**

If you have any questions or concerns, please visit our Website at www.scsos.com and review the Public Charities section or contact our office at (803) 734-1790.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Wickersham", with a long horizontal line extending to the right.

Kimberly S. Wickersham
Director, Division of Public Charities

GOLDEN HARVEST FOOD BANK

feeding lives together

www.goldenharvest.org

When you reap the harvest of your land, you shall not be so thorough that you reap the field to its very edge, nor shall you glean the stray ears of grain... These things you shall leave for the poor and the alien. I, the Lord, am your God.

LEVITICUS 19:9-10

November 12, 2015

Anderson County Council
Post Office Box 8002
Anderson, SC 29622

Re: Recreation Fund Appropriations Application

Dear Ladies and Gentlemen of the Council:

Golden Harvest Food Bank is sincerely grateful for the opportunity to apply for funding from the Anderson County Council. The past year has brought exciting developments in our work to feed the hungry as the Food Bank opened a new Upstate Distribution Center in Williamston, SC. The new facility has provided a tremendous increase in food storage capacity, enabling us to raise both the quantity and the quality of the food we provide in Anderson County. Since it opened, the new Upstate Distributing Center has already provided over 3.9 million pounds of food to those in need.

Golden Harvest seeks funding in the amount of \$1,400 to provide food to your local food pantries and soup kitchens through our new Distribution Center. Funds from the Anderson County Council will be awarded to our partner agencies in Anderson County, and will provide 8,750 pounds of food to the hungry in your area to an estimated 480 households. This food will be a lifeline for community members who are struggling to feed their families. Together, we can give these families a hand up in times of crisis—providing meals to support physical health, relieve financial hardship, and lend a sense of stability that will empower them to build a better life.

Please find Golden Harvest's fund appropriations application attached along with a copy of our 501(c)(3) determination letter from the IRS. I have also attached a list of our partner agencies in Anderson County, which will benefit from our grant request. Thank you for your consideration, and for all you do to reach out to those who are hungry and in need in Anderson County.

Warm Regards,



Ann Visintainer
Grant Assistant
w/ attach.

Golden Harvest Food Bank is an Equal Opportunity Employer and Provider

Aiken
81 Capital Drive
Aiken, SC 29803
803.633.2013

Augusta
3310 Commerce Drive
Augusta, GA 30909
706.726.1100

Upstate
7931 Moorefield Memorial Hwy
Liberty, SC 29657
803.932.6161

A Member of

FEEDING
AMERICA



RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICTS: 1, 2, 3, 4, 5, 6 and 7

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:** Golden Harvest Food Bank
2. **Amount of request (If requesting funds from more than one district, annotate amount from each district):** \$1,400 total request (\$200 from each district)
3. **The purpose for which the funds are being requested:** Funds from the Anderson County Council will be used to provide food to hungry families and individuals in Anderson County. According to the US Census Bureau's most recent estimates, 16.7% of all individuals in Anderson County live in poverty. These low-income families are confronted with many barriers to health and wellness, including hunger. The USDA estimates that 14.3% of all Anderson residents are 'food insecure:' they lack access to sufficient food because of poverty, unemployment or disability. Those struggling and failing to afford enough to eat face major barriers to a healthy body and a brighter future. Children are deprived of the nutrition they need to learn and grow, and their caregivers cannot focus on stabilizing their lives on an empty stomach.

Golden Harvest Food Bank addresses the root causes of food insecurity in Anderson County by collecting food from a network of national and local sources and distributing it to those in need. Our Upstate Distribution Center in Williamston, SC serves as a hub where food that is sorted and stored is made available to local food pantries, soup kitchens and other hunger relief agencies. Our request for \$1,400 will be used to provide food to our 21 Anderson County partner agencies so that they can stock their shelves with nutritious meals for the families, seniors and children facing hunger in your community. Funds from the Anderson City Council will award as a Food Bank credit to these agencies on a first-come, first serve basis to ensure that funds are spent within the 60-day expenditure window. This credit will allow each agency to select foods which best fit the needs of their clients, providing an estimated 7,290 total meals to hungry community members. Please see the attached Anderson County Partner Agency List for a listing of the organizations this credit will benefit.

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- Please see the attached copy of our 501(c)(3) certification letter from the IRS.
5. **Contact Person:** Ann Visintainer
Mailing Address: 3310 Commerce Drive, Augusta, GA 30909
Phone Number: 706-736-1199 ext. 231

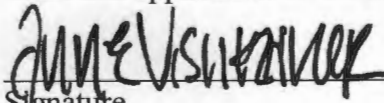
6. **Statement as to whether the entity will be providing matching funds:** Golden Harvest Food Bank will provide an estimated \$711 in matching funds if the grant is awarded. Golden Harvest expends \$0.24 to distribute a pound of food. This represents the total cost of acquiring, warehousing, and transporting food. Our partner agencies help defray the total cost of distribution by contributing a shared maintenance fee of, on average, \$0.16 per pound of food. Funds from the Anderson County Council will be entirely awarded to Golden Harvest's 21 partner agencies in Anderson County as a food bank credit on a first come, first serve basis to cover the cost of any shared maintenance fees.

A grant of \$1,400 will distribute 8,750 pounds of food, which is enough for an estimated 7,290 meals. The USDA estimates the current average cost of food at \$1.66 per pound; based on this number, the dollar value of the food distributed will total approximately \$14,525.

	Distribution cost per lb.	Total cost of distribution
Funds from Anderson County Council	\$0.16	\$1,400
Funds from Golden Harvest	\$0.08	\$711
Total Cost	\$0.24	\$2,111
Total Pounds of Food Distributed: 8,750		
Dollar Value of Food Distributed: \$14,525		

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

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


Signature

/ Ann Visintainer
Print Name

11/12/2015
Date



feeding lives together

Anderson County Partner Agencies

Anderson Interfaith Ministries	Anderson
Anderson's Emergency Soup Kitchen	Anderson
Belton Interfaith Ministries	Belton
Cross Hill Church of God	Belton
Church of God Pentecostal Foundation of Life	Anderson
Emmanuel Full Gospel Church	Piedmont
Faith Presbyterian Church Food Bank	Williamston
Good Neighbor Cupboard	Anderson
Haven Of Rest Ministries	Anderson
Honea Path United Ministries	Honea Path
First Baptist Church Of Iva	Iva
Kingdom Vision Worship Center	Anderson
Labor Of The Field Missionary Church	Anderson
Meals on Wheels- Anderson	Anderson
Oakdale Baptist Church Food Ministry	Townville
Open Arms Ministries: Pelzer Church Of God	Pelzer
Operation Care	Williamston
Salvation Army Of Anderson	Anderson
SOUP: First Baptist Church Of Pendleton	Pendleton
Gospel Tabernacle Of Faith Church	Anderson
West Anderson Church of God	Anderson
Williamston Presbyterian Church	Williamston



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248674160
June 03, 2011 LTR 4168C E0
58-1466516 000000 00
00019305
BODC: TE

GOLDEN HARVEST FOOD BANK INC
3310 COMMERCE DR
AUGUSTA GA 30909-4417



328804

Employer Identification Number: 58-1466516
Person to Contact: Mrs. Ryan
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 24, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in August 1982.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

John Skipper

From: Garry N. Bryant
Sent: Tuesday, October 20, 2015 11:21 AM
To: John Skipper
Cc: Keith Smith; Nancy V. Hunt
Subject: FW:

Sheriff,

A note of thanks that came in this morning.

Major Garry N. Bryant

Anderson County Sheriff's Office
Judicial Services Division
Detention Center Director – Courts
Animal Control – Building Security
FBI NA Session 222
Office 864-260-4200
Fax 864-332-5490



From: [REDACTED]
Sent: Tuesday, October 20, 2015 10:14 AM
To: Nancy V. Hunt; Garry N. Bryant; [REDACTED]
Cc: [REDACTED]
Subject:

Sent from Windows Mail

Hello !! Mr. Skipper !!! I seen the Sheriff's liter crew in my neighborhood today !!! I just wanted to say Thank-you !! every little thing that you do will Help clean this neighborhood up !!!! I also noticed that the Police cars are riding by more often in my neighborhood !!! on (Cherokee Circle) !!! Thanks !! and have a Blessed-Day !!!
[REDACTED] !!

