



**ANDERSON
COUNTY**

Making News.
Making Progress.

AGENDA
ANDERSON COUNTY COUNCIL
PRESENTATION MEETING OCTOBER 6, 2015 AT 6:00 p.m.
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**
2. **RESOLUTIONS/PROCLAMATION:**
 - a. **#R2015-053:** a resolution to recognize and honor Blue Ridge Electric Cooperation on their 75th Anniversary. Ms. W. Cindy Wilson (allotted 5 minutes)
 - b. **#R2015-054:** a resolution recognizing and honoring Doctor Ronnie L. Booth as the 2015 Southern Regional Chief Executive Officer Award. All Council Members (allotted 5 minutes)
 - c. **DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION:** Proclaiming October 2015 Domestic Violence Awareness Month. (Enclosed in packet are the results of Governor Haley's task force on Domestic Violence) Mr. Tom Allen (allotted 5 minutes)
3. **ADJOURNMENT:**

REGULAR COUNCIL MEETING TO COMMENCE AT 6:30PM

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

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. J. Mitchell Cole
3. **APPROVAL OF MINUTES:** September 15, 2015 meeting
4. **CITIZEN COMMENTS:** Agenda Matters
5. **REQUEST FOR 800MHZ RADIOS FOR BROADWAY FIRE DEPARTMENT:** Ms. Gracie S. Floyd (allotted 5 minutes)
6. **CITIZEN REQUEST TO BE HEARD CONCERNING ABANDONMENT OF FAYE DRIVE:** Mr. Irving Turner (allotted 10 minutes)
7. **SCAC RECOMMENDATIONS TO 2016 LEGISLATURE REGARDING COUNTY GOVT AND INTERGOVERNMENTAL DRAFT REPORT:** Mr. Francis M. Crowder (allotted 10 minutes)
8. **ANDERSON COUNTY FUTURE FOR ECONOMIC DEVELOPMENT – BUSINESS AND INDUSTRY SHOWCASE:** Mr. Francis M. Crowder (allotted 10 minutes)
9. **ORDINANCE – SECOND READING:**
 - a. **2015-026:** an ordinance amending section 2-351 (membership, terms) of the Anderson County Code as to provide for terms of service at the pleasure of council and to provide that the Accommodations Tax Advisory Committee membership shall meet the requirements of South Carolina Code section 6-4-25. **PUBLIC HEARING – NO TIME LIMIT**
Chairman Tommy Dunn (allotted 10 minutes)
 - b. **2015-028:** an ordinance amending section 2-606 of the Anderson County Code so as to allow for electronic/internet bidding for the sale, transfer, and disposal of surplus county personal property. **PUBLIC HEARING – NO TIME LIMIT**
Mr. Tom Allen (allotted 10 minutes)
10. **ORDINANCE – FIRST READING:**
 - a. **2015-027:** an ordinance requesting to rezone two parcels of property at Corner of Gerrard Road and Centerville Road, TMS #(s): 095-07-03-009 and 095-07-03-010, +/- 1.43, from R-20 (Single-Family Residential, 20,000 square foot lots) to R-D (Residential – Duplex). The purpose for the rezoning request is to allow the construction of duplexes. **(TITLE ONLY) PUBLIC HEARING – NO TIME LIMITS**
~~Mr. Michael Forman~~ (allotted 10 minutes)

- b. **2015-029**: an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 park) of Anderson and Greenville Counties so as to enlarge the park. Mr. Burriss Nelson (allotted 5 minutes)
- c. **2015-030**: 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 Capacity) Mr. Burriss Nelson (allotted 5 minutes)
- d. **2015-031**: an ordinance authorizing an Infrastructure Financing Agreement on behalf of Project Liba (the "company"); the expansion of the boundaries of the Joint County Industrial and Business Park jointly developed with Greenville County, South Carolina to include certain real property located in Anderson County, South Carolina. Mr. Burriss Nelson (allotted 5 minutes)
- e. **2015-033**: an ordinance authorizing execution and delivery of an Infrastructure Financing Agreement between Anderson County, South Carolina and "Project Lab", granting certain infrastructure credits to Project Lab; the expansion of the boundaries of the joint county industrial park jointly developed with Greenville County, South Carolina to include certain real property located in Anderson County, South Carolina. Mr. Burriss Nelson (allotted 5 minutes)

11. **RESOLUTIONS:**

- a. **#R2015-042**: a resolution expressing county council's position to judicial abandonment of the end section of Faye Drive. Chairman Tommy Dunn (allotted 5 minutes)
- b. **#R2015-056**: a resolution authorizing the Anderson County Roads and Bridges Department to perform maintenance on certain identified gravel roads. Mr. Rusty Burns (allotted 5 minutes)

12. **RESTATE SHRED LIST MOTION:** Chairman Tommy Dunn (allotted 5 minutes)

13. **REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE:**

Chairman M. Cindy Wilson (allotted 15 minutes)

- a. Zoning Applications on Anderson County webpage
- b. Neighborhood Initiative Program
- c. America Disability Act Updates
- d. Discussion on Building & Codes Standards and Setbacks

14. **REPORT FROM FINANCE COMMITTEE MEETING OCT 1, 2015:**

Chairman Francis M. Crowder (allotted 10 minutes)

- a. Bids:
 - 1. East-West Parkway Construction
 - 2. Re-Roofing of Museum
 - 3. EMS Consultant Recommendation
- b. Capital
 - 1. HAZMAT Capital-Bedslide
 - 2. Stalker Radar
 - 3. Christmas Tree
- c. TCTC Bond Issue Preference
- d. Transfers
- e. Executive Session
 - a. Economic Development Matter
 - b. Personnel Matter

15. APPOINTMENTS:

- a. Planning Committee – DISTRICT TWO
- b. Human Relations Council – DISTRICT FIVE

16. REQUESTS BY COUNCIL MEMBERS:

All Districts (allotted 14 minutes)

- a. Foothills Alliance – ALL DISTRICTS
- b. Safe Harbor – ALL DISTRICTS
- c. Crescent High School Band Booster – DISTRICT THREE
- d. BHP Special Services – DISTRICT THREE
- e. Cheddar Youth Center – DISTRICT SEVEN

17. ADMINISTRATOR'S REPORT:

Mr. Rusty Burns (allotted 2 minutes)

- a. Letters of Appreciation:
 - To: Rusty Burns From: AARP
 - To: Holt Hopkins, Glenn Brill, Terry Gaines, Sheriff Skipper, Richard Payne Angie Stringer and Kelly Turpin From: Visit Anderson
 - To: Deputy McQueen From: "Ralph"
 - To: Deputy Rusty Ables From: "Barbara"
 - To: Deputy Cochrane From: "Ronald"
 - To: Charles Pinson From: SCCWCT

18. CITIZEN COMMENTS: Other Matters

19. REMARKS FROM COUNCIL MEMBERS:

20. ADJOURNMENT

RESOLUTION R2015-053**A RESOLUTION TO RECOGNIZE AND HONOR BLUE RIDGE ELECTRIC COOPERATION ON THEIR 75TH ANNIVERSARY; AND OTHER MATTERS RELATING THERETO.**

WHEREAS, Blue Ridge Electric Cooperative was established in August 1940 under the South Carolina Rural Electrification Act to provide service to Anderson, Pickens, Oconee, Greenville and Spartanburg Counties; and

WHEREAS, through the hard work and determination of the local farmers who had to guarantee a customer density of three consumers per mile to begin construction, rural residents of Anderson and surrounding counties collaborated to ensure the co-ops success. The cooperative has grown to 64,318 consumers with over 7,000 miles of cable in the Upstate; and

WHEREAS, throughout its 75-year history, the cooperative has been led by only two Chief Executive Officers, the late A. J. "Jud" Hurt and Charles E. Dalton whose visionary and innovative thinking in renewable resources, technology and business acumen since taking the helm in 1982 has vastly enhanced the quality and quantity of power throughout the Upstate; and

WHEREAS, Blue Ridge Electric Cooperative while utilizing \$1,745,000 in funds generated from the Rural Development Act improved infrastructure into Anderson County encouraging an explosion of economic development with the addition of the Walgreen Distribution Center, Wexler, and Techtronic Industries; and

WHEREAS, the administration, residents and the County Council of Anderson are pleased to recognize Blue Ridge Electric Cooperative and Mr. Charles Dalton for their contributions to the community and Anderson County.

NOW, THEREFORE, BE IT RESOLVED this 6th day of October, 2015:

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
County Administrator

Tommy Dunn, Chairman
District Five

Kimberly A. Poulin
Clerk to Council

M. Cindy Wilson
District Seven

RESOLUTION #R2015-054**A RESOLUTION RECOGNIZING AND HONORING DOCTOR RONNIE L. BOOTH AS THE 2015 SOUTHERN REGIONAL CHIEF EXECUTIVE OFFICER AWARD; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Doctor Ronnie L. Booth, President of Tri-County Technical College, did receive the 2015 Southern Regional Chief Executive Officer Award by the Association of Community College Trustees (ACCT); and

WHEREAS, Doctor Booth's innovative leadership has led Tri-County Technical College to hold the highest student success rate in the state; and

WHEREAS, Doctor Booth's vision to expand postsecondary educational opportunities has resulted in the development of the nationally-recognized Bridge to Clemson and Connection to College programs; and

WHEREAS, Dr. Booth's personal commitment to helping students to achieve their goals has placed Tri-County Technical College in the top five percent nationally for successful student transfers to four year universities and colleges; and

WHEREAS, Doctor Booth's pioneering spirit spearheaded the development of a one-of-a-kind Industrial Development Center dedicated to educating the workforce of the future and supporting the training needs of local industries such as: McLaughlin Body Company, Watson Engineering, Sargent Metal Fabrications, and SMF; and

WHEREAS, the Regional Chief Executive Officer is awarded to that leader who has demonstrated exceptional leadership through the academic successes of students, community and industry partnerships which Doctor Booth has endeavored to establish and strengthen during his twelve year tenure as President of Tri-County Technical College.

NOW, THEREFORE, BE IT RESOLVED that, Anderson County Council commends and honors Doctor Ronnie L. Booth who passionately serves not just the young adults of our County, but all who strive to continue their education. We are appreciative of your attentiveness to the ever changing technological advances in our manufacturing/industrial culture of the upstate and salute your dedication and personal commitment to our future workforce, educators and community leaders.

This resolution shall take effect and be in force immediately upon enactment; **RESOLVED** in meeting duly assembled this 6th day of October, 2015.

ANDERSON COUNTY COUNCIL:

Tommy Dunn, Chairman
District Five

Ken Waters, Vice-Chairman
District Six

Francis M. Crowder, Senior
District One

Gracie S. Floyd
District Two

J. Mitchell Cole
District Three

Tom Allen
District Four

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Kimberly A. Poulin
Clerk to Council

Proclaiming October 2015
Domestic Violence Awareness Month

We, the County Council of Anderson, are honored to join with Safe Harbor and the community at large in thanking advocacy groups, volunteers, and law enforcement who have devoted their lives to preventing , punishing and ultimately, putting an end to domestic violence; and

Whereas, domestic violence is an unspeakable offense against human dignity that shatters lives and families, and spawns lifelong feelings of hopelessness and despair; and

Whereas, across America, an estimated 4.8 million cases of domestic violence occur each year, and, at its most tragic level, kills an average of more than three women each day; and

Whereas, each October, the formal recognition of Domestic Violence Awareness Month allows the community to acknowledge and show their support for the victims of this horrible crime; and

Whereas, through community programs such as Safe Harbor, the Victim/Witness Assistance Program and other advocacy groups, we can work together to end this violence and protect all members of society; and

Therefore, we join the residents of Anderson County in bringing to light the viciousness and lifelong devastation caused by domestic violence and in recognizing the committed and caring individuals who defend and support innocent victims; and

In grateful recognition therefore, we do hereby declare October 2015 to be “DOMESTIC VIOLENCE AWARENESS MONTH”.

_____ Tommy Dunn, Chairman District Five	_____ Ken Waters, Vice-Chairman District Six	_____ Francis M. Crowder, Sr District One
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_____ Gracie S. Floyd District Two	_____ J. Mitchell Cole District Three	_____ Tom Allen District Four
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_____ M. Cindy Wilson District Seven	ATTEST: _____ Rusty Burns County Administrator
	_____ Kimberly A. Poulin Clerk to Council

63



South Carolina Court Administration
CDV disposition by CDR Code -- Calendar Year 2014

County	2671 - Criminal Domestic Violence (CDV)						2672 - CDV 2nd offense and sub. w/in 10 years					
	Circuit		Magistrate		Municipal		Circuit		Magistrate		Municipal	
	Guilty	Not Guilty	Guilty	Not Guilty	Guilty	Not Guilty	Guilty	Not Guilty	Guilty	Not Guilty	Guilty	Not Guilty
01 Abbeville	5	0	9	20	0	0	6	5	0	0	0	0
02 Aiken	7	3	123	199	0	0	16	31	0	0	0	0
03 Allendale	1	1	0	0	4	2	0	0	0	0	0	0
04 Anderson	25	1	43	264	77	86	16	34	0	0	0	0
05 Bamberg	0	0	8	6	0	0	3	0	0	0	0	0
06 Barnwell	0	2	2	14	19	32	3	4	0	0	1	0
07 Beaufort	11	47	34	177	16	61	9	10	0	0	0	0
08 Berkeley	23	12	37	132	0	0	14	7	0	0	0	0
09 Calhoun	5	0	5	6	0	0	2	0	0	0	0	0
10 Charleston	54	3	82	154	0	0	37	73	0	0	0	0
11 Cherokee	3	4	78	17	0	0	25	7	0	0	0	0
12 Chester	3	1	14	24	0	0	4	5	0	0	0	0
13 Chesterfield	1	1	21	91	0	0	1	4	0	0	0	0
14 Clarendon	3	0	17	36	0	0	2	3	0	0	0	0
15 Colleton	4	40	5	33	12	23	3	1	0	1	1	0
16 Darlington	4	14	87	129	0	0	0	14	0	0	0	0
17 Dillon	1	0	39	19	21	10	4	1	0	0	0	0
18 Dorchester	7	0	24	139	19	76	10	7	0	0	0	0
19 Edgefield	1	0	40	32	0	0	6	1	0	1	0	0
20 Fairfield	6	0	26	12	7	9	8	2	0	0	0	0
21 Florence	17	1	78	43	0	0	21	10	0	0	0	0
22 Georgetown	6	0	20	70	35	31	5	11	0	0	1	0
23 Greenville	105	19	228	363	112	154	124	41	0	0	0	2
24 Greenwood	14	5	23	55	0	0	9	13	0	0	0	0
25 Hampton	3	7	1	1	0	0	0	0	0	0	0	0
26 Horry	11	2	108	631	171	313	26	84	0	2	0	0
27 Jasper	9	42	2	15	34	23	2	3	0	0	0	0
28 Kershaw	5	2	19	50	0	0	0	4	0	0	0	0
29 Lancaster	8	8	48	68	0	0	15	28	0	0	0	0
30 Laurens	16	1	45	45	0	0	14	10	0	0	0	0
31 Lee	2	0	15	40	0	0	3	2	0	0	0	0
32 Lexington	67	2	154	220	1	3	43	25	1	2	0	0
33 Marion	3	0	20	17	0	0	6	8	0	0	0	0
34 Marlboro	6	1	12	13	0	0	4	1	0	0	0	0
35 McCormick	0	1	9	4	0	0	0	0	0	0	0	0
36 Newberry	1	0	21	31	0	0	3	8	0	0	0	0
37 Oconee	2	2	25	23	1	0	3	11	0	0	0	0
38 Orangeburg	9	2	83	42	0	0	17	11	0	0	0	0
39 Pickens	10	4	41	43	1	3	14	11	0	0	0	0
40 Richland	49	38	47	281	45	192	34	34	0	6	0	0
41 Saluda	1	0	13	3	4	5	4	0	0	0	0	0
42 Spartanburg	83	24	232	258	5	14	100	76	0	0	0	0
43 Sumter	6	0	24	57	56	49	5	15	0	0	0	0
44 Union	8	3	9	30	0	0	5	10	0	0	0	0
45 Williamsburg	1	0	38	32	0	0	3	1	0	0	0	0
46 York	32	9	49	127	10	27	33	27	0	0	0	0
TOTAL	638	302	2,058	4,066	650	1,113	662	653	1	12	3	2

South Carolina Court Administration
CDV disposition by CDR Code – Calendar Year 2014

County	3055 - GDV 3rd offense and sub. w/in 10 years						2988 - CDV of a High and Aggravated Nature					
	Circuit		Magistrate		Municipal		Circuit		Magistrate		Municipal	
	Guilty	Not Guilty	Guilty	Not Guilty	Guilty	Not Guilty	Guilty	Not Guilty	Guilty	Not Guilty	Guilty	Not Guilty
01 Abbeville	2	4	0	0	0	0	1	5	0	0	0	0
02 Aiken	4	12	0	0	0	0	3	23	0	0	0	0
03 Allendale	0	0	0	0	0	0	0	0	0	0	0	0
04 Anderson	0	11	0	0	0	0	1	42	0	0	0	0
05 Bamberg	0	1	0	0	0	0	0	4	0	0	0	0
06 Barnwell	0	3	0	0	0	0	0	4	0	0	0	0
07 Beaufort	2	5	0	0	0	0	0	13	1	0	0	0
08 Berkeley	1	3	0	1	0	0	6	39	0	0	0	0
09 Calhoun	0	0	0	0	0	0	0	1	0	0	0	0
10 Charleston	2	18	0	0	0	0	12	69	0	0	0	0
11 Cherokee	5	0	0	0	0	0	3	6	0	0	0	0
12 Chester	0	2	0	0	0	0	1	12	0	0	0	0
13 Chesterfield	1	0	0	0	0	0	2	7	0	1	0	0
14 Clarendon	0	3	0	0	0	0	3	7	0	0	0	0
15 Colleton	0	2	0	0	0	0	2	13	0	1	0	0
16 Darlington	0	1	0	0	0	0	0	32	0	0	0	0
17 Dillon	1	2	0	0	0	0	0	0	0	0	0	0
18 Dorchester	0	1	0	0	0	0	3	17	0	0	0	0
19 Edgefield	2	2	0	0	0	0	1	2	0	0	0	0
20 Fairfield	0	0	0	0	0	0	1	0	0	0	0	0
21 Florence	4	4	0	0	0	0	5	16	0	0	0	0
22 Georgetown	0	2	0	0	0	0	2	14	0	0	0	0
23 Greenville	18	17	0	0	0	0	34	84	0	1	0	1
24 Greenwood	6	5	0	0	0	0	6	11	0	0	0	0
25 Hampton	0	1	0	0	0	0	3	2	0	0	0	0
26 Horry	2	23	0	0	0	0	9	73	0	3	0	3
27 Jasper	0	3	0	0	0	0	0	12	0	0	0	0
28 Kershaw	1	1	0	0	0	0	0	9	0	0	0	0
29 Lancaster	0	10	0	0	0	0	1	22	0	0	0	0
30 Laurens	3	2	0	0	0	0	1	16	0	0	0	0
31 Lee	0	1	0	0	0	0	0	2	0	0	0	0
32 Lexington	12	10	0	0	0	0	7	54	0	0	0	0
33 Marion	1	1	0	0	0	0	1	8	0	0	0	0
34 Marlboro	0	0	0	0	0	0	0	9	0	0	0	0
35 McCormick	1	0	0	0	0	0	0	0	0	0	0	0
36 Newberry	0	4	0	0	0	0	1	3	0	0	0	0
37 Oconee	0	2	0	0	0	0	2	12	0	0	0	0
38 Orangeburg	2	5	0	1	0	0	4	7	0	0	0	0
39 Pickens	3	1	0	0	0	0	10	14	0	0	0	1
40 Richland	4	29	0	1	0	0	6	54	0	3	0	1
41 Saluda	1	2	0	0	0	0	3	3	0	0	0	0
42 Spartanburg	8	32	0	0	0	0	7	29	1	0	0	0
43 Sumter	1	2	0	0	0	0	3	20	0	0	0	0
44 Union	2	3	0	0	0	0	1	5	0	0	0	0
45 Williamsburg	2	0	0	0	0	0	0	8	0	0	0	0
46 York	7	7	0	0	0	0	7	22	0	0	0	0
TOTAL	98	237	0	3	0	0	152	805	2	9	0	6

I. State Actions: Recommended Best Practices, Professional Standards, and Model Policies

Recommendation 1

Task Force Leadership

Problem: In order for there to be effective statewide movement against domestic violence, any change and all change must begin at the local level. Most of the best practices recommended by the Task Force must be adopted by the local level or by an independent state entity, which is why building a grassroots-style support system is so critical. Because so much change must occur locally, neither the State nor the Task Force is empowered to simply mandate change. If there is no way to hold local officials or independent boards accountable, then there is no way to achieve meaningful reform.

Solution: The Task Force recommends that the Governor develop and lead a statewide accountability movement using her influence and public pressure to ensure that local or independent entities – whether local law enforcement agencies, judges or prosecutors, counties or municipalities, professional boards, school districts, or others – adopt and implement Task Force recommendations. The Governor's Office should develop or designate accountability or enforcement measures for each recommendation (e.g. pledge, resolution, commitment letter, or other written or public documentation) so that citizens can be confident that meaningful results have occurred.

Accountability: Governor's Office

Timeline: End of Phase III

Cost: Budget Neutral

Recommendation 2

Task Force Leadership

Problem: Although the Task Force has helped to effect change and create coordination at the state level, the same team-oriented process needs to be replicated at a local level in order to get results. Many of the Task Force's recommendations cannot be mandated upon local agencies but must be independently adopted at the local level. Outreach to local law enforcement, prosecutors, judges, victims' advocates, and others is key to obtaining cultural, grassroots-level changes.

Solution: The Task Force recommends that the Governor and Task Force should host a statewide action summit on domestic violence for local stakeholders. The summit would provide a forum for local leaders to learn best practices of cultural changes and for the Task Force to pitch its recommendations to local agencies. The Governor's Office should set a date and work with Task Force leadership on developing an agenda, selecting a site, and inviting guests.

Accountability: Governor's Office

Timeline: Late Spring 2016

Cost: To be determined

Recommendation 3

Community Division

Problem: In South Carolina, most state agencies' policies do not address treatment of employees involved in acts of domestic violence that affect the workplace, including reporting of temporary restraining orders in place or violence at work. Anecdotally, it is recognized that victims can remain especially vulnerable to their batterers at work – even though victims may move to a shelter or obtain a restraining order, they usually keep their jobs and therefore remain vulnerable to, from, and while at work when their location and movements are known by the batterer.

Solution: The Task Force recommends that it coordinate with the Department of Administration Office of Human Resources to draft a "State Model Domestic Violence Policy" for approval by the Governor. To develop a model policy, the Task Force should utilize participating subject matter experts and existing resources, such as other states' and national organizations' model policies – See policies by Delaware, Florida, New York, Maryland, and Utah; See also www.employersagainstdomesticviolence.org. Victims' advocates should be consulted to ensure proper reporting policies for victims and offenders. See also Recommendation #47 for private sector HR policies.

Accountability: Task Force; DOA; Governor's Office

Timeline: 2015-2016

Cost: Budget Neutral

Recommendation 4

Services and Community Divisions

Problem: From the Phase I Survey, approximately half of victim services providers did not have or did know if they had a policy on domestic violence (48%), and the other half that did have a domestic policy indicated that the policy was not developed with consultation or assistance from state or national experts (44%). When state agencies come into contact with victims in their daily work, most state agency employees are not trained on the warning signs of domestic violence and do not know the right questions to ask or the appropriate response to give. In addition, most offenders are not offered assistance until they appear in court on charges of domestic violence. Information and resources should be offered to offenders when they self-identify or when a risk assessment indicates abusive behavior exists.

Solution: The Task Force recommends that state agencies providing direct client services – such as DSS, DAODAS, DJJ, DEW, DHEC, DMH, DDSN, and Vocational

Rehabilitation among others – should develop domestic violence informed services for both potential victims and potential offenders, including the following:

- (1) Agencies should develop written policies and procedures that are client-centered and trauma-informed;
- (2) Agencies should provide annual domestic violence training for all employees providing client services; and
- (3) Agencies should develop screening tools for domestic violence.

These policies, trainings, and screening tools should be developed in collaboration with a nationally recognized domestic violence expert or organization.

Accountability: Task Force; Governor's Office

Timeline: 2015-2016

Cost: Minimal or Budget Neutral

Recommendation 5

Criminal Justice Division

Problem: Forms for victims are not uniform throughout the state, including Victim Notification and Victim Information forms, making it more difficult for victims to understand and participate in the prosecution of their case.

Solution: The Task Force recommends that all victim notification and information forms should be universal and should be used by all agencies statewide. Standard, predictable notification procedures will help increase victim participation. Court Administration should collaborate with law enforcement agencies and victims' advocates to create a uniform, functional form and will mandate its use by all agencies.

Accountability: Task Force, Criminal Justice Division

Timeline: 2015-2016

Cost: Budget Neutral

Recommendation 6

Criminal Justice and Services Divisions

Problem: In Family Court, a petition for an Order of Protection (OP) is oftentimes difficult for some victims to complete to the required legal standards.

Solution: The Task Force recommends that technical additional assistance should be provided to victims during the OP process, from filing to disposition. Automated forms using an interactive program can help victims more easily, accurately, and effectively complete the required forms. The forms should be linked to other state services websites as a public tool for victims who are looking for recourses. Lead agencies to develop and implement the automated forms include: Court

Administration, Legal Services, Office of Victim Services Education and Certification (OVSEC), and the SC Bar.

Accountability: Task Force, Criminal Justice Division

Timeline: FY1617

Cost: To be determined

Recommendation 7

Services Division

Problem: South Carolina's current set of state standards for shelter services and emergency housing used by DSS to assess whether domestic violence organizations receive federal funding are outdated – See *Service and Administrative Standards for Domestic Violence Agencies* (2009). These standards were designed to reflect what a holistic, ideal program would be able to offer and to reflect the requirements of federal funding programs. These standards are used to assess the services offered by the 13 domestic violence organizations receiving federal funding through DSS.

Solution: The Task Force recommends that DSS should review and update the *Service and Administrative Standards for Domestic Violence Agencies* (2009) to reflect current best practices and federal funding requirements and also to develop a self-assessment tool for domestic violence organizations to assist in monitoring and encourage program development. Staff from DSS should work in conjunction with staff from SCCADVASA, the DPS VAWA and VOCA programs, and the DHEC Sexual Violence Services/Women's Health Program to complete a draft to disseminate among other stakeholders for input.

Accountability: DSS; SCCADVASA

Timeline: 2015-2016

Cost: Budget Neutral

Recommendation 8

Criminal Justice Division

Problem: More than 62% of responding law enforcement agencies to the Phase I Survey reported that their officers prosecute the lowest level domestic violence cases in Summary Court (Magistrate and Municipal Court). South Carolina is only one of three states (New Hampshire and Virginia) that allow officers to prosecute cases greater than traffic offenses, including domestic violence, against seasoned defense attorneys. Preparing for cases and prosecuting crimes takes law enforcement officers away from their intended mission.

Solution: The Task Force recommends that South Carolina should eliminate the practice of allowing law enforcement officers to prosecute domestic violence cases in municipal court and Magistrates Court. The Governor's Office should work with state agencies to develop options towards this goal.

Accountability:	Task Force; Governor's Office
Timeline:	End of Phase III
Cost:	Additional prosecutors would be needed due to the shift in resources, but recall that with the 2015 Domestic Violence Reform Law in effect, many of the lower level domestic violence cases may be eliminated.

Recommendation 9

Criminal Justice Division

Problem: South Carolina is the 6th most violent state in the country, and roughly half of our state's violent crimes are domestic violence related. Therefore, the Task Force acknowledges that prosecuting violent crime is also prosecuting domestic violence crime. Currently, there are 305 prosecutors handling 114,442 new cases each year. Not only is the burden great on individual prosecutors but also on the court system in general. Dockets are full and wait times are high – it takes an average of 423 days to get a case from arrest to disposition in General Sessions Court, and consequently, victims are far less likely to cooperate.

Solution: The Task Force recommends that there is a need for additional prosecutors. There are many related factors to consider, such as whether law enforcement officers will be prohibited from trying municipal court cases and whether the 2015 Domestic Violence Reform Law will eliminate many of the lower level domestic violence cases. The Governor's Office should work with the Commission on Prosecution Coordination and other partners to develop a plan that provides additional resources in conjunction with accountability measures (i.e. docket management).

Accountability:	Governor's Office, Commission on Prosecution Coordination
Timeline:	FY1617
Cost:	To be determined

Recommendation 10

Community Division

Problem: Gaps in communication, referral mechanisms, and treatment services have been identified between the drug and alcohol community and domestic abuse community and have been identified by both DAODAS and SCCADVASA. Oftentimes, both victims and abusers can have drug or alcohol issues. Further, it is believed from Phase I data collection that the number of domestic violence incidents involving drug or alcohol abuse is significantly under- or misreported (19.9% of incident reports for domestic violence indicate that alcohol and/or drugs were involved).

Solution: The Task Force recommends that DAODAS and SCCADVASA should work together to form partnerships between their stakeholders. DAODAS should explore the expansion of its existing trauma-informed care efforts to include trainings specific to domestic violence. Cross-trainings between systems should be developed to aid in filling the gaps between communication and referral. Internally, DAODAS should look to expand services in its system to aid communities where SCCADVASA is currently not providing services.

Accountability: DAODAS

Timeline: Ongoing

Cost: None identified at this time

Recommendation 11

Criminal Justice Division

Problem: The two statewide incident report databases at SLED need to be linked: SCIBRS, which houses categories and codes of crimes off of incident reports, and SCHIEEx, which houses identifying and narrative information from incident reports. If SCIBRS and SCHIEEx are linked, then offenders could be tracked throughout the system to easily determine how many incidents of domestic violence have occurred and if the level of violence has escalated over time.

Solution: The Task Force recommends that SLED should explore the possibility of building a bridge to link the two databases with its vendors.

Accountability: SLED

Timeline: FY1617

Cost: To be determined

Recommendation 12

Criminal Justice Division

Problem: Currently, SLED's incident report database for tracking identifying information, SCIBRS, contains fields with options for identifying the type of relationship between the victim and offender. However, SCIBRS does not offer relationship options that include the statutory types of domestic violence relationships, which means that data cannot be captured based on the law.

Solution: The Task Force recommends that SLED should consider adding the following relationship fields to SCIBRS:

- (1) Victim and Offender have a child in common;
- (2) Victim and Offender are currently cohabitating; and
- (3) Victim and Offender formerly or had previously cohabitated.

Accountability: SLED

Timeline: FY1617

Cost: To be determined

Recommendation 13

Criminal Justice Division

Problem: There is a significant variety but unknown number of software programs used by local law enforcement agencies for their Local Incident-Based Reporting Systems (LIBRS) to make reports to SCIBRS at SLED, which means it is impossible to track domestic violence uniformly amongst jurisdictions across the state. Collectively, separate software systems and support services are extremely costly to acquire and maintain. Additionally, for SLED or federal agencies to mandate changes or efficiencies in reporting, it can be burdensome and costly for individual local agencies to obtain the needed changes from their vendors.

Solution: The Task Force recommends that SLED should research options to consider the possibility of moving all law enforcement agencies in the state to the same software program for one management information system. While this recommendation speaks to long-term goal, SLED should begin by taking this first step to secure additional information. See also Recommendation 12 to add data fields as a short-term solution to the larger software problem.

Accountability: SLED; Governor's Office

Timeline: FY1617 for first step

Cost: To be determined

Recommendation 14

Community Division

Problem: Members of professional occupations need proper training on identifying and assisting suspected domestic violence victims and alleged batterers encountered in their profession. In the Phase I Survey, almost 30% of professional members indicated that they had received some sort of domestic violence training, but in contrast, 66% reported that they had "encountered someone believed to be a victim of domestic violence" in their job. It appears that many professionals are potentially encountering victims who would benefit from appropriate outreach, while few are trained on how to handle a domestic violence situation. As many professions require continuing education classes, domestic violence training can be offered as a way to fulfill requisite hours in a manner that will likely benefit domestic violence victims.