THANK YOU FOR A
JOB WELL DONE.
Jf

HART COUNTY

Fire Department

800 Chandler St. • Hartwell, GA 30643



To: Anderson County Sheriff Office Marine patrol Unit

The staff of Hart County Fire Department would like to extend a sincere thank you to Sheriff John Skipper Jr. and the staff of the ACSO Marine Patrol unit for bringing your equipment to the Hart County Public Safety Day on October 17, 2015. The staff was extremely professional and knowledgeable about the equipment, their job, and the services the unit is capable of providing to our county and its citizens. The people of our community enjoyed getting an up close and personal view of what it is that you all do on a day to day basis. Thank you again, we look forward to hopefully seeing you all at our event next year. Stay safe!

Sincerely,

Captain Ryan Ray
Hart County Fire Department
Public Safety Day coordinator

THANK YOU FOR
A JOB WELL DONE.

John Skipper

From: Susan [REDACTED] yahoo.com>
Sent: Friday, October 23, 2015 2:42 PM
To: John Skipper
Subject: Thank you

Dear Sheriff Skipper,

I am a resident of Hunters Glen and I just wanted to let you know how much you and your department are appreciated. This recent manhunt brought to the forefront some of the work that you do, but I know that this situation was but a small part of your everyday work load. I'm sure many of us neglect to say thank you on a regular basis, but we do appreciate all of the work that is done to protect us.

I understand from some of your deputies that you are wonderful to work for. A direct quote is that "he treats us like human beings". Kudos to you for being that kind of leader.

Our sympathies go out to the family of the lost K9 Officer, and to the whole department on this senseless loss of life. I know I speak for many in my area when I tell you how relieved we are that the suspects were apprehended so quickly. We all hope and pray that justice will be served.

Thank you again for keeping a watchful eye on this beautiful area and the citizens that are proud to live here.

Sincerely,

Susan [REDACTED]

Anderson County Building & Codes
Monthly Activity Report
October 2015

Total Number Permit Transactions:	699	
<i>New Single Family:</i>	<i>80</i>	
<i>New Multi-Family:</i>	<i>0</i>	
<i>Residential Additions/Upgrades:</i>	<i>20</i>	
<i>Garages/Barns/Storage:</i>	<i>9</i>	
<i>New Manufactured Homes:</i>	<i>11</i>	
<i>New Commercial:</i>	<i>1</i>	
<i>Commercial Upfits/Upgrades:</i>	<i>1</i>	
<i>Courtesy Permits/Fees Waived:</i>	<i>3</i>	<i>(See Attached)</i>

Inspection Activity:

<i>Citizens Inquiries:</i>	<i>242</i>
<i>(New & Follow Up; Includes Sub-Standard Housing/Mobile Homes)</i>	
<i>Tall Grass Complaints (New and Follow Ups):</i>	<i>9</i>
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<i>758</i>
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<i>20</i>
<i>Manufactured Home Inspections:</i>	<i>62</i>
Total Number of Inspections (Site Visits) for Department:	1091

Reviews/Misc. Activity:

<i>Plans Reviewed:</i>	<i>208</i>	<i>(Includes preliminary consultations, resubmittals, follow-ups)</i>
<i>Mech/Elec/Plumb Reviews:</i>	<i>20</i>	
<i>New Derelict Manufactured Home Cases:</i>	<i>0</i>	
<i>Hearings:</i>	<i>2</i>	
<i>Court Cases:</i>	<i>0</i>	

Revenue Collected:

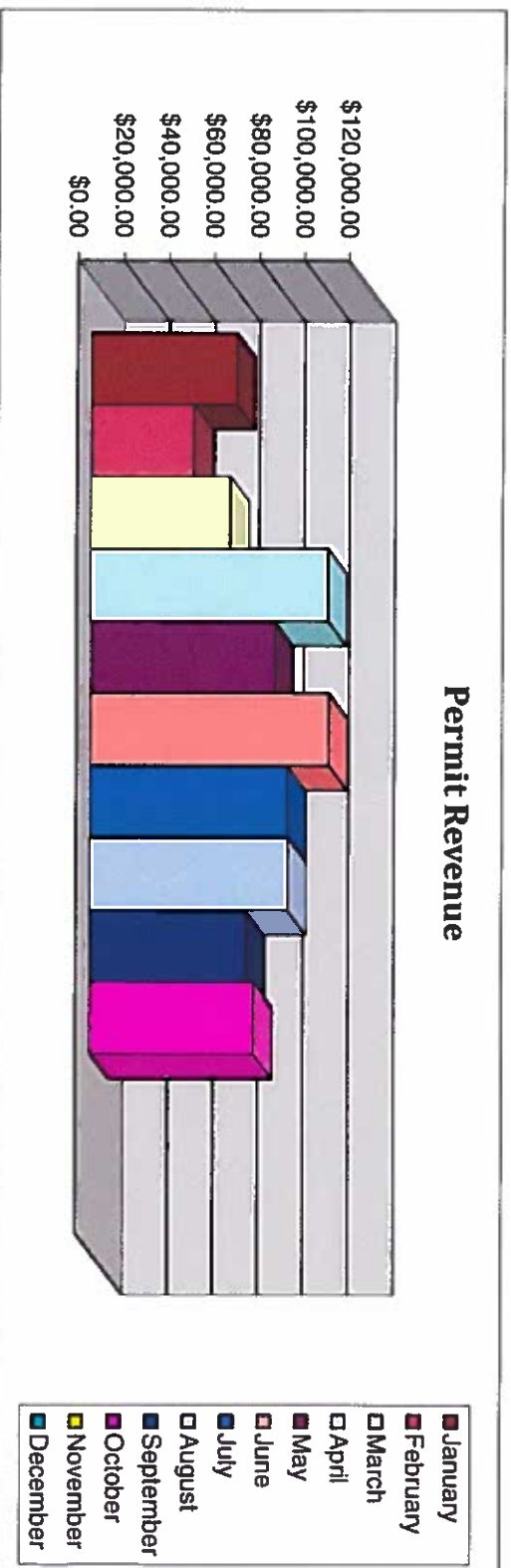
<i>Reinspection Fees Collected:</i>	<i>\$600.00</i>
<i>Powersville Office Revenue:</i>	<i>\$4,126.20</i>
<i>Plan Review Revenue:</i>	<i>\$11,990.60</i>

Total Revenue For The Month: \$72,344.20

Anderson County Building & Codes

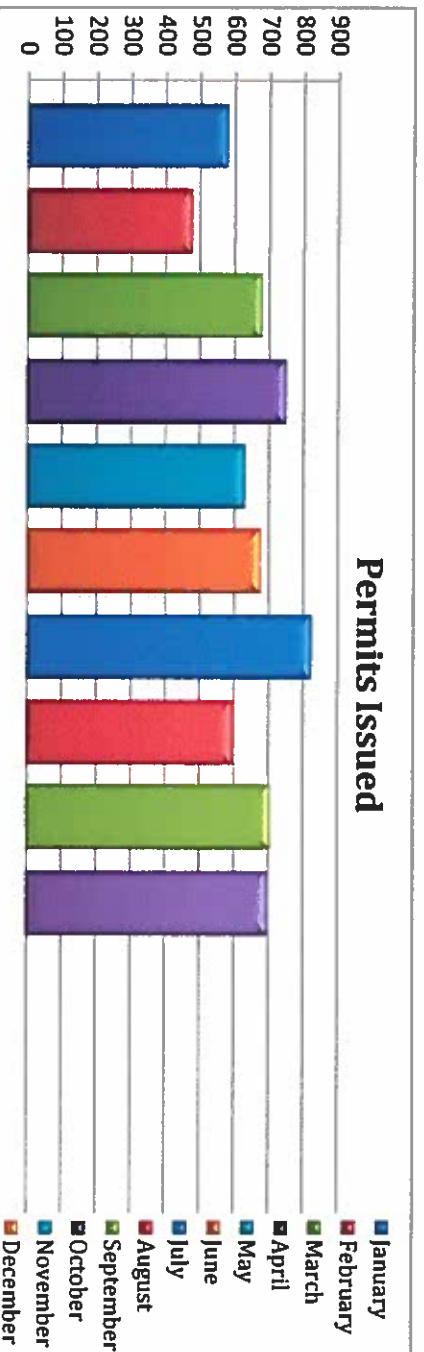
Permit Revenue for 2015

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$28,366.00	\$7,965.00	\$3,928.50	\$5,803.00	\$1,057.30	\$630.00	\$0.00	\$16,463.10	\$64,212.90
February	\$26,991.20	\$7,420.00	\$2,868.00	\$4,229.00	\$1,208.20	\$360.00	\$0.00	\$2,094.10	\$45,170.50
March	\$37,109.80	\$8,119.00	\$4,322.50	\$5,672.00	\$1,672.00	\$630.00	\$0.00	\$3,842.20	\$61,367.50
April	\$62,387.00	\$16,275.00	\$4,954.50	\$6,267.00	\$1,950.20	\$495.00	\$0.00	\$12,581.90	\$104,910.60
May	\$37,478.00	\$9,994.00	\$7,332.00	\$6,715.00	\$1,557.70	\$470.00	\$0.00	\$17,739.50	\$81,286.20
June	\$64,101.20	\$9,414.00	\$5,115.50	\$8,959.00	\$1,735.50	\$630.00	\$0.00	\$15,519.70	\$105,474.90
July	\$58,078.00	\$10,795.00	\$5,447.50	\$7,990.00	\$1,850.50	\$360.00	\$45.00	\$2,482.80	\$87,048.80
August	\$60,295.60	\$12,715.00	\$3,666.00	\$5,570.00	\$1,744.90	\$405.00	\$0.00	\$2,928.30	\$87,324.80
September	\$35,474.80	\$9,542.50	\$5,181.50	\$7,030.00	\$1,742.50	\$450.00	\$0.00	\$9,562.70	\$68,984.00
October	\$36,863.40	\$9,481.00	\$5,072.50	\$6,703.00	\$1,318.70	\$315.00	\$0.00	\$12,590.60	\$72,344.20
November									
December									
Total									