Solution: The Task Force recommends that the Department of Labor, Licensing and Regulation (LLR) will work with the professional occupational licensing (POL) boards to incorporate domestic violence training for professions and occupations. LLR has identified the most critical POL boards in which to start education on assisting suspected victims of domestic violence:

- (1) Board of Medical Examiners;
- (2) Board of Nursing;
- (3) Board of Cosmetology;

- (4) Board of Examiners for Licensure of Professional Counselors, Marriage and Family Therapists and Psycho-Educational Specialists;
- (5) Board of Dentistry;
- (6) Board of Occupational Therapy;
- (7) Board of Pharmacy;
- (8) Board of Physical Therapy; and
- (9) Social Work Examiners.

After implementing training for these initial boards, LLR may work with additional boards. It should be noted that the referenced boards have voiced support for training on domestic violence to educate licensees and will determine how best to offer the training for its members. LLR will assist by providing example training materials or will cover the costs for in-house training.

*Accountability Measure for LLR and various Professional Boards: Determined in Phase III

Timeline: Goal to be adopted by end of 2016 to account for board meeting dates and licensee renewal cycles

Cost: Budget Neutral

Recommendation 15

Community Division

Problem: When a South Carolina citizen suspects domestic violence, they cannot easily access a directory or brochure that provides information on steps to take or information to pass on to the suspected victim. While some organizations have handouts, these materials are not easy to find and download. Further, they are specific to that organization and not representative of a larger geographic area. Screening, by itself, cannot benefit individuals without referrals to services and treatment.

Solution: The Task Force recommends that LLR work with SCCADVASA to create a resource directory for citizens and professionals that will list all existing, available county services for victims and batterers. In addition, this resource should also include a step-by-step guide for how citizens and professionals can offer advice and referrals. LLR will make this resource directory available online for citizens to download and use free of charge. Further, LLR will also work on getting resources listed on "211" with United Way's assistance – Note that United Way maintains South Carolina's 2-1-1 database that includes many service providers, a natural fit for inclusion of this information.

Accountability: LLR

Timeline: End of 2015

Cost: Budget Neutral

Recommendation 16

Community Division

Problem: In the Phase I Survey, 208 reporting schools indicated that they provide teachers with professional development training on domestic violence, which is promising but not enough to spur cultural change statewide. Teachers should have quality training on domestic violence related issues for both themselves and their students.

Solution: The Task Force recommends that the Department of Education develop a teacher recertification program about domestic violence and encourages school districts to adopt the training for their teachers. Again, while the Task Force does not support mandating training down upon teachers or districts based on budgetary or other programmatic reasons, the Task Force does hope that districts will be more likely to include the training if a program has been developed by the Department for their use at no cost.

*Accountability Measure for Department of Education and/or individual School Districts: Determined in Phase III

Timeline: 2016

Cost: To be determined

Recommendation 17

Community Division

Problem: In the Phase I Survey, 302 reporting schools indicated that they provide education on domestic violence for students. With the 2015 Domestic Violence Reform Act in effect, all public K-12 schools will not have to implement domestic violence education in their health instruction for grades 6th-8th. The Task Force supports these efforts to educate all students on domestic violence, dating violence, healthy relationships, and other related issues. Education for young people is important to help end the cycle of violence and prevent abuse and deaths among teens.

Solution: The Task Force recommends that the Department of Education develop models for domestic violence curriculum as options for school districts to choose. Recognizing that school districts have different budgetary restraints, the Task Force does not advise that one type of curriculum be mandated. However, the Task Force does support the Department developing resources to make it easier for school districts to obtain quality curriculum.

In addition, while the new law mandates domestic violence education for Grades 6th-8th, the Task Force should still consider whether younger students, as early as 4K, should receive education on health relationships as well.

Note: Due to an earlier request stemming from Task Force discussion, Superintendent Spearman has already agreed to take up domestic violence with her Student Advisory Council, created in March 2015, to better ensure student interest and engagement on any curricula that is developed.

*Accountability Measure for Department of Education: Determined in Phase III

Timeline: 2016

Cost: To be determined

Recommendation 18

Community Division

Problem: By July 1, 2015, the federal Violence Against Women Act (VAWA) Amendments to the Clery Act require that higher learning institutions implement policies and programs regarding dating violence, domestic violence, sexual assault, and stalking, including primary prevention and awareness programs for incoming students. The Phase I Survey found that while the majority of South Carolina institutions of higher education have implemented the required policies and programs in time (43 of 46 responding out of 53 total), the training, sophistication, and type of training vary widely. For South Carolina to be as proactive as possible in awareness and prevention, there should be no gaps in training amongst higher ed institutions.

Solution: The Task Force recommends that there be some level of uniformity and consistency in the way VAWA programming is messaged across higher ed campuses. Task Force discussion has already spurred the creation of a Statewide College Consortium to address issues surrounding dating and domestic violence. The Consortium will provide information to colleges on how best to provide training and implement VAWA requirements. Lead agencies include: SCCADVASA, CHE, and others in the Consortium.

*Accountability Measure for Consortium and/or Higher Ed Institutions: Determined in Phase III

Timeline: 2016

Cost: Budget Neutral

Recommendation 19

Criminal Justice Division

Problem: The 2015 Domestic Violence Reform Act created a statewide Domestic Violence Advisory Committee with members from across state and local governments for the purpose of advising the Governor and General Assembly on statutory, policy, and practice changes to prevent domestic violence. Notably, the Advisory Committee is given confidentiality protections, allowing it to function as the State Fatality Review Team – a review process of domestic violence homicides for the purpose of identifying roadblocks, gaps, loopholes, or other weaknesses in the system that might prevent a similar death from occurring. Before the new law was passed, South Carolina was one of 9 states that did not have a formal fatality review process, and the Task Force is very supportive of these efforts.

However, according to advice from national experts, the Task Force understands that a critical component is missing from the Fatality Review process: local, county fatality review teams. The new law affords confidentiality protections to the statewide team but not correlating local teams. Confidentiality is critical to protect victims' privacy, to not cast blame on any one person or entity, and to allow for open dialogue and meaningful problem-solving – the hallmarks of any fatality review process.

Solution: The Task Force recommends working with legislators to determine how local, county fatality review teams can be afforded the same protections as the State's fatality review team, the Domestic Violence Advisory Committee.

Accountability: Task Force Leadership

Timeline: Prior to 2016 Legislative Session

Cost: None expected

II. Local Actions: Recommended Best Practices, Professional Standards, and Model Policies

Recommendation 20

Criminal Justice Division

Problem: More than 17% of the law enforcement agencies that responded to the Phase I Survey indicated that they are not required to file an official incident report regardless of arrest or non-arrest for domestic violence. If incidents of domestic violence are not being reported and documented, then victims are disadvantaged. It is important for SLED's databases, both SCIBRS and SCHIE, to have record of every incident report so that offenders and incidents of violence can be tracked. Currently, SLED Regulation 73-30 requires that all copies of incident and booking reports be forwarded to SLED in a timely manner. However, the regulation does not require that incident reports be written, so there is a gap – unknown how large – of incidents that are never documented or reported.

Solution: The Task Force recommends that a best practice for law enforcement agencies to adopt a policy whereby officers are required to file official incident reports on every case of alleged or substantiated domestic violence. Lead Agencies will reach out to local law enforcement agencies to make this request: SC Police Chiefs Association, SC Sheriff's Association, CJA, DPS, and SLED.

*Accountability Measure for Local Law Enforcement: Determined in Phase III

Timeline: 2016

Cost: Budget Neutral

Recommendation 21

Criminal Justice Division

Problem: In response to the Phase I Survey, only 56% of responding law enforcement agencies indicated that they require their officers to document if children or vulnerable adults reside at the location of domestic violence incidents. Similarly, over 50% of agencies do not conduct interviews with children at the incident scene. If at-risk household members are not being documented or questioned, then they would be less likely to receive services and would be unknown to prosecutors as potential witnesses.

Solution: The Task Force recommends that a best practice for law enforcement officers to require officers to document and report the presence of children and vulnerable adults residing at locations of domestic violence incidents and to require that those children or other at-risk household members be interviewed. Lead Agencies will reach out to local law enforcement agencies to make this request: SC Police Chiefs Association, SC Sheriff's Association, CJA, DPS, and SLED.

*Accountability Measure for Local Law Enforcement: Determined in Phase III

Timeline: 2016

Cost: Budget Neutral

Recommendation 22

Criminal Justice Division

Problem: During the Phase I Survey, prosecutors identified the photographs as the 2nd biggest factor that could make a domestic violence case stronger. In 40% of the responding prosecutors' cases, no pictures of the victim were taken; in 65% of the cases, no pictures of the defendant were taken; and in 59% of the cases, no pictures of the scene were taken. Law enforcement officers are not consistently capturing photographic evidence, which can be crucial for the prosecution.

Solution: The Task Force recommends that a best practice for law enforcement officers is to document domestic violence cases by taking pictures of the victim, the defendant, and the crime scene. Initial photographs are just as important as subsequent photographs that may capture bruising and other latent injuries.

*Accountability Measure for Local Law Enforcement: Determined in Phase III

Timeline: 2016

Cost: Expected to be minimal but would be dependent upon law enforcement resources.

Recommendation 23

Criminal Justice Division

Problem: Historically, law enforcement officers have not been trained to screen for control tactics or coded language, which are nonverbal communications often used by abusers towards victims in front of law enforcement without officers' knowledge. These subtle signs are meant to incite fear in the victim, allowing the abuser to maintain control over a victim even in front of law enforcement. For cultural change to occur, domestic violence must be viewed as more than a single event – it must be viewed within a historical context. A perceived threat of violence can be just as powerful as an overt act of violence.

Solution: The Task Force recommends that all law enforcement officers adopt a best practice whereby they screen for control tactics and coded language, not just for physical evidence that physical violence has occurred. Best practices for law enforcement should include (1) Separating the victim and offender out of sight from one another so that no nonverbal communication can take place; and (2) Asking a small set of standardized questions to screen for control tactics, which may include but not limited to the following:

- Have you ever tried to leave, and if so what happened when you tried?
- What, if anything, has ever been used to threaten or harm you? Weapons or other household items?
- Have you ever been strangled or tried to be strangled? If so, how?
- Have drugs and/or alcohol every lead to violence in your relationship?

Page 19

Proposed Recommendations for full
Task Force consideration August 31, 2015

See also Recommendation #32 to create a tool kit of protocols and checklists.

*Accountability Measure for Local Law Enforcement: Determined in Phase III

Timeline: 2016

Cost: Budget Neutral

Recommendation 24

Criminal Justice Division

Problem: Roughly 46% of the law enforcement agencies that responded to the Phase I Survey reported that they have policies permitting domestic violence victims to submit a statement indicating they do not want the case prosecuted, which has the potential to create additional problems for victims and other vulnerable household members. Oftentimes, these "drop forms" become weapons used by offenders for manipulation and control and, anecdotally, have been used by courts to clear dockets. Either these "drop forms" exist as standalone documents or as questions incorporated on other forms.

Note – Sometimes prosecutors can use "drop forms" as tools to help victims' safety by allowing victims to "prove" to offenders that they are not pursuing prosecution, which reinforces the role of prosecutors apart from crime victims.

Solution: The Task Force recommends that a best practice for local agencies is to rescind policies allowing domestic violence victims to sign drop forms or check drop form questions. The CJA and Attorney General's Office propose to make clear the intent of discretionary arrest aspect of the 2015 Domestic Violence Reform Law is not to suppress the proper investigation and enforcement of the law. Lead Agencies will reach out to local law enforcement agencies to make this request: SC Police Chiefs Association, SC Sheriff's Association, CJA, DPS, and SLED.

*Accountability Measure for Local Law Enforcement: Determined in Phase III

Timeline: 2016

Cost: Budget Neutral

Recommendation 25

Criminal Justice Division

Problem: Less than 30% of the responding law enforcement agencies to the Phase I Survey reported that they notified law enforcement victims' advocates of all domestic violence calls. Similarly, less than 11% of agencies required victim advocates to respond to all domestic violence calls. If victims are not receiving timely assistance, then they and other household members are more vulnerable for future harm.

Solution: The Task Force recommends that a best practice for law enforcement victims' advocates is to be notified as soon as possible of all domestic violence related calls being investigated by law enforcement agencies. Lead Agencies will reach

out to local law enforcement agencies to make this request: SC Police Chiefs Association, SC Sheriff's Association, CJA, DPS, and SLED. See also Recommendation #44 for a comprehensive advocacy study.

*Accountability Measure for Local Law Enforcement: Determined in Phase III

Timeline: 2016

Cost: Budget Neutral

Recommendation 26

Criminal Justice Division

Problem: More than 94% of 911 Call Centers do not automatically provide prosecutors with copies of 911 audio recordings for domestic violence calls. Moreover, only 56% of responding 911 Call Centers to the Phase I Survey indicated they stored 911 audio records for one year with less than 24% storing the audio records for three months or less. The 911 recordings provide valuable evidence for domestic violence prosecutions, especially if a victim is deceased or unwilling to testify. However, prosecutors indicated in the Phase I Survey that 911 recordings could not be obtained in more than 50% of their cases.

Solution: The Task Force recommends that a best practice for 911 Call Centers is to consistently provide prosecutors with copies of recordings or, at least, store audio records of domestic violence calls for at least one year from the date of the incident to allow prosecutors or law enforcement officers enough time to request the recordings. Lead Agencies will reach out to local 911 Call Centers: APCO, SC Municipal Association, SC Association of Counties, SC Police Chiefs Association, SC Sheriff's Association, SC Commission on Prosecution Coordination, CJA, DPS, and SLED. See also Recommendation #38 regarding training for 911 dispatchers.

*Accountability Measure for Municipal or County 911 Dispatchers: Determined in Phase III

Timeline: 2016

Cost: Expected to be nominal but would be dependent upon data storage capabilities.

Recommendation 27

Criminal Justice Division

Problem: Approximately 23% of the law enforcement agencies that responded to the Phase I Survey reported that they do not have a policy requiring supervisory review of domestic violence incidents to ensure proper reporting and documentation.

Solution: The Task Force recommends that a best practice for law enforcement agencies is to develop a policy and implement a process requiring mandatory supervisory review of all domestic violence incidents to ensure that all elements of law are

present and whether control tactics used by the perpetrator were properly documented. Lead Agencies will reach out to local law enforcement agencies to make this request: SC Police Chiefs Association, SC Sheriff's Association, CJA, DPS, and SLED.

*Accountability Measure for Local Law Enforcement: Determined in Phase III

Timeline: 2016

Cost: Budget Neutral

Recommendation 28

Criminal Justice Division

Problem: Although there is some domestic violence training for law enforcement and prosecutors separately, there is no training coordinated among all criminal justice partners at a jurisdictional level.

Solution: The Task Force recommends that training for all criminal justice partners should be done locally, regionally, and at the statewide level. Training should use a team approach comprised of representatives from the Solicitors' Offices, Attorney General's Office, CJA, and law enforcement agencies. The SC Commission on Prosecution Coordination should facilitate the coordination of training amongst the Solicitor-led Community Coordinating Councils along with the Attorney General's Office, CJA, and state law enforcement agencies.

*Accountability Measure: Determined in Phase III

Timeline: End of 2016

Cost: Nominal

Recommendation 29

Criminal Justice Division

Problem: While more than 99% of law enforcement agencies that responded to the Phase I Survey reported they utilized the CJA's annual domestic violence update training, less than 38% of those agencies indicated they conduct local, in-house training, which means they are missing the opportunity to coordinate with the local community and address local issues. Moreover, of the almost 75% of the agencies that collect and retain data on domestic violence, only 40% of those actually analyze the data to develop improved enforcement and response strategies.

Solution: The Task Force recommends that all local law enforcement agencies should conduct annual in-house domestic violence training based on the jurisdiction's specific data to focus on their unique problems and issues. The training should be coordinated with community stakeholders to build relationships, improve processes, and focus on best practices. Lead Agencies will reach out to local law enforcement agencies: SC Police Chiefs Association, SC Sheriff's Association, CJA, DPS, and SLED.

***Accountability Measure for Local Law Enforcement: Determined in Phase III**

Timeline: 2016

Cost: Budget Neutral

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL

COUNTY COUNCIL MEETING

SEPTEMBER 15, 2015

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
KEN WATERS
FRANCIS CROWDER
GRACIE FLOYD
MITCHELL COLE
TOM ALLEN
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RITA DAVIS
KIM POULIN

1 TOMMY DUNN: At this time I'd like to
2 call our regular meeting of September the 15th to
3 order. And at this time I'd like to ask Councilman
4 Francis Crowder if he'd lead us in the Invocation and
5 Pledge of Allegiance. If we'd all please rise.
6 (INVOCATION AND PLEDGE OF ALLEGIANCE
7 BY FRANCIS CROWDER)
8 TOMMY DUNN: At this time we'll ask for
9 approval of the minutes of the September 1st, 2015
10 meeting. Are there any corrections to be made to
11 those minutes? Mr. Crowder?
12 FRANCIS CROWDER: ???
13 TOMMY DUNN: Are you on, Mr. Crowder?
14 FRANCIS CROWDER: Thank you. Appreciate it.
15 All right. On page 13 of the minutes, line 10, insert
16 the word safe, S-A-F-E. On page 14, line 23, insert
17 the word questions. These both have to do with blank
18 spaces. On page 16 -- on page 14, line 23 insert the
19 word questions. Thank you, sir. That's all.
20 TOMMY DUNN: You get that, Kim? Hearing
21 those, be anything else? Hearing none, Mr. Crowder
22 puts that in the form of a motion. We have a second?
23 KEN WATERS: Second.
24 TOMMY DUNN: Second Mr. Waters. Motion
25 to accept the minutes with those corrections by Mr.
26 Crowder and seconded by Mr. Waters. Hearing any
27 discussion?
28 CINDY WILSON: Mr. Chairman?
29 TOMMY DUNN: Oh, Ms. Wilson, I'm sorry.
30 CINDY WILSON: I was not here so I
31 shouldn't ...
32 TOMMY DUNN: Okay. All in favor of the
33 motion show of hands. All opposed like sign. Show it
34 was unanimous with Ms. Wilson abstaining because she
35 was not present at the last meeting. Thank y'all very
36 much.
37 We'll be moving on now to number 4, Citizens
38 Comments. Mr. Harmon.
39 LEON HARMON: Mr. Chairman, there are no
40 citizens signed up tonight.
41 TOMMY DUNN: Thank you, Mr. Harmon.
42 Number 5, Approval of CEDS Report from the
43 South Carolina Appalachian Council of Governments. We
44 talked -- he was representative from Appalachian --
45 ACOG was here last meeting night presenting this and
46 told you to look over it and we'd vote on it the next
47 Council meeting. So does anybody have a motion?
48 CINDY WILSON: So moved.
49 FRANCIS CROWDER: I make a motion we approve.
50 Now she's going to make ---

1 CINDY WILSON: Second.
2 TOMMY DUNN: Ms. Floyd -- I mean, I'm
3 sorry. Mr. Crowder makes the motion to accept; Ms.
4 Wilson seconds it. Any discussion?
5 CINDY WILSON: Yes, Mr. Chairman.
6 TOMMY DUNN: Go to Ms. Wilson and I'll
7 come to you. Okay?
8 CINDY WILSON: Okay. Thank you. I
9 apologize I missed the COG meeting and then I missed
10 last week. But I went through this and I found a few
11 things that we need to add in. On the first page
12 under the Economic Profile, under Real Providers, we
13 need to be sure to add Greenville Western Railroad.
14 On page 35 where we ---
15 TOMMY DUNN: Excuse me just a minute,
16 Ms. Wilson. One minute. Okay. One second, please.
17 It's the book we had last week. Now whether you
18 brought it or not, I don't know. It's the report that
19 ACOG give us last week. I'm sorry. Go ahead.
20 CINDY WILSON: Oh, I'm sorry. On page 35
21 where it notes the widening of I-85 from two lanes in
22 Anderson County, we need to add, to the Georgia line.
23 On page 44 where it's referring to workforce
24 development initiatives, we need to be assured that
25 the Quick Jobs Center at Tri-County Tech is added in
26 the Anderson campus. And -- by the way, as I go
27 through these, I'll make sure I call Mr. Shellhorse
28 tomorrow to point these out. And, let's see, there's
29 on page 56 under Tourism, where it refers to centuries
30 old Cherokee Indian sites, that should be s-i-t-e-s.
31 On page 57, where it's referring to the Tourism
32 aspects, it was important that we add a section to
33 recognize the Upstate's Equine Industry as both a
34 substantial economic and quality of life contributor
35 with a large diverse equine population offering most
36 sports disciplines and providing competition and
37 pleasure venues across the region. Most notable is
38 the Clemson University Senator T. Ed Garrison
39 Livestock Arena in Anderson County and the adjoining
40 almost eight thousand acres of Clemson University
41 School of Forestry land which has over forty miles of
42 mapped and marked trails available for riding, hiking
43 and mountain biking. And other trail and show
44 facilities such as Greenville County's River Bent
45 Park, Clemson University Isaqueena North Forest in
46 Pickens County and private foundations offering public
47 access such as the Parker Bowie Farm in Anderson
48 County. And then on page 62 under the heading of
49 Resilience through Diversity and referring to the
50 local Clemson University, the line starts Institution

1 is driving innovation, and we need to be sure to add
2 agriculture along with automotive advance materials,
3 energy, bioscience, aerospace and so on.

4 And if I might put that in the form of a
5 motion and point out that if we don't put these things
6 in, if grants come available through any federal
7 opportunity, it helps to have these things noted.
8 Thank you.

9 TOMMY DUNN: We have a motion. We have
10 a second?

11 FRANCIS CROWDER: Well, I -- can I make the
12 motion and then second this one?

13 TOMMY DUNN: We have to second. We
14 already got the motion on the floor, and I'd rather
15 get this -- get her amendment. She's a ---

16 FRANCIS CROWDER: Okay. I second her
17 amendment.

18 TOMMY DUNN: Second. Now, I mean you
19 make a motion to change -- to accept this with those
20 changes and you seconded it. Ms. Floyd asked for the
21 floor next, and I'll come to you, Mr. Crowder. Ms.
22 Floyd?

23 GRACIE FLOYD: ????

24 TOMMY DUNN: Guy was here last week. He
25 went over everything. We said we'd look at it, we'd
26 bring it back up for a vote. That's the reason we
27 didn't vote on it last meeting night. Give people a
28 chance to digest it.

29 GRACIE FLOYD: ???

30 TOMMY DUNN: Okay. Thank you. Now, Mr.
31 Crowder?

32 FRANCIS CROWDER: Oh, I have no -- being on
33 the committee that helped develop the CEDS, along with
34 six, eight other people from other counties, I feel
35 like those are very appropriate because keep in mind
36 all those are as an outline of -- if grants were
37 available, all the different areas that we're
38 interested in. So it's like a wish list.

39 TOMMY DUNN: Exactly. Anyone else?
40 Hearing none, all in favor of the motion with Ms.
41 Wilson's changes, show of hands. All opposed. All
42 abstentions. Show the motion carries, Mr. Waters, Mr.
43 Allen, Mr. Dunn, Mr. Cole, Mr. Crowder and Ms. Wilson
44 in favor. Ms. Floyd abstains. Thank you.

45 GRACIE FLOYD: May I say something?

46 TOMMY DUNN: Yes, ma'am.

47 GRACIE FLOYD: I am abstaining because I'm
48 -- I just don't remember any of this. The -- if it
49 were in my notebook -- was it in the notebook?

50 TOMMY DUNN: Last week it was.

1 GRACIE FLOYD: It was. Okay. And I
2 didn't even take the thing home to study it, so I'll
3 have to go over it on my own. And when I get to parts
4 I don't understand if it pleases the Chairman, I'd
5 rather call ACOG.
6 TOMMY DUNN: That'll be fine. Yes,
7 ma'am.
8 GRACIE FLOYD: And get my questions
9 answered.
10 TOMMY DUNN: Yes, ma'am.
11 GRACIE FLOYD: All right. Thank you.
12 TOMMY DUNN: And if the staff can help
13 you in any way, let us know. I'm sure they will. If
14 staff can help you in any way, I'm sure they will.
15 Thank you.
16 Moving on to Item number 6.
17 LEON HARMON: Mr. Chairman.
18 TOMMY DUNN: I'm sorry.
19 LEON HARMON: I believe you need to take
20 up the original motion ---
21 TOMMY DUNN: The original motion, I'm
22 sorry, I thought -- and I'll be glad to do it -- I
23 thought the original motion was Ms. Wilson's made that
24 original motion with -- well, she made the motion; her
25 motion was with these changes to start with. That's
26 the reason I didn't amend it. I mean, it wasn't an
27 amendment. She made the motion to accept this with
28 those changes to start with. You follow me?
29 LEON HARMON: Yes, sir. Okay.
30 TOMMY DUNN: I mean she made the motion,
31 her original -- she's the one who made the motion.
32 Her original motion was that with those changes. I
33 believe that's correct.
34 LEON HARMON: I'm sorry. I thought there
35 were two motions on the floor.
36 TOMMY DUNN: Don't you go crazy on me.
37 I got enough of that already now. Thanks.
38 Moving on to Item number 6, Paving Request
39 for Oak Hill Drive. Mr. Crowder.
40 FRANCIS CROWDER: Well, first of all, Mr.
41 Chairman, there's a typographical error. It's Oak
42 Island Drive. But if you look at all the
43 documentation ---
44 TOMMY DUNN: Excuse me. It's Oak
45 Island?
46 FRANCIS CROWDER: Oak Island.
47 TOMMY DUNN: Island.
48 FRANCIS CROWDER: It's over -- well, if you
49 look at the documentation on page 2 where the
50 photographs, it clearly shows a sign -- it shows a

1 sign and a car, Oak Island. This is in the Cobbs
2 Glenn area. If you read the request, the gentleman
3 actually contacted Roads and Bridges and told them --
4 asked them, hey, I'm fixing to build a house out here,
5 can you all pave this cul-de-sac because there was no
6 reason to build a cul -- I mean pave the back end cul-
7 de-sac because nobody was building in the cul-de-sac,
8 but they were building on the sides. Well, now this
9 man wanted to buy a lot in the cul-de-sac so he
10 contacted Roads and Bridges and they told him in June
11 that they thought this was something that could be
12 done. His name is Mark McConnell. Okay.

13 Anyway, later on the gentleman, Scott
14 Garland, contacted him back and the man said, well,
15 the ordinance has changed and I can't do it unless
16 County Council approves the paving. So my
17 recommendation is that -- to accept this road, this
18 cul-de-sac and you see the pictures of it. It's a
19 very small area. And also the entrance road needs a
20 lot of patching. If you look at the very first
21 picture page, you'll see the third picture on that --
22 second picture on that page is the road is really
23 degraded. The shoulders are crushed and all that kind
24 of good stuff. And if you're going to have multiple
25 houses back in there, of which there are already, you
26 know, it needs to be upgraded. I talked with our
27 distinguished Mr. Holt Hopkins and he said that he
28 thought that that would be an appropriate thing. So I
29 make the motion that we approve the paving of that Oak
30 Island.

31 TOMMY DUNN: Have a motion Mr. Crowder.
32 Have a second?

33 KEN WATERS: Second.

34 TOMMY DUNN: Second Mr. Crowder -- I
35 mean Mr. Allen. Now discussion? I just want to
36 clarify a few things. Really and truly the ordinance
37 hasn't changed. There wasn't no ordinance.
38 According, there was, or misunderstanding of
39 ordinance. And this come about in what you call it.
40 And this is exactly what it should come. It should
41 come before Council. And I'm a -- and Ms. Floyd's got
42 one next, too, on this. And I'm really against both
43 of these, but because of what the property owners were
44 told, led down that road, and I hope we can change
45 this, I'll be supporting this because I hate when
46 somebody tells somebody something and you don't follow
47 through with it. And that's the reason. Our roads
48 are in dire need. I just had a long conversation this
49 afternoon with somebody and go out here and start
50 fixing up dirt roads on -- making lots that not --

1 it's one thing to be a priority. I think you've got
2 to prioritize, you know, get to it. But like I said,
3 these people, my understanding, both folks were told
4 that this would be done by county staff unfortunately.
5 So I want to make sure that they don't get hoodwinked.
6 So I just wanted to say that and get it out because I
7 do feel very strongly about -- we only got so much
8 money and everyone that sits up here about road money
9 and road money about fixing roads, our roads in the
10 shape they in, then going out here and in some cases
11 fixing these road better than the roads people travel
12 on every day. So I do have a problem with that and
13 that's one reason this ordinance has come up. I sort
14 of fix this and get the word out there that you put a
15 house on a dirt road and just because the county's got
16 it, don't mean we're going to keep up with it. We've
17 got roads in this county that's -- even gravel that's
18 in better shape than some of our asphalt roads. And
19 here lately they was even put more gravel on them and
20 you got one property owner that owns that thing and
21 you have to cross a creek to get to the other side of
22 it. No good to nobody but somebody going from here --
23 from point A to point B to get something or other and
24 taxpayers are just really funding private roads. And
25 it sort of hurts me. But I rant and raved about that
26 enough and I won't say no more. But any more
27 discussion?

28 KEN WATERS: I've got one question to
29 ask.

30 TOMMY DUNN: Mr. Waters?

31 KEN WATERS: Will situations like this
32 be added into our paving fund? Because I know I have
33 somebody that asked me about the same situation about
34 three weeks ago. I haven't gotten them an answer yet
35 just because I haven't saw them since then.

36 TOMMY DUNN: In my understanding, and
37 I'll be stand to be corrected, this will come under
38 maintenance not our paving allotment. This comes
39 under road maintenance.

40 KEN WATERS: Okay. All right. So this
41 could happen again. So I guess my question ---

42 TOMMY DUNN: Well, it could happen
43 again, but I hope it will get out there where staff's
44 got a clearer ordinance now to go by if this situation
45 comes. If somebody comes up and tells me, they ain't
46 going to be automatically giving because you got so
47 many houses on the -- you know, if somebody goes there
48 and wants to start putting houses on a dirt road, they
49 need to understand, you know, it might get paved. You
50 better ask if county's going to accept it or maintain

1 it or not. It is a county road, but if the county's
2 going to spend the money to keep it up, before you
3 start putting houses on it.

4 KEN WATERS: Okay.

5 TOMMY DUNN: Ms. Wilson.

6 CINDY WILSON: Adding on to what you said,
7 Mr. Cole and I share a couple of situations where
8 there were flim-flam type developers in the past who
9 told people when they bought lots from them that as
10 soon as there were three or four or five dwellings on
11 the road, the county would come in and pave it. Well,
12 I don't know that that was ever true. But we have no
13 real way of doing that unless you create a special tax
14 district or something along those lines.
15 Unfortunately in the two cases that I know of, the
16 people are just dreadfully poor. It's very difficult
17 for emergency services vehicles to even get in there.
18 So it's a conundrum.

19 TOMMY DUNN: Keep in mind, don't mix
20 apples with oranges. I agree with you're saying. The
21 problem that you're talking about, each Council member
22 has those -- unfortunately, has got those in our
23 district. They're not county roads. Road Mr.
24 Crowder's talking about and ones in Ms. Floyd's
25 district are county -- they was took in years ago in
26 the old subdivision. Probably ??? or one of his folks
27 probably took it in. That's when these roads were ---

28 FRANCIS CROWDER: Yeah, that's Cobb's Glenn.

29 TOMMY DUNN: --- took in and everything
30 so you know they are -- they are county roads. But
31 that don't mean we got to -- you know, our thing is
32 priority. Keep that in mind. In my opinion.

33 FRANCIS CROWDER: I apologize for the use of
34 change of ordinance. Well, it's a new declaration.
35 Okay.

36 TOMMY DUNN: Any more discussion?
37 Hearing none, all in favor of the motion show of
38 hands. All opposed like sign. Show the motion
39 carries unanimously.

40 Be moving on now to Item number 7, Paving
41 Request for Lull Water Lane. Ms. Floyd.

42 GRACIE FLOYD: The paving request is made
43 for Oak Hill Drive. Now as long as I was here,
44 dealing with roads, I was always told that if we had
45 -- if we needed to pave a road, a road could not be
46 paved -- a county road could not be paved unless it
47 had three or four houses on it. That's a fact. All
48 right. It started, I was told this forty-three years
49 ago. And I was told this forty-three years ago in
50 November. And I know so specific because I had just

1 moved on to Ramona Drive in the Townsend Hill Division
2 -- Subdivision. And we were anxious to get the road
3 behind us paved. It was a bonafide road that the
4 county had come in and the county had scrapped it and
5 it was all in preparation. It was a dirt road; okay?
6 We were wanting to know when they were going to pave
7 that road. And we were told that the road could not
8 be paved until we had at least three or four houses
9 built already on that road. Then the county would
10 come in and they would pave the road. Okay. And I
11 want to say that the road maintenance person was J.R.
12 -- was it J.R. McClure at that time, Mr. -- I think it
13 was J.R. McClure who was the road paving person at
14 that time, forty-three years ago?

15 RUSTY BURNS: Mr. McClure. It might have
16 been Mack Waters; might.

17 GRACIE FLOYD: Okay. All right. But
18 anyway, we were told that and that was a fact. And
19 all of this time I'm thinking no one has said, no --
20 we changed -- we did some tweaking to the road
21 ordinance, I want to say in the early nineties. It
22 was Fred Tolly, it was Gracie Floyd, it was Larry
23 Greer, it was two other people -- Tom Holden, and we
24 sat around the table and we made some tweaks to it.
25 All right.

26 I've been told lately that some things were
27 dropped, some things were forgotten to be put in there
28 or just whatever. But today, I am asking that -- I
29 want to submit a paving request for Lull Water Lane
30 which is in the Homeland Park area, which is my area.
31 I put that in the form of a motion. This is same
32 thing that District 1 has just done, and in the form
33 of a motion.

34 TOMMY DUNN: Yes, ma'am. Have a second?

35 MITCHELL COLE: Second.

36 TOMMY DUNN: Second Mr. Cole. Any
37 further discussion? Comments? Go ahead, Mr. Waters.

38 KEN WATERS: This is the same type of
39 situation? It'll be taken care of in maintenance?

40 TOMMY DUNN: And this, again, this
41 gentleman was told it would be -- and that's the only
42 reason I'm voting for because I don't like it. Don't
43 think, and like I said, nobody's disputing what nobody
44 was told or I'm not, because I know what I was told by
45 the county road maintenance department, too. They was
46 told that that was the ordinance. But I asked the
47 attorney to check it and that wasn't the case.
48 Because I was told point blank that the -- just going
49 by what your ordinance says, so I wanted to know what
50 the ordinance says and I looked it up and that ain't

1 what it said. But that's water under the bridge. I
2 hope we got something in place now to correct these
3 things and moving on. Like I said somebody was told
4 ---

5 KEN WATERS: Just wanted to make sure
6 the situations are falling in the same category.

7 TOMMY DUNN: Same. As far the county
8 owned road, same thing. And they was both told, is my
9 understanding, that this would be took care of.

10 KEN WATERS: Okay. Thank you.

11 TOMMY DUNN: Any more discussion? All
12 in favor -- Mr. Cole, I'm sorry.

13 MITCHELL COLE: Big issue is we're setting
14 precedence for anything else that comes up. I will
15 support this.

16 GRACIE FLOYD: No.

17 TOMMY DUNN: Keep in mind, this is
18 still, though, this is county maintained roads, and
19 not -- not, you know, as Ms. Wilson alluded to a while
20 ago, I've got in my district, I'm sure Ms. Floyd does,
21 I know Tom Allen does, Mr. Water probably does. We've
22 got subdivisions that the developers developed that
23 the county never took those roads in. So this is
24 like, really an apple and an orange. It's not the
25 same thing. Because the county's already got these
26 roads. We don't -- but the other ones we don't have.
27 The fact the business, we've got a -- because believe
28 you me, I've got one road in my -- a particular road
29 in my district that's -- it's way before I got on
30 Council and I get at least a minimal of two or three
31 times a year, somebody different on that road, it's
32 like Ms. Wilson's talking about, they can't --
33 emergency vehicles cannot travel it. So I try to
34 every way under the sun to even look and see if there
35 was something we could do get emergency vehicles to
36 get on it. They showed me a letter that a judge -- an
37 order he had issued that they'd put me in jail if I
38 appropriated any money to put county equipment on that
39 road. That's what that -- where that comes from. We
40 got to keep that in mind. Ms. Floyd?

41 GRACIE FLOYD: I'm sorry. Thank you.
42 I'll have to look in your eyes. We aren't really
43 setting anything, because what we're doing, we're
44 going on what we were told what was done. What
45 happened was, something happened where that portion of
46 the ordinance that we were using was just left out or
47 just -- it's just not there anymore. During the time
48 that we changed that, maybe a part of it was dropped
49 or forgotten or just wasn't written in and here we now
50 we find ourselves wanting to do -- wanting to do this

1 because we could do it at one time, it was said we
2 could do it. But because we can't find it, we're
3 going back, we're going to go ahead and do like we've
4 been doing it until we can come up with an ordinance
5 that's going to straighten this out. Until we can
6 tell our Roads and Bridges people what the new thing
7 is that they have to do. We don't have anything in
8 place for it now.

9 TOMMY DUNN: Any more discussion? All
10 in favor of the motion show of hands. All opposed
11 like sign. Show the motion carries unanimously.

12 Moving on to Item number 8, third reading,
13 ordinance authorizing the execution of a lease
14 purchase agreement in an amount not to exceed five
15 point three million dollars relating to the
16 acquisition of certain vehicles and equipment by
17 Anderson County, South Carolina; authorizing the
18 execution and delivery of all other documents
19 necessary or appropriate to implement such lease
20 purchase agreement. Do we have a motion to move this
21 forward?

22 FRANCIS CROWDER: Make a motion we approve.

23 TOM ALLEN: Second.

24 TOMMY DUNN: Motion Mr. Crowder and
25 second by Mr. Allen. At this time I want to open the
26 floor for discussion and I want to make an amendment
27 to clean up some language per the attorney and I'm
28 going to let Mr. Harmon fill in the blank here what we
29 need to clean up some language on it. And y'all
30 follow along. Mr. Harmon.

31 LEON HARMON: Thank you, Mr. Chairman.
32 There was a blank at the bottom of the first page
33 regarding inserting the name of the winning bidder.
34 Since we're not at that point yet in the agenda, the
35 language should read the lessor under the lease
36 purchase agreement shall be a financial insti--

37 GRACIE FLOYD: Mr. Chairman, point of
38 order, please.

39 TOMMY DUNN: Yes, ma'am.

40 GRACIE FLOYD: Could you please ask the
41 attorney to tell us what page he's reading from or
42 where is it or what.

43 TOMMY DUNN: That's in the document
44 under the -- under Item number 8(a).

45 GRACIE FLOYD: Okay. Now, wait a minute.
46 Wait a minute. I didn't bring the book tonight.

47 TOMMY DUNN: It's in that. That's where
48 it's at.

49 GRACIE FLOYD: May I see your copy? Thank
50 you.

1 TOMMY DUNN: Go ahead Mr. Harmon.
2 LEON HARMON: It's at the bottom of the
3 first page of the ordinance. It's actually page 33 of
4 the agenda packet. The language should read the
5 lessor under the lease purchase agreement shall be a
6 financial institution selected by County Council. And
7 then later on the agenda, if you -- you will have an
8 opportunity under Item 12 to approve the financial
9 institution.
10 TOMMY DUNN: I make that in the form of
11 a motion to amend the original motion. Do I have a
12 second?
13 TOM ALLEN: Second.
14 TOMMY DUNN: Second Mr. Allen. Now any
15 discussion? Voting on the amendment, all in favor of
16 show of hands. Opposed like sign. Show the motion
17 carries unanimously.
18 Now, Mr. Harmon, we'll vote on the original
19 motion.
20 LEON HARMON: Yes, sir.
21 TOMMY DUNN: Any discussion on the
22 original motion? Hearing none, all in favor of the
23 motion show of hands. All opposed like sign. Show
24 the motion carries unanimously.
25 Moving on to Item number 9(a) Ordinance First
26 reading 2015-026 an ordinance amending section 2-35
27 (membership, terms) of the Anderson County Code as to
28 provide for terms of service at the pleasure of
29 council and to provide that the Accommodations Tax
30 Advisory Committee membership shall meet the
31 requirements of South Carolina Code section 6-4-25.
32 Put this in the form of a motion. And what this is in
33 a nutshell, you know, y'all can read it yourself ---
34 KEN WATERS: Second.
35 TOMMY DUNN: I'm sorry. Thank you.
36 KEN WATERS: You made a ----
37 TOMMY DUNN: Yeah, thank you, Mr.
38 Waters. Second. Now discussion. I'll just start off
39 saying, all this is in layman's terms and Mr. Harmon
40 wrote this it's just -- we got different -- all our
41 boards and commissions serve at different lengths --
42 different term limits, expires and we got to clean
43 things up, I think and I talk some Council members and
44 we've talked about this before, they ought to serve at
45 the Council's pleasure. That's what most -- that's
46 really what they do anyway. They're on there, and
47 they'll serve until we say otherwise or the next
48 Council or whatnot and that's what that is. And the
49 accommodations tax things is just cleaning up what we
50 done last meeting about saying the hotel people will

1 take care of that and everything. Certain criteria
2 that the state law says that we'll meet it. Any
3 discussion?

4 GRACIE FLOYD: Yes.
5 TOMMY DUNN: Ms. Floyd?
6 GRACIE FLOYD: Okay. Mr. Chairman, I
7 think that this may be a good time for us to go and
8 implement this same ordinance for all of them.

9 TOMMY DUNN: It is.
10 GRACIE FLOYD: Yeah.
11 TOMMY DUNN: This covers all of them.
12 Right, Mr. Harmon?

13 GRACIE FLOYD: Okay.
14 LEON HARMON: Mr. Chairman, it is for all
15 of them except specific boards and commissions that
16 are listed separately in our code.

17 GRACIE FLOYD: We have too many people now
18 that have been sitting on boards, some of them at
19 their inception; sixteen, seventeen, eighteen years.
20 I think that's too long. I think that when people
21 become involved in one thing and just one thing only
22 for years and years and years, they take -- I don't
23 know how to say it nicely -- they become a part of the
24 committee and they become the ownership -- the owners
25 of the committee. I think that we need to look at all
26 of them. Is that possible, Mr. Harmon?

27 LEON HARMON: Yes, it is. I will be
28 happy to take a look at those that are specifically
29 mentioned separately in our code. There are probably
30 a dozen that are mentioned separately.

31 GRACIE FLOYD: Now, you're going to go
32 back and you're going to see how long these people
33 have been sitting on the boards?

34 LEON HARMON: I have not done that.
35 GRACIE FLOYD: No, no, I ask you, are you
36 going to do that?

37 LEON HARMON: I can take a look at that,
38 yes, ma'am, and provide you with that information.

39 GRACIE FLOYD: Okay. All right. Also
40 could you just tell us, for example, if Susie Q has
41 been on a certain committee for three or four terms,
42 all right, and it specifically says that it's a two
43 term thing, all right, would you write up something
44 that would let us know that we might need to re- ahh
45 re- not re-instate, but that we need to get someone
46 else to perform on that particular committee. Did I
47 ...

48 LEON HARMON: If that's the pleasure of
49 Council. The way I have this one drafted now, which
50 is, which is to any other committees that are not

1 specifically listed in our code, it's -- they serve at
2 the pleasure of Council. So you would -- if it was
3 your desire that someone who had been on there two or
4 three terms needed to be replaced, it could be done.
5 GRACIE FLOYD: Okay. But we need to go
6 ahead and get this part of it done first and then come
7 behind it and do the other part?
8 LEON HARMON: We can come behind it and
9 do the other part, yes, ma'am.
10 GRACIE FLOYD: Thank you.
11 FRANCIS CROWDER: Mr. Dunn?
12 TOMMY DUNN: Yes, sir, Mr. Crowder.
13 FRANCIS CROWDER: I believe when Ms. Poulin
14 first came on board, she actually compiled a list of
15 all the boards and sent them to each Council member.
16 TOMMY DUNN: I was going to say ---
17 FRANCIS CROWDER: That showed their terms,
18 because that triggered me to appoint two.
19 TOMMY DUNN: Kim got -- Ms. Poulin does,
20 and we can get this to everybody again. You can get
21 that so everybody will know. But I was -- I'm a
22 little bit -- now, this is my fault. But I was
23 thinking what Ms. Floyd's talking about, this
24 ordinance was going to take care of it. That's what I
25 -- that was my intent, to make sure that we -- not
26 just the accommodation tax -- go back and clean all
27 this up. All board members should serve as Council
28 members' pleasures instead of these terms, staggered
29 terms. So I'm with Ms. Floyd. This needs to be
30 looked at and go back on all of them; okay?
31 LEON HARMON: I will take a look at that
32 and have something for you at the next meeting, Mr.
33 Chairman.
34 TOMMY DUNN: Okay, thanks. Any more
35 discussion on this particular ordinance? Hearing
36 none, all in favor of the motion show of hands. All
37 opposed like sign. Show the motion carries
38 unanimously.
39 Moving on to Item number 9(b) 2015-028 an
40 ordinance amending section 2-606 of the Anderson
41 County Code as to allow for electronic/internet
42 bidding for the sale, transfer, and disposal of
43 surplus county personal property. Mr. Allen.
44 TOM ALLEN: Thank you, Mr. Chairman.
45 You want me to do it?
46 KEN WATERS: Second.
47 TOMMY DUNN: Yeah, I'm sorry. Mr. Allen
48 puts that in the form of a motion, I'm sure. And Mr.
49 Waters second it.
50 TOM ALLEN: What I was going to ask, do

1 you want me to read the entire thing and then put it
2 in the form of a motion?
3 TOMMY DUNN: That's up to you, Mr.
4 Allen.
5 TOM ALLEN: Let me do that because it's
6 relatively short and I think it needs to be on the
7 record.
8 TOMMY DUNN: Go right ahead. I'm sorry.
9 Go right ahead.
10 TOM ALLEN: Yeah. This is ---
11 TOMMY DUNN: That was my intent, anyway.
12 Mr. Waters jumped in.
13 TOM ALLEN: He heard the fish were
14 biting. He wants to hurry up and get home.
15 KEN WATERS: There's a good football
16 game on tonight.
17 TOM ALLEN: There is, that's right.
18 Just to reiterate. I want to read this into the
19 record and then I'll put it in the form of a motion.
20 This is Ordinance 2015-028, an Ordinance amending
21 section 2-606 of the Anderson County Code so as to
22 allow for electronic/internet bidding for the sale,
23 transfer, and disposal of surplus county personal
24 property; and other matters related thereto.
25 Whereas, the Anderson County Code does not
26 presently provide for electronic/internet bidding for
27 the sale, transfer, and disposal of surplus personal
28 county property; and
29 Whereas, the Anderson County Council desires
30 to amend Anderson County code Section 2-606 to allow
31 for electronic/internet bidding as an additional
32 method to dispose of surplus personal property.
33 Now, THEREFORE, be it ordained by the
34 Anderson County Council, in meeting duly assembled,
35 that:
36 1. Section 2-606 of the Anderson County Code
37 is amended to provide as follows:
38 Sec. 2-606 Sale of County Property.
39 Any items of personal property belonging to
40 the county which are declared by the county
41 administrator to be obsolete or surplus may be sold to
42 the highest responsible bidder. The purchasing
43 director shall ensure that the procedures described in
44 this section are followed, according to the estimated
45 dollar salvage value of the goods to be sold;
46 provided, however, that the administrator or designee
47 may order such goods to be sold at public auction
48 pursuant to proper public notice or by
49 electronic/internet bidding to the highest bidder in
50 lieu of sealed or written bids. In the event it is

1 determined by the purchasing director to be in the
2 economic interest of the county, surplus or used
3 equipment and property may be used for trade-in on
4 purchases of like-kind new equipment and properties
5 with approval of the administrator. The purchasing
6 director shall demonstrate these advantages to the
7 administrator and obtain his consent to proceeding
8 with the trade-in and purchase. Each separately
9 identifiable capital asset of the county, whether
10 attached to or added to some other county asset or
11 not, as reflected on each county department's annual
12 capital asset inventory, shall be treated as a
13 separate item of personal property for the purpose of
14 this section. Notwithstanding the foregoing and upon
15 request by a local government entity or a none for
16 profit organization which provides emergency services,
17 obsolete or surplus vehicles may be transferred to the
18 requesting entity provided the purchasing director
19 makes a determination any vehicle to be transferred is
20 of such little value that the economic interest of the
21 county will not be adversely affected; any such
22 transfer must be approved [by] the county
23 administrator or his/her designee. County council
24 shall be notified in advance and approve publically
25 all dispositions of county property made under this
26 section.

27 2. The remaining terms of this provision of
28 the Anderson County Code of Ordinances not revised or
29 affected hereby remain in full force and effect.

30 3. Should any part or provision of this
31 Ordinance be deemed unconstitutional or unenforceable
32 by any court of competent jurisdiction, such
33 determination shall not affect the rest and remainder
34 of this Ordinance, all of which is hereby deemed
35 separable.

36 4. All Ordinances, Orders, Resolutions and
37 actions of Anderson County Council inconsistent
38 herewith are, to the extent of such inconsistency
39 only, hereby repealed, revoked and rescinded.
40 This ordinance shall take effect and be in full force
41 upon the Third Reading and enactment by Anderson
42 County Council.

43 And I just wanted to get that read into the
44 record and I put that in the form of a motion.

45 KEN WATERS: Second.

46 TOMMY DUNN: Now, Mr. Waters.

47 KEN WATERS: Second. Second on my

48 second.

49 TOMMY DUNN: Now, any discussion? Mr.

50 Crowder.

1 FRANCIS CROWDER: All right. If you will
2 look on your computer, or whatever you have, it's been
3 a longstanding debate on Council, since I first came
4 on board, in fact that's one of the few early things I
5 remember is the need to allow more and more citizens
6 to have access to buying property. I realize that
7 gov.deal is in many states and in many counties. I
8 looked them up. I spent four or five hours through
9 time, I'm not telling you no truth -- lie -- and there
10 are many places. Some of the things I need to call to
11 your attention is, if you take a look at this sheet
12 that's got gov.deal and some pictures and it shows a
13 Honda Elantra Limited four door. Also has pictures of
14 a police vehicle and other vehicles, but I didn't want
15 to waste paper so one picture indicates it. But if
16 you'll notice several things about it, number one,
17 buyer premium five percent. Which means that the
18 buyer has to pay a premium to buy this item. Now, in
19 the discussion with the gentleman that -- who handles
20 the fleet, he said that it would cost more than to
21 have it bidded locally. Well, I'm not disputing that
22 because I do not have the experience, but what seems
23 to me is that if you're going to collect a fee of five
24 percent, say like on this vehicle, seven thousand five
25 hundred dollars so the bidder has got to pay three
26 hundred and seventy-five dollars to buy it. So if the
27 county collected three hundred and seventy-five
28 dollars it would pay for more than recover the cost of
29 administrating and getting that one item on -- you
30 know, out for sale. So that's one thing. My desire
31 to make sure local people have access.

32 Now the second myth that I would like for you
33 to consider is, the comment was made in the Finance
34 Committee, well, the site would be available so that
35 people could go to the computer and they could bid.
36 Well, I looked at the Home Page, not for govdeals.com,
37 because they're actually owned by a company called
38 Liquidators.com, located on 1920 L Street Northwest,
39 Washington, D.C., along with five or six other
40 companies, and on their disclaimer, they say that
41 these sites are for, quote, professional auction
42 bidders. That's their own term; not mine. And you
43 can go on their sites and look them up. Number three,
44 I did go to govdeal.com. I went through the process
45 as if I were going to register -- I just didn't hit
46 the button to register because you got to give a lot
47 of stuff -- but the more interesting thing was, when
48 you got down to where you were going to hit the button
49 to register because you got to register to be able to
50 bid, it said that you agreed to the terms and

1 conditions of this company. Well, it said, click
2 here, in low light print as if they didn't really want
3 you to see that, but it was there, so I pressed it. I
4 pressed it, I pressed it, and I pressed it and finally
5 it came up. And these are the terms and conditions to
6 be able to use that site by a bidder, buyer or a
7 seller. Well, you know, I'm not a lawyer, but I've
8 written lots of contracts and an attorney in
9 Greenville with the Haynsworth group told me one time
10 when I wrote my first contract that I was going to
11 give to a customer, that was going to spend about two
12 hundred fifty thousand dollars to me, he says that's
13 not a contract. I said, why? He said, well, you
14 protected yourself a hundred percent, but you've given
15 them no rights. Okay. So this is detail. Thirty-two
16 pages that somebody is agreeing to, if they just,
17 without thinking, press the I agree. Well, I started
18 looking at other things about complaints from the web
19 sites, and I prefer for you to look at those yourself
20 because I don't want somebody to quote that I said
21 this. Go look. Google govdeal.com or google
22 Liquidators.com and you'll see for yourself. So I'm
23 not negative; in fact I applaud my colleague about it,
24 you know. Mr. Allen, I really applaud you about it.

25 My only concern is, that what you are
26 proposing does give the county administrator the right
27 to select what goes on the bid site and what can be
28 bid differently; is that not true? So if somehow
29 the county administrator will have some options that
30 some things could be put up locally.

31 Now, I'll close by saying look at the amount
32 of information at the top of this page. You've got to
33 have a write-up describing what you want to sell, and
34 you've got to be very discreet about it. You've got
35 to put down the year, the make, the model, the VIN
36 serial number, the miles. You got -- if you want to
37 describe something about it, like bid as is or this
38 thing's got holes in the back trunk because we used to
39 have medical equipment in there or whatever. You've
40 got to describe -- you've got to have that in there
41 and then what category you want it put in. And then
42 they will then assign an inventory ID and then you
43 have to write up all this. Now my question is, if
44 somebody's got to do that on every item, that's a lot
45 of paperwork. So that kind of counteracts the fact we
46 wouldn't have to do -- you know, that it would take
47 more paperwork if we did it locally. Well, if you've
48 got to do all this, you've done all the paperwork.
49 That's all my points. But I congratulate you on your
50 thing. I just wanted to read it in the record so

1 nobody would say, we just sat there -- you know what I
2 mean?

3 CINDY WILSON: May I, Mr. Chairman?
4 TOMMY DUNN: Ms. Wilson?
5 CINDY WILSON: I think it's very important
6 to have multiple ways of providing the public with an
7 ability to bid and notifications. This, as proposed,
8 would not preclude the regular route of notifying;
9 would it, which would be paper, classified ads, that
10 sort of thing?

11 TOMMY DUNN: That's right.
12 CINDY WILSON: Okay.
13 TOMMY DUNN: Just gives us another tool
14 in the toolbox.

15 CINDY WILSON: Okay. And another quick
16 question, in seeing that it would be pretty costly to
17 go with a group like govdeals, is it feasible for the
18 county to have its own online bidding process? That
19 might take care of that problem; wouldn't it?

20 TOMMY DUNN: Can I answer that?
21 CINDY WILSON: Yes.
22 TOMMY DUNN: It's something to look
23 into, but you know, there's pros and cons in
24 everything. I would just take a second here, like
25 what Mr. Crowder was talking about, what gov.deals,
26 whatever, what they charge. Y'all got any idea what a
27 local auction company charges? Do y'all know what the
28 last auction company charged us, along the same lines,
29 about the bidder has to pay something? Got any idea
30 the paperwork you got to fill out when you go to an
31 auction? I mean, they hand you a stack -- you just
32 don't go up and buy -- get a car. You got to sign all
33 of that, knowing what the stipulations is, the paying
34 back and all this and that here. So you know, there's
35 pros and cons to everything but you do that to fill
36 out -- now, I grant you, you can sit at your computer,
37 like Mr. Crowder did and read all of that. When you
38 in line at an auction and it's a hundred degrees, how
39 many people are going to take time to read all of
40 these pages and go through that right there. But I
41 mean -- and the paperwork, you know, somebody on staff
42 might have mentioned paperwork. My thing ain't the
43 paperwork it took to do this to save. It was all the
44 man hours dragging all this equipment out there,
45 getting it ready on the auction line and going through
46 it and everything about this. I went to the last
47 auction. And when we had it, it was about a hundred
48 degrees out there. And fact of business, we had one
49 citizen, we were looking out for our citizens, he fell
50 out and we had to call the ambulance and take him to

1 the hospital, it was so hot and heat out there and
2 everything.

3 But you know, it disturbs me, when we got
4 equipment, in talking to our -- and somebody that's
5 over our shop that I trust very much -- this ain't
6 rocket science. When you take a piece of equipment,
7 and you drive it, we get rid of a dump truck and we
8 replace it. You drive this dump truck over here what
9 they call the bone yard. Well, it sits there because
10 you're not going to have equipment -- enough equipment
11 to have an auction every month. You know, we ain't
12 got that much, because we're not replacing equipment.
13 So it might take you three or four years to get enough
14 equipment. Well, in that three or four years time it
15 happens in our best of neighborhoods. You can imagine
16 out here in the county thing. The batteries we got
17 stole. The catalytic converters that got stole. So
18 that dump truck that drove out there no longer drives
19 after it sits there in the rust for a year or two
20 years six months, the value is decreasing. We need to
21 take this money and roll it back over. Now, if y'all
22 can get me a -- because I want everything I ever see,
23 you know, people go on line all the time and buy stuff
24 as far as -- I know we all know somebody that buys
25 this -- I find it hard to believe a citizens can't go
26 on there, well, I want that checked out, they can't go
27 on gov and buy something. I know it might say
28 professional bidders, but I'm sure open up to other
29 things. But my thing being is we've got to give us
30 another tool. What we got ain't working. This is
31 just a first reading of ordinance, and if anybody's
32 got any suggestions to improve the ordinance, I'm sure
33 everybody will look up. But what I got -- what we
34 doing, this has got to be a major improvement in my
35 opinion or give the option to the administrator to
36 come back with us to say, you know, it ain't like
37 you're going to auction something off and we not know
38 nothing about it. But it's -- we got to get a better
39 return on our money than what we getting. We can do
40 better. We losing -- we lose money. In the last
41 auction, I don't know, Mr. Carroll might want to speak
42 to this, because I don't want to quote and say nothing
43 about if he can remember the dollar figure, but there
44 was hundreds of man hours putting this auction
45 together for what we got out of it; I just didn't see
46 it. Then we got to go through the process of hiring
47 the auction company, which is going to be three or
48 four. And if y'all remember last time, we had a
49 brouhaha about what auction company we was going to go
50 through.

1 CINDY WILSON: May I?
2 TOMMY DUNN: Ms. Wilson's got the floor,
3 I'm sorry.
4 CINDY WILSON: One final question. Would
5 it be appropriate for us to do these type auctions in
6 a more timely manner instead of that truck sitting out
7 there for three or four years, maybe have some type of
8 ordinance or understanding that when equipment comes
9 in like that, it needs to be evaluated and put out
10 pretty quickly.
11 TOMMY DUNN: Well, that's what I just
12 touched on a minute ago. You ain't going to get an
13 auction company to come for two pieces of equipment.
14 We just placed three or four dump trucks. It takes a
15 little bit of time to build up an inventory on an
16 auction to get an auctioneer to come out there.
17 CINDY WILSON: But if we're doing it in-
18 house, we could do it quicker; couldn't we?
19 TOMMY DUNN: Yeah, but I though you was
20 talking about actually live -- go out and do an
21 auction auction.
22 CINDY WILSON: Well, if you've got an
23 internet or online type auction and you're probably --
24 you know, appropriately properly notified ---
25 TOMMY DUNN: Oh, yeah, as I say, if you
26 go online. I thought you was talking about going out
27 and doing an auction onsite doing it quicker.
28 CINDY WILSON: Oh, no, no, no.
29 TOMMY DUNN: But doing it the other way
30 is definitely something another we could be looked at.
31 Staff can look at before we come back next reading and
32 look at something or another. I think Mr. Allen's got
33 it, it's the best thing. Keep in mind there's forty-
34 six counties in the state, forty-one of them is using
35 some form of this right now. Now, I'm not saying just
36 because one jumps off the cliff we all do, but I mean,
37 forty-one counties is doing it, there's a reason for
38 it. And I don't want to see us -- no offense to any
39 county employees here -- but I don't want to see us
40 here myself have another layer of government built
41 into something or another trying to get something
42 another out. And we have another employee or take
43 something away from their job they could be doing.
44 I'm open to something. I'm just saying -- and I, too,
45 like Mr. Crowder, applaud Mr. Allen because what we
46 got needs to be improved on. I said that, you know,
47 we should have done something, in my opinion, a year
48 ago. If not sooner. We should have done something on
49 this. We got to get something going. Going back to
50 you, Ms. Wilson. Ms. Wilson's still got the floor,

1 I'm sorry.

2 CINDY WILSON: And thank you, Mr. Allen.

3 I'm just asking questions about the nuts and bolts.

4 TOMMY DUNN: You through, Mr. Crowder?

5 FRANCIS CROWDER: Well, my comments are kind
6 of like as following. I try to be as very careful as
7 I could in my presentation to give credit to moving
8 forward. In moving forward, I said that there was
9 certain goals that I would like to have and that is to
10 give Anderson County citizens, and knowing what you
11 have to go through to bid on an item, the average
12 Anderson County citizen is not going to be able to do
13 it. Talked to Burriss Nelson this morning and he was
14 setting in the Innovate Anderson meeting and he was
15 talking about the lack of skilled employees to fill
16 all these jobs that we already have.

17 GRACIE FLOYD: What jobs?

18 FRANCIS CROWDER: Well, the First Quality,
19 and over a hundred jobs with McLaughlin, and others
20 coming down the line. And he made this statement. He
21 says, when you talk to people that need to be
22 retrained, number one, the great majority of them were
23 afraid of the keyboard. And number two they didn't
24 want to have to worry about grasping that. So that
25 led me to believe that he demonstrates that people --
26 not all people can do it. And so I'm not negating,
27 you know, the need to ????. But, you know, I think Ms.
28 Wilson comment that, you know, auction site and take
29 your own pictures and put it on the internet. Or put
30 it in the paper, what have you. I do intend to vote
31 for it, but I wanted to re-discuss these items so that
32 everybody would be well aware of the fact it's not
33 going to reach any of our citizens -- oh, one point I
34 make, if we sell the vehicles to local people ----

35 TOMMY DUNN: Go ahead, Mr. Crowder, I'm
36 listening.

37 FRANCIS CROWDER: --- they will actually --
38 those vehicles will go on the tax books. Out of
39 state, we're not going to get a future dime at all for
40 it. But that's all. Thank you.

41 TOMMY DUNN: Ms. Floyd.

42 GRACIE FLOYD: Okay. Mr. Chair, thank
43 you. That gave me a little more time. I was trying
44 to sit here and understand something. Because first
45 of all, it was my understanding that this is a really
46 good idea and it came from Stoner.