Anderson County Building & Codes Permits Issued for 2015

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	154	142	91	100	49	16	0	28	580
February	115	121	68	77	70	8	0	19	478
March	192	155	95	105	71	15	0	47	680
April	189	185	114	114	97	20	0	32	751
May	170	156	98	110	70	11	0	17	632
June	164	170	107	117	76	14	0	29	677
July	217	213	137	136	81	10	1	29	824
August	157	155	89	89	65	9	0	35	599
September	174	166	118	121	89	10	0	29	707
October	170	165	115	123	64	29	0	33	699
November									
December									
Total	1702	1628	1032	1092	732	142	1	298	6627



PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
=====				
MOD 702	COURTESY PERMIT/NO CHARGE			
201503293	10/05/2015	93,250.00	ANDERSON COUNTY	CONVERT BASEMENT/CRAWL SPACE
201503320	10/06/2015	1,000.00	PICKENS RAILWAY CO	DEMO OF DERELICT MH 33248
201503351	10/12/2015	55,000.00	5 FIRST QUALITY TISSUE SE LLC	STOCK PREP BLDG LIGHTING

TOTALS: 3 149,250.00

F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

**REPORT OF BUILDING OR
ZONING PERMITS ISSUED AND
LOCAL PUBLIC CONSTRUCTION**

For the month of:

Oct-15

ANDERSON COUNTY BUILDING & CODES
P.O. Box 8002
ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below

- ☐ Discontinued issuing permits
☐ Merged with another system
☐ Split into two or more systems
☐ Annexed land areas
☐ Had other changes

PLEASE RETURN THE WEEK OF:

If NO PERMITS were issued during this period, mark (X) and return this form

Section 1		NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
				Buildings	Housing Units		Buildings	Housing Units	
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>			101	80	80	\$17,247,639			
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters			102						
Two-family buildings			103						
Three-and four-family buildings			104						
Five-or-more family buildings			105						
TOTAL: Sum of 101-105			109	80	80	\$17,247,639	0	0	\$0.00
Section 2		NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
				Buildings	Housing Units		Buildings	Housing Units	
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>			213						
Other non-housekeeping shelter			214						
Section 3		NEW NONRESIDENTIAL BUILDINGS	Item	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
				Buildings	Housing Units		Buildings	Housing Units	
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational			318						
Churches and other religious			319						
Industrial			320						
Parking garages (buildings & open decked)			321						
Service stations and repair garages			322						
Hospitals and institutional			323						
Offices, banks, and professional			324						
Public works and utilities			325	1		\$120,000			
Schools and other educational			326						
Stores and customer services			327						
Other nonresidential buildings			328	10		\$225,280			
Structures other than buildings			329	2		\$58,000			
Section 4		ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
				Buildings	Housing Units		Buildings	Housing Units	
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential - Classify additions of garages and carports in item 438			434	20		\$621,104			
Nonresidential and non-housekeeping			437	1		\$66,000			
Additions of residential garages and carports (attached and detached)			438	9		\$273,595			
Section 5		DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
				Buildings	Housing Units		Buildings	Housing Units	
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-family houses (attached and detached)			645	6					
Two-family buildings			646						
Three-and four-family buildings			647						
Five-or-more family buildings			648						
All other buildings, structures or mobile homes			649	4					

November 10, 2015

DISTRICT 1 - RECREATION
001-5829-001-241
FY Ended June 30, 2016

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2015 - 2016	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	13,623.94
7/7/2015	7/22/2015	22217	BHP Young Farmers	(300.00)
7/7/2015	7/22/2015	22222	Boy Scout Troop 84	(1,000.00)
7/7/2015	7/22/2015	22249	Distinguished Young Women	(200.00)
7/21/2015	8/5/2015	22821	T L Hanna Band	(1,200.00)
8/4/2015	8/19/2015	23109	Balloons Over Anderson	(1,000.00)
8/18/2015	9/2/2015	23786	Main Street Program	(500.00)
9/1/2015	9/30/2015	24692	GAMAC	(1,250.00)
8/18/2015	9/30/2015	24788	Sister City	(250.00)
10/6/2015	10/21/2015	25477	Foothills Alliance	(500.00)
10/6/2015	10/21/2015	25564	Safe Harbor	(600.00)
10/20/2015	11/4/2015	26137	Shalom Ministries	(500.00)
7/21/2015	10/28/2015	C Card	Griff's Farm & Home Center (Fish for C Taylor Park)	(974.77)
11/3/2015	1/9/2015	Tran 1011	Advertising for Farmer's Market (5065-000-201)	(800.00)


SUB-TOTAL 34,549.17


Committed:


7/21/2015	Parks and Recreation - Projects	(25.23)
10/6/2015	Brown Road Boat Ramp	(5,000.00)
11/3/2015	AC Humane Society	(300.00)
11/3/2015	AC Chapter of the SC Genealogical Society	(300.00)

Ending Balance 28,923.94

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







Kimberly Poulin, Clerk to Council

Rusty Burns, County Administrator

Jana Pressley, Assistant Finance Manager

DATE: 11/10/15

DATE: 11/10/2015

DATE: 11/10/2015

November 10, 2015

DISTRICT 2 - RECREATION
001-5829-002-241
FY Ended June 30, 2016

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2015 - 2016	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	19,173.64
8/18/2015	9/2/2015	23710	Balloons Over Anderson	(2,000.00)
8/18/2015	9/2/2015	23757	Friends of Broadway Lake	(1,000.00)
10/6/2015	10/21/2015	25530	Men at Work	(1,000.00)
10/20/2015	11/4/2015	26174	YMCA	(7,000.00)
9/1/2015	11/9/2015	Tran 1011	Friends of Broadway Lake (5013-000-215)	(201.60)
9/1/2015	11/9/2015	Tran 1011	Friends of Broadway Lake (5065-000-236)	(784.40)
9/1/2015	11/9/2015	Tran 1011	Friends of Broadway Lake (5065-000-269)	(114.00)

SUB-TOTAL 37,073.64

Committed:

1/6/2015	Haynie Park at Broadway	(1,402.50)
9/1/2015	Haynie Park at Broadway	(3,000.00)
10/20/2015	Home in the Park Festival	(1,500.00)

Ending Balance 31,171.14

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



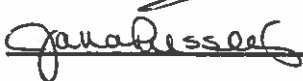
Kimberly Poulin, Clerk to Council

DATE: 11/10/15



Rusty Burns, County Administrator

DATE: 11/10/2015



Jana Pressley, Assistant Finance Manager

DATE: 11/10/2015

November 10, 2015

DISTRICT 3 - RECREATION
001-5829-003-241
FY Ended June 30, 2016


<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	---	Budget 2015 - 2016	25,000.00
	--	---	From Accommodations Fee	5,000.00
			Brought Forward	307.29
7/7/2015	7/22/2015	22205	Anderson Quick Striders	(250.00)
7/7/2015	7/22/2015	22217	BHP Young Farmers	(300.00)
3/3/2015	7/23/2015	JE	Town of Starr (Walking Track Signs)	(204.54)
7/21/2015	8/5/2015	22731	Iva Recreation Association	(500.00)
8/4/2015	8/19/2015	23247	Starr Athletic Association	(500.00)
9/1/2015	9/30/2015	24640	Belton Area Museum	(1,000.00)
9/1/2015	9/30/2015	24641	Belton Center for the Arts	(500.00)
9/1/2015	9/30/2015	24647	Bowie Old Farm Reunion	(2,000.00)
10/6/2015	10/14/2015	25149	B-HP Special Services	(1,500.00)
10/6/2015	10/14/2015	25161	Crescent HS Band Boosters	(1,000.00)
10/6/2015	10/21/2015	25478	Foothills Alliance	(500.00)
10/6/2015	10/21/2015	25565	Safe Harbor	(600.00)
10/20/2015	11/4/2015	26134	SC Upstate Equine Council	(1,000.00)
10/20/2015	11/4/2015	26137	Shalom Ministries	(500.00)