47 TOMMY DUNN: Yes, ma'am.

48 GRACIE FLOYD: Stoner? Stone? And it
49 came from Stone, okay. And secondly, this govdeals
50 thing, I've been hearing about this and I can't

1 remember who first brought this thing to us and -- you
2 remember who did that? Who told us about gov. ---
3 TOMMY DUNN: Person I remember is Mr.
4 Stone. It could have been somebody else.
5 GRACIE FLOYD: No, no, govdeals.
6 TOMMY DUNN: I thought that was him.
7 I'm not sure. Or Mr. Carroll. I'm not sure.
8 GRACIE FLOYD: Is he here?
9 TOMMY DUNN: Yes, ma'am. He's at the
10 back.
11 GRACIE FLOYD: Okay. All right. Wait a
12 minute. Mr. Hopkins -- with your permission.
13 TOMMY DUNN: Yes, ma'am.
14 GRACIE FLOYD: Did you tell us about
15 govdeals some time ago when that thing was -- did you
16 bring that to the county?
17 HOLT HOPKINS: I don't remember if it was
18 me, but I remember having discussions several years
19 ago with Mr. Carroll, a few Council members, Mr.
20 Burns. I think it was shortly after that last
21 auction.
22 GRACIE FLOYD: Okay. All right. I knew
23 it sounded too familiar. And I knew it wasn't up
24 here. And like the -- don't sit down yet -- and with
25 the car thing. I know that was Mr. Stone's; right?
26 Okay. Okay. All right. Well, Mr. Chairman, I think
27 we ought to give Mr. Stone's credit and a round of
28 applause for bringing this to us and presenting it.
29 TOMMY DUNN: Okay. It might be
30 according to who you ask. They might want to stone
31 him.
32 GRACIE FLOYD: But let's pat him on the
33 back as well; okay? Great. I mean let's pat Mr.
34 Stone on the back as well as the govdeal things
35 because it was Mr. Hopkins who was trying to tell us
36 about it so that we could all use it because it was a
37 new thing coming to Anderson County and that's what I
38 wanted to get this thing clear in my head. But I'm
39 hearing it over and over and over again. But I thank
40 you, Mr. Chairman.
41 TOM ALLEN: Mr. Chair?
42 TOMMY DUNN: Mr. Allen?
43 TOM ALLEN: Darn it anyhow, Ms. Floyd,
44 I wanted all the glamor and the glory for this and you
45 took it all away. No. Mr. Stone can have all the
46 credit for that. He's doing a great job and he came
47 up with this idea and got us on the ball, along with
48 the Independent Mail and their little article about
49 weeds growing up in our trucks and so on down there.
50 But this may be, and I don't know, we don't have to

1 use this govdeals company. We can look around and see
2 what the best situation is out there. And it may be
3 that even if we only have one or two trucks we may be
4 able to run this on a continuous basis and not wait
5 until we have forty or fifty vehicles to be auctioned.
6 So we can move these things bang, bang, bang, down the
7 road. But these are all -- this is all preliminary,
8 and as has been stated many times, it's just another
9 tool that we can look at. We may use it, we may not
10 use it, but we're being dragged into the twenty-first
11 century here by computers, so it's something we may
12 want to look at. Thank you, Mr. Chair.

13 GRACIE FLOYD: Yes, we are, Mr. Allen.
14 And you get the credit the next time.

15 TOMMY DUNN: Mr. Waters.

16 KEN WATERS: What we could do is put it
17 on our new web site. I hear it's pretty easy to
18 operate; some people. So we might could just put it
19 on there.

20 TOMMY DUNN: As I said this is just
21 first reading. There's different things, get some
22 information, and get back and everything. But I just
23 think we need to get something out there and do. And
24 there's pros and cons for whatever you want to do.

25 FRANCIS CROWDER: I call for the question.

26 TOMMY DUNN: Mr. Crowder calls for the
27 question. So all in favor of calling for the question
28 show of hands. All opposed. So the calling for the
29 question is unanimously. Now all in favor of the
30 motion show of hands. All opposed like sign. Show
31 the motion carries unanimously. Can we have -- no
32 objections, have a five minute recess? I'm sorry.
33 Second to the question. Ms. Wilson called for second
34 to the question. Show that for the record.

35 And we're going to take a five minute --
36 thank you, Ms. Wilson.

37 **(BREAK FROM 7:30 TO 7:39 PM)**

38 TOMMY DUNN: If everybody's ready, we'll
39 get started back. At this time I'd like to call the
40 September 15th regular Council meeting back into
41 session.

42 We'll be moving on to Item number 10(a).
43 This will be resolutions. This will be resolution
44 10(a) 2015-049 a resolution authorizing the acceptance
45 of Shakleton Drive, Pategonia Road and Cringle Lane
46 within Hembree Station Subdivision into the county
47 road maintenance system. Ms. Poulin, how did I do?
48 Okay. They're working on my pronunciation during the
49 break there, getting tutored a little bit. I
50 appreciate that.

1 So this is coming from Mr. Hopkins. Do we have a
2 motion?
3 FRANCIS CROWDER: Make a motion.
4 KEN WATERS: Second.
5 TOMMY DUNN: Motion Mr. Crowder. I
6 believe this is in Mr. Crowder's district. And we
7 have a second by Mr. Waters. Any discussion? Ready
8 to vote? All in favor of the motion show of hands.
9 All opposed like sign. Show the motion carries
10 unanimously.
11 Moving on to Item 10(b) 2015-050 a resolution
12 authorizing the Anderson County Roads and Bridges
13 Department to perform maintenance on certain
14 identified county paved roads and gravel roads. Do we
15 have a -- coming from Mr. Hopkins. Do we have a
16 motion to move this forward?
17 CINDY WILSON: So moved.
18 TOMMY DUNN: Motion Ms. Wilson. Second
19 by Mr. Cole. Do we have any discussion?
20 CINDY WILSON: May I, Mr. Chairman?
21 TOMMY DUNN: Ms. Wilson.
22 CINDY WILSON: Just a real quick
23 correction on page 2 of 3, Hogg Road can come off.
24 It's already -- it was on the resurfacing list and
25 it's already been done.
26 TOMMY DUNN: What road was that, Ms.
27 Wilson?
28 CINDY WILSON: Hogg, H-o-g-g.
29 TOMMY DUNN: Hogg Road to come off the
30 list.
31 CINDY WILSON: Mr. Hopkins can confirm
32 that.
33 TOMMY DUNN: Do we have any more
34 discussion?
35 GRACIE FLOYD: Yes.
36 TOMMY DUNN: Ms. Floyd.
37 GRACIE FLOYD: The whatever District 7 was
38 talking about, do we need to discuss that or
39 something?
40 TOMMY DUNN: It's already been done.
41 The work's been done on it, so it don't need no work,
42 so it just got to come off. It would be redundant.
43 GRACIE FLOYD: Oh, okay. Listen, that was
44 number (b); right?
45 TOMMY DUNN: Yes, ma'am. We had a list
46 of the roads in our packet.
47 GRACIE FLOYD: How were we to know that?
48 TOMMY DUNN: Know what?
49 GRACIE FLOYD: That it had been done
50 already.

1 TOMMY DUNN: It's in her district and
2 Mr. Hopkins was nodding his head that it had been.
3 GRACIE FLOYD: Okay. We need to ---
4 TOMMY DUNN: Mr. Hopkins, you want to
5 elaborate?
6 HOLT HOPKINS: Mr. Chairman, this was --
7 on this list, it was one spot that we wanted to do a
8 strip patch over. But the paving supervisor forgot
9 that it was on Ms. Wilson's current paving contract.
10 The contractor's already done what this work is needed
11 to be done, so we should have had already closed this
12 request. And there's nothing to be done because it's
13 already been done. For Hogg Road.
14 GRACIE FLOYD: Yeah, well, see, my thing
15 is, if she had not spoken up, how would we have known
16 that? We wouldn't have known.
17 HOLT HOPKINS: We would not have done the
18 work because it's already been done. We just
19 accidentally left it on this list. But the work would
20 not have -- we wouldn't have went out and duplicated
21 because it was already done.
22 GRACIE FLOYD: But you understand my
23 point?
24 HOLT HOPKINS: Yes, ma'am.
25 GRACIE FLOYD: Yeah, we have so many
26 things now that we've lost, that's dropped, that's no
27 more, that we need to kind of like tighten up a little
28 bit. And -- but anyway, the thing is this, we need to
29 tighten up a little bit to make sure that we have the
30 information that's correct that we need here. Okay.
31 Just lucky us, because she brought it up and if she
32 had not -- thank you.
33 TOMMY DUNN: Anyone else? Hearing none,
34 all in favor of the motion show of hands. All opposed
35 like sign. Show the motion carries unanimously.
36 Now, moving on to Item 10(c) 2015-052 a
37 resolution establishing a procedure for approval of
38 grant applications for departments or divisions of
39 county government grant submission approval by
40 Administrator. Put that in the form of a motion.
41 Have a second?
42 CINDY WILSON: Second.
43 TOMMY DUNN: Second Ms. Wilson. Now,
44 before I open it up for discussion, I'm going to lead
45 off and say this is just another tool in our toolbox.
46 This is not taking nothing away, any ordinance that we
47 already have. This is just a procedure I think needs
48 to be put in place to save us maybe a step or
49 something or other. I'll let -- I talked to the
50 county attorney about this and he wrote this and I'll

1 let him bring it up. What this in a nutshell is
2 doing, anybody that's going to come up for grant
3 before it ever gets to -- goes through the proper
4 channels of Finance Committee and full Council, it has
5 to go through the Administrator first. Then if he
6 gives the thumbs up, then it goes through the process
7 before it ever -- we've had some things here lately
8 that slid through that there been grants already been
9 applied for before it ever got to Council approved the
10 thing. Could have saved us all a little heartache and
11 put this step out if the Administrator goes through it
12 and gives the okay, y'all apply for it instead of
13 going through this and we didn't -- something we ain't
14 wanting. And I'm sorry, Mr. Harmon.

15 LEON HARMON: Mr. Chairman, you did a
16 very good job of explaining that. It is simply a
17 procedure whereby county departments or elected
18 officials who want to apply for a grant, will come to
19 the Administrator and then the Administrator will
20 advise Council, bring the application -- or bring the
21 grant package to Council for approval. There's an
22 exception in this, however, for emergency situations,
23 or where time is a critical factor. For example, with
24 economic development projects. So this is just a
25 procedure, and as you explained it, a tool in the
26 toolbox to make sure that the Council stays informed
27 about grants that are being applied for within the
28 county.

29 TOMMY DUNN: Or save us a step, we might
30 not need to what you call it if the Administrator
31 deems that we don't -- it shouldn't be applied for.
32 He's our thing, day-to-day guy. He should get a
33 thumbs up if it should be applied for, my only intent
34 should or shouldn't be.

35 LEON HARMON: That's correct. Yes, sir.

36 TOMMY DUNN: Now, I hope he cleared that
37 up some. Now discussion? Mr. Crowder?

38 FRANCIS CROWDER: Well, there was just a
39 slight difference in what you said, which I fully
40 agreed with, and what he said. You said it would
41 still go through the Finance Committee ---

42 TOMMY DUNN: That's right.

43 FRANCIS CROWDER: --- and then to County
44 Council.

45 TOMMY DUNN: That's right.

46 FRANCIS CROWDER: And you just used the words
47 it would go from the Administrator to Council, but I
48 knew what you meant. But I just wanted to have it on
49 the record. Thank you. You did a wonderful job.
50 Thank you.

1 TOMMY DUNN: Ms. Wilson.
2 CINDY WILSON: Thank you. May I propose
3 just some clarifying language so we won't have any
4 confusion on the number one, going down to grant
5 application package and provide a recommendation to
6 County Council, that we stop there and maybe
7 substitute, in order to provide a more comprehensive
8 review process, the Administrator will ensure that all
9 vital back-up materials are made available to the
10 County Council for its Finance Committee's due
11 diligence and recommendations and then brought to the
12 entire Council for approval. Would that make it
13 clear?
14 TOMMY DUNN: Fine with me. I just want
15 to make sure, though, we don't have to -- my whole
16 thing is, the Administrator should have the authority.
17 If somebody under his thing, he doesn't think they
18 deserve -- a grant shouldn't be applied, it should
19 never get to us. Have that thing and save this thing.
20 So as long as it still says that, I got no thing about
21 getting make sure all the background information's
22 there, whatnot, he doesn't neither. I mean back-up
23 documentation for Council. Can you make that, make
24 that -- word that, Mr. Harmon? Does that make sense
25 what was just said?
26 LEON HARMON: Yes, sir. Yes. I
27 understand what the concept is.
28 TOMMY DUNN: Okay.
29 CINDY WILSON: Should I put that in the
30 form ---
31 TOMMY DUNN: Can you make -- can you
32 sort of -- can you sort of word that, Mr. Harmon and
33 get us a little bit. While he's working on that a
34 little bit, we'll give him time, does anybody else got
35 any comments or questions while we're working on that
36 or anything? Okay. See if this -- you ready, Mr.
37 Harmon?
38 LEON HARMON: Yes, Mr. Chairman. I think
39 what Ms. Wilson is suggesting is that we put a period
40 at the end of County Council on the next to last line
41 of Item number 1. And then add a sentence to say, in
42 order to provide a comprehensive review process the
43 submission would -- if a submission is made to County
44 Council, it will contain the necessary back-up
45 information with the application package.
46 CINDY WILSON: Thank you.
47 TOMMY DUNN: Thank you. Ms. Wilson, I
48 don't want to put words in your mouth, but you amend
49 the original motion to say that?
50 CINDY WILSON: Well, let my motion be as

1 Mr. Harmon has so stated.
2 TOMMY DUNN: Okay. Thank you. We have
3 a second on that?
4 FRANCIS CROWDER: Second.
5 TOMMY DUNN: Second Mr. Crowder. Now
6 any discussion on the amendment? Go ahead, Mr.
7 Allen.
8 TOM ALLEN: I was just wondering, I was
9 just thinking, if we looked at this and put after the
10 words Anderson County government, right in the middle
11 of the paragraph, comma, now I forget what I was going
12 to say, Department of Division of Anderson County
13 government, comma, with back-up documentation, comma,
14 prior to the submission of such grant application
15 package. I don't know if that would make it any
16 shorter. Or if that's not specific enough.
17 LEON HARMON: That would be another way
18 to do it, I believe, and would certainly accomplish
19 what Ms. Wilson was suggesting, as well.
20 TOMMY DUNN: And be shortening it up a
21 little bit wouldn't have to ---
22 TOM ALLEN: That would shorten it and
23 then that would have the back-up documentation when it
24 went to the ---
25 TOMMY DUNN: You go along with that?
26 CINDY WILSON: Say it again.
27 TOMMY DUNN: Say it again, Tom. Mr.
28 Allen, I'm sorry.
29 TOM ALLEN: Okay. After where it says
30 Anderson County government, comma, with -- we'd put in
31 there comma -- with back-up documentation, comma,
32 prior to submission of such grant application package.
33 CINDY WILSON: Back-up material.
34 TOM ALLEN: With back-up -- I said,
35 with back-up documentation, comma.
36 CINDY WILSON: Okay. And it will track
37 our normal ---
38 TOM ALLEN: I won't fight over it, it's
39 just a thought.
40 TOMMY DUNN: We got -- if we could, Ms.
41 Wilson, would you make that amendment?
42 CINDY WILSON: Yes, and as long as we know
43 that it will track the way it's been going, that will
44 be perfect.
45 TOMMY DUNN: That's right.
46 CINDY WILSON: Thank you.
47 TOMMY DUNN: Mr. Crowder still seconds
48 that?
49 FRANCIS CROWDER: I will second it.
50 TOMMY DUNN: So we're voting on the

1 amendment now. All in favor of the amendment show of
2 hands. All opposed. Show the motion carries
3 unanimously. Now original motion, all in favor show
4 of hands. All opposed like sign. Abstentions. You
5 in favor of it, Ms. Floyd? I didn't catch it.
6 GRACIE FLOYD: I did.
7 TOMMY DUNN: I'm sorry. Okay.
8 Unanimous in favor. Thank you.
9 Moving on now to Item 11, Report from the
10 Finance Committee of August 27, 2015. We had the
11 11(a) the shredding thing tabled, so if we could, ask
12 that it be pulled off the table.
13 FRANCIS CROWDER: Okay. Mr. Chairman, the
14 Finance Committee recommended the request by -- I
15 reckon it was the Administrator -- to allow shredding
16 of a massive amount of documents so as to clear the
17 basement downstairs and that -- one of the old
18 buildings so that it can be demolished. And I did
19 request that out of that long litany of things to be
20 shredded, I did ask that the 2007-2008 credit cards be
21 taken off of that list.
22 TOMMY DUNN: We, Mr. Harmon, correct me
23 if I'm wrong, we need to get a motion to bring it off
24 the table before we can do something.
25 FRANCIS CROWDER: Okay. I make a motion to
26 bring it off the table.
27 TOMMY DUNN: Motion to bring it off the
28 table, Mr. Crowder. We have a second?
29 CINDY WILSON: Second.
30 TOMMY DUNN: Second Ms. Wilson. All in
31 favor of the motion to bring it off the table and open
32 it up for discussion show of hands. Show the motion
33 carries unanimously. Now Mr. Crowder.
34 FRANCIS CROWDER: I'm sorry.
35 TOMMY DUNN: Go ahead.
36 FRANCIS CROWDER: As demonstrated, I don't
37 know procedures too well.
38 TOMMY DUNN: You're fine.
39 FRANCIS CROWDER: Anyway, so I'm in full
40 agreement, personally myself, with the list, with the
41 exception of the one item that I just talked about.
42 TOMMY DUNN: 2007-2008 credit cards?
43 FRANCIS CROWDER: Yep.
44 TOMMY DUNN: Anything else?
45 CINDY WILSON: May I?
46 TOMMY DUNN: Ms. Wilson.
47 CINDY WILSON: The '08-'09 Carolina First
48 Credit card, because that would still contain '08
49 credit.
50 TOMMY DUNN: Let me ask y'all this.

1 Help me out here, was this -- the two things we're
2 bringing up, 2007-2008 credit cards, 2008-2009, was
3 that the recommendation of Finance Committee?
4 FRANCIS CROWDER: Yeah.
5 CINDY WILSON: Yes.
6 TOMMY DUNN: Okay. Just wanted to make
7 sure.
8 CINDY WILSON: We're just narrowing down
9 the number of retained documents.
10 TOMMY DUNN: And that's -- so that's
11 that. We tabled this to give -- does anybody else
12 have any discussion?
13 GRACIE FLOYD: Yes.
14 TOMMY DUNN: Ms. Floyd.
15 GRACIE FLOYD: Okay. Mr. Chairman, it
16 was I who asked that we table this because they gave
17 this to us and they -- Finance Committee told us what
18 they thought that we ought to shred and what they
19 thought that we ought to keep. Well, I had not had a
20 chance to really look at it. And I'm sure that has
21 been the same way with other Council members because
22 I'm sure -- surely that you did get a chance to look
23 at it and I didn't. Anyway, I did get a chance to
24 look at it and there are several things on here that
25 should not be shredded. As you know, we've come
26 through a stormy period with a lot of he says, she
27 says, you say it going on as well as a lot of
28 references to the law as -- and lawsuits and things.
29 I'm looking at this and I really do think that because
30 of all that went on, especially with our receipts and
31 credit card receipts, I'm thinking that we need to
32 maybe hold on to these things. I know it's a seven
33 year period, but we have a big lawsuit still pending,
34 and before we get rid of all this information that we
35 may never need, but we never know. So it's better to
36 have and not need it than to need it and not have it.
37 So I don't think that we need to go down through the
38 whole thing and look at some -- I would just like to
39 make a motion that we just keep these until another
40 maybe two or three years until we can get this lawsuit
41 settled.
42 TOMMY DUNN: Okay. Ms. Floyd, you can
43 put that in the form of a motion, but ---
44 GRACIE FLOYD: I do. Form of a motion.
45 TOMMY DUNN: To keep everything; shred
46 nothing.
47 GRACIE FLOYD: Well, could you pick out
48 from what they gave you, here, could you pick out what
49 to shred? Like APFY 304? What's that?
50 TOMMY DUNN: Ms. Floyd, can I answer

1 that?

2 GRACIE FLOYD: Uh-huh (affirmative).

3 TOMMY DUNN: I'll be perfectly honest
4 with you. I can't -- don't -- I'd have to go back and
5 talk with staff, but in talking to staff before this,
6 if it was strictly up to me, I'd get rid of all of it.
7 I'm willing to look at some of it, we need the room,
8 we need the space, we've had -- Council has been
9 consulted on this stuff, I'm not saying I don't trust
10 them, but that's just my personal opinion. I want to
11 work, but we got to get rid of some of this stuff. We
12 got no room for it. We got to do something and some
13 of this is getting in foul shape where it's at over
14 yonder.

15 RUSTY BURNS: The courthouse storage unit
16 at the courthouse is almost filled up. Our other
17 logical place is to continue to put things down on
18 Tower Street. But if Council -- I mean, we're going
19 to have to find some place to put it, so if we're
20 going to keep everything, then we need to rent a
21 storage unit, seriously, and move it to that location,
22 because I think -- Rita, just for ---

23 TOMMY DUNN: Ms. Davis, if you would
24 pull the mike down.

25 RITA DAVIS: We're keeping all permanent
26 documents, such as bond related documents. I
27 personally am retaining all the capital project files,
28 even though there's only a three year retention on
29 those; just personally. These items are all the ones
30 that we were proposing to shred in accordance with the
31 state archives rules, record retention rules.

32 TOMMY DUNN: I mean, I've got no problem
33 if the Council wants to -- they feel like they need to
34 get with the staff, go through some of this, about,
35 you know, maybe keeping this, but we've got to get rid
36 of some of these documents. I mean, I don't think
37 this hasn't been done willy-nilly. This has been
38 looked at and we're keeping -- but we got to get rid
39 of some of this stuff to make room for it. I mean,
40 it's just ---

41 GRACIE FLOYD: Okay, Mr. Chairman, I still
42 have the floor. Mr. Chairman, I didn't say that it
43 was done willy-nilly. All I'm saying is that you may
44 be the Chair, you've been the Chair for two years now,
45 so you know more than the rest of us know, but being a
46 member of County Council, and having voted for some of
47 this stuff, I wouldn't know what to get rid of.
48 County Council member, Mr. Waters, could you tell me
49 what APFY 506 is?

50 KEN WATERS: I'm just like Mr. Dunn.

1 GRACIE FLOYD: No, I didn't ask you who
2 you were like. I said, can you please tell me what
3 APFY 506 is?
4 KEN WATERS: No, ma'am. I can't do
5 that.
6 GRACIE FLOYD: All right. Mr. Cole, do
7 you know what journal entries, excuse me, oh, 2012
8 delinquent foreclosure. Does that interest you at
9 all? Not at all.
10 MITCHELL COLE: Not at all.
11 GRACIE FLOYD: Okay. Well, good. Well,
12 you know, you are a good one, anyway.
13 KEN WATERS: I agree with Mr. Cole, as
14 well.
15 GRACIE FLOYD: Well, anyway, that's my
16 point. That's my point, Mr. Dunn. It's better to be
17 -- it's better to be have this stuff than to be sorry
18 about it. I took this thing home and I studied it.
19 TOMMY DUNN: What did you study?
20 GRACIE FLOYD: Quite a bit.
21 TOMMY DUNN: Do you know what all that
22 stuff is, then?
23 GRACIE FLOYD: No, that's my point. Thank
24 you.
25 TOMMY DUNN: Well, okay, that's what I'm
26 telling you. If it interested me, just like this
27 right here you brought out, APFY 04-05.
28 GRACIE FLOYD: What is that?
29 TOMMY DUNN: I would ask Mr. Carroll,
30 Mr. Burns or Kim to tell me what that is, if I was
31 interested. I asked the general question what this
32 was.
33 GRACIE FLOYD: One, two, three, four,
34 five, six, seven, eight, nine, ten, eleven, twelve,
35 thirteen, fourteen, fifteen, sixteen, seventeen,
36 eighteen, nineteen, twenty. How does anybody know
37 what all of this is?
38 TOMMY DUNN: Because they went through
39 it. They've been over there working in the Bailes
40 Building going through it.
41 GRACIE FLOYD: Who has?
42 TOMMY DUNN: The staff.
43 GRACIE FLOYD: Well, see, I'm not a staff,
44 I'm Council.
45 TOMMY DUNN: Exactly. But you said how
46 would anybody, and I'm just talking about they went
47 over there.
48 GRACIE FLOYD: Staff doesn't vote.
49 TOMMY DUNN: No, but ---
50 GRACIE FLOYD: I have to vote on this

1 stuff.
2 TOMMY DUNN: Yes, ma'am. And your
3 point's well taken.
4 GRACIE FLOYD: And I'm saying that what we
5 need to do is -- and especially because of the mess
6 we're going through with credit cards and all kinds of
7 stuff that's been dug up. Don't you think another two
8 or three years would hurt us?
9 TOMMY DUNN: Yes, ma'am. I think it
10 would. Because as he just said somebody's got ---
11 GRACIE FLOYD: Hurt us in what way?
12 TOMMY DUNN: Financially and staff and
13 everything. I just don't see no need in keeping it.
14 I mean we've kept it longer than what you call it.
15 And talking to the staff and the attorneys, they feel
16 good about the list. Like I said, everybody's got an
17 opinion. My opinion is get rid of all of it. If they
18 want to keep some of it, I'm willing to compromise.
19 But to keep everything, there's six other Council
20 members got a feelings, I just don't think it all
21 needs to be kept myself.
22 KEN WATERS: Mr. Chair.
23 CINDY WILSON: May I?
24 TOMMY DUNN: Ms. Floyd's got the floor.
25 GRACIE FLOYD: Thank you. Well, if it's
26 not keeping it all, which ones are the most important
27 things to keep, Ms. Davis? Could you help us with
28 that?
29 RITA DAVIS: Ma'am, we have gone through
30 these, and for us, personally, we don't desire to keep
31 any of it because, like I said, the general ledgers
32 and all the permanent documents are already over in
33 the new Courthouse basement. However, certain members
34 of Council would like to keep credit card boxes and
35 that's perfectly fine. Albeit those are copies but we
36 are more than happy to keep those.
37 GRACIE FLOYD: Okay. I see -- I think I
38 saw two or three credit card things over here. Okay.
39 Let's say that we keep credit cards. Let's say that
40 we do that; okay? There's one -- okay. What about
41 the deposits and receipts books?
42 RITA DAVIS: Three year retention,
43 ma'am, on those. And we have exceeded the three
44 years.
45 GRACIE FLOYD: Okay. What about Jana
46 Pressley revenues, invoices and encumbrances?
47 RITA DAVIS: Again, those are items that
48 according to Archives they can be destroyed.
49 GRACIE FLOYD: Well, tell me what it is
50 first.

1 RITA DAVIS: The encumbrances where she
2 balances -- three years ago we used to roll
3 encumbrances forward to the future year. This was her
4 reconciliation process to make sure that we balanced
5 when we rolled those encumbrances over. We no longer
6 do that ---
7 GRACIE FLOYD: Okay. And what's GES? I
8 see a lot of GESs on here.
9 RITA DAVIS: That's journal entries.
10 Those are journal entries that are made to the general
11 ledger. It's a three year retention on those, as
12 well. And we keep those three years downstairs in the
13 finance office.
14 GRACIE FLOYD: Okay. Sewer, Broadway and
15 ECU deposits.
16 RITA DAVIS: Just deposits that we have
17 received from the water company.
18 GRACIE FLOYD: What's ECU deposits?
19 RUSTY BURNS: Electric City ---
20 GRACIE FLOYD: Thank you. All right.
21 Sewer adjustments.
22 RITA DAVIS: Yes, ma'am. That's just
23 adjustments to sewer customers' billing in the normal
24 course of business.
25 GRACIE FLOYD: All right. Age listing.
26 RITA DAVIS: Accounts receivable listing
27 for sewer customers that still owe us money.
28 GRACIE FLOYD: Okay. Delinquent
29 foreclosure.
30 RITA DAVIS: That is an inappropriate
31 thing. That apparently was a Master in Equity box.
32 It should not even have been on there. We don't have
33 that. So that's what I was asking them was we went
34 back and verified that after the Finance Committee
35 meeting. And that's the one item that should not even
36 have been on there.
37 GRACIE FLOYD: But it was.
38 RITA DAVIS: Yes, ma'am.
39 GRACIE FLOYD: But it was. And were we
40 getting ready to throw that away, as well?
41 TOMMY DUNN: They don't have it to throw
42 away.
43 RITA DAVIS: That's not my jurisdiction,
44 ma'am. That would be Judge -- I assume that's Judge
45 Drew's.
46 GRACIE FLOYD: All right. Now there's an
47 Alpha Technology CDBG, what is that?
48 RITA DAVIS: That was just a grant.
49 CDBG grant that that industry received.
50 TOMMY DUNN: I'm sorry, but time's

1 expired on this. Anybody want to extend the time? If
2 not, Ms. Floyd's got a motion on the floor. You make
3 a motion to extend for three minutes? Okay, Ms.
4 Wilson makes a motion to extend for three minutes.
5 Anybody want to second that? Dies for lack of second.
6 So we'll vote on Ms. Floyd -- Ms. Floyd's got a motion
7 on the floor to keep everything. And I should have
8 done done this, but we went to talking, do we have a
9 second for Ms. Floyd's motion?
10 GRACIE FLOYD: Okay. My motion. My
11 motion was not to keep everything.
12 TOMMY DUNN: I'm sorry. Go ahead and
13 state your motion and we'll get a second.
14 GRACIE FLOYD: My motion was to let's not
15 throw anything away for at least two years until we
16 get these lawsuits settled because we don't know what
17 we're going to need for that.
18 TOMMY DUNN: Okay. That's your motion.
19 Motion is to keep all of this what's on this list for
20 two years, then. Is that correct? We have a second?
21 GRACIE FLOYD: Second. I can't second it,
22 can I?
23 TOMMY DUNN: No, ma'am. You made the
24 motion. No second. Dies for lack of a second. Go
25 back to the original motion.
26 CINDY WILSON: Mr. Chairman.
27 TOMMY DUNN: Time's expired, so we'll be
28 voting on this.
29 CINDY WILSON: A quick addition. The
30 credit cards that we've already spoken about ---
31 TOMMY DUNN: All we can do now, time's
32 expired, we've got a motion on the floor, so what
33 we're going to vote on is what the Finance Committee
34 recommendation was. So if you got a correction on
35 what the Finance Committee recommendation was, go
36 ahead. Other than that, no time.
37 CINDY WILSON: Yes, because Mr. Crowder
38 had already winnowed it down further, but it would be
39 appropriate for us to retain the paid invoices or the
40 accounts payable records for fiscal years '96-'08.
41 TOMMY DUNN: The motion will be -- can
42 we get this -- coming from the Finance Committee from
43 last meeting, that's what the motion will be.
44 Whatever it was last week, from the Finance Committee,
45 that's what the motion -- time's run out. You got it.
46 MITCHELL COLE: Call for the question, Mr.
47 Chairman.
48 TOMMY DUNN: Time's run out, we ain't
49 going to call for the question. It's over with. I
50 mean, what it is, is the motion to be what come off

1 the table what it was, not the -- motion that comes
2 from the Finance Committee or whatnot, but that's what
3 it is now. Time's out. Yes, ma'am, Ms. Wilson. Go
4 ahead.

5 CINDY WILSON: I'm sorry. I'm confused.
6 When we had our Finance Committee meeting, we had a
7 list of items that we felt should be retained. It was
8 tabled.

9 TOMMY DUNN: And it was brought up. It
10 was tabled. And that's what we're voting on.

11 CINDY WILSON: And off the table ---

12 TOMMY DUNN: No, when it come off --
13 what come off the table, not what Mr. Crowder -- that
14 what he said, is what was tabled the last meeting.
15 That's what come off the table. What the Finance
16 Committee recommendation was. That's what come off
17 the table.

18 CINDY WILSON: So the items that we
19 outlined ---

20 TOMMY DUNN: What come from the Finance
21 Committee.

22 CINDY WILSON: That more than amply covers
23 what ---

24 TOMMY DUNN: That's what we voting on.
25 All in favor of the motion show of hands. All opposed
26 like sign. Show the motion carries with Mr. Waters,
27 Mr. Allen, Mr. Dunn, Mr. Cole, Mr. Crowder and Ms.
28 Wilson in favor, Ms. Floyd opposes.