SUB-TOTAL 19,952.75

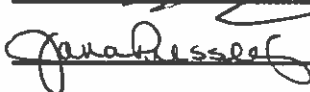
Committed:

11/3/2015	AC Humane Society	(300.00)
11/3/2015	AC Chapter of the SC Genealogical Society	(300.00)
	Ending Balance	19,352.75

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







Kimberly Poulin, Clerk to Council

Rusty Burns, County Administrator

Jana Pressley, Assistant Finance Manager

DATE: 11/10/15

DATE: 11/10/2015

DATE: 11/10/2015

November 10, 2015

DISTRICT 4 - RECREATION
001-5829-004-241
FY Ended June 30, 2016

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2015 - 2016	25,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	311.23
7/7/2015	7/22/2015	22282	Main Street Program	(500.00)
7/7/2015	7/22/2015	22301	Pendleton Recreation Association	(5,000.00)
7/7/2015	7/22/2015	22349	Townville Recreation Department	(2,000.00)
7/21/2015	8/5/2015	22652	Balloons over Anderson	(1,000.00)
7/21/2015	8/5/2015	22691	Distinguished Young Women	(200.00)
7/21/2015	8/5/2015	22822	T L Hanna Band	(300.00)
7/21/2015	8/5/2015	22824	Town of Pendleton	(2,500.00)
9/1/2015	9/30/2015	24693	GAMAC	(250.00)
8/18/2015	9/30/2015	24788	Sister City	(500.00)
10/6/2015	10/21/2015	25566	Safe Harbor	(600.00)
10/6/2015	10/21/2015	25479	Foothills Alliance	(500.00)
10/20/2015	11/4/2015	26134	SC Upstate Equine Council	(2,000.00)
10/20/2015	11/4/2015	26137	Shalom Ministries	(500.00)

SUB-TOTAL

14,461.23


Committed:


11/3/2015	AC Humane Society	(1,000.00)
11/3/2015	AC Chapter of the SC Genealogical Society	(300.00)


Ending Balance

13,161.23

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







Kimberly Poulin, Clerk to Council

Rusty Burns, County Administrator

Jana Pressley, Assistant Finance Manager

DATE: 11/10/15

DATE: 11/10/2015

DATE: 11/10/2015

November 10, 2015

DISTRICT 5 - RECREATION
001-5829-005-241
FY Ended June 30, 2016

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2015 - 2016	25,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	18,415.76
7/7/2015	7/22/2015	22217	BHP Young Farmers	(1,200.00)
7/21/2015	8/5/2015	22692	Distingulshed Young Women	(300.00)
8/4/2015	8/19/2015	23110	Balloons Over Anderson	(1,000.00)
8/4/2015	8/12/2015	22911	Quick Striders	(500.00)
8/18/2015	9/2/2015	23787	Main Street Program	(500.00)
8/18/2015	9/30/2015	24788	Sister City	(500.00)
9/1/2015	9/30/2015	24694	GAMAC	(500.00)
10/20/2015	11/4/2015	26137	Shalom Ministries	(500.00)


SUB-TOTAL 43,415.76

Committed:

10/20/2015	Home in the Park Festival	(1,500.00)
11/3/2015	AC Humane Society	(500.00)
11/3/2015	AC Chapter of the SC Genealogical Society	(300.00)

Ending Balance 41,115.76

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



Kimberly Poulin, Clerk to Council



Rusty Burns, County Administrator



Jana Pressley, Assistant Finance Manager

DATE: 11/10/15

DATE: 11/10/2015

DATE: 11/10/2015

November 10, 2015

DISTRICT 6 - RECREATION
001-5829-006-241
FY Ended June 30, 2016

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2015 - 2016	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	25,716.14
7/21/2015	8/5/2015	22693	Distinguished Young Women	(300.00)
8/4/2015	8/19/2015	23220	Powdersville League of Athletic Youth (PLAY)	(5,000.00)
8/4/2015	8/19/2015	23128	CESA - Tri County	(5,000.00)
10/20/2015	10/30/2015	Tran 1009	Building Grounds -- Hurricane Springs park	(3,120.00)
10/20/2015	11/4/2015	26170	Wren Fire Department	(5,000.00)


SUB-TOTAL 37,296.14

Committed:

11/3/2015	AC Chapter of the SC Genealogical Society	(300.00)
-----------	-------------------------------------------	----------

Ending Balance 36,996.14

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



Kimberly Poulin, Clerk to Council

DATE: 11/10/15



Rusty Burns, County Administrator

DATE: 11/10/2015



Jana Pressley, Assistant Finance Manager

DATE: 11/10/2015

November 10, 2015

DISTRICT 7 - RECREATION

001-5829-007-241

FY Ended June 30, 2016

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2015 - 2016	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	0.00
7/7/2015	7/22/2015	22204	Anderson Lights of Hope	(200.00)
7/7/2015	7/22/2015	22206	Anderson Quick Striders	(200.00)
7/7/2015	7/22/2015	22217	BHP Young Farmers	(200.00)
7/7/2015	7/22/2015	22227	Caroline Community Center	(5,000.00)
7/7/2015	7/22/2015	22250	Distinguished Young Women	(200.00)
7/7/2015	7/22/2015	22283	Main Street Program	(200.00)
7/7/2015	7/22/2015	22341	Town of Honea Path (Recreation Programs)	(2,500.00)
7/7/2015	7/22/2015	22343	Honea Path Fire \ EMS	(2,500.00)
7/21/2015	8/5/2015	22651	Balloons over Anderson	(300.00)
7/21/2015	8/5/2015	22823	T L Hanna Band	(500.00)
8/4/2015	8/19/2015	23213	Pelzer Heritage Commission	(3,500.00)
8/18/2015	9/23/2015	24409	Clemson 4-H Extension Coop	(500.00)
8/18/2015	9/23/2015	24527	Town of Honea Path	(300.00)
9/15/2015	9/30/2015	24814	Town of West Pelzer	(2,500.00)
10/6/2015	10/21/2015	25567	Safe Harbor	(250.00)
10/6/2015	10/21/2015	25448	Cheddar	(3,500.00)
10/20/2015	11/4/2015	26137	Shalom Ministries	(250.00)

SUB-TOTAL 7,400.00

Committed:

11/3/2015	AC Humane Society	(300.00)
11/3/2015	AC Chapter of the SC Genealogical Society	(300.00)

Ending Balance 6,800.00

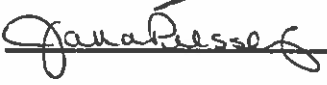
We certify that the above information to the best of our knowledge is up-to-date and is accurate.



Kimberly Poulin, Clerk to Council



Rusty Burns, County Administrator



Jana Pressley, Assistant Finance Manager

DATE: 11/10/15

DATE: 11/10/2015

DATE: 11/10/2015

DISTRICT ONE PAVING ACCOUNT
Through October 31, 2015

DISTRICT ONE

MR. FRANCIS M. CROWDER

CASH BALANCE AS OF JUNE 30, 2015	\$421,546.27
2014-2015 CASH ADJUSTMENTS AFTER JUNE 30, 2015	\$69,294.85
2015-2016 DISTRICT PAVING FUNDS	<u>\$118,893.15</u>
CASH BALANCE AS OF JULY 01, 2015	\$609,734.27
BALANCE	\$609,734.27

2015-2016 YEAR-TO-DATE EXPENDITURES

PAVING ANDERSON COUNTY ROADS	-\$148,400.00
PAVING CITY OF ANDERSON STREETS	\$0.00
PROJECTS	-\$1,100.00

REMAINING COMMITMENTS

PAVING ANDERSON COUNTY ROADS	-\$197,234.00
PAVING CITY OF ANDERSON STREETS	-\$80,000.00
PROJECTS	<u>-\$113,000.27</u>
	<u><u>\$70,000.00</u></u>