29 Moving on. Report -- let's see Approval of
30 Lease Purchase Agreement Financial Institution for
31 five point three million dollars. Ms. Davis, you want
32 to step up and give us -- I know all of us had the
33 back-up and got the information what staff recommends.

34 RITA DAVIS: Yes, sir, Mr. Chairman. As
35 you know the Purchasing Department put out the bid and
36 forty-nine financial institutions received the packet.
37 Ten responded. The low bid is one point five four
38 percent from Santander Bank North America. And the
39 financial advisor and staff are recommending awarding
40 the bid to that institution.

41 TOMMY DUNN: Where they from?

42 RITA DAVIS: They're headquartered in
43 Boston, Massachusetts. They have a Northeast
44 footprint. They also have an office in Arizona, so
45 they're trying to expand their equipment leasing
46 program nationwide.

47 TOMMY DUNN: Home office in Boston,
48 Massachusetts.

49 RITA DAVIS: Yes, sir. They employ
50 about nine thousand people in the US. They're the

1 fifth largest bank world-wide behind Wells Fargo, Bank
2 of America, Citicorp and JPMorgan, Chase Morgan.
3 TOMMY DUNN: Okay. Anybody got any
4 questions for Ms. Wilson, I mean Ms. Davis, I'm sorry.
5 FRANCIS CROWDER: I just want to make the
6 comment, they are a Spanish company.
7 RITA DAVIS: That was their origin 158
8 years ago. That's correct.
9 FRANCIS CROWDER: They're a Spanish company.
10 Of course, I raised the question, you know, that I
11 realize that -- again, I like to do things locally, by
12 now y'all are tired of hearing that. But if you've
13 only got point zero one or point zero two percentage
14 points to be able to do something locally. But I know
15 that you all have done due diligence and you're
16 financial advisor, so I'm going to support what they
17 recommend.
18 RITA DAVIS: Thank you.
19 TOM ALLEN: Mr. Chair.
20 TOMMY DUNN: Mr. Allen?
21 TOM ALLEN: Could you repeat the name
22 of the company, again, please?
23 RITA DAVIS: Santander.
24 TOM ALLEN: Santander. How do you
25 spell that?
26 RITA DAVIS: They bought Sovereign Bank.
27 TOM ALLEN: How did you spell it? Is
28 it Santana?
29 RITA DAVIS: S-a-n-t-a-n-d-e-r.
30 TOMMY DUNN: It's on the book there. We
31 have a motion to put this on the table?
32 CINDY WILSON: So moved.
33 TOMMY DUNN: Motion Ms. Wilson. We have
34 a second? Second Mr. Cole. Now, discussion. Any
35 more? Questions for Ms. Davis or any comments?
36 Hearing none all in favor -- you got any questions,
37 comments?
38 FRANCIS CROWDER: Did you say it was to be
39 tabled?
40 TOMMY DUNN: No, we making the motion --
41 I said to move forward, to get it on the table, now
42 it's time for discussion.
43 FRANCIS CROWDER: Oh, yeah, I make a motion.
44 TOMMY DUNN: We got that, Ms. Wilson got
45 that and Mr. Cole second it. So, now we're up for
46 discussion on it. Anybody got any discussion? More
47 discussion or comments or questions for Ms. Davis?
48 CINDY WILSON: May we make a quick note
49 that there are no prepayment penalties after the first
50 year, which is good.

1 TOMMY DUNN: Yeah. Exactly right. All
2 in favor of -- hearing none. Mr Crowder, you got ---
3 FRANCIS CROWDER: No.
4 TOMMY DUNN: Okay. All in favor of the
5 motion show of hands. All opposed like sign. Show
6 the motion carries unanimously. Thank you, Ms. Davis.
7 Appreciate it. All y'all's work.
8 Moving on to number 13, requests by Council
9 members. Mr. Waters. Anything?
10 KEN WATERS: ???
11 TOMMY DUNN: Thank you, Mr. Waters. Mr.
12 Allen?
13 TOM ALLEN: None at this time.
14 TOMMY DUNN: Thank you. Ms. Floyd, you
15 have any?
16 GRACIE FLOYD: I have one. I have one.
17 It's from the Broadway Fire Department. They're
18 asking that we, Anderson County Council -- let me read
19 the letter to you. I, Chief Dave Burnett, of the
20 Broadway Volunteer Fire Department am requesting
21 consideration of approval for the addition of one
22 Motorola APX 7000 handheld radio to the Palmetto 800
23 network. The radio is a multi-band unit and will be
24 compliant with the guidelines set forth by the Federal
25 Emergency Management. The radio will be used for
26 command on individual as well as multi-agency
27 incidents. Due to the radio having an 800 megahertz
28 capability action of approval by a Anderson County
29 Council is needed for the radio to be added to the
30 existing Palmetto 800 network. Purchase of the radio
31 has been made available through FEMA, AFG, Assistance
32 to Firefighters grant in which we have recently been
33 awarded. I am seeking Council's consideration to help
34 us reach a favorable outcome with this request.
35 I put it in a motion that we allow the five
36 Broadway fire department to -- that we approve for the
37 addition of the Motorola handheld radio to the
38 Palmetto 800 network. That's in the form of a motion.
39 TOMMY DUNN: Second Mr. Allen. Now
40 discussion. I just want to --
41 FRANCIS CROWDER: Question.
42 TOMMY DUNN: Can I?
43 FRANCIS CROWDER: Oh, you go to it.
44 TOMMY DUNN: Ms. Floyd, this is a bit
45 unusual to bring this up at this time. You know, if
46 Council don't have objection we'll let it slide, but
47 I'll ask Council not to do this again. Because this
48 ain't -- wasn't on the agenda and this ain't coming
49 out of -- y'all understand -- and correct me if I'm
50 wrong, Ms. Floyd, this ain't coming out of your

1 account. This will be all Council coming out of it.
2 Is that correct?
3 GRACIE FLOYD: Mr. Chairman.
4 TOMMY DUNN: Yes, ma'am.
5 GRACIE FLOYD: I will be more than happy
6 to remove this off the thing tonight and bring it up
7 again the next time when I have it in the form that
8 you all would like to have it.
9 TOMMY DUNN: No, it's fine. If nobody
10 has objections, I just want to make sure everybody
11 understands this is coming out of -- coming out of --
12 it's not coming out of her paving or recreation
13 accounts, this is coming out -- this will be Council
14 coming out of regular funds. And the way we've
15 generally done this in the past, is it goes through
16 and comes up to the full Council and it's on the
17 agenda and whatnot.
18 GRACIE FLOYD: Well, we get these all the
19 time ---
20 TOMMY DUNN: Yes, ma'am.
21 GRACIE FLOYD: --- and they have been
22 approved all the time. It has never been not approved
23 before.
24 TOMMY DUNN: Yes, ma'am. Some have been
25 not approved.
26 GRACIE FLOYD: I beg your pardon.
27 TOMMY DUNN: Some have been not
28 approved. Yes, ma'am.
29 GRACIE FLOYD: When?
30 TOMMY DUNN: I'd have to go back and
31 look, Ms. Floyd. I'm very up to this situation about
32 it because this is an ongoing expense and we got some
33 stations have got nine, some stations have got ten,
34 and it's getting to the point ---
35 GRACIE FLOYD: I have never known this has
36 happened since the onset of the 800 megahertz when it
37 was first brought into the Council, when it was the
38 first fight by some folks didn't want it and some
39 folks did; okay, but I will be more than happy to
40 bring it up at the next Council meeting when it's in
41 the form that you would like it.
42 TOMMY DUNN: Not what I like, I'm just
43 going by rules, but like I said, if nobody's got no
44 objection, I'm trying to help you here. But I'm
45 saying, it's putting in a awkward thing to go through
46 this -- I wouldn't like to see us become a habit where
47 everybody have a chance to go through the procedures
48 and vote and think about it because this is -- we've
49 got to make a decision sometime or another and I --
50 about any station -- there's twenty-seven fire

1 stations in Anderson County in the county fire system
2 not counting our municipality such as Williamston,
3 Honea Path, Belton, and we've got to keep -- this is
4 an ongoing liability of so much a month per station so
5 we just got to keep this in mind, keep this in check
6 and everything. Yes, ma'am, Ms. Floyd.

7 GRACIE FLOYD: Mr. Chairman, please, I
8 have already said that I would bring it back at the
9 next meeting. I would rather you not run my fire
10 station down as if they had done something wrong.

11 TOMMY DUNN: They haven't, Ms. Floyd.

12 GRACIE FLOYD: I will bring it up at the
13 next meeting. And if there's a fault, or an error,
14 the error is mine.

15 TOMMY DUNN: Okay. You're taking it
16 off, then. Is that what you're doing, taking it off?
17 Okay. Just let the record show that I wasn't running
18 the fire station down or -- cause they didn't bring it
19 up. But I'll have the same questions and comments at
20 the next -- when it comes up the thing about it. I'm
21 not saying I'm voting against it or nothing, I'm just
22 saying this is something for Council to be aware of.
23 Moving on. Anything else, Ms. Floyd?

24 GRACIE FLOYD: Oh, no, not yet.

25 TOMMY DUNN: Mr. Cole?

26 MITCHELL COLE: Not at this time.

27 TOMMY DUNN: Mr. Crowder?

28 FRANCIS CROWDER: No, sir. Thank you.

29 TOMMY DUNN: Ms. Wilson?

30 CINDY WILSON: Yes, thank you. The town
31 of West Pelzer has requested some recreational funds
32 and I would like to appropriate twenty-five hundred
33 from the District 7 rec account for the town of West
34 Pelzer's rec.

35 TOMMY DUNN: Have a motion Ms. Wilson?
36 Have a second?

37 TOM ALLEN: Second.

38 TOMMY DUNN: Second Mr. Allen. Any
39 discussion? All in favor of the motion show of hands.
40 All opposed like sign. Show the motion carries
41 unanimously. District 5 has none.

42 Moving on to number Item 14, Administrator's
43 report.

44 RUSTY BURNS: Nothing at this time, Mr.
45 Chairman.

46 TOMMY DUNN: Nothing at this time.

47 Moving on to Item number 15. Citizens
48 Comments.

49 LEON HARMON: Mr. Chairman, no citizens
50 are signed up to speak.

1 TOMMY DUNN: Thank you.
2 Moving on to remarks from Council members.
3 Ms. Wilson.
4 CINDY WILSON: Thank you. I have none at
5 the moment but to thank everybody for the hard work in
6 all the public meetings that we have had with a lot of
7 assistance from our staff. It's been very helpful.
8 Thank you.
9 TOMMY DUNN: Thank you. Mr. Crowder.
10 FRANCIS CROWDER: No, sir. Thank you.
11 TOMMY DUNN: Mr. Cole.
12 MITCHELL COLE: Nothing.
13 TOMMY DUNN: Thank you. Ms. Floyd.
14 GRACIE FLOYD: Yes, I have something.
15 It's something that I don't think anyone knows about
16 it because it's well kept away. I found out about it
17 this week. You all know that I am the Council member
18 for District 2. I've worked very, very hard for
19 District 2 over the last sixteen years. I am --
20 anything that I can do to promote it, I have done it.
21 District 2 has I call it the red-hair stepchild. It
22 gets nothing. It gets very little. I found out this
23 week that we were able -- we were going to get
24 something down in District 2. Mr. Freeman, you live
25 in District 2? Okay. All right. We were going to
26 get something brand new in District 2 that we haven't
27 gotten it for -- other folks have gotten it. We're
28 going to get some new houses built down there.
29 Beautiful houses. I have been in it. Absolutely
30 wonderful houses. And got a phone call from an
31 architect. I think he's an architect or a developer
32 or something he is. And he was telling me about some
33 problems that was going on down there that I had no
34 knowledge of it. No one told me anything. But the
35 work -- his work down there had been stopped because
36 somebody came down there and told them to stop the
37 work being done on it. So I was just trying to figure
38 out what could I do to keep people from going to other
39 folks about problems in my district.
40 So, I have decided I am going to -- I am
41 having some little maps made of District 2 and I want
42 you to take the maps that I give you, District 2, and
43 I want you to put it up on your wall, your office,
44 your bedroom wall, somewhere, because I don't want you
45 in my district anymore. I don't want you to do that
46 anymore. I don't meddle in yours and I don't want you
47 to meddle in mine. Luckily I was able to get things
48 on the tracks again. We're going to have the
49 buildings, the houses, in District 2.
50 Not only that, I've got an old warehouse that

1 was going to be torn down, if I can get this architect
2 back on the tracks again to go ahead and tear the
3 place down and build some more houses and some shops.
4 Because there was talk of lawsuits being involved in
5 this. But I just think that when we have -- when
6 we're doing something in each of the districts, I
7 think we ought to just stay out of it. Now, your
8 constituents have called me a lot to do things for
9 them. Because they say you won't answer the telephone
10 or that you won't call back or you won't help them.
11 In that case, I have always told them to call the
12 county administrator, hoping that he will give your
13 constituents the hands that you need. I don't go into
14 your districts. If it's a bad problem, I will call
15 you and tell you what's happening in your district so
16 that you can do something. Want you to know,
17 employees were mistreated and I was mad. So I'm just
18 going to leave it at that. You will be getting a copy
19 of District 2. You can do with it what you want. But
20 you will know where District 2 is.

21 Another thing that is -- that we are going to
22 get rid of papers and anybody knows that if you are
23 tied up in litigation, that you always keep hold on
24 your important papers, especially the credit cards.
25 Now, if I had not looked at the paper, if I had not
26 laid it on the table so I can look at the paper, we
27 would have had one going out that you needed. It just
28 so happened that because I went back and looked at it,
29 you saw one in there that shouldn't go out. How many
30 more are we going to find like that, that should not
31 have gone out, that we should have held on to?

32 But, you know, some of you here discuss what
33 football game to watch. But I'm here for the long
34 run. You can say what you want about me, I could care
35 less. But I do know this, we'd better start doing our
36 jobs. We'd better start paying attention. We had
37 better get connected to what's going on because we're
38 going to miss a lot of stuff. I'm through. And I
39 thank you.

40 TOMMY DUNN: Mr. Allen.

41 TOM ALLEN: Yeah, just very quickly.
42 I'd like to give a couple of thanks. And that's --
43 one's to Angie Stringer and the staff that did such a
44 great job on Celebrate Anderson. And I know that they
45 worked very hard on that. Mr. Burns worked very hard
46 on it. People looked pretty well beat up by the end
47 of Sunday night. But they did a superb job and
48 certainly deserve a thanks for that. The bike races
49 were awesome. They even added some additional things
50 to it this year that I had never seen before. Kind of

1 a cross country bike racing. Over all it was very
2 interesting. I'd also like to thank Kelly Jo and all
3 the folks over at the Brown Senior Center for the
4 luncheon that they had the other day in support of all
5 the seniors that are over there. And we were able to
6 pass out a few checks over there that we hand out
7 annually to those folks, to the different senior
8 citizens. And they, too, are doing a really great
9 job. And I wanted to thank them for their work.
10 And that's all I have, Mr. Chair.
11 TOMMY DUNN: Thank you, Mr. Allen. Mr.
12 Waters?
13 KEN WATERS: I'm good.
14 TOMMY DUNN: Thanks. I also want to
15 just echo the hard work everybody put in on Celebrate
16 Anderson. Hopeful it's going to get bigger and better
17 in coming years. Also hope to -- got a Bluegrass
18 Festival coming up at the Civic Center at the
19 amphitheater. Hope it goes real well and gets some
20 things on that. Appreciate the hard work everybody's
21 done and Council members. That's what it's all about,
22 is debate and try again. I know everybody's trying to
23 get the best. Just want to clear up one quick thing
24 right quick. Ms. Floyd was talking about me. I went
25 down there. No secret. I've apologized to her. Made
26 a slip -- made a slip thing that didn't realize that
27 was her district, what you call it. But I'd do the
28 same thing over again, no matter whose district
29 because simple reason, wasn't no ordinance and I want
30 any county employee to come that says I talked down to
31 them. Tommy Dunn don't do that. Has never done it.
32 Never will do it. And I've got -- hope each and all
33 of us can say that looking in the mirror because ?? in
34 this Council. But I will not take a back seat when
35 taxpayers' money's not being and people don't know
36 ordinances. Going to get ??? the county has no lines.
37 It ain't just this right here, what -- District has no
38 lines about what's best for the taxpayers' money and
39 our road money and our roads in the shape they in, and
40 I stand by that and continue to stand by it. I feel
41 very passionate about that. What we've done about our
42 roads here and what we had here tonight and I hope it
43 don't happen again about this stuff coming up. We
44 need to take care of the roads that we've got instead
45 of adding on roads that people's got in subdivisions
46 we making people developing their own private roads --
47 giving them their own roads and everything. And as
48 far as that district business goes, we all need to
49 look at a map because I think some people's meddled in
50 my district time or two and I just looked the other

1 way. This meeting will be adjourned.
2

3 (MEETING ADJOURNED AT 8:30 PM)

Kim A. Poulin

From: Phyllis White
Sent: Monday, September 14, 2015 3:37 PM
To: Kim A. Poulin
Subject: FW: Broadway Fire Department Request

-----Original Message-----

From: David Burnette [<mailto:chief@broadwayfire8.com>]
Sent: Friday, August 28, 2015 10:11 PM
To: rburns@andersoncountysc.org
Subject: Broadway Fire Department Request

Mr Burns,

I have spoken with Gracie Floyd about adding an 800Mhz handheld radio to the Palmetto 800 network. She requested that I send a formal request letter to the two of you. I have sent the request form in a separate email. If I need to do anything else, please let me know.

We have been awarded a FEMA grant to purchase several radios, one of which is a dual band (VHF/800Mhz) radio. I have learned since I ordered the radios that the addition of an 800Mhz radio needs to be approved by county council. I didn't know this prior to ordering the radios. I apologize for any inconvenience that this has caused.

Chief David Burnette
Broadway Fire Department
864-844-1200
chief@broadwayfire8.com

REQUEST TO BE HEARD

NAME: IRVING TurnerDISTRICT: 5DATE REQUESTING TO BE ON AGENDA: Oct 6, 2015Approximate time: 10 minutesSUBJECT MATTER TO BE DISCUSSED: FAYE DRIVE

ABANDONMENT. I WANT THE COUNCIL
to know my position on this
matter which is to KEEP FAYE
DRIVE OPEN AND to INSTALL
CUL-DE-SAC.

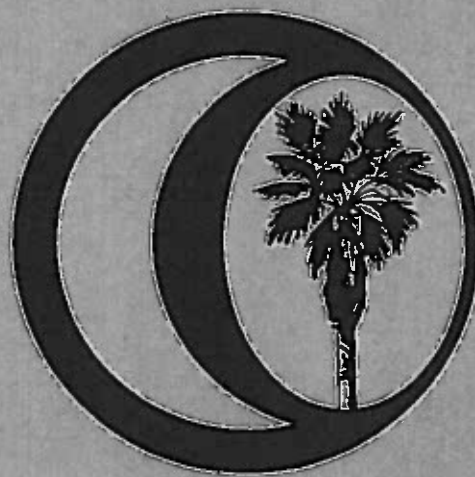
Irving Turner
Signature of requestor

9/28/15
Date

Working Draft

2015

COUNTY GOVERNMENT AND INTERGOVERNMENTAL
RELATIONS STEERING COMMITTEE



SOUTH CAROLINA
ASSOCIATION OF COUNTIES

WEDNESDAY, SEPTEMBER 16, 2015
ASSOCIATION OFFICES, COLUMBIA

2015 COUNTY GOVERNMENT AND INTERGOVERNMENTAL RELATIONS STEERING COMMITTEE

The responsibilities of the County Government and Intergovernmental Relations Steering Committee include issues involving the structure of county government and all matters dealing with intergovernmental relations between counties and county officials and the federal, state, and municipal governments. Also included in the responsibilities of this committee are issues related to health and human service delivery and financing. Specific areas of concern include home rule authority, consolidation of political subdivisions, elections, ethics, personnel, indigent health care, indigent legal services, veterans' affairs, libraries, local DSS, and health boards.

MEETING DATES:

Wednesday, September 16, 2015: Association Offices

Wednesday, November 4, 2015: Association Offices

— RONALD YOUNG, CHAIRMAN —
Aiken County Council Chairman

STEERING COMMITTEE MEMBERS*

County Representatives:

Tommy Dunn, Anderson County Council Chairman
Tracy F. Finklea, Dillon County Council Chairman
Alexander Haskell, Aiken County Council Vice Chairman
David Kenner, Barnwell County Council Chairman
Stanley S. Pasley, Williamsburg County Supervisor/Chairman
Roger M. Poston, Florence County Council Chairman
Marion B. Robinson, Fairfield County Council
Torrey Rush, Richland County Council Chairman
Travis Windham, Lee County Council Chairman
Joseph E. Wood, Jr., Laurens County Council Chairman

SCAC Board Members:

Joseph R. Branham, Chester County Council Vice Chairman
Joseph B. Dill, Greenville County Council
Robert Archie Scott, Dillon County Council Vice Chairman
K.G. "Rusty" Smith, Jr., Florence County Administrator
W.B. Wilson, Williamsburg County Council
Johnnie Wright, Sr., Orangeburg County Council Chairman

President's Appointees:

Keith Bustraan, Charleston County Administrator
Beverly T. Craven, Charleston County Clerk to Council
Joshua A. Gruber, Beaufort County Deputy Administrator
G. Timothy Harper, Marion County Administrator
Robin Helms, Lancaster County Veteran Affairs Officer
Wanda Hemphill, York County Registration and Elections Director
Theresa B. Kizer, Greenville County Clerk to Council
Ray McBride, Beaufort County Library Director
Larry McCullough, Lancaster County Council
Joan E. Winters, Chester County Attorney

SCAC Staff Contact: M. Kent Lesesne

2015

COUNTY GOVERNMENT AND INTERGOVERNMENTAL RELATIONS STEERING COMMITTEE

GENERAL STATEMENT OF POLICY

In November of 1972, the people of South Carolina voted to empower the General Assembly to grant statutory Home Rule powers to county governments. The revised Article VIII (Local Government) to the State Constitution was implemented with the passage of Act No. 283 of 1975 and is known as the "Home Rule Act." This structural reorganization of government service providers recognized that local elected governing bodies would meet the service needs of their communities in a more efficient and cost-effective manner. The people recognized that counties must be able to respond to changing issues without being limited by inefficient and ineffective restrictions imposed by state law. County government officials recognize that they are directly responsible for and accountable to the people in their communities for raising and allocating revenues to provide the services that their people demand.

In addition to being providers of essential traditional local government services, counties understand their role to help the state administer state programs at the local level. However, counties are charged with implementing costly state and federal mandates without sufficient appropriations or revenue sources to pay for meeting the state's or federal government's objectives. Counties oppose the imposition of unfunded or underfunded state and federal mandates because it breaks the line of accountability that connects the implementing government responsible for the program with the cost required to pay for the program.

Counties are mindful of their obligation to protect and preserve the health, safety, and welfare of the citizens of this state. To this end, counties play a vital role in addressing the health and human service needs of the people in their communities. The growing cost of supporting these programs and the restructuring of the role of the federal government through the block grant program are a growing concern of counties.

NEW POLICY ISSUES

Bonds for County Officials and Employees

Bonds for county officials and employees vary in the amount required and who has the authority to set them. Some amounts are set specifically by statute, while others are set by the county, clerk of court, or the Attorney General. There appears no rhyme or reason as to how they are determined or who gets to determine the amount of bond. More importantly, the amounts are woefully inadequate to protect the public in the event a public official or employee engages in misconduct that has financial consequences to the public, especially with the liability limits under the Torts Claim Act. For example, the sheriff's and the clerk of court's bond is ten thousand dollars, while the coroner's is set at two thousand dollars. Magistrates' bond shall not be less than twenty-five percent of the collections for the previous year reported to the county treasurer as required by law; provided however, that if collections for the previous year did not exceed a total of two thousand dollars, the county governing body in its discretion shall be authorized to waive any bond requirements for such magistrate. At the other extreme, there are two statutory provisions setting the bond for probate judges. One sets bond at five thousand dollars (§ 14-23-40), while another provision sets it at one hundred thousand dollars (§ 14-23-1050). Section 4-11-65 allows the governing body of a county to purchase a fidelity bond to cover all or a portion of the county officials and employees. Some counties have used this provision to purchase a blanket bond for all county employees and officials.

Lancaster County has requested that SCAC support legislation that would authorize counties to provide public officials insurance coverage in an amount equal or comparable to liability under the Tort Claims Act. Counties would have the option of maintaining the current statutory bond requirements for public officials and employees.

Steering Committee's Recommended Policy Position: _____

Workers' Compensation for Volunteer Firefighters

Most county fire departments use volunteer firefighters. Rural counties are heavily dependent on them and in some places, volunteers are the only protection available. If they are hurt on the job, just like every other South Carolina employee, they're entitled to workers compensation insurance. Under South Carolina law (§ 42-9-10 and § 42-9-200), an employee who misses more than 7 days of work is eligible for two-thirds

of their average weekly salary. The average weekly wage is capped at the state average weekly salary for the preceding fiscal year. For volunteer employees, the weekly payments are capped at a much lower level. Section 42-7-65(4) states that a volunteer employee's weekly workers compensation rate is calculated on the basis of an average weekly wage 37.5% of the average weekly wage in South Carolina for the prior fiscal year. The cap does not change even if they have a full time job. To show the disparity, in 2014, a regular employee hurt on the job could receive about \$750 weekly, while a volunteer firefighter would only receive \$188 dollars a week. On the other side, this would likely have a large fiscal impact upon annual workers' compensation costs. We hope to have an estimate by the time of the steering committee meeting.

Dorchester County has requested that SCAC support legislation that would amend § 42-7-65 to increase the average weekly workers compensation rate for injured volunteer firefighters.

Steering Committee's Recommended Policy Position: _____

The following issues are likely to arise in the next session of the General Assembly and are not raised by any specific group or county.

Whistleblower Act

H. 3202 passed the House and is in the Senate Judiciary Committee. It amends provisions in Title 8 Chapter 27 that prohibit a public employer taking retaliatory action against whistleblowers. The bill removes the \$2,000 cap on rewards when the employee's report results in public money savings. Current law allows an employee to bring suit for retaliatory employment action within 1 year of their report. However, this bill allows lawsuits within 1 year of termination of employment, regardless of how long it has been since the employee's report.

Steering Committee's Recommended Policy Position: _____

Judicial Retirement for Masters-in-Equity

H. 3784, which was briefly on the House floor but was sent to the Ways and Means Committee, would put masters-in-equity in the judicial retirement system. They would be the first county employees to be added to that system. The employer contribution would go to 47% of salary from 10%. If this bill goes forward, the probate judges would like to be added to the judicial retirement system. There was an attempt to amend the bill to add probate judges into the judicial retirement system but no vote was taken before the bill was committed to the House Ways and Means Committee.

Steering Committee's Recommended Policy Position: _____

Meeting Notice and Agenda Requirements

Act No. 70 of 2015 requires agendas to be posted on a bulletin board in a publically accessible place at the office or meeting place of the public body and on a public website maintained by the body, if any, at least twenty-four hours prior to such meetings. The Act also contains a specific procedure to amend a meeting agenda prior to the start of the meeting. That language reads: "§30-4-80(A) - Once an agenda for a regular, called, special, or rescheduled meeting is posted pursuant to this subsection, no items may be added to the agenda without an additional twenty-four hours notice to the public, which must be made in the same manner as the original posting."

Based on the language in the Act, it appears that a public body that has a website is required to post the meeting agendas on their website in addition to posting them as they have traditionally done at their meeting place at least twenty-four hours prior to a meeting. It is unclear whether a meeting has to be rescheduled if the a public body cannot post an agenda electronically twenty-four hours prior to a meeting because the website is down, but they have physically posted the agenda at their meeting place at least twenty-four hours prior to the meeting.

Steering Committee's Recommended Policy Position: _____

CARRYOVER POLICY ISSUES

COUNTY OFFICERS AND EMPLOYEES

Ethics Reform

Ethics Act changes discussed in the General Assembly included requiring candidates to disclose all of their sources of income, eliminating the use of Political Action Committees (PACS), and requiring lobbyist and lobbyist principal registration for advocating ordinances at the local level. The changes also included creating a commission to perform the administrative functions of the Senate and House Ethics Committees, the State Ethics Commission, and the Supreme Court Commission on Judicial Conduct. The new commission would also handle complaints against county elected and appointed positions and their staff, including boards and commissions. Beaufort County has requested that SCAC support reform of the State Ethics Laws.

2015 SCAC Policy Position: SCAC will continue to monitor the ethics reform legislation for any amendments that would adversely affect counties.

Status: There are numerous ethics bills pending in the General Assembly ranging from comprehensive ethics reform to specific changes in the ethics laws. The primary bills are S.1 and H. 3722. S. 1 changes the appointment process and composition of the State Ethics Commission, while maintaining the Senate and House ethics committees. It also creates a joint legislative ethics committee composed of both Senate and House members to receive complaints and determine whether they need to be handled by the Senate or House ethics committee or the joint legislative ethics committee. While H. 3722 also maintains the Senate and House ethics committees, all ethics complaints are sent and investigated by a redesigned State Ethics Commission. The State Ethics Commission will send all technical or Senate or House rules violations to the appropriate General Assembly ethics committee for investigation and determination. S. 1 is pending second reading on the Senate calendar. H. 3722 was amended in the Senate Judiciary Committee with the provisions of S. 1 and is also pending second reading on the Senate Calendar.

Steering Committee's Recommended Policy Position: _____

Workers' Compensation for Psychological Injuries

South Carolina is among the majority of states that provides statutory workers' compensation insurance coverage for psychological only injuries (called mental-mental claims) in the limited circumstance where the mental injury was caused by employment conditions that "were extraordinary and unusual in comparison to the normal conditions of the employment," S.C. Code Ann. § 42-1-160(B)(1). A recent Supreme Court case upheld a decision by the Workers' Compensation Commission denying workers compensation benefits for a deputy sheriff claiming post traumatic stress disorder after he shot and killed a suspect that had threatened to kill him. Although the Court stated that it was "constrained to decide this case according to the standard mandated by the General Assembly," the Court went on to use the opinion to advocate for the removal of the higher standard provided in § 42-1-160.

Currently, only five states allow workers' compensation recovery for mental-mental injuries without the higher standard of proof South Carolina law provides (Hawaii, Michigan, New Jersey, New York, and Oregon.) California adopted a higher standard in 1989 after realizing a 700% increase in mental-mental claims between 1979 and 1988.

Experts generally recognize three problems intrinsic to mental-mental claims. First, there is substantial subjectivity in claimed mental injuries because different workers will react differently to similar situations. This subjectivity creates numerous problems in providing clear medical evidence of injury. Second, the claims' focus depends on the mentally injured worker's perceptions of surrounding events. In physical injuries, the main focus is on the medical providers' opinions based on a degree of medical certainty. Finally, it is often difficult to determine whether actual work-related stress events or personal stress caused the injury. Each of these factors contribute to the continuing susceptibility to abuse, fraud, or malingering in mental-mental injury claims.

2015 SCAC Policy Position: Oppose legislation to amend § 42-1-160 to lessen the burden of proof in establishing a compensable workers' compensation injury for purely psychological (mental-mental) claims.

Status: S. 429 and H. 3699 would allow a first responder to make a claim for mental illness if the mental illness is the result of a significant traumatic experience. S. 429 is pending second reading on the Senate calendar with a minority report.

Steering Committee's Recommended Policy Position: _____

ELECTIONS

Early Voting

SCARE supports legislation that would delete the legal requirement of a witness signature on an absentee ballot envelope. This recommendation is also endorsed by the Federal Voting Assistance Program. In fact, witness signature has been removed from the Uniformed and Overseas Citizens Absentee Voting Act absentee envelopes. SCARE also recommends allowing a period for early voting and/or no-excuse absentee voting. Currently, absentee voters must check one of a number of reasons on the application in order to qualify for an absentee ballot. Under this proposal, satellite polling locations will be optional for each county. No-excuse absentee voting would begin approximately two weeks prior to an election and would end at 5:00 p.m. on the Friday prior to election. Voting by mail would be restricted to those electors who qualify for absentee voting. Procedures would be the same as are currently used for walk-in absentee voters, except no application would be needed. The elector's registration number would be keyed into the voting machine. SCARE recommends that absentee ballots by mail be processed (not tabulated) the day before the election and that permanent absentee ballot status be given to voters over the age of 65 or who are physically disabled.

SCARE also supports reducing the length of ballots by allowing the listing of only ballot question short titles with "Yes" "No" selections for ballot questions. The text of the ballot question along with a summary and explanation would be published prior to Election Day and at the polls through educational materials. This would reduce the amount of time it takes to vote and thereby help reduce the possibility of long voting lines.

2015 SCAC Policy Position: Support legislation to create thirty days of no-excuse absentee voting that would end at 5:00 p.m. on the Friday prior to an election, to remove the witness signature requirement for absentee ballots, and to create permanent status for voters over the age of 65 or are physically disabled.

Status: S. 148 and H. 3720 would provide for a period of early voting to begin ten days before an election and end three days prior to an election. S. 148 is in the Senate Judiciary Committee while

H. 3720 is pending in the House Judiciary Committee. H. 3084 would eliminate the requirement of a witness signature on an absentee ballot envelope. It was amended to allow absentee ballots to be examined and processed beginning at 9:00 am the day before an election. H. 3084 made it to the House floor and was recommitted to the House Judiciary Committee.

Steering Committee's Recommended Policy Position: _____

Updating Election Laws

Many of the current election laws found in Title 7, Chapter 13 of the state code were enacted when election laws were being held using paper ballots. Election officials are finding it hard to apply the older election laws to the conduct of modern elections. For example, many of the old laws do not mirror federal election law changes made the Help America Vote Act of 2002, making it easy to protest an election based solely on the inconsistencies in the law. Also the lack of uniformity between Title 5, which applies to municipal elections, and Title 7, which applies to all other elections, creates inefficiency in the election process due to the difference time requirements, such as the different protest periods under Title 5 and Title 7.

SCARE has asked that SCAC support legislation that creates a study committee to look at reconciling the differences in the election laws found in Title 5 and Title 7. They have also requested that SCAC support legislation to adjust the special election calendar in order to comply with the Uniformed and Overseas Citizens Absentee Voting Act, which requires overseas ballots to be placed in the mail at least 45 days before the election date.

2015 SCAC Policy Position: Support legislation to create a study committee to make recommendations to the General Assembly to reconcile the differences in the election laws found in Title 5 and Title 7, and support legislation to adjust the special election calendar as well as change the certification date for Presidential candidates to the first Tuesday after the first Monday in September in order to comply with the Uniformed and Overseas Citizens Absentee Voting Act.

Status: Act No. 79 (R. 117, H. 3154) of 2015 changed the certification date for Presidential candidates to no later than twelve o'clock noon on the first Tuesday following the first Monday in September. No other legislation was introduced in 2015.

Steering Committee's Recommended Policy Position: _____

Election Workers' Withholdings

In 2014, SCARE recommended that SCAC support legislation that adopted the federal tax exemption model for state income taxes currently paid by poll workers. Under South Carolina's § 218 agreement (a voluntary agreement between a state and the Social Security Administration to provide Social Security and Medicare coverage for State and local government employees) with the Social Security Administration, election workers are excluded from FICA (Social Security) and Medicare withholding as long as they earn less than \$1400.00 in a calendar year. However, state retirement wage withholdings are required on poll workers from the first dollar earned, and state taxes are withheld on workers who earn \$1,000.00 or more in a calendar year.

2015 SCAC Policy Position: Support legislation that would exempt poll workers' wages from state retirement wage withholdings and state taxes as long as they earn less than \$1400 in a calendar year.

Status: No legislation was introduced in 2015.

Steering Committee's Recommended Policy Position: _____

Poll Manager Requirements

Many counties with colleges and universities would like to expand their pool of potential poll managers by using college students. However, § 7-13-110 requires that poll managers be a registered voter in the county in which they serve or an adjoining county. College students are a great resource, but many times cannot be used as poll managers because they do not meet the requirements of § 7-13-110. SCARE has requested that SCAC support an amendment to § 7-13-110 that would permit counties to use persons as poll managers who are registered to vote anywhere within South Carolina. SCARE also requests that SCAC support legislation to pay poll workers \$150 per election day and clerks \$300 per election day.

Currently, poll workers and clerks are only paid \$60 per election day unless they receive a supplement from their county.

2015 SCAC Policy Position: Support legislation to allow a South Carolina registered voter to serve as a poll manager in any county. Also, support legislation to increase poll workers' pay to \$150 per election day and increase poll managers' pay to \$300 per election day.

Status: H. 3717 provides that a person who serves as a poll manager, assistant poll manager, or poll worker is to be compensated no less than seventy dollars for attending the mandatory training and no less than seventy dollars for working the polls on election day. H. 3717 is pending in the House Judiciary Committee. No other legislation was introduced in 2015.

Steering Committee's Recommended Policy Position: _____

Voting Centers

In 2014, SCARE requested that SCAC support legislation that would implement a pilot program to allow voters to cast a ballot at voting centers located within their county of residence. Colorado introduced the idea of setting up voting centers instead of having precincts located in every community prior to their 2002 elections. Colorado went from 150 precincts to 31 voting centers. Although voting centers have had some success, there has not been a widespread adoption of this concept among the states as initially anticipated. Some factors to consider in supporting the concept of voting centers are:

1. Voters are much more transient in today's society and often attempt to vote at whatever precinct is most convenient for them.
2. Schools are not as available because of the security concerns of having so many voters come into the schools during the school day. Many counties also have to pay school districts for their staff to open and close their facilities because they cannot give out security codes to poll managers.
3. Churches are requesting verification of insurance coverage just in case a voter or worker is hurt at their facility.
4. The Help America Vote Act (HAVA) requires that every polling location be disability accessible.

However, counties do not own the churches, schools, etc., where voting is taking place and thus cannot require that they spend what is necessary to meet the handicap guidelines.

5. The practice of combining multiple precincts into one polling location is becoming more popular because there are not enough suitable places that will give permission for their facilities to be used.

Some factors of concern regarding the concept of voting centers are:

1. If the sites are not distributed evenly, problems may arise for voters who cannot travel longer distances due to lack of access to transportation.
2. Long lines could be a problem if too many voters arrive at one voting center simultaneously.
3. Voting centers can make it harder to predict how many voters will show up and when.

2015 SCAC Policy Position: Support legislation that would authorize a county to establish voting centers if a county chose to do so.

Status: No legislation was introduced in 2015.

Steering Committee's Recommended Policy Position: _____

Ballot Questions

Ballot questions are often long and confusing, which either frustrates voters, or slows down the voting process as they seek clarification from poll workers. SCARE has requested that SCAC support legislation to reduce the length of ballots by listing only ballot question short titles with "Yes" "No" selections. The full ballot question along with a summary and explanation would be published prior to Election Day and at the polls through educational materials.

2015 SCAC Policy Position: Support legislation that would require all ballot questions to be listed on the ballot with limited summary. The full question would be publicized prior to election day and would be published at the polls on election day.

Status: No legislation was introduced in 2015.

Steering Committee's Recommended Policy Position: _____

Funding for Voter Registration & Elections

By an executive order in 2013, the President created the Presidential Commission on Election Administration to identify best practices and make recommendations to promote the efficient administration of elections in order to ensure that all eligible voters have the opportunity to cast their ballots without undue delay, and to improve the experience of voters facing other obstacles in casting their ballots, such as members of the military, overseas voters, voters with disabilities, and voters with limited English proficiency. One of the issues identified by the Commission was the need to develop new technology to address antiquated voting machines. A large share of the voting machines currently in operation was purchased with federal money appropriated pursuant to the 2002 Help America Vote Act (HAVA). Without additional federal funding, voter registration and election commissions are faced with replacing aging machines on their own.

SCARE and Beaufort County have requested that SCAC support legislation to provide counties with funding to replace voting machines no later than 2017.

SCARE is also requesting that SCAC support legislation to adequately fund the voting system in this state and that as a cost savings, Presidential Preference Primaries should be conducted on the same day. The Democratic Presidential Preference Primary has already been scheduled for Saturday, February 27, 2016, while the Republican primary has been tentatively set for Saturday, February 20, 2016.

2015 SCAC Policy Position: Support legislation to provide counties with funding to replace voting machines no later than 2017 and to equalize state funding for voter registration and election offices statewide based on the number of registered voters in a county.

Status: H. 4078 requires the Election Commission to submit a plan and process for the purchase of new voting machines to the General Assembly by December 31, 2015. H. 4078 is pending in the House Judiciary Committee. H. 4080 creates the Voting System Study Committee to review the most current voting technology and make appropriate findings and recommendation to the General Assembly by January 31, 2016. H. 4080 is pending in the Senate Judiciary Committee. S. 204 requires the state party committees to mutually set a single date to conduct a Presidential Preference Primary. If the committees are not able to reach an agreement on a single date, the

Presidential Preference Primary will be conducted in accordance with the provisions of §7-13-40 which governs regular primaries. S. 204 is pending in the Senate Judiciary Committee.

Steering Committee's Recommended Policy Position: _____

Postponing Elections Due to State of Emergency

Severe ice storms last year caused a problem for some elections offices as elections were scheduled during the storms and although the Governor declared a state of emergency in some parts of the state, there is no clear statutory procedure in place as to when an election can be postponed and when it has to be rescheduled. SCARE requests that SCAC support legislation that would clarify that an election is postponed when the Governor declares a state of emergency for the jurisdiction where the election is to be held and to clarify when the election must be rescheduled.

2015 SCAC Policy Position: Support legislation to clarify that an election is postponed when the Governor declares a state of emergency for the jurisdiction where the election is held and to clarify when the election is to be rescheduled.

Status: S. 215 provides that if the Governor declares a state of emergency for an entire jurisdiction holding an election, the postponed election shall be held on the first Tuesday following the original date. S. 215 is pending in the House Judiciary Committee.

Steering Committee's Recommended Policy Position: _____

Uniform Municipal Elections

Under current law, municipal elections are held on various dates as determined by each local governing authority. Some are held on the same day as the general election, sometimes at different voting locations. The lack of a uniform date for all municipal elections has led to voter confusion as voters participate in more than one election on the same day. It also leads to confusion at the polling stations because voters may be required to sign two voter registration books. It also acts as a deterrent to voter participation because of the

inconvenience of traveling to more than one voting location. SCARE has requested that SCAC support legislation to conduct all municipal elections in November of odd years. And to designate quarterly election dates for all elections.

2015 SCAC Policy Position: Work with municipal officials to pass legislation to establish a uniform date for conducting municipal elections.

Status: No legislation was introduced in 2015.

Steering Committee's Recommended Policy Position: _____

Notification of District Changes Within a Precinct

The most recent reapportionment from the census caused changes in many precincts throughout the state. However, there is currently no statute that requires voters to be notified when their voting district changes as a result of reapportionment.. Many voters only become aware that one or more of their election districts have changed on election day. Sending notification to all of the affected voters of these changes can cost thousands of dollars. New voting cards are only sent when a voter's precinct changes. In 2014, a request was made to support legislation that would provide state funding so that voters are notified when their representation district changes due to reapportionment.

2015 SCAC Policy Position: Support legislation to provide state funding to pay for notification to voters when their representation district changes due to reapportionment.

Status: No legislation was introduced in 2015.

Steering Committee's Recommended Policy Position: _____

GENERAL

Freedom of Information Act (FOIA)

H. 3191 proposes a substantial rewrite of the Freedom of Information Act. H. 3191 makes the following changes:

- 10 business days to respond to a request instead of 15. Twenty days if the documents are more than 2 years old
- 30 calendar days from the date of request to produce documents if the documents are less than 2 years old. 35 calendar days if the requested documents are more than 2 years old
- search and redaction fees may be charged at the lowest wage level rate, and fee schedules must be posted online
- copy costs at prevailing commercial rates, with no charge for records stored or transmitted in electronic format
- creates a new Administrative Law Court division to handle FOI Act cases. Public bodies may file a complaint for frivolous or unduly burdensome FOIA requests.
- changes criminal penalties to civil penalties, which can include attorneys' fees

In addition to the time and costs restraints in the bill, H. 3191 presents some additional challenges:

- The bill requires voluminous amounts of records be available upon demand if they were produced by the public body, distributed to, or reviewed by any member of the body during a public meeting within 6 months. "Public body" covers more than county council and its subcommittees, including: advisory committees, study committees, boards, and commissions.

2015 SCAC Policy Position: Support disclosure of local government actions through citizen access to public records. SCAC believes that the FOI Act adequately provides such access and opposes efforts that would make the FOI Act overly burdensome or cost prohibitive for local government and taxpayers. SCAC also supports legislation that would prohibit the use of information obtained under the FOI Act from a county department for commercial purposes.

Status: H. 3191 is pending in a Senate Judiciary subcommittee. After hearing testimony from several stakeholders, including SCAC, the subcommittee encouraged the stakeholders to meet over the summer to try to reach a compromise. One meeting was held back in May and no agreement was reached. No other meetings have been scheduled. H. 3093 amends §30-2-50, which prohibits the use of personal information obtained from a state agency for commercial purposes, to include local governments and other political subdivisions. H. 3093 is pending in the House

Judiciary Committee.

Steering Committee's Recommended Policy Position: _____

Autopsy Reports

A recent FOIA Supreme Court decision (Perry v. Bullock) states that an autopsy report is a medical report and therefore exempt from disclosure under the FOIA. FOIA already exempts the disclosure of photographs, videos and other visual images, as well as audio recording associated with the performance of an autopsy, to the general public. As a medical report, immediate family members of the deceased are entitled to the autopsy report and may disclose it to whomever they wish. In 2014, Sumter County requested that SCAC support legislation to make autopsy reports subject to the same disclosure requirements as death certificates. Section 44-63-84 specifies who is authorized to receive a death certificate and makes a death certificate a public record after fifty years.

2015 SCAC Policy Position: Support current law regarding autopsy reports, which allows the release of this medical report to immediate family members of the deceased.

Status: S. 10 amends §30-4-40 and 50 to specifically make public record coroners' reports as to the cause of death of a person examined by autopsy. It specifies the information in the report: full name, date of birth and death, and location of death and allows law enforcement to obtain a renewable 30 day preliminary injunction to prevent the coroner from disclosing the report if there is an ongoing investigation. It also prohibits the use of the information from the coroner's report for commercial purposes. The bill is pending in the House Judiciary Committee.

Steering Committee's Recommended Policy Position: _____

HOME RULE

Public Body Lobbying

Over the last few years, there has been an attempt by the General Assembly to prohibit public bodies from using public funds for lobbying. This directly impacts SCAC's ability to be a voice for the counties in the General Assembly. Beaufort County has requested that SCAC oppose legislation that would prohibit individual counties and / or SCAC from lobbying the state legislature on behalf of the counties.

2015 SCAC Policy Position: SCAC provides a valuable service to the counties through its lobbying efforts as county officials are often unable to educate and inform the General Assembly in real time of proposed legislation on counties. Oppose legislation that would prohibit individual counties and /or SCAC from lobbying the state legislature on behalf of the counties.

Status: H. 3228 prohibits any state agency or instrumentality, or department to expend public funds in order to contract with a lobbyist. H. 3228 is pending in the House Judiciary Committee.

Steering Committee's Recommended Policy Position: _____

INTERGOVERNMENTAL RELATIONS

Municipal Annexation and Adhesion Contracts

Last year legislation (S. 256) was introduced that would allow a special purpose district where a municipality has annexed the majority of the population or register voters of the district to petition the municipality to annex the remaining area of the district even if that area is not contiguous to the municipality. This annexation procedure would not apply to a special purpose district that provides electricity and it expires three years after its date of implementation. The legislation did not require the county or counties affected by the annexation to be notified. Current annexation laws does require the municipality to notify or seek input from the county prior to annexing an area located within that county. As a result, the county may lose additional revenues based on the business or residential section being annexed. Traditionally, the Municipal Association has made municipal annexation a priority issue. Richland County has requested that SCAC support legislation that would require municipalities to notify and get input from a county prior to annexation.

SCAC has previously adopted a comprehensive approach to this issue as outlined by the following:

- Make adhesion contracts null and void.
- Provide a procedure for municipal deannexation in a manner similar to county boundary changes.
- Create a mechanism to freeze revenue from business licenses upon the annexation of a business by a municipality in the same manner that local hospitality taxes are treated when annexation occurs.
- Grant legal standing to counties on all annexations within their jurisdiction.
- Require municipalities to notify counties of proposed annexations. Notice should be given in time for the county to actively participate and provide input into the proposed annexation.
- Require municipalities to conduct a study and report to analyze and mitigate the potential impact of proposed annexations on the delivery and level of service of public services and facilities in order to assure the adequate public services and facilities will be available to serve development after annexation.

2015 SCAC Policy Position: Support legislation that would require all municipal annexation, including enclave annexation, by referendum as follows:

- **Municipality must pass a Resolution of Consideration, identifying the area under consideration for annexation. The total area cannot exceed twenty-five acres.**
- **A year after Resolution of Consideration is adopted, the municipality must adopt a Resolution of Intent, describing the boundaries for the area to be annexed. It must also hold a public hearing and prepare a report outlining the plan for providing services to the annexed property.**
- **Property owners in the area to be annexed vote in a referendum on the question of annexation. All costs for conducting a referendum are to be paid by the municipality.**
- **If the referendum is in favor of annexation, municipality must then pass an annexation ordinance. If referendum fails, municipality must wait three years before making another attempt to annex the property.**
- **Property owners may file a writ of mandamus if the municipality fails to provide services**

as outlined in their annexation report.

- If county determines municipality has not provided services as agreed, the municipality may not count the population addition from annexation for purposes of receiving state, federal, or county dollars distributed based on population until all the services are provided.

- Upon annexation, county revenue from business licenses, franchise fees, and local option sales tax shall be held harmless in the same manner as local hospitality and local accommodation taxes.

- When a municipality annexes property in a county that has a land use or zoning policy and the municipality density allowance or regulations allow for a greater density than the county allows, then the density requirement and land use plan of the county must remain in place for a specified period of time after annexation occurs.

Status: S. 256 discussed above is pending in the Senate Judiciary Committee.

Steering Committee's Recommended Policy Position: _____

September 29-30, 2015

Business Industry SHOWCASE

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ORDINANCE NO. 2015-026

AN ORDINANCE AMENDING SECTION 2-351 (MEMBERSHIP, TERMS) OF THE ANDERSON COUNTY CODE AS TO PROVIDE FOR TERMS OF SERVICE AT THE PLEASURE OF COUNCIL AND TO PROVIDE THAT THE ACCOMMODATIONS TAX ADVISORY COMMITTEE MEMBERSHIP SHALL MEET THE REQUIREMENTS OF S.C. CODE SECTION 6-4-25; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council desires to establish the term of service on Boards, Commissions, and Committees to be at the pleasure of Council; and

WHEREAS, S.C. Code Section 6-4-25 requires a seven (7) member Accommodations Tax Advisory Committee for counties receiving more than fifty thousand dollars in accommodations tax and that certain members of the committee represent certain segments of the hospitality industry.

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

1. Section 2-351 (membership, terms.) is amended such that sub-sections (3) (4) and (5) read as follows:

- (3) As of January 1, 2001, each applicable board or committee created under the aforementioned authority shall have seven members, with one appointment per council district. Except where otherwise expressly provided by Anderson County ordinance to state law, all such appointees must reside in Anderson County. Other boards and committees may have such members as indicated by separate ordinance or state law. The Accommodations Tax Advisory Committee shall consist of members as required by S.C. Code Section 6-4-25. Prior to the implementation of the seven-member council on January 1, 2001, all existing boards and committees created under the aforementioned authority will function as created, unless state law requires additional members. If state law requires additional members, at-large appointments will be made with the approval of council and will serve until December 31, 2000, or until new appointments are made as soon thereafter as possible.
- (4) All existing and future appointments will serve at the pleasure of Council, except where specified otherwise in this Code.
- (5) No member shall serve on more than one board or committee at any given time. County employees may not serve on a county board or committee.

A member who is absent from three consecutive meetings shall be reported by the chairperson of that board or committee to council and

replaced by council. Any member may also be removed or replaced at will by the appointing council member.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

This Ordinance shall take effect and be in full force upon the Third Reading and enactment by Anderson County Council.

ORDAINED in meeting duly assembled this ____ day of _____, 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: September 15, 2015
Second Reading: October 6, 2015
Third Reading:
Public Hearing: October 6, 2015

ORDINANCE NO. 2015-028**AN ORDINANCE AMENDING SECTION 2-606 OF THE ANDERSON COUNTY CODE SO AS TO ALLOW FOR ELETRONIC/INTERNET BIDDING FOR THE SALE, TRANSFER, AND DISPOSAL OF SURPLUS COUNTY PERSONAL PROPERTY; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, the Anderson County Code does not presently provide for electronic/internet bidding for the sale, transfer, and disposal of surplus personal county property; and

WHEREAS, the Anderson County Council desires to amend Anderson County Code Section 2-606 to allow for electronic/internet bidding as an additional method to dispose of surplus personal property.

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

1. Section 2-606 of the Anderson County Code is amended to provide as follows:

Sec. 2-606 – Sale of county property.

Any items of personal property belonging to the county which are declared by the county administrator to be obsolete or surplus may be sold to the highest responsible bidder. The purchasing director shall ensure that the procedures described in this section are followed, according to the estimated dollar salvage value of the goods to be sold; provided, however, that the administrator or designee may order such goods to be sold at public auction pursuant to proper public notice or by electronic/internet bidding to the highest bidder in lieu of sealed or written bids. In the event it is determined by the purchasing director to be in the economic interest of the county, surplus or used equipment and property may be used for trade-in on purchases of like-kind new equipment and properties with approval of the administrator. The purchasing director shall demonstrate these advantages to the administrator and obtain his

consent to proceeding with the trade-in and purchase. Each separately identifiable capital asset of the county, whether attached to or added on to some other county asset or not, as reflected on each county department's annual capital asset inventory, shall be treated as a separate item of personal property for purposes of this section. Notwithstanding the foregoing and upon request by a local governmental entity or a not for profit organization which provides emergency services, obsolete or surplus vehicles may be transferred to the requesting entity provided the purchasing director makes a determination any vehicle to be transferred is of such little value that the economic interest of the county will not be adversely affected; any such transfer must be approved [by] the county administrator or his/her designee. County council shall be notified in advance and approve publically all dispositions of county property made under this section.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

This Ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson Council Council.

[Signature Page Attached]

ORDAINED in meeting duly assembled this ____ day of _____, 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: September 15, 2015

Second Reading: October 6, 2015

Third Reading:

Public Hearing: October 6, 2015

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

DS
2015-027
First READ
Title Only

Applicant: Russell Vickery

Current Owner: Andrea Denise Moore

Property Address: Corner of Gerrard Road and Centerville Road

Precinct: Centerville Station A

Council District: Five

TMS #(s): 095-07-03-009 and 095-07-03-010

Acreage: +/- 1.43

Current Zoning: R-20
Airport Protective Area (Sec. 5:23)

Requested Zoning: R-D

Surrounding Zoning: North: Right of Way for Centerville Road, then R-20
South: R-20 and C-1N
East: R-20
West: Right of Way for Gerrard Road, then R-20

Evaluation: This request is to rezone two parcels of property as shown above from R-20 (Single-Family Residential, 20,000 square foot lots) to R-D (Residential – Duplex). The purpose for the rezoning request is to allow the construction of duplexes.

Staff Recommendation: Approval. The requested zoning classification of R-D is consistent with use directly adjacent to the south. It is staff's opinion that duplex use in the area delineated by Gerrard Road to the west and Centerville Road to the north helps create a transition between the existing commercial uses along Whitehall Road and the single family residential uses to the west and north.

Visibility concerns at the intersection of Gerrard Road and Centerville Road have been raised by staff. Landscaping and line-of-sight considerations should therefore be incorporated into subsequent development plans.

District 5 Zoning Advisory

Group Recommendation: The District 5 Zoning Advisory Group met on September 2, 2015; and recommended **APPROVAL** of a request to rezone from R-20 to R-D. The vote was **3** in favor, **0** opposed, and **2** absent.

Planning Commission

Recommendation: The Anderson County Planning Commission met on September 8, 2015, and after a duly noted public hearing recommended **APPROVAL** of a request to rezone from R-20 to R-D. The vote was 5 in favor, 0 opposed, and 1 absent.



Rezoning Request Recommendation

9-8-15

Date of Planning Commission Meeting

Approval
Recommendation (Approval or Denial)

Project Information

Name of Applicant: Russell Vickery

Property Location: corner of Geward Rd and Centerville Rd

County Council District: 5 School District: 5

Total Acreage: 1.43 Current Land Use: vacant

Current Zoning: R-20 Requested Zoning: R-1D

Purpose of Rezoning: to allow the construction of duplex -

Recommendation

Recommendation Rendered: Approval

Reason(s) for Denial, if applicable:

- | | |
|---|--|
| <input type="checkbox"/> Compatibility with Future Land Use Map | <input type="checkbox"/> Availability of Infrastructure Support |
| <input type="checkbox"/> Compatibility with Traffic Levels | <input type="checkbox"/> Compatibility with Surrounding Properties |
| <input type="checkbox"/> Compatibility with Density Levels | <input type="checkbox"/> Use and Value of Surrounding Properties |
| <input type="checkbox"/> Other (please elaborate): _____ | |

Explanation of Reasons: _____

Planning Commission Presiding Chairman: DAN COITRAN

Signature: [Signature] Date: Sept 8, 2015

Page 1 of 1

For Office Use Only:

Scheduled Advisory Public Hearing Date: 9/2/15 Citizens' Advisory Recommendation: approval

Scheduled Commission Public Hearing Date: 9/15/15 Planning Commission Recommendation: approval

Scheduled Council Public Hearing Date: _____ County Council Decision: _____



Rezoning Application

July 9th, 2015
Date of Application Completion

Application Status (Approved or Denied)

Applicant's Information

Name: Russ Vickery
Mailing Address: 128 Broadwood Mill Rd. Anderson, SC 29626
Telephone and Fax: 864-940-7376 E-Mail: RVICK43567@aol.com
864-222-4043 (Fax)

Owner's Information (If Different from Applicant)

Name: Andrea Denise Moore
Mailing Address: 514 Corning St. Anderson S.C.
Telephone and Fax: (864) 940-2268 E-Mail: modiamonds64@gmail.com
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.

Andrea D. Moore
Owner's Signature

July 9, 2015
Date

Project Information

Property Location: CORNER of BEEFAD RD + CENTERVILLE RD. (2 lots)
Parcel Number(s)/TMS: 95-07-03-009/95-07-03-010
County Council District: 5 School District: 5
Total Acreage: 1.43 Current Land Use: R-20 (1/4 AWT)
Current Zoning: R-20 Requested Zoning: R-D

Purpose of Rezoning: To allow construction of Duplexes match surrounding land use and make Best Use of the Property

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

Russell A. Jickley
Applicant's Signature

July 9th, 2015
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application - pursuant to State Law (Section 6-29-1145: 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.

Russell A. Jickley
Applicant's Signature

July 9th, 2015
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: _____



JUL 9 2015

July 9th 2015

Rezoning Application Supplement Planning Commission Review Criteria

Date of Application Completion

Application Status (Approved or Denied)

Project Information

Property Location: Two lots - Corner of ICCARD + Centerville Rd.

County Council District: 5 School District: 5

Total Acreage: 1.43 Current Land Use: R-20 (Vacant)

Current Zoning: R-20 Requested Zoning: R-D

Purpose of Rezoning: To Allow Best Use of the Property.

How will this proposal be compatible with surrounding properties? _____

The property adjacent to the south has Duplexes currently on the property and the border C-1N.

How will this proposal affect the use and value of the surrounding properties? No Effect

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

Single Family homes could be built on separate lots. This Rezoning would Allow for 3 Duplexes and match the existing use of the surrounding Area.

What would be the increase to population and traffic, if the proposal were approved? _____

There could be up to Four Families more than current zoning allows.

What would be the impact to schools and utilities, if the proposal were approved? _____

Possible Addition of Four Families.

How is the proposal consistent with the Anderson County Comprehensive Plan; particularly the Future Land Use Map? The Surrounding Property to the South

is C-1N and R-20 with Duplexes already in existence.