BALANCE AVAILABLE FOR PAVING

DISTRICT ONE**MR. CROWDER****ANDERSON COUNTY ROADS APPROPRIATED FOR PAVING**

<u>ROAD NAME</u>	<u>C NUMBER</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
DISTRICT ONE PAVEMENT PLAN PRIORITY LIST		11/18/14	\$148,400.00	\$148,400.00	\$0.00	\$148,400.00	10/30/15
DISTRICT ONE PAVEMENT PLAN PRIORITY LIST		07/21/15	\$197,234.00			\$0.00	
TOTALS			\$345,634.00	\$148,400.00	\$0.00	\$148,400.00	

CITY OF ANDERSON STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
THORNEHILL DRIVE PAVING (CONTIGENT UPON APPROVAL OF REMAINING BALANCE BY ACTC)	10/07/14	\$80,000.00	\$0.00		\$0.00	
					\$0.00	
CITY OF ANDERSON TOTALS		\$80,000.00	\$0.00	\$0.00	\$0.00	

<u>APPROVED PROJECTS</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
EAST WEST PARKWAY PARK	10/07/15	\$100,000.00				
DESIGN CONTRACTOR FOR EAST-WEST PARKWAY	10/21/14	\$14,000.00	\$13,899.73			
PARKING AREA NEAR EAST-WEST CONNECTOR	10/21/14	\$15,000.00	\$2,100.00		\$1,100.00	
TOTALS		\$129,000.00	\$15,999.73	\$0.00	\$1,100.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31, 2015

Kimberly A. Poulin
Clerk to Council

Date

Approved by:



Neil Carney

Finance Department
11-4-2015

Date

Prepared by Sherry McGraw

DISTRICT TWO PAVING ACCOUNT
Through October 31, 2015

DISTRICT TWO

MS. GRACIE S. FLOYD

CASH BALANCE AS OF JUNE 30, 2015	\$433,968.38
2014-2015 CASH ADJUSTMENTS AFTER JUNE 30, 2015	\$0.00
2015-2016 DISTRICT PAVING FUNDS	<u>\$122,325.16</u>
CASH BALANCE AS OF JULY 01, 2015	\$556,293.54

BALANCE	\$556,293.54
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2015-2016 YEAR-TO-DATE EXPENDITURES

PAVING ANDERSON COUNTY ROADS	-\$190,000.00
PAVING CITY OF ANDERSON STREETS	\$0.00
PROJECTS	\$0.00

REMAINING COMMITMENTS

PAVING ANDERSON COUNTY ROADS	-\$291,293.54
PAVING CITY OF ANDERSON STREETS	-\$75,000.00
PROJECTS	<u>\$0.00</u>

BALANCE AVAILABLE FOR PAVING	<u><u>\$0.00</u></u>
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DISTRICT TWO**MS. FLOYD****ANDERSON COUNTY ROADS APPROPRIATED FOR PAVING**

<u>ROAD NAME</u>	<u>C NUMBER</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
DISTRICT TWO PAVEMENT PLAN PRIORITY LIST		11/18/14	\$190,000.00	\$190,000.00	\$0.00	\$190,000.00	10/30/15
DISTRICT TWO PAVEMENT PLAN PRIORITY LIST		07/21/15	\$291,293.54			\$0.00	
TOTALS			\$481,293.54	\$190,000.00	\$0.00	\$190,000.00	

DISTRICT TWO**MS. FLOYD****CITY OF ANDERSON STREETS ALLOCATED COUNTY FUNDS**

<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
CITY OF ANDERSON PAVING, GRADING AND DRAINAGE ON NON-STATE ROADS	07/07/15	\$75,000.00	\$0.00		\$0.00	
TOTALS		\$75,000.00	\$0.00	\$0.00	\$0.00	

<u>APPROVED PROJECTS</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31, 2015

Kimberly A. Poulin
Clerk to Council

Date

Approved by:

Neil Carney
Finance Department
11-9-2015

Date

Prepared by Sherry McGraw

DISTRICT THREE PAVING ACCOUNT
Through October 31, 2015

DISTRICT THREE

MR. J. MITCHELL COLE

CASH BALANCE AS OF JUNE 30, 2015	\$318,407.86
2014-2015 CASH ADJUSTMENTS AFTER JUNE 30, 2015	(\$931.07)
2015-2016 DISTRICT PAVING FUNDS	<u>\$169,406.48</u>
CASH BALANCE AS OF JULY 01, 2015	<u>\$486,883.27</u>
	 \$486,883.27

2015-2016 YEAR-TO-DATE EXPENDITURES

PAVING ANDERSON COUNTY ROADS	-\$30,500.00
PAVING CITY OF BELTON STREETS	\$0.00
PAVING TOWN OF IVA STREETS	\$0.00
PAVING TOWN OF STARR	-\$2,208.42
PROJECTS	\$0.00

REMAINING COMMITMENTS

PAVING ANDERSON COUNTY ROADS	-\$344,170.71
PAVING CITY OF BELTON STREETS	-\$55,250.00
PAVING TOWN OF IVA STREETS	-\$48,948.65
PAVING TOWN OF STARR STREETS	-\$5,805.49
PROJECTS	<u>\$0.00</u>
	<u><u>\$0.00</u></u>

BALANCE AVAILABLE FOR PAVING

DISTRICT THREE**MR. COLE****ANDERSON COUNTY ROADS APPROPRIATED FOR PAVING**

<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
DISTRICT THREE PAVEMENT PLAN PRIORITY LIST (JOHNNY LONG RD)	11/18/14	\$30,500.00	\$30,500.00	\$0.00	\$30,500.00	10/30/2015
DISTRICT THREE PAVEMENT PLAN PRIORITY LIST	07/21/15	\$344,170.71			\$0.00	
TOTALS		\$374,670.71	\$30,500.00	\$0.00	\$30,500.00	

CITY OF BELTON STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-2016 COST</u>	<u>DATE COMPLETE</u>
CITY OF BELTON PAVING, GRADING AND DRAINAGE ON NON-STATE ROADS	07/07/15	\$55,250.00	\$0.00		\$0.00	
TOTALS		\$55,250.00	\$0.00	\$0.00	\$0.00	

TOWN OF IVA STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF IVA PAVING, GRADING AND DRAINAGE ON NON-STATE ROADS	07/07/15	\$16,250.00				
TOWN OF IVA PAVING, GRADING AND DRAINAGE ON NON-STATE ROADS	08/08/13	\$45,000.00	\$12,301.35	Incomplete	\$0.00	
TOTALS		\$61,250.00	\$12,301.35	\$0.00	\$0.00	

TOWN OF STARR STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF STARR FOR PATCHING POTHOLES	10/16/12	\$500.00	\$500.00	\$0.00	\$13.91	
TOWN OF STARR PAVING, GRADING AND DRAINAGE ON NON-STATE ROADS	07/07/15	\$8,000.00	\$2,194.51		\$2,194.51	
TOTALS		\$8,500.00	\$2,694.51	\$0.00	\$2,208.42	

DISTRICT THREE**MR. COLE****APPROVED PROJECTS****APPROVAL
DATE****EST
COST****TOTAL
COST****COST
DIFF****2015-16
COST****DATE
COMPLETE****TOTALS****\$0.00****\$0.00****\$0.00****\$0.00**

We certify that the above information, to the best of our knowledge,
is up-to-date and is accurate information as of October 31, 2015

Kimberly A. Poulin
Clerk to Council

Date

Approved by:

NLWS

Neil Carney

Finance Department

11-9-2015

Date

Prepared by Sherry McGraw

DISTRICT FOUR PAVING ACCOUNT
Through October 31, 2015

DISTRICT FOUR

MR. THOMAS F. ALLEN

CASH BALANCE AS OF JUNE 30, 2015	\$594,967.91
2015-2016 DISTRICT PAVING FUNDS	<u>\$158,732.57</u>
CASH BALANCE AS OF JULY 1, 2015	\$753,700.48
 BALANCE	 \$753,700.48

2015-2016 YEAR-TO-DATE EXPENDITURES

PAVING ANDERSON COUNTY ROADS	-\$314,800.00
PAVING-TOWN OF PENDLETON STREETS	\$0.00
PROJECTS	\$0.00

REMAINING COMMITMENTS

PAVING ANDERSON COUNTY ROADS	-\$356,450.18
PAVING-TOWN OF PENDLETON STREETS	-\$82,450.30
PROJECTS	<u>\$0.00</u>
	<u><u>\$0.00</u></u>

BALANCE AVAILABLE FOR PAVING

DISTRICT FOUR**MR. ALLEN****ANDERSON COUNTY ROADS APPROPRIATED FOR PAVING**

<u>ROAD NAME</u>	<u>C NUMBER</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
DISTRICT FOUR PAVEMENT PLAN PRIORITY LIST	VARIOUS	11/18/14	\$314,800.00	\$314,800.00	\$0.00	\$314,800.00	10/30/15
DISTRICT FOUR PAVEMENT PLAN PRIORITY LIST		07/21/15	\$356,450.18				
TOTALS			\$671,250.18	\$314,800.00	\$0.00	\$314,800.00	

TOWN OF PENDLETON STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>C NUMBER</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF PENDLETON PAVING, GRADING AND DRAINAGE NEEDS ON NONSTATE STREETS	VARIOUS	12/02/08	\$359,862.79	\$316,912.49	Incomplete	\$0.00	
TOWN OF PENDLETON PAVING, GRADING AND DRAINAGE NEEDS ON NONSTATE STREETS		07/07/15	\$39,500.00				
TOTALS			\$399,362.79	\$316,912.49	\$0.00	\$0.00	

DISTRICT FOUR**MR. ALLEN**

<u>APPROVED PROJECTS</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
COUNTY PORTION FOR SPEED HUMP AT LITTLE CREEK ROAD	10/21/2014	\$500.00	\$500.00	\$0.00		
HOMEOWNERS PORTION FOR SPEED HUMP AT LITTLE CREEK ROAD	11/25/2014	\$500.00	\$500.00	\$0.00		
TOWNVILLE REC PARK	4/21/2015	\$2,800.00	\$1,924.39	\$875.61		
TOTALS		\$3,800.00	\$2,924.39	\$875.61	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31, 2015

Kimberly A. Poulin
Clerk to Council

Date

Approved by:

Neil Carney

Finance Department

11-5-2015

Date

Prepared by Sherry McGraw

DISTRICT FIVE PAVING ACCOUNT
Through October 31, 2015

DISTRICT FIVE

MR. TOMMY DUNN

CASH BALANCE AS OF JUNE 30, 2015	\$366,087.33
2015-2016 DISTRICT PAVING FUNDS	<u>\$144,396.01</u>
CASH BALANCE AS OF JULY 01, 2015	\$510,483.34
 BALANCE	 \$510,483.34

2015-2016 YEAR-TO-DATE EXPENDITURES

PAVING ANDERSON COUNTY ROADS	-\$161,400.00
PROJECTS	\$0.00

REMAINING COMMITMENTS

PAVING ANDERSON COUNTY ROADS	-\$349,083.34
PROJECTS	<u>\$0.00</u>
	<u><u>\$0.00</u></u>

BALANCE AVAILABLE FOR PAVING

DISTRICT FIVE**MR. DUNN****ANDERSON COUNTY ROADS APPROPRIATED FOR PAVING**

<u>ROAD NAME</u>	<u>C NUMBER</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
DISTRICT FIVE PAVEMENT PLAN PRIORITY LIST	VARIOUS	11/18/14	\$161,400.00	\$161,400.00	\$0.00	\$161,400.00	10/30/15
DISTRICT FIVE PAVEMENT PLAN PRIORITY LIST		07/21/15	\$349,083.34				
TOTALS			\$510,483.34	\$161,400.00	\$0.00	\$161,400.00	

APPROVED PROJECTS

<u>APPROVED PROJECTS</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31, 2015

Kimberly A. Poulin
Clerk to Council

Date

Approved by:

Neil Carney
Finance Department
11-9-2015

Date

Prepared by Sherry McGraw

DISTRICT SIX PAVING ACCOUNT
Through October 31, 2015

DISTRICT SIX

MR. KEN WATERS

CASH BALANCE AS OF JUNE 30, 2015	\$442,391.00
2014-2015 CASH ADJUSTMENTS AFTER JUNE 30, 2015	(\$54,230.08)
2015-2016 DISTRICT PAVING FUNDS	\$143,439.04
CASH BALANCE AS OF JULY 01, 2015	<u>\$531,599.96</u>

BALANCE	\$531,599.96
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2015-2016 YEAR-TO-DATE EXPENDITURES

PAVING ANDERSON COUNTY ROADS	-\$45,269.92
PROJECTS	\$0.00

REMAINING COMMITMENTS

PAVING ANDERSON COUNTY ROADS	-\$486,330.04
PROJECTS	\$0.00

BALANCE AVAILABLE FOR PAVING	<u><u>\$0.00</u></u>
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DISTRICT SIX**MR. WATERS****ANDERSON COUNTY ROADS APPROPRIATED FOR PAVING**

<u>ROAD NAME</u>	<u>C NO.</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
DISTRICT SIX PAVEMENT PLAN PRIORITY LIST		11/18/14	\$99,500.00	\$99,500.00	\$0.00	\$45,269.92	10/30/15
DISTRICT SIX PAVEMENT PLAN PRIORITY LIST		07/21/15	\$486,330.04				
TOTALS			\$585,830.04	\$99,500.00		\$45,269.92	

DISTRICT SIX**MR. WATERS**

<u>APPROVED PROJECTS</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31, 2015

Kimberly A. Poulin
Clerk to Council

Date

Approved by:

N.W.S.
Neil Carney
Finance Department
11-9-2015

Date

Prepared by Sherry McGraw

DISTRICT SEVEN PAVING ACCOUNT
Through October 31, 2015

DISTRICT SEVEN

MS. M. CINDY WILSON

CASH BALANCE AS OF JUNE 30, 2015	\$405,335.25
2014-2015 CASH ADJUSTMENTS AFTER JUNE 30, 2015	(\$57,048.36)
2015-2016 DISTRICT PAVING FUNDS	<u>\$142,807.60</u>
CASH BALANCE AS OF JULY 01, 2015	\$491,094.49

BALANCE	\$491,094.49
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2015-2016 YEAR-TO-DATE EXPENDITURES

PAVING ANDERSON COUNTY ROADS	-\$114,197.64
PAVING TOWN OF HONEA PATH STREETS	-\$2,186.11
PAVING TOWN OF PELZER STREETS	\$0.00
PAVING TOWN OF WEST PELZER STREETS	\$0.00
PAVING TOWN OF WILLIAMSTON STREETS	\$0.00
PROJECTS	\$0.00

REMAINING COMMITMENTS

PAVING ANDERSON COUNTY ROADS	-\$229,517.80
PAVING TOWN OF HONEA PATH STREETS	-\$45,813.89
PAVING TOWN OF PELZER STREETS	-\$7,500.00
PAVING TOWN OF WEST PELZER STREETS	-\$30,000.00
PAVING TOWN OF WILLIAMSTON STREETS	-\$52,161.52
PROJECTS	<u>-\$9,717.53</u>

BALANCE AVAILABLE FOR PAVING	<u><u>\$0.00</u></u>
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DISTRICT SEVEN**MS. WILSON****ANDERSON COUNTY ROADS APPROPRIATED FOR PAVING**

<u>ROAD NAME</u>	<u>C NO.</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
DISTRICT SEVEN PAVEMENT PLAN PRIORITY LIST (TOP 14 ROADS IN FOLLOWING PRIORITY)	VARIOUS	11/18/14	\$171,246.00	\$171,246.00	\$0.00	\$114,197.64	10/30/15
DISTRICT SEVEN PAVEMENT PLAN PRIORITY LIST		07/21/15	\$229,517.80				
TOTALS			\$400,763.80	\$171,246.00	\$0.00	\$114,197.64	

DISTRICT SEVEN**MS. WILSON****TOWN OF HONEA PATH STREETS ALLOCATED COUNTY FUNDS**

<u>ROAD NAME</u>	<u>C NO.</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF HONEA PATH PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS		07/07/15	\$48,000.00	\$2,186.11		\$2,186.11	
TOTALS			\$48,000.00	\$2,186.11	\$0.00	\$2,186.11	

TOWN OF PELZER STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>C NO.</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF PELZER PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS		11/18/14	\$5,000.00				
TOWN OF PELZER PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS		07/07/15	\$2,500.00	\$0.00		\$0.00	
TOTALS			\$7,500.00	\$0.00	\$0.00	\$0.00	

TOWN OF WEST PELZER STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>C NO.</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF WEST PELZER PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS		11/18/14	\$5,000.00				
TOWN OF WEST PELZER PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS		07/07/15	\$25,000.00	\$0.00		\$0.00	
TOTALS			\$30,000.00	\$0.00	\$0.00	\$0.00	

DISTRICT SEVEN**MS. WILSON****TOWN OF WILLIAMSTON STREETS ALLOCATED COUNTY FUNDS**

<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF WILLIAMSTON PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS	11/20/12	\$25,000.00	\$24,838.48	Incomplete		
TOWN OF WILLIAMSTON PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS	07/07/15	\$52,000.00	\$0.00		\$0.00	
TOTALS		\$77,000.00	\$24,838.48	\$0.00	\$0.00	