Are there existing or changing conditions which affect the development of the property and support the proposed request? NO

Additional Comments: _____

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

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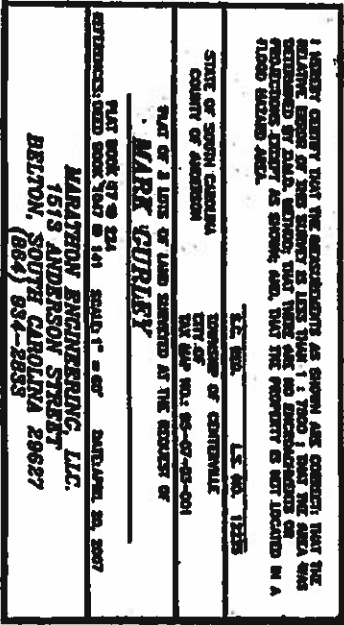
Application Received By: _____ Date Complete Application Received: _____

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: _____



EVERLYN FAIR F. WILLIAMS

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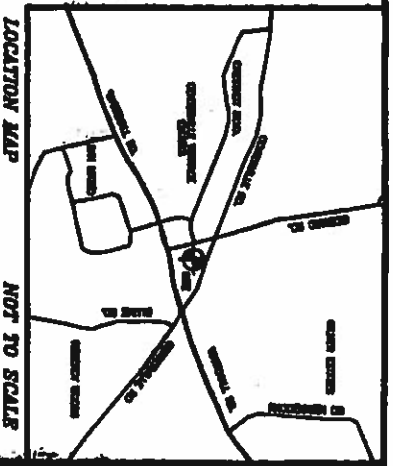
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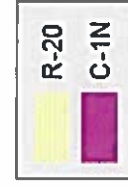
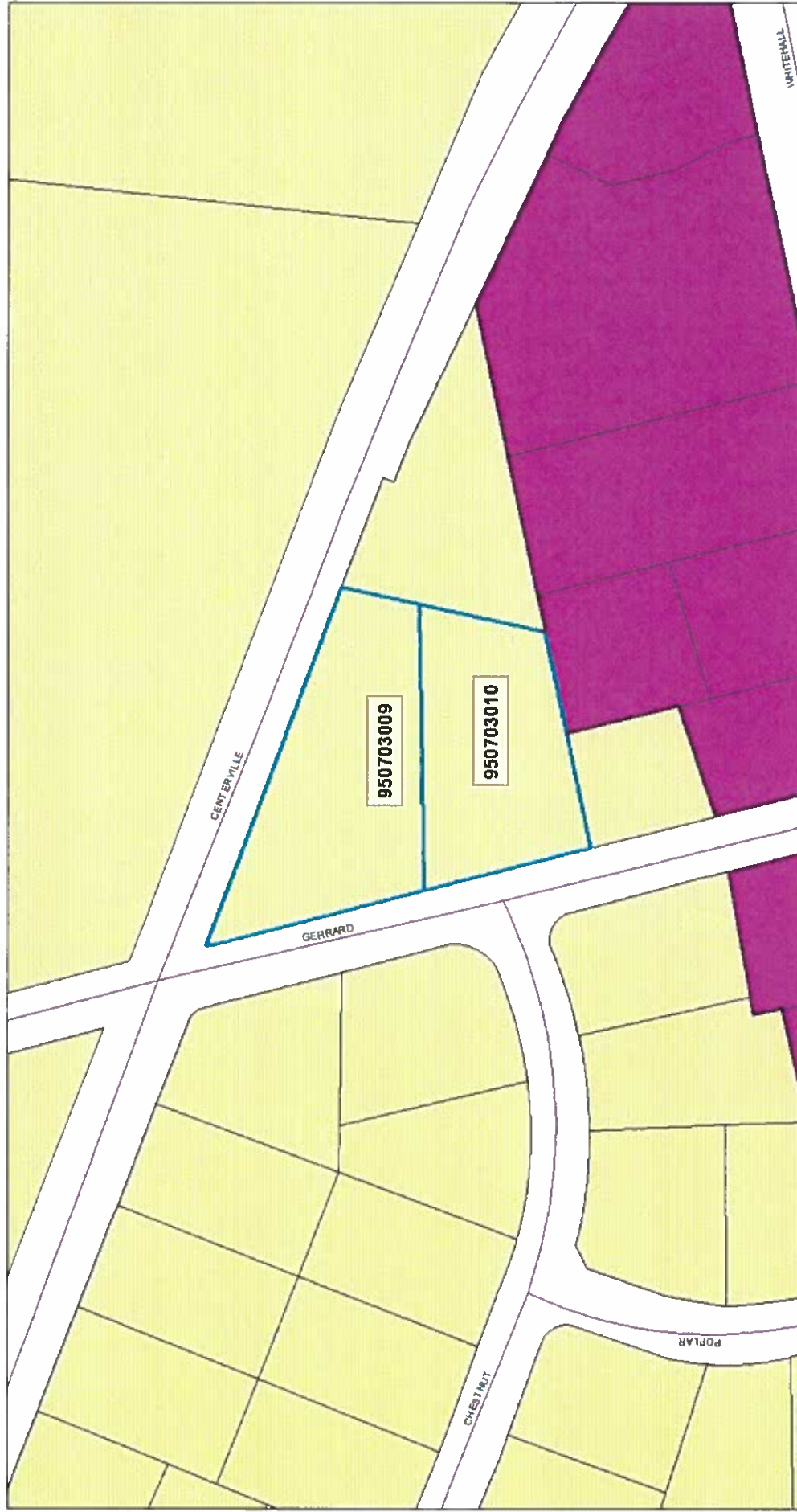
STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

TOWNSHIP OF CENTREVILLE
CITY OF
TXR MAP NO. 85-87-83-001

MART CURLEY

KARATHEON ENGINEERING, LLC.
1615 ANDERSON STREET
BELTON, SOUTH CAROLINA 29627
(864) 834-2833

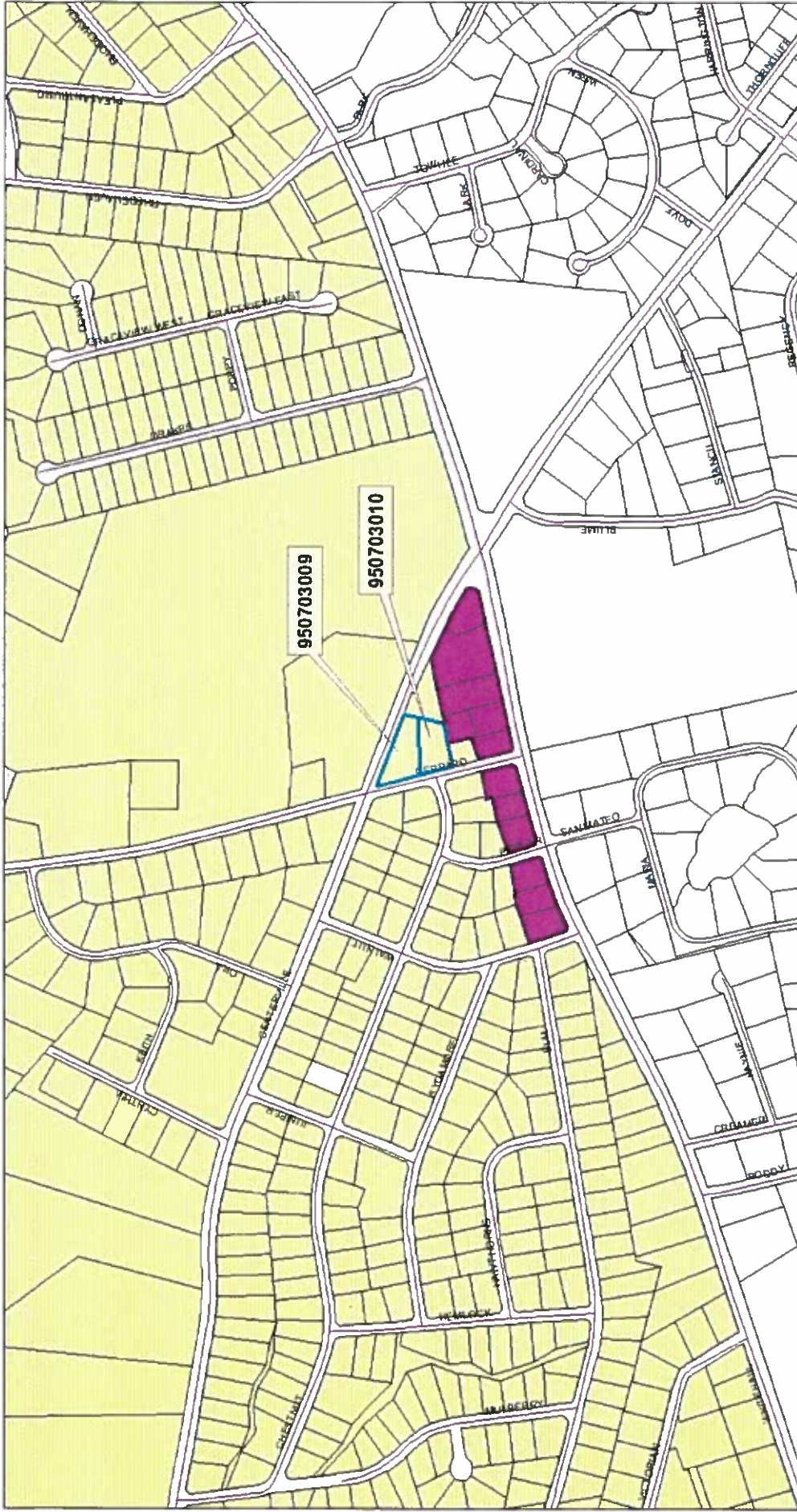




Gerrard and Centreville Road Rezoning Request, July 9, 2015

Anderson County Planning and Community Development Department





Gerrard and Centreville Road Rezoning Request, July 9, 2015

Anderson County Planning and Community Development Department



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Gerrard and Centreville Road Rezoning Request, July 9, 2015

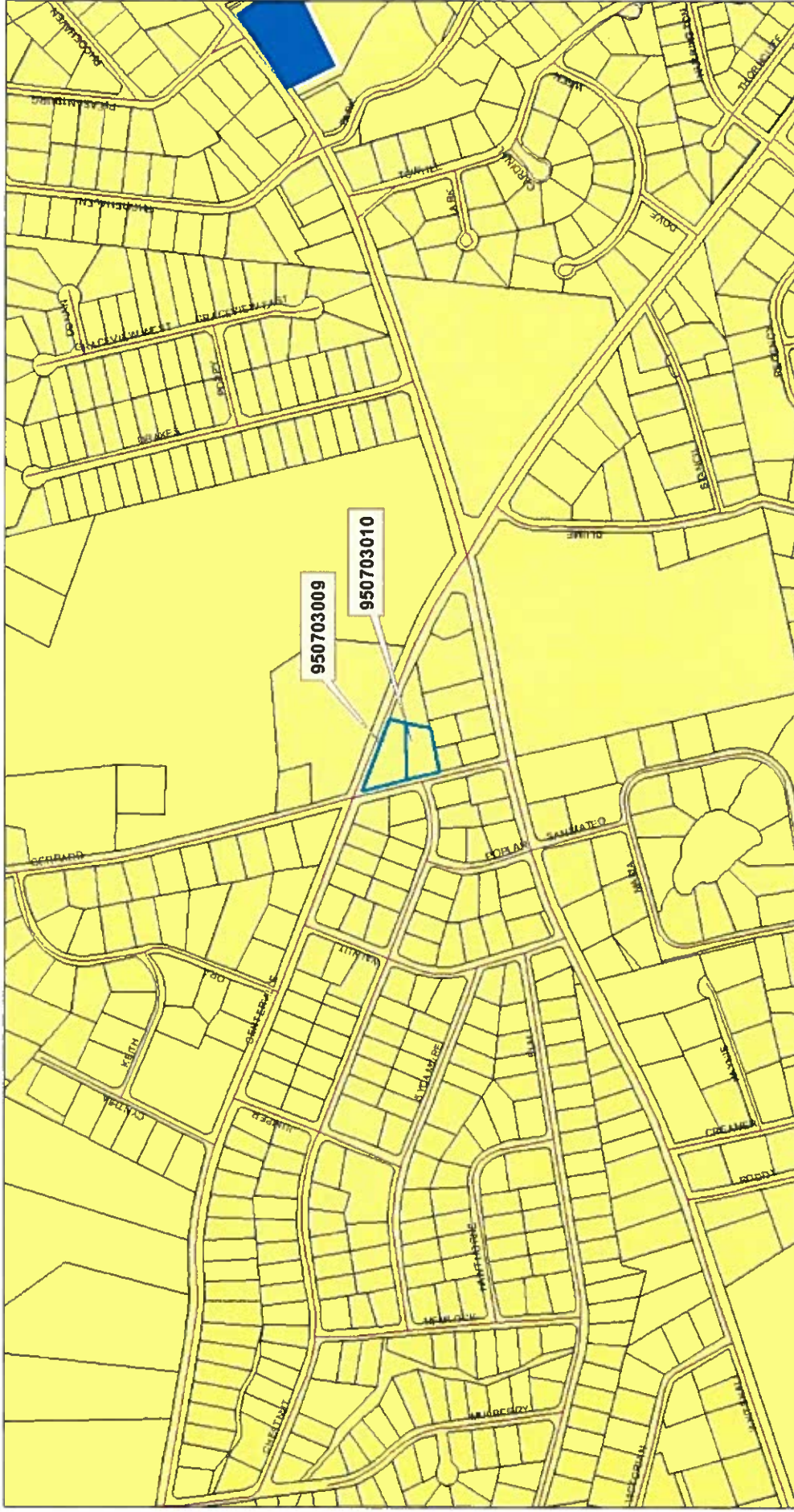
Anderson County Planning and Community Development Department



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Gerrard and Centreville Road Rezoning Request, July 9, 2015

Anderson County Planning and Community Development Department



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Gerrard and Centreville Road Rezoning Request, July 9, 2015

Anderson County Planning and Community Development Department









ORDINANCE NO. 2015-029

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 CH2M Hill, 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 November, 2015.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Kimberly Poulin
Clerk to Council

First Reading: October 6, 2015
Second Reading:
Third Reading:
Public Hearing:

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

LEGAL DESCRIPTION

CH2M HILL, INC.

All that piece, parcel or tract of land, lying and being located in the City of Greenville, Greenville County, State of South Carolina, being a portion of land as described in Deed Book 1198, page 991 and part Tax Parcel 02730001001007, and being more particularly described as follows:

Beginning at an iron pin located on the southeastern right-of-way of Verdae Boulevard (variable width right-of-way) and the eastern mitered right-of-way of Bonaventure Drive, said iron pin located approximately 1,530.5 feet east-northeast from the eastern right-of-way of Laurens Road and the northern right-of-way of Verdae Boulevard; thence along said right-of-way, N 78-44-30 E for 230.00 feet to an iron pin; thence N 11-15-30 W for 15.00 feet to an iron pin; thence N 78-44-30 E for 17.18 feet to an iron pin; thence leaving said right-of-way, S 39-57-04 E for 441.23 feet to an iron pin; thence S 38-01-26 W for 451.60 feet to an iron pin; thence N 51-58-34 W for 187.13 feet to an iron pin; thence along a curve concave to the northeast having a radius of 460.00 feet and a chord bearing and distance of N 30-52-24 W for 331.24 feet to an iron pin; thence N 09-47-19 W for 98.83 feet to an iron pin; thence along the mitered right-of-way of Bonaventure Drive, N 33-44-29 E for 161.22 feet to the Point of Beginning. Said tract contains 5.828 acres (253,884 sq. ft.), more or less.

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 October 6, 2015, October 20, 2015 and November 3, 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.

Kimberly Poulin, Clerk, Anderson County Council

Dated: _____, 2015

ORDINANCE NO. 2015-030

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 Capacity, 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: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

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

First Reading: October 6, 2015
Second Reading: _____, 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

Bausch & Lomb Incorporated (Project Capacity)

Property located at **8507 Pelham Road, Greenville, SC 29615** identified as **Greenville County Tax Map No. 0530050102103** and also described as follows:

All that certain piece, parcel or tract of land containing thirty (30) acres, more or less, situate, lying and being at the intersection of Pelham Road and Batesville Road in the County of Greenville, State of South Carolina, as shown on a Plat entitled "Survey for Bausch & Lomb, Inc." dated February 17, 1981 prepared by Carolina Surveying Co., and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 81 at Page 89. Reference to the foregoing survey is hereby craved for a more complete metes and bounds description of said property.

LESS AND EXCEPT that parcel of land conveyed as described in that certain deed recorded in the Office of the Register of Deeds for Greenville County in Deed Book 1600 at Page 907.

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

ORDINANCE 2015-031

AN ORDINANCE AUTHORIZING AN INFRASTRUCTURE FINANCING AGREEMENT ON BEHALF OF PROJECT LIBA (THE "COMPANY"); THE EXPANSION OF THE BOUNDARIES OF THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK JOINTLY DEVELOPED WITH GREENVILLE COUNTY, SOUTH CAROLINA TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATING TO THE FOREGOING.

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

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant a credit ("Infrastructure Credit") to a company located in a joint-county industrial and business park against the company's payments in lieu of tax as a reimbursement for qualifying expenditures made by the company for the cost of designing, acquiring, constructing, improving or expanding infrastructure serving the company's project or the County and for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County ("Infrastructure"); and

WHEREAS, pursuant to the authority provided in the Act, the County has previously

developed a Joint County Industrial and Business Park ("Park") with Greenville County, South Carolina ("Greenville") and executed an "Agreement for Development of Joint County Industrial Park," dated effective as of December 1, 2010, as amended ("2010 Park Agreement"); and

WHEREAS, pursuant to the 2010 Park Agreement and the Joint-County Industrial and Business Park Act, real and personal property having a *situs* in the Park is exempt from all *ad valorem* taxation, however, the owners or lessees of the real and personal property are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of property within the Park ("Fee Payment"); and

WHEREAS, Project Liba (the "Company"), organized and, duly authorized to do business in South Carolina, and, in fact, already doing business in the State, is considering acquiring by construction or purchase or lease/purchase certain land and buildings, and by construction or purchase certain furnishings, fixtures, apparatus, and equipment, for the development and expansion of an engineering and consulting facility in the County (the "Project"), which will result in a total investment of at least One Million Two Hundred Thousand Dollars (\$1,200,000) in the County, which would be subject to this Agreement, all within the meaning of the Act, and the creation of an expected forty-five (45), but not less than twenty-five (25) new, full-time jobs with an average hourly wage of \$22.23 at Project Liba in connection with the Project, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of Company's property tax year (which at this time is calendar year) during which the Project is first placed in service (at this time expected to be 2015) (which ending date at this time, is estimated to be the end of 2020 (the "Initial Investment Period")); and

WHEREAS, the County has determined that the Project, and recruitment of the Company's new Project to Anderson County, would be aided by the availability of the assistance which the County might render through (1) the inclusion and retention of the Project and the other real and personal property of the Company located at the Project site(s) in the County in the Park; (2) the granting by the County to the Company of certain Infrastructure Credits to partially reimburse the Company for economic development infrastructure serving the County; and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

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

pursuant to this Ordinance of the County Council, and on the terms and conditions set forth therein, and to expand the Park to include the Project property:

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

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

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

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

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

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

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

(f) The 2010 Park Agreement will require the Company to make fee-in-lieu of tax payments in the Park in accordance with the provisions of the Act, which payments may be used to provide Infrastructure Credits through the Infrastructure Financing Agreement; and

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

Section 3. There is hereby authorized an expansion of the Park boundaries to include the Project site(s) and Exhibit B to the 2010 Park Agreement (“Exhibit B”) is hereby and shall be amended and revised to include the property located in Anderson County described in the schedule attached to

this Ordinance (the "Property"). Pursuant to Section 3(B) of the 2010 Park Agreement, upon the adoption of this Ordinance by the County Council and a companion ordinance by the Greenville County Council, the 2010 Park Agreement shall be deemed amended to so include the Property in Exhibit B as so revised.

Section 4. To the extent of any disparity between the terms and provisions of this Ordinance and the Infrastructure Financing Agreement, the terms and provisions of the Infrastructure Financing Agreement shall control.

Section 5. (a) The Company shall and, in the Infrastructure Financing Agreement, does agree to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project during the term of the Infrastructure Financing Agreement, except those claims proximately caused by the intentional or grossly negligent conduct of the County or its employees and authorized agents, or those claims not based on or related to the Infrastructure Financing Agreement or this Ordinance, and the Company further shall indemnify and save the County harmless against and from all claims arising during the term of the Infrastructure Financing Agreement (regardless of when asserted) from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of their obligations under the Infrastructure Financing Agreement, (iii) any act of the Company or any of their agents, contractors, servants, employees or licensees related to the Project, (iv) any act any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company related to the Project, or (v) any environmental violation, condition or effect, related to the Project, except that proximately caused by the intentional or grossly negligent conduct of the County or its employees and authorized agents. The Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with counsel reasonably acceptable to the County. All such indemnification and save harmless provisions shall be, and are, set forth in the Infrastructure Financing Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder by reason of the performance of any act requested of it by the Company, or by reason of the County's approval of the Project or the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability, except that proximately caused by the intentional or grossly negligent conduct of the County or its employees and authorized agents, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding, with counsel reasonably acceptable to the County.

(c) These indemnification covenants, at a minimum, shall be considered included in and

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

Section 6. Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Infrastructure Financing Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within 30 days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

Section 7. Notwithstanding any other provisions, the County is executing the Infrastructure Financing Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to economic development projects in South Carolina.

Section 8. The Chairman of County Council and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and empowered to do any and all things necessary or proper to effect the execution and delivery of the Infrastructure Financing Agreement and the performance of all obligations of the County under and pursuant to the Infrastructure Financing Agreement.

Section 9. The Chairman of County Council and the Clerk to the County Council, and any other proper officer of the County, be and each of them is hereby authorized and empowered to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 10. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 11. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

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

ANDERSON COUNTY COUNCIL:

Tommy Dunn, Chairman

ATTEST:

Kim Poulin, Clerk
Anderson County Council
Anderson County, South Carolina

Approved as to form:

Leon C. Harmon, County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

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

Project Liba

[Add property description and tax map no.]

INFRASTRUCTURE FINANCING AGREEMENT

THIS INFRASTRUCTURE FINANCING AGREEMENT (the "Agreement"), dated as of _____ (the "Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and Project Liba, a limited liability company authorized to do business in South Carolina, (the "Company").

WITNESSETH:

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

WHEREAS, the Company has committed to acquire and expand by construction and purchase, certain commercial facilities in the County, to be used for an engineering and consulting business, including paying a portion of the cost of certain infrastructure of the County serving the expansion (the "Project"); and

WHEREAS, pursuant to the authority provided in Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the "Joint-County Industrial and Business Park Act"), the County has previously developed a Joint County Industrial and Business Park ("Park") with Greenville County, South Carolina ("Greenville") and executed an "Agreement for Development of Joint County Industrial Park," dated effective as of December 1, 2010, as amended ("2010 Park Agreement"); and

WHEREAS, pursuant to the 2010 Park Agreement and the Joint-County Industrial and Business Park Act, real and personal property having a *situs* in the Park is exempt from all *ad valorem* taxation, however, the owners or lessees of the real and personal property are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of property within the Park ("Fee Payment"); and

WHEREAS, pursuant to and as explained herein, the County has agreed to provide special source revenue credits to reimburse the Company for a portion of the Company's costs of eligible and qualifying Infrastructure (as defined herein) for the Project by means of providing a credit against the Net Fee Payments (as defined herein) paid by the Company on behalf of the

Project and adjacent parcels of real property owned by the Company in the Park as follows: 1) a credit of forty percent (40%) (to resemble a six percent (6%) assessment ratio FILOT) for the twenty (20) year period of the Park for any manufacturing components of the Project ("Manufacturing Credit"), 2) an additional fifty percent (50%) Special Source Revenue Credit ("SSRC") for the first ten (10) tax years (beginning with the tax year ending on December 31, 2015, for which tax payment will be due not later than January 15, 2017) for all property in the Park; and

WHEREAS, by Ordinance No. _____, duly enacted by the County Council on _____, 2015, following a public hearing conducted on _____, 2015, in compliance with the terms of the Act (as defined herein), the County Council of the County has duly authorized execution and delivery of this Agreement.

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

ARTICLE I

DEFINITIONS

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

"Act" shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

"Agreement" shall mean this Infrastructure Financing Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended.

"Company" shall mean, collectively, Project Liba, a limited liability companies duly authorized to do business in South Carolina, and their successors and assigns.

"Cost" or "Cost of the Infrastructure" shall mean, to the extent permitted by the Act, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for real property, labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the costs of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which costs are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or

reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs of any kind which may be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

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

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

“Fee Payments” shall mean payments-in-lieu of taxes made by the Company with respect to the Project and adjacent parcels of real property owned by the Company by virtue of their location in the Park, as such parcels are described in the Park Agreement.

“Full-Time Job” shall mean a job, with employee benefits, requiring a minimum of thirty-five (35) hours of an employee’s time per week in the entire normal year of the Company’s operation.

“Infrastructure” shall mean, with respect to the Project, (i) land purchase and grading, (ii) the buildings, roads, water and sewer facilities and other utilities serving the Project (to the extent not paid for with state, local or federal grants), (iii) all land, improvements, and fixtures attached to and so related to any of the property described in the foregoing clauses as to be considered an integral part of such property, and (iv) personal property of the Company used in the Company’s business at the Project (“M&E”), all to the extent qualified as infrastructure under the Act.

“Infrastructure Credit” or “Credit” shall mean both the Manufacturing credit and/or the Special Source Revenue Credit in the amount set forth in Section 3.02 hereof calculated and applied against the Company’s Net Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“Investment Period” shall mean both the infrastructure credit and/or the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of Project Liba’s property tax year during which Project property is initially placed in service (currently expected to be 2015).

“Multi-County Fee” shall mean the fee payable by the County to Greenville County, South Carolina, pursuant to the 2010 Park Agreement.

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

“Ordinance” shall mean Ordinance No. _____ enacted by the County Council of the County on _____, 2015, authorizing the execution and delivery of this Agreement.

“2010 Park Agreement” shall mean the “Agreement for Development of Joint County Industrial Park,” dated effective as of December 1, 2010, as amended.

“Park” shall mean the Joint County Industrial and Business Park established by the County and Greenville County, pursuant to the terms of the 2010 Park Agreement.

“Project” shall mean the Company’s acquisition by construction or purchase of certain land, buildings, equipment, furnishings, structures, fixtures, appurtenances and other materials for any lawful commercial operations in the Park within the County, initially as an engineering and consulting firm, only to the extent that such property be placed in service before or during the Investment Period.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree or order, or any provision of the South

Carolina Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) There is not, to the knowledge of the undersigned representatives of the County, any action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby, or wherein an unfavorable decision, ruling or finding would adversely affect the enforceability, of this Agreement or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

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

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on their part herein contained:

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

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

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

(d) The provision of Infrastructure Credits to the Company to reimburse the Company for a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina, and to retain and create jobs at the Project.

(e) There is not, to the Company's knowledge, any action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, which is pending or threatened challenging the creation, organization or existence of the Company or their governing body or the power of the Company to enter into the transactions contemplated hereby, or wherein an unfavorable decision, ruling or finding would adversely affect the enforceability, of this Agreement or any other agreement or instrument to which either Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefor.

SECTION 2.03. Covenants of the County.

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

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State, the County or any other political subdivision of the State.

SECTION 2.04. Covenants of the Company.

(a) The Company will invest at least One Million Two Hundred Thousand Dollars (\$1,200,000) in the overall Project ("Capital Investment Commitment"), and will create at least twenty-five (25) new, Full-Time Jobs with an average hourly wage of \$22.23 in the County ("Jobs Creation Commitment"), during the Investment Period.

(b) The Company shall hold harmless Indemnified Parties (as defined herein) against and from all claims by or on behalf of any person, firm or company arising from the conduct or management of, or from any work or thing done on the Project, during the term of the Agreement, except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties, and those unrelated to the Project and this Agreement. The Company shall further indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of the Agreement (regardless of when asserted) from (i) any

condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of their obligations under the Agreement, (iii) any act of the Company or any of their agents, contractors, servants, employees or licensees, involving the Project, (iv) any act of any assignee or sublessee of the Company or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company involving the Project, or (v) any environmental violation, condition, or effect on, upon or caused by the Project except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties. The Company, as to the Project, shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties and upon notice from an Indemnified Party, the Company, respectively, shall defend it in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the County.

Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company, as to the Project, shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or company, 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, and upon notice, the Company, as to the Project, shall defend them in any such action or proceeding with legal counsel reasonably acceptable to the County.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after closing which the County and Company are requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

(c) The Company shall pay the reasonable and necessary expenses, including the ordinary and reasonable attorneys' fees, incurred by the County with respect to the Project and this Agreement; provided, however, that no such expense shall be considered owed by the Company unless and until the County furnishes to the Company a statement or invoice in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expenses or stating the basis on which the expense has been or will be computed.

(d) The Company will provide sufficient information to the County legal and economic development staff, including, without limitation, copies of property tax filings made by the Company to the S.C. Department of Revenue with regard to the Project and the Company's other property in the Park, in order to allow County staff to verify the Company's investment, jobs creation, and credits received hereunder, annually. Further, the Company will reasonably cooperate with County in performing such verification. In return, whenever such filings or cooperation involve the use of confidential, proprietary, or business secret information

which can be lawfully exempted from public disclosure, and the Company identifies such information to the County, the County will reasonably cooperate with the Company to restrict disclosure of such filings or information to just that which is legally required to be disclosed.

ARTICLE III

INFRASTRUCTURE CREDIT

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

SECTION 3.02. Special Source Revenue Credits; Manufacturing Credits.

(a) Commencing with the first Fee Payment by the Company due with respect to the property tax year following the calendar year in which Project property is initially placed in service, (expected to be 2015), 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 a Special Source Revenue Credit ("SSRC") of fifty percent (50%) of the Net Fee Payments made by or on behalf of the Company on behalf of the entire Project and adjacent parcels of real property presently owned by the Company in the Park pursuant to the Park Agreement, which is subject to 6% assessment ratio and 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, subject to the following limitations and requirements: (1) as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the SSRC received by the Company, (2) the Company shall not claim total or partial abatement of *ad valorem* property taxes as to any property for which an SSRC is given, and (3) once the Company has realized and received the SSRC for a total of ten (10) consecutive annual fee payments the SSRC provided hereunder shall end. Further, commencing with such first Fee Payment, the County will provide an additional (in addition to the SSRC, not in lieu of the SSRC) Infrastructure Credit for any manufacturing components of the Project ("Manufacturing Credit") of forty percent (40%) of the Net Fee Payments made by the Company for such manufacturing components (to resemble a six percent (6%) assessment ratio FILOT) for the full twenty (20) year period of the Park. THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN 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.

(b) Notwithstanding anything herein to the contrary, if the Company does not meet both the Capital Investment Commitment and the Jobs Creation Commitment by the end of the Investment Period, then the SSRC provided hereby shall terminate, prospectively, from that point forward and no further SSRC will be owed or taken, hereunder.

(c) 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 Net Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Net Fee Payments.

(d) As set forth in Section 4-29-68(A)(2)(ii) of the Code, to the extent that the SSRC is used as payment for personal property comprising a portion of the Infrastructure, including machinery and equipment, and the personal property is removed from the project at any time during the ten (10) year term of the SSRC, the amount of the fee in lieu of taxes due on such personal property for the year in which the personal property was removed from the Project also shall be due for two years immediately following the removal. If personal property comprising a portion of the Infrastructure is removed from the Project but is replaced with qualifying replacement property, then the Infrastructure personal property will not be considered to have been removed from the property.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

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

SECTION 4.02. Transfer of Project. The Company may transfer this Agreement, or property to which this Agreement relates, if it obtains the prior approval, or subsequent ratification, of the County, which approval or ratification will not unreasonably be withheld. The County's prior approval or subsequent ratification may be evidenced by any one of the following, in the absolute and sole discretion of the County providing the approval or ratification: (i) a resolution passed by the County Council; or (ii) an ordinance passed by the County Council following three readings and a public hearing. That approval is not required in connection with financing-related transfers.

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

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County or Company, respectively, to be performed, which failure shall continue for a period of thirty (30) days after written notice by the other specifying the failure and requesting that it be remedied is given to the County or Company, respectively by first-class mail, the County or Company, respectively shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Legal Proceedings by Company or County. Upon the happening and continuance of an Event of Default, then and in every such case the Company or County in its discretion may:

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

(b) bring suit upon this Agreement;

(c) exercise any or all rights and remedies in effect in the State of South Carolina, or any applicable law, as well as all other rights and remedies possessed by the Company or County; or

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

SECTION 5.03 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in

addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article VI to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County or Company, shall, to the extent permitted by law, bind and inure to the benefit of the successors of each from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County or Company shall be transferred.

SECTION 6.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credit shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Infrastructure Credit is held to be illegal or invalid, to the extent permitted by law and at the option and expense of the Company, the County agrees to use commercially reasonable efforts to issue a special source revenue bond in place of the Infrastructure Credit provided for herein, such special source revenue bond to provide for the same economic benefit to the Company which would otherwise be enjoyed by the Company for the duration of the Infrastructure Credit.

SECTION 6.04 No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body, or of the Company or any of their officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Agreement or the Infrastructure Credit or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.05 Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

As to the County:

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

With copy to (which shall not constitute notice):

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

As to the Company:

Project Liba

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

SECTION 6.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 6.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.10. Conflict Between Transactional Documents. To the extent of any conflict between this Agreement and the Ordinance dated as of _____, 2015, this Agreement shall control.

[EXECUTION PAGE FOLLOWS]

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

ANDERSON COUNTY, SOUTH CAROLINA

By:

Tommy Dunn, Chairman
Anderson County Council
Anderson County, South Carolina

(SEAL)

ATTEST:

Kim Poulin, Clerk to County Council
of Anderson County, South Carolina

PROJECT LIBA

By: _____

Its: _____

ANDERSON COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2015-033

AN ORDINANCE AUTHORIZING EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCING AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND "PROJECT LAB", GRANTING CERTAIN INFRASTRUCTURE CREDITS TO PROJECT LAB; THE EXPANSION OF THE BOUNDARIES OF THE JOINT COUNTY INDUSTRIAL PARK JOINTLY DEVELOPED WITH GREENVILLE COUNTY, SOUTH CAROLINA TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATING TO THE FOREGOING.