<u>APPROVED PROJECTS</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
CHEDDAR FIRE DEPARTMENT AND WALKING TRACK FULL DEPTH REPAIR AND PATCHING	08/19/14	\$10,800.00	\$1,082.47			
TOTALS		\$10,800.00	\$1,082.47	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge,
is up-to-date and is accurate information as of October 31, 2015

Kimberly A. Poulin
Clerk to Council

Date

Approved by:

NWS

Neil Carney
Finance Department

11-9-2015

Date

Prepared by Sherry McGraw



Tommy Dunn
Chairman
Council District 5

Ken Waters
Vice-Chairman
Council District 6

Francis M. Crowder, Sr.
Council District 1

Gracie S. Floyd
Council District 2

J. Mitchell Cole
Council District 3

Thomas F. Allen
Council District 4

M. Cindy Wilson
Council District 7

Kimberly A. Poulin
Clerk to Council

Rusty Burns
County Administrator

TO: The Honorable County Council Members

FROM: Rusty Burns, County Administrator

SUBJECT: Budget Transfers FY 2015 - 2016

DATE: November 10, 2015

Attached are copies of transfers that have been processed during the dates October 12, 2015 thru November 09, 2015 for fiscal year ending June 30, 2016. All of the transfers are below the \$5,000 threshold or that would otherwise need County Council approval in accordance with Section XXVII of Budget Ordinance #2015-016. A copy of the transfers is being provided for informational purposes only.

Anderson County Finance
Post Office Box 8002
Anderson, SC 29622-8002
864.260.4224
864.260.1046 fax
www.andersoncountysc.org

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Public Works Administration

FROM:

TO:

AMOUNT:

TITLE Professional Services
ACCT.# 001-5225-000-304

TITLE Registration
ACCT# 001-5225-000-284 \$ 1000.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____ \$ _____

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

REASON:

During budget process, Budget needs were slightly underestimated.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

10-13-15

DATE:

10-13-15

DATE:

DATE:

10-14-15

Journal Entry #

1008

DATE:

10-20-15

BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: Senior Program

FROM:		TO:		AMOUNT:
TITLE	Travel	TITLE	Food	
ACCT.#	<u>15066002279</u>	ACCT#	<u>15066002215</u>	\$ <u>100.00</u>
TITLE	Lodging	TITLE	Food	
ACCT.#	<u>15066002293</u>	ACCT#	<u>15066002215</u>	\$ <u>150.00</u>
TITLE	Photo	TITLE	Food	
ACCT.#	<u>15066002271</u>	ACCT#	<u>15066002215</u>	\$ <u>200.00</u>
TITLE				
ACCT.#				

REASON:

This years activities have needed to provide more lunches for senior activities then in previous years.
Coordinator will not take any training trips needing lodging this fiscal year.

Is this transfer within your department? (Circle One) **YYES**

Is this transfer within your division? (Circle One) **YYES**

DEPT. HEAD: Kelly Jo Barnwell

DIVIS HEAD: [Signature]

FINANCE: [Signature]

ADMINISTRATOR: [Signature]

Journal Entry #

1008

DATE: 10/06/2015

DATE: 10/6/15

DATE: 10/6/15

DATE: 10-7-15

DATE: 10 20 15

BUDGET TRANSFER

DIVISION: PUBLIC WORKS

DEPARTMENT: SOLID WASTE

FROM:

TO:

AMOUNT:

TITLE	Repairs to Equipment
ACCT.#	420-5954-002-251

TITLE	Advertising	
ACCT#	420-5954-002-201	\$ 200.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____ **\$**

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

REASON:

Advertising budget was cut \$200 during the budget process. Money is needed to pay for the advertisement of a trackhoe and bulldozer for Starr Landfill.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:**ADMINISTRATOR:**

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

BUDGET TRANSFER


DIVISION:

DEPARTMENT:

Council Recreation

FROM:		AMOUNT:	TO:		AMOUNT:
TITLE	District 1		TITLE	Safe Harbor	
ACCT.#	001-5829-001-241	600.00	ACCT#	001-5829-000-073	2,050.00
TITLE	District 2				
ACCT.#	001-5829-002-241				
TITLE	District 3				
ACCT.#	001-5829-003-241	600.00			
TITLE	District 4				
ACCT.#	001-5829-004-241	600.00			
TITLE	District 5				
ACCT.#	001-5829-005-241				
TITLE	District 6				
ACCT.#	001-5829-006-241				
TITLE	District 7				
ACCT.#	001-5829-007-241	250.00			

To cover Council appropriations

DEPT. HEAD: Co Council Mtg
DIVIS HEAD:
FINANCE:
ADMINISTRATOR: 
Journal Entry # 1008

DATE: 09/01/2015
DATE:
DATE:
DATE: 10-12-15
DATE: 10 20 15

BUDGET TRANSFER

DIVISION:

DEPARTMENT:

Council Recreation

FROM:

AMOUNT:

TO:

AMOUNT:

TITLE District 1
ACCT.# 001-5829-001-241

500.00

TITLE Foothills Alliance
ACCT# 001-5829-000-041

1,500.00

TITLE District 2
ACCT.# 001-5829-002-241

TITLE District 3
ACCT.# 001-5829-003-241

500.00

TITLE District 4
ACCT.# 001-5829-004-241

500.00

TITLE District 5
ACCT.# 001-5829-005-241

TITLE District 6
ACCT.# 001-5829-006-241

TITLE District 7
ACCT.# 001-5829-007-241

To cover Council appropriations

DEPT. HEAD: Co Council Mtg

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

1008

DATE: 09/01/2015

DATE:

DATE:

DATE: 10-12-15

DATE:

10 20-15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Council Recreation

FROM:

AMOUNT:

TO:

AMOUNT:

TITLE
ACCT.#

District 7

01-5829-007-241

3,500.00

TITLE
ACCT#

Cheddar Youth

001-5829-000-022

3,500.00

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

To cover Council appropriations

DEPT. HEAD: Co Council Mtg

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: _____

DATE: 09/15/2015

DATE: _____

DATE: _____

DATE: 10-12-15

Journal Entry # 1008

DATE: 10-20-15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Council Recreation

FROM:

AMOUNT:

TO:

AMOUNT:

TITLE District 3

ACCT.# 001-5829-003-241

2,500.00

TITLE BHP Special Services

ACCT# 001-5829-000-031

1,500.00

TITLE Crescent HS Band

ACCT# 001-5829-000-054

1,000.00

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

To cover Council appropriations

DEPT. HEAD: Co Council Mtg

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE: 09/01/2015

DATE:

DATE:

DATE: 10-19-15

Journal Entry # 1008

DATE:

10 20 15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Council Recreation

FROM:

AMOUNT:

TO:

AMOUNT:

TITLE
ACCT.#

District 2

001-5829-002-241

1,000.00

TITLE
ACCT#

Men at Work

001-5829-000-535

1,000.00

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

To cover Council appropriations

DEPT. HEAD: Co Council Mtg

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: _____

DATE: _____

10/06/2015

DATE: _____

DATE: _____

DATE: _____

10-12-15

Journal Entry #

1008

DATE: _____

10 20 15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Council Recreation

FROM:

AMOUNT:

TO:

AMOUNT:

TITLE District 2
ACCT.# 001-5829-002-241

7,000.00

TITLE YMCA
ACCT# 001-5829-000-096 7,000.00

TITLE _____
ACCT# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT# _____

To cover Council appropriations

DEPT. HEAD: Co Council Mtg

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: _____

Journal Entry # 1009

DATE: 10/20/2015

DATE: _____

DATE: _____

DATE: 10-23-15

DATE: 10/30/15

BUDGET TRANSFER


DIVISION: _____			
DEPARTMENT: _____		Council Recreation	
FROM:		AMOUNT:	TO:
TITLE	District 6		TITLE
ACCT.#	001-5829-006-241	8,120.00	ACCT#
			Wren Fire
			001-5829-000-097
			5,000.00
			Bldg Grounds - Mowing
			001-5021-000-322
			3,120.00
			TITLE
			ACCT#
			TITLE
			ACCT#
			TITLE
			ACCT#

To cover Council appropriations

DEPT. HEAD: Co Council Mtg

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: 

Journal Entry # 1009

DATE: 10/20/2015

DATE: _____

DATE: _____

DATE: 10-21-15

DATE: 10-30-15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Council Recreation

FROM:		AMOUNT:	TO:		AMOUNT:
TITLE	District 1		TITLE	SC Upstate Equine	
ACCT.#	001-5829-001-241		ACCT#	001-5829-000-052	3,000.00
TITLE	District 2				
ACCT.#	001-5829-002-241				
TITLE	District 3				
ACCT.#	001-5829-003-241	1,000.00			
TITLE	District 4				
ACCT.#	001-5829-004-241	2,000.00			
TITLE	District 5				
ACCT.#	001-5829-005-241				
TITLE	District 6				
ACCT.#	001-5829-006-241				
TITLE	District 7				
ACCT.#	001-5829-007-241				

To cover Council appropriations

DEPT. HEAD: Co Council Mtg

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: _____

DATE: 10/20/2015

DATE: _____

DATE: _____

DATE: 10-23-15

Journal Entry #

1009

DATE:

10 30 15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Council Recreation

FROM:		AMOUNT:	TO:		AMOUNT:
TITLE	District 1		TITLE	Shalom Ministries	
ACCT.#	001-5829-001-241	500.00	ACCT#	001-5829-000-893	2,250.00
TITLE	District 2				
ACCT.#	001-5829-002-241				
TITLE	District 3				
ACCT.#	001-5829-003-241	500.00			
TITLE	District 4				
ACCT.#	001-5829-004-241	500.00			
TITLE	District 5				
ACCT.#	001-5829-005-241	500.00			
TITLE	District 6				
ACCT.#	001-5829-006-241				
TITLE	District 7				
ACCT.#	001-5829-007-241	250.00			

To cover Council appropriations

DEPT. HEAD: Co Council Mtg
DIVIS HEAD: _____
FINANCE: _____
ADMINISTRATOR: _____

Journal Entry # 1009

DATE: 10/20/2015
DATE: _____
DATE: 10-23-15
DATE: 10 30 15

BUDGET TRANSFER

DIVISION: Parks, Recreation & Tourism

DEPARTMENT: Parks

FROM:	TO:	AMOUNT:
TITLE <u>Professional Services</u>	TITLE <u>Meals</u>	
ACCT.# <u>001-5065-000-304</u>	ACCT# <u>001-5065-000-236</u>	\$ <u>1500.00</u>
TITLE _____	TITLE _____	
ACCT.# _____	ACCT# _____	\$ _____

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

REASON:

An unexpected trip to SCAC Annual Conference to present for the J.Mitchell Graham Award and a
trip by staff members to Columbia to assist in flood recovery efforts has resulted in this account being
almost depleted. We will need money in this account for the Saluda River Rally in June.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

BUDGET TRANSFER

DIVISION: Clerk of Court

DEPARTMENT: Clerk of Court

FROM:

TO:

AMOUNT:

TITLE	Postage
ACCT.#	001-5052-000-243

TITLE	Travel	
ACCT#	001-5052-000-279	180.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

Reason:

To cover travel expense for Clerk fo Court to attend SCAC

DEPT. HEAD:
DIVIS HEAD:
FINANCE:
ADMINISTRATOR:

DATE: _____
DATE: 10/26/15
DATE: 10/29/15
DATE: 11-3-15

Journal Entry #

1010

DATE: 11-4-15

DIVISION: PRT
DEPARTMENT: Senior Program

REASON:
Want to make sure we have enough money to cover end of year telephone bills.

New phone was purchased due to a much needed upgrade. This purchase was unexpected and therefore a transfer will be needed to carry cost to the end of year.

Sharon

DEPT. HEAD: Kelly Jo Barnwell DATE: 10/29/2015
DIVIS HEAD: DATE: 10/29/15
FINANCE: DATE: 10-29-15
ADMINISTRATOR: DATE: 11-9-15

Journal Entry # 1010 DATE: 11 4 15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Capital Lease Payments

FROM:

TO:

AMOUNT:

TITLE Interest
ACCT.# 255-5233-000-501

TITLE Financing Fees
ACCT# 255-5233-000-503 \$ 1,500.00

TITLE _____
ACCT.# _____

_____ \$ _____

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

REASON:

Escrow agent fees for 2015 lease

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

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

DEPT. HEAD: the [signature]

DATE: 10-30-15

DIVIS HEAD: _____

DATE: _____

FINANCE: _____

DATE: _____

ADMINISTRATOR: [signature]

DATE: 11-3-15

Journal Entry # 100

DATE: 11 4 15

BUDGET TRANSFER

DIVISION: 114

DEPARTMENT: 5056

FROM:		TO:	AMOUNT:
TITLE	<u>Food</u>	TITLE	<u>Meals</u>
ACCT.#	<u>114-5056-000-215</u>	ACCT#	<u>114-5056-000-236</u> \$ <u>1,000.00</u>
TITLE	<u></u>	TITLE	<u></u>
ACCT.#	<u></u>	ACCT#	<u></u> \$ <u></u>

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

REASON:

To cover meals for training events attended by employees

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

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

DEPT. HEAD:	<u>Heaven B.O. Gray</u>	DATE:	<u>11/02/2015</u>
DIVIS HEAD:	<u></u>	DATE:	<u></u>
FINANCE:	<u>Quessa</u>	DATE:	<u>11.3.15</u>
ADMINISTRATOR:	<u></u>	DATE:	<u>11-3-15</u>
Journal Entry #	<u>1011</u>	DATE:	<u>11-9-15</u>

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Council Recreation

FROM:		AMOUNT:	TO:		AMOUNT:
TITLE	District 1		TITLE	AC Chap SC Genealogical Society	
ACCT.#	001-5829-001-241	300.00	ACCT#	001-5829-000-891	1,800.00
TITLE	District 2				
ACCT.#	001-5829-002-241				
TITLE	District 3				
ACCT.#	001-5829-003-241	300.00			
TITLE	District 4				
ACCT.#	001-5829-004-241	300.00			
TITLE	District 5				
ACCT.#	001-5829-005-241	300.00			
TITLE	District 6				
ACCT.#	001-5829-006-241	300.00			
TITLE	District 7				
ACCT.#	001-5829-007-241	300.00			

To cover Council appropriations

DEPT. HEAD: Co Council Mtg

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: 

Journal Entry #

1011

DATE: _____

11/03/2015

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____


11-3-15

11-9-15

BUDGET TRANSFER

DIVISION:				
DEPARTMENT:		Council Recreation		
FROM:		AMOUNT:	TO:	AMOUNT:
TITLE	District 1		TITLE	AC Humane Society
ACCT.#	001-5829-001-241	300.00	ACCT#	001-5829-000-009
				2,400.00
TITLE	District 2			
ACCT.#	001-5829-002-241			
TITLE	District 3			
ACCT.#	001-5829-003-241	300.00		
TITLE	District 4			
ACCT.#	001-5829-004-241	1,000.00		
TITLE	District 5			
ACCT.#	001-5829-005-241	500.00		
TITLE	District 6			
ACCT.#	001-5829-006-241			
TITLE	District 7			
ACCT.#	001-5829-007-241	300.00		

To cover Council appropriations

DEPT. HEAD: Co Council Mtg
DIVIS HEAD: _____
FINANCE: _____
ADMINISTRATOR: 
Journal Entry # 1011

DATE: 11/03/2015
DATE: _____
DATE: _____
DATE: 11-3-15
DATE: 11-9-15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Council Recreation

FROM:

AMOUNT:

TO:

AMOUNT:

TITLE
ACCT.#

District 1

001-5829-001-241

800.00

TITLE
ACCT#

Parks - Advertising

001-5065-000-201

800.00

Advertising for Farmer's market

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

To cover Council appropriations

DEPT. HEAD: Co Council Mtg

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: _____

Journal Entry #

1011

DATE: _____

11/03/2015

DATE: _____

DATE: _____

DATE: _____

DATE: _____


11-3-15

11-9-15

BUDGET TRANSFER

DIVISION: _____			
DEPARTMENT: _____		Council Recreation	
FROM:		AMOUNT:	
TITLE	District 2		
ACCT.#	001-5829-002-241	1,100.00	
		TO:	AMOUNT:
TITLE	Admin - Food		
ACCT#	001-5013-000-215		201.60
TITLE	Parks - Meals		
ACCT#	001-5065-000-238		784.40
TITLE	Parks - Supplies		
ACCT#	001-5065-000-269		114.00
TITLE	_____		
ACCT#	_____		
TITLE	_____		
ACCT#	_____		

To cover Council appropriations

DEPT. HEAD: Co Council Mtg
 DIVIS HEAD: _____
 FINANCE: _____
 ADMINISTRATOR: 
 Journal Entry # 1011

DATE: 01/0011900 11/3/15
 DATE: _____
 DATE: _____
 DATE: 11-3-15
 DATE: 11-9-15