Enacted: _____, 2015

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (the "Code"), to: (i) provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments-in-lieu of taxes for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project, and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, which property is determined by the County to enhance the economic development of the County (collectively, the "Infrastructure") pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, and Sections 4-1-170, 4-1-175 and 4-29-68 of the Code (collectively, the "Act"); (ii) to assist investors in acquiring, enlarging, improving, and expanding certain types of industrial and commercial projects; and (iii) to enter into agreements with other counties within the State of South Carolina for the purpose of creating joint county industrial and business parks, pursuant to which certain tax credits are made available to investors locating, improving, or expanding projects within such parks; through all of which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and certain other business enterprises to locate in and remain in the State of South Carolina, and thus utilize and employ the manpower and resources of the State of South Carolina; and

WHEREAS, a South Carolina corporation known to the County as "Project Lab" (the "Company"), is considering acquiring, expanding or improving by construction or purchase certain buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the development and operation of a manufacturing facility in the County (the "Project"), which the Company anticipates will result in the investment of not less than Two Million, Five Hundred Thousand Dollars (\$2,500,000) and the creation of approximately twenty-two (22) (and a minimum of thirteen (13)) new full-time jobs, with benefits, in the County during the period beginning with the first day that real or personal property comprising the all or part of the Project is purchased or acquired and ending five (5) years after the last day of the property tax year during which property comprising all or part of the Project is first placed in service; and

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed a Joint County Industrial and Business Park ("Park") with Greenville County, South Carolina ("Greenville") and executed an "Agreement for Development of Joint County Industrial Park," dated effective as of December 1, 2010, as amended ("Park Agreement"); and

WHEREAS, pursuant to the Park Agreement and the Joint-County Industrial and Act, real and personal property having a *situs* in the Park is exempt from all *ad valorem* taxation, however, the owners or lessees of the real and personal property are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of property within the Park ("Fee Payment"); and

WHEREAS, as an inducement for the Company to locate and maintain the Project in the County, thereby promoting industry, developing trade and utilizing and employing the manpower and natural resources of the State of South Carolina, the County heretofore adopted Resolution 2014-065 (the "Resolution") wherein the County Council agreed, subject to certain limitations set forth therein, to enter into a fee in lieu of tax agreement (a "FILOT") with the Company under Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the Company has requested that in lieu of the FILOT approved by the Resolution, the County provide certain special source revenue credits to the Company to reimburse the Company for a portion of the cost of the Infrastructure for the Project in accordance with and subject to the Act and an infrastructure financing agreement (the "Infrastructure Financing Agreement") to be entered into by and between the County and the Company; and

WHEREAS, it appears that the draft Infrastructure Financing Agreement attached as Exhibit A hereto is in appropriate form and is an appropriate document to be executed and delivered by the County for the purposes intended, and that such Infrastructure Financing Agreement and special source revenue credits provided for therein are to be limited obligations of the County, and shall never constitute an indebtedness of the County within the meaning of any provision of the South Carolina Constitution (other than the provisions of Article X, Section 14(10) thereof) or statutory limitation, and shall not constitute or give rise to a pecuniary liability of the County or a charge against the County's full faith, credit and taxing power;

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

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

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

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

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

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

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

(f) The Park Agreement will require the Company to make fee-in-lieu of tax payments in the Park in accordance with the provisions of the Act, which payments may be used to provide Infrastructure Credits through the Infrastructure Financing Agreement; and

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

Section 3. There is hereby authorized an expansion of the Park boundaries to include the Project site(s) and Exhibit B to the Park Agreement is hereby and shall be amended and revised to include the property located in Anderson County described in the schedule attached to this Ordinance (the “Property”). Pursuant to Section 3(B) the Park Agreement, upon the adoption of this Ordinance by the County Council and a companion ordinance by the Greenville

County Council, the Park Agreement shall be deemed amended to so include the Property in Exhibit B as so revised.

Section 4. To the extent of any disparity between the terms and provisions of this Ordinance and the Infrastructure Financing Agreement, the terms and provisions of the Infrastructure Financing Agreement shall control.

Section 5. (a) The Company shall and, in the Infrastructure Financing Agreement, does agree to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project during the term of the Infrastructure Financing Agreement, except those claims proximately caused by the intentional or grossly negligent conduct of the County or its employees and authorized agents, or those claims not based on or related to the Infrastructure Financing Agreement or this Ordinance, and the Company further shall indemnify and save the County harmless against and from all claims arising during the term of the Infrastructure Financing Agreement (regardless of when asserted) from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of their obligations under the Infrastructure Financing Agreement, (iii) any act of the Company or any of their agents, contractors, servants, employees or licensees related to the Project, (iv) any act any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company related to the Project, or (v) any environmental violation, condition or effect, related to the Project, except that proximately caused by the intentional or grossly negligent conduct of the County or its employees and authorized agents. The Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with counsel reasonably acceptable to the County. All such indemnification and save harmless provisions shall be, and are, set forth in the Infrastructure Financing Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder by reason of the performance of any act requested of it by the Company, or by reason of the County's approval of the Project or the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability, except that proximately caused by the intentional or grossly negligent conduct of the County or its employees and authorized agents, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding, with counsel reasonably acceptable to the County.

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

Section 6. Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Infrastructure Financing Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within 30 days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

Section 7. Notwithstanding any other provisions, the County is executing the Infrastructure Financing Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to economic development projects in South Carolina.

Section 8. The Chairman of County Council and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or proper to effect the execution and delivery of the Infrastructure Financing Agreement, and the performance of all obligations of the County under and pursuant to the Infrastructure Financing Agreement.

Section 9. The Chairman of County Council and the Clerk to the County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 10. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 11. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

[END OF ORDINANCE, EXECUTION PAGE TO FOLLOW]

ENACTED this __ day of _____, 2015 by County Council of Anderson County,
South Carolina in a meeting duly assembled.

ANDERSON COUNTY, SOUTH
CAROLINA

ATTEST:

Tommy Dunn, Chairman
Anderson County Council

Kimberly Poulin, Clerk to Council
Anderson County, South Carolina

Approved as to form:

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

First Reading: , 2015
Second Reading: , 2015
Public Hearing: , 2015
Third Reading: , 2015

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

[*Company Name to be inserted (Project Lab)*]

[Add property description and tax map no.]

INFRASTRUCTURE FINANCING AGREEMENT

THIS INFRASTRUCTURE FINANCING AGREEMENT (the "Agreement"), dated as of _____, 2015 (the "Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and political subdivision of the State of South Carolina (the "County"), and PROJECT LAB, a South Carolina corporation (the "Company").

WITNESSETH:

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

WHEREAS, the Company has committed to acquiring, expanding or improving by construction or purchase certain buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the development and operation of a manufacturing facility in the County (the "Project"), which will result in an anticipated investment of not less than Two Million, Five Hundred Thousand and 00/100 Dollars (\$2,500,000) and the creation of approximately Twenty-Two (22) (and a minimum of thirteen (13)) Full-Time Jobs (as defined below) in the County during the Investment Period (as defined below); and

WHEREAS, pursuant to the authority provided in Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the "Joint-County Industrial and Business Park Act"), the County has previously developed a Joint County Industrial and Business Park ("Park") with Greenville County, South Carolina ("Greenville") and executed an "Agreement for Development of Joint County Industrial Park," dated effective as of December 1, 2010, as amended ("Park Agreement"); and

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

WHEREAS, as an inducement to the Company to locate the Project in the County, the County wishes to provide certain special source revenue credits against certain payments-in-lieu

of taxes required to be paid to the County by the Company with respect to the Project, all as more specifically described in this Agreement; and

WHEREAS, by Ordinance No. 2015-____, duly enacted by the County Council on _____, 2015, following a public hearing conducted on _____, 2015, in compliance with the terms of the Act, the County Council of the County has duly authorized execution and delivery of this Agreement;

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

ARTICLE I

DEFINITIONS

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

"Abatement" shall mean, collectively and singularly, any applicable exemption from *ad valorem* taxation provided for under Section 3(g) of Article X of the South Carolina Constitution or Sections 12-37-220 of the Code, including, without limitation, Sections 12-37-220(A)(7) and 12-37-220(C) of the Code.

"Act" shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

"Administration Expenses" shall mean the reasonable and necessary expenses including reasonable attorneys' fees, incurred by the County in connection with the Project and this Agreement and any ordinances, resolutions or other documents related thereto; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing indicating the reason such expense has been incurred and the amount of such expense.

"Agreement" shall mean this Infrastructure Financing Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended.

"Company" shall mean PROJECT LAB, a South Carolina corporation, and its successors and assigns permitted herein.

"Cost" or *"Cost of the Infrastructure"* means the cost of infrastructure incurred by the Company as referred to in Section 4-29-68 of the Code, including, but not limited to, the cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred

prior to or after the date of this Agreement and including, without limitation, to the extent permitted by the Act, (i) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (ii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (iii) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (iv) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (v) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

"County Council" shall mean the County Council of the County.

"Event of Default" shall mean, with reference to this Agreement, an occurrence described in Section 5.01 hereof.

"Fee Payments" shall mean payments-in-lieu of taxes made or to be made by the Company with respect to the Project pursuant to the Park Agreement.

"Full-Time Job" shall mean a job, with employee benefits, requiring a minimum of thirty-five (35) hours of an employee's time per week for the entire normal year of the Company's operation. For the purposes of this Agreement, two Half-Time Jobs shall constitute one Full-Time Job.

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

"Infrastructure" shall have the meaning attributable to such term under Section 4-29-68 of the Code, and shall specifically include, without limitation, to the extent permitted by the Act, the following: (i) infrastructure serving the County or the Project, including, but not limited to, buildings, roads, water and sewer facilities and other utilities; (ii) improved or unimproved real property, and all fixtures attached thereto, used in the operation of the Project; and (iii) personal property, including machinery and equipment, used in the operation of the Project.

"Infrastructure Credits" or *"Credits"* shall mean the special source revenue credits in the amount set forth in Section 3.02 hereof against the Company's Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

"Investment Period" shall mean the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of the property tax year during which property comprising all or part of the Project is first placed in service; provided, however, that the Investment Period shall commence no earlier than January 1, 2014.

"Land" shall mean and refer to the real property in the County more specifically described on Exhibit A hereto, as the same may be modified or amended from time to time. The Project shall be located upon the Land.

"Minimum Investment" shall mean an investment by the Company of at least Two Million, Five Hundred Thousand Dollars (\$2,500,000) in the Project.

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

"Net Fee Payments" shall mean the Fee Payments to be received and retained by the County after payment of the Multi-County Fee.

"Ordinance" shall mean Ordinance No. 2015-____ enacted by the County Council of the County on _____, 2015, authorizing the execution and delivery of this Agreement.

"Park" shall mean the joint county industrial and business park established by the County and Greenville County pursuant to the terms of the Park Agreement.

"Park Agreement" shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010) entered into by and between the County and Greenville County, South Carolina, dated as of December 1, 2010, as from time to time amended.

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

"Project" shall mean the Company's acquisition, expansion or improvement by construction or purchase of certain buildings, equipment, furnishings, structures, fixtures, appurtenances, and other materials for its operations within the County, which are placed in service during the Investment Period.

"Reduced Fee Payments" shall mean, for each tax year, the Fee Payments for such tax year, less the amount by which the Fee Payments for such tax year are to be reduced by the Infrastructure Credits described in Section 3.02(a) below.

"State" shall mean the State of South Carolina.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

(e) To the best knowledge of the undersigned representatives of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

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

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

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

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

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

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

(e) The financing of a portion of the Cost of the Infrastructure by the County through the provision of the Infrastructure Credits as provided herein has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

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

SECTION 2.03. Covenants of the County.

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

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments, in form and substance reasonably acceptable to the County, and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State or any other political subdivision of the State.

(c) To the extent the Land has not been added to the Park as of the date hereof, the County shall use its best efforts and endeavor to work with Greenville County to have such Land added to the Park by amending the Park Agreement to include the Land, or in the alternative, to endeavor to work with one or more contiguous counties to have the Land added to another joint county industrial and business park created by the County and a contiguous county pursuant to the Act. The County shall use its best efforts to keep the Land as part of the Park or such other joint county industrial and business park throughout the term of this Agreement.

SECTION 2.04 Covenants of the Company.

(a) The Company shall and agrees to invest not less than Two Million, Five Hundred Thousand Dollars (\$2,500,000) in the Project, and create not less than thirteen (13) Full-Time Jobs in the County, during the Investment Period.

(b) The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than forty-five (45) days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same. Notwithstanding the foregoing and absent extraordinary circumstances, the Company's obligation to reimburse the County for attorneys' fees incurred in the initial negotiation, drafting, review and implementation of this Agreement and any ordinances, resolutions, or other documents related hereto shall not exceed Five Thousand Dollars (\$5,000).

(c) The Company will provide sufficient information to the County legal and economic development staff, including, without limitation, copies of property tax filings made by the Company to the S.C. Department of Revenue with regard to the Project and the Company's other property in the Park, in order to allow County staff to verify the Company's investment, jobs creation, and credits received hereunder, annually. Further, the Company will reasonably cooperate with County in performing such verification. In return, whenever such filings or cooperation involve the use of confidential, proprietary, or business secret information which can be lawfully exempted from public disclosure, and the Company identify such information to the County, the County will reasonably cooperate with the Company to restrict disclosure of such filings or information to just that which is legally required to be disclosed.

SECTION 2.05 Indemnification. The Company releases 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 Indemnified Parties shall not be liable for, and agrees to hold Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person or other any liability whatsoever, including without limitation, liability under any regulatory or environmental laws, that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project, or the use thereof except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. The Company further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities and expenses, including, but not limited to, attorneys' fees and claims arising from such events or occurrences and arising from the performance of an Indemnified Party of any obligations of the County under this Agreement or any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any grossly negligent or intentional act or negligence of, or failure to act by, the Company, or any of its agents, contractors, servants, employees, lessees or licensees, and from and against all cost, liability, and expenses, including, but not limited to, attorneys' fees incurred in or in connection with any such claim, liability, or action or proceeding brought thereon.

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 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 County Council 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 or 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, 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 shall indemnify 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, including, but not limited to, attorneys' fees incurred in connection with any such claim or in connection with any action or proceeding brought thereon. If any action, suit, or proceeding is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Company and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company 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 has the ability to, and does, 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 reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its

sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section 2.05 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination. These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after closing which the County and Company are requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Cost of Infrastructure. The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credits received by the Company.

SECTION 3.02. Infrastructure Credits. The County agrees to provide Infrastructure Credits for the purpose of reimbursing the Company for a portion of the Costs of Infrastructure as described below:

(a) Subject to the limitations set forth herein and in the Act, and particularly Section 4-29-68 of the Code, the County hereby authorizes and grants to the Company Infrastructure Credits in an annual amount sufficient to reduce the Fee Payment to be paid by the Company for each property tax year with respect to that portion of the Project that is subject (when calculating such Fee Payment) to an assessment ratio of 10.5% (except as otherwise provided below), for the first thirty (30) property tax years that such Fee Payment is required to be made by the Company so that each resulting Fee Payment during such period with respect to such property is 40% less than the amount such payment would otherwise be if calculated without taking into account any Abatement, commencing with the first Fee Payment by the Company due with respect to any portion of the Project and continuing for twenty-nine (29) consecutive annual Fee Payments thereafter (for a total of thirty (30) annual Fee Payments). Notwithstanding the foregoing, the amount of the Infrastructure Credits described under this subsection (a) shall be reduced in any given year by the amount, if any, of any Abatement to be received by the Company with respect to any portion of the Project that qualifies to receive the benefit of the Infrastructure Credits described under this subsection (a).

The County and the Company acknowledge and agree that it is the express intent of the parties that, to the extent that the Project or any portion thereof is assessed at an assessment ratio of at least 10.5%, the portion of the Fee Payments attributable to the Project or such applicable portion thereof be eligible to receive the full benefit and application of the Infrastructure Credits described in this subsection (a). However, to the extent that the Project or any portion thereof is

now or hereafter assessed at an assessment ratio of 6% or less, the Infrastructure Credits described under this subsection (a) shall not be applied against the Fee Payments attributable to the Project or such portion of the Project, as applicable. Further, to the extent that the Project or any portion thereof 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 by statute or otherwise, then the amount of the Infrastructure Credit described under this subsection (a) applicable to the portion of the Fee Payments attributable to the Project or such applicable 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 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 Infrastructure Credit described under this subsection (a) applicable to the Fee Payments, or portion thereof, due for the property tax year or years for which such reduction is effective shall be reduced from 40% to 18% (the equivalent of a 55% reduction of the Infrastructure Credit).

(b) The Infrastructure Credits granted under this Section 3.02 shall only reduce the Fee Payments to be made with respect to property comprising part of the Project which is placed in service during the Investment Period.

(c) In the event the Company fails to invest at least Two Million, Five Hundred Thousand Dollars (\$2,500,000) in the Project, or to create at least thirteen (13) Full-Time Jobs in the County, all during the Investment Period, the County shall no longer have any obligation to provide the Infrastructure Credits thereafter, and the Company shall pay to the County the full amount of any Infrastructure Credits previously paid or credited to the Company under this Agreement, together with interest at the statutory rate for non-payment of *ad valorem* taxes within sixty (60) days of such failure, and the County shall no longer have any obligation to provide the Infrastructure Credits thereafter. If in any year after the end of the Investment Period the Company's investment in the Project based on an income tax basis without regard to depreciation falls below the Minimum Investment, the County shall have no obligation to provide the Infrastructure Credits to the Company with respect to such year.

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

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

(f) Within thirty (30) days following the end of the Investment Period, the Company will provide to the County, a written certification to the County, in form and substance reasonably agreeable to the County and the Company, reflecting the number of Full-Time Jobs created by the Company during the Investment Period.

(g) As set forth in Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Infrastructure Credits are used as payment for personal property comprising a portion of the Infrastructure, including machinery and equipment, and the personal property is removed from the project at any time during the term of this Agreement, the amount of the fee in lieu of taxes due on such personal property for the year in which the personal property was removed from the Project also shall be due for two years immediately following the removal. If personal property comprising a portion of the Infrastructure is removed from the Project but is replaced with qualifying replacement property, then the Infrastructure personal property will not be considered to have been removed from the property.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

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

SECTION 4.02. Transfer of Project. The Company may transfer this Agreement, or property to which this Agreement relates, if it obtains the prior approval, or subsequent ratification, of the County. The County's prior approval or subsequent ratification may be evidenced by any one of the following, in the absolute and sole discretion of the County providing the approval or ratification: (i) a resolution passed by the County Council; or (ii) an ordinance passed by the County Council following three readings and a public hearing. That approval is not required in connection with financing-related transfers.

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

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement, which failure shall continue for a period of thirty (30) days after written notice by the non-breaching party specifying the failure and requesting that it be remedied is given via first-class mail, the County or Company (as the case may be) shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Legal Proceedings by Company or County. Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the breaching party to carry out any agreements with or for its benefit and to perform the breaching party's duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any and all rights and remedies provided by the applicable laws of the State; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article V to the Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 6.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Infrastructure Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Infrastructure Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same economic benefit to the Company which would otherwise be enjoyed by the Company for the duration of the Infrastructure Credits provided, further, the Company shall be the purchaser of any such special source revenue bond.

SECTION 6.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body, or of the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Agreement or the Infrastructure Credits or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

as to the County:

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

with a copy to:

Leon C. Harmon, Esq.
Nexsen Pruet, LLC
55 Camperdown Way, Suite 400
Greenville, South Carolina 29601

as to the Company:

[TO BE INSERTED]

with a copy to:

McNair Law Firm, P.A.
Attn.: Brandon T. Norris, Esq.
104 South Main Street, Suite 700
Greenville, South Carolina 29601

The County and the Company may, by notice given as provided by this Section 6.05, designate any further or different address to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 6.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.10. Termination; Defaulted Payments. This Agreement shall terminate on the date upon which all Infrastructure Credits due to the Company hereunder have been so credited; provided, however, in the event the County or the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue

as an obligation of the County or the Company, respectively, until the amount in default shall have been fully paid.

[EXECUTION PAGES FOLLOW]

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

ANDERSON COUNTY, SOUTH CAROLINA

By:

Tommy Dunn, Chairman
Anderson County Council
Anderson County, South Carolina

(SEAL)

ATTEST:

Kimberly Poulin, Clerk to County Council
Anderson County, South Carolina

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer as of the day and year first written above.

PROJECT LAB

By: _____

Its:

Exhibit A

Land

All that certain piece, parcel or tract of land having, as of the date of this Agreement,
Anderson County TMS No. _____.

RESOLUTION NO. R2015-042**A RESOLUTION EXPRESSING COUNTY COUNCIL'S POSITION TO
JUDICIAL ABANDONMENT OF THE END SECTION OF FAYE DRIVE
DESIGNATED AS C-15-0114B; AND OTHER MATTERS RELATED THERETO**

WHEREAS, the end section of Faye Drive designated C-15-0114B (the "Road") is currently a dirt Anderson County (the "County") public road;

WHEREAS, the Road in question is shown on the map prepared by Anderson County Roads and Bridges Engineering Department on July 27, 2015 attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the adjoining land owners (hereinafter collective the "Petitioners") have requested that Anderson County abandon the Road in order to deter unsolicited traffic. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

WHEREAS, the Anderson County Roads and Bridges Department has received a petition signed by Anderson County citizens requesting that the end section of Faye Drive remain open as well as a communication from the Homeland Park Fire Department requesting that all of Faye Drive remain open;

WHEREAS, with respect to the Road, Anderson County has complied with its ordinances and regulations pertaining to abandonment and closure of Anderson County public roads;

WHEREAS, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council desires to express its intent not to abandon this section of Faye Drive;

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

1. Anderson County, acting by and through its County Council, hereby expresses its desire that the last 68 +/- feet of Faye Drive designated as C-15-0114B to remain an Anderson County public road.
2. All order and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

4. 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.

5. 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 Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

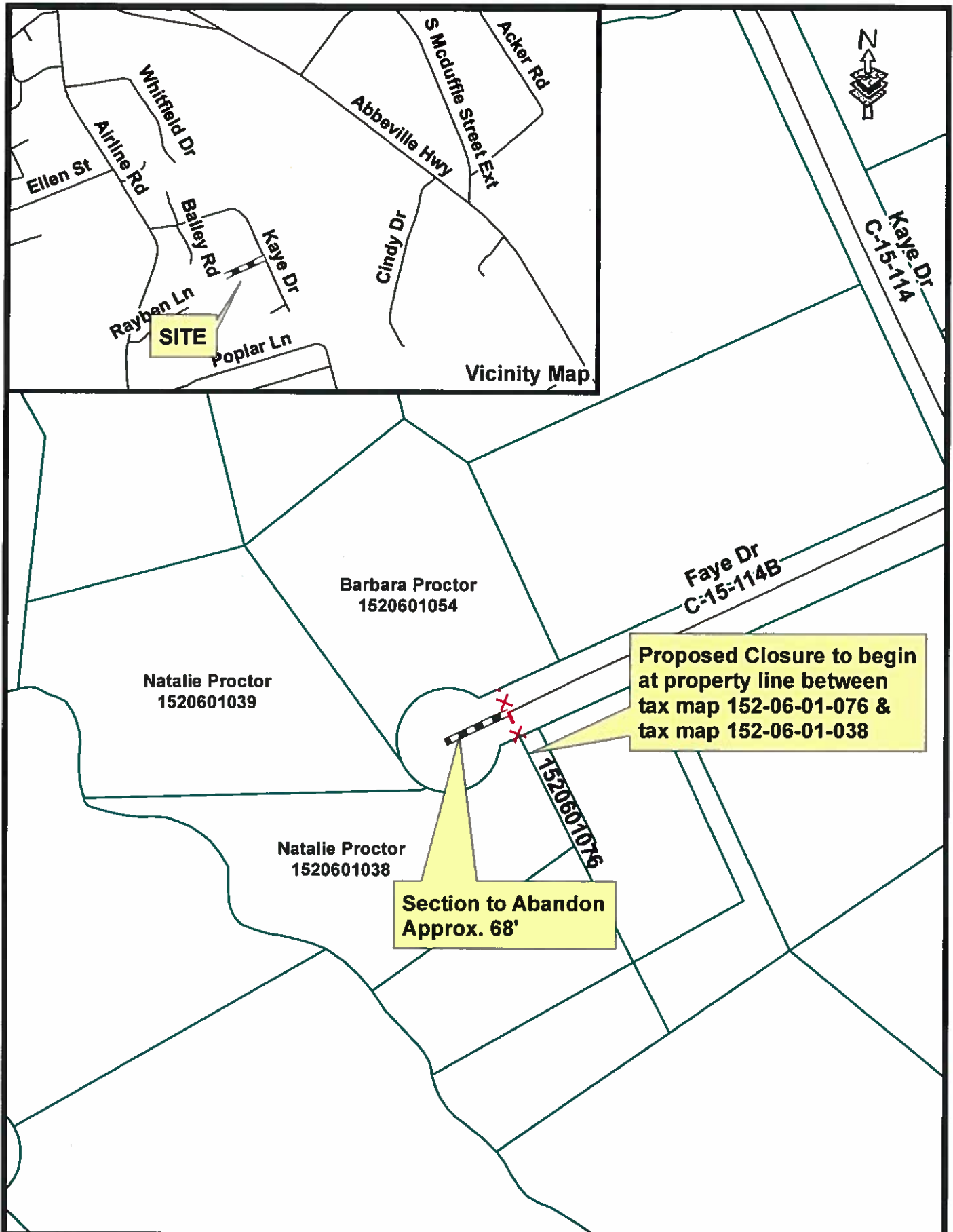
Kimberly A. Poulin
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

**Faye Drive C-15-114B
Proposed Abandonment of End Section**

Exhibit A



July 7, 2015

To: Anderson County Roads and Bridges
From: Barbara Proctor, P.O. Box 13526, Anderson, SC 29624
Ref.: Abandoning County Road - Faye Drive

To whom it may concern:

We, Barbara Proctor, Natalie Proctor and Doug Proctor, hereby petition Anderson County to abandon the dead end of Faye Drive that borders our property only. This portion of Faye Drive has never been maintained by the county and only leads to our property. Faye Drive is a dead end street that is only about 450 ft. long. We have had break-ins and destruction of our property and closing off the property that is not maintained will greatly benefit us and will not harm anyone else.

Thank you for your consideration.

Barbara Proctor
Barbara Proctor

Natalie Proctor
Natalie Proctor

Douglas Proctor
Douglas Proctor

Exhibit B



Anderson County

Roads and Bridges Department

735 Michelin Boulevard, Anderson, SC 29626 • (864) 260-4190 • Fax (864) 332-5474

Memorandum

To: Mr. Rusty Burns, County Administrator
From: Tony Owens, Roads and Bridges Manager *T.O.*
Date: August 17, 2015
CC: Holt Hopkins, File
RE: Proposed Abandonment of Faye Drive, C-15-114B – Council District 5

Tommy Dunn
Chairman
Council District 5

Please forward the information provided to all members of Council.

Ken Waters
Vice-Chairman
Council District 6

Please find attached information regarding the proposed abandonment of the dirt, end section of Faye Drive. The landowners have requested abandonment in order to deter unsolicited traffic.

Frances M. Crowder, Sr.
Council District 1

Enclosed is a petition signed by the landowners. They were provided a copy of Anderson County Ordinance regarding abandonment and closure of public roads policies and procedure and were notified in writing of their responsibilities for obtaining legal title to the road if Council approves abandonment by resolution.

Gracie S. Floyd
Council District 2

J. Mitchell Cole
Council District 3

Notification signs were placed on the road on July 15, 2015. Signs were in place for 30 days on August 14, 2015.

Thomas F. Allen
Council District 4

Neighboring residents along Kaye Drive, C-15-114 and Bailey Road, C-15-114A have submitted a petition opposing the closure citing various negative impacts to the resident's public service and safety on Faye Drive.

M. Cindy Wilson
Council District 7

Kimberly A. Poulin
Clerk to Council

Rusty Burns
County Administrator

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District Two Transportation Department. Homeland Park Fire Department has opposed the closure due to the inability to turn around the fire vehicle. The department would be forced to back in the fire vehicle which would affect response time and create unsafe conditions due to backing. School Transportation is opposed due to students attending the school district.

Lesley Sanitation has requested a cul-de-sac to alleviate having to back out of the road to leave the premises.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There was one public comment – opposed to the closure
- Road is not in general public use – It is gated
- The end section is a dirt, approximately 68 linear feet and 18 feet wide (proposed section to be abandoned)
- Faye Drive runs from Kaye Drive to the undeveloped cul-de-sac.



Accredited by the
American Public
Works Association

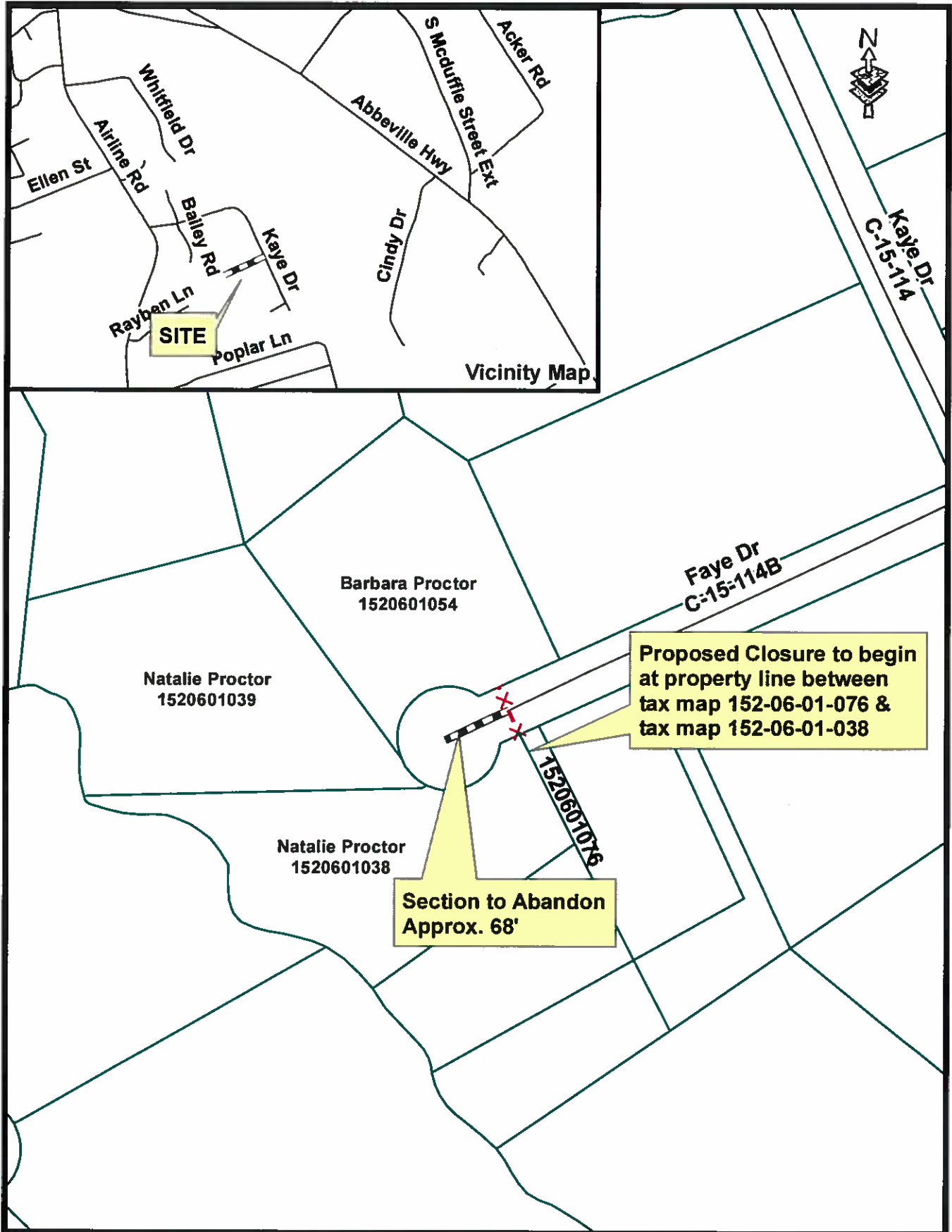
Member of the Anderson County Public Works Division

- The paved section of road is 506 linear feet and 16 feet wide. This section will remain a public, county maintained road
- 50' right-of-way
- Allison Park subdivision
- Average Daily Traffic Count is 0 cars per day since section is gated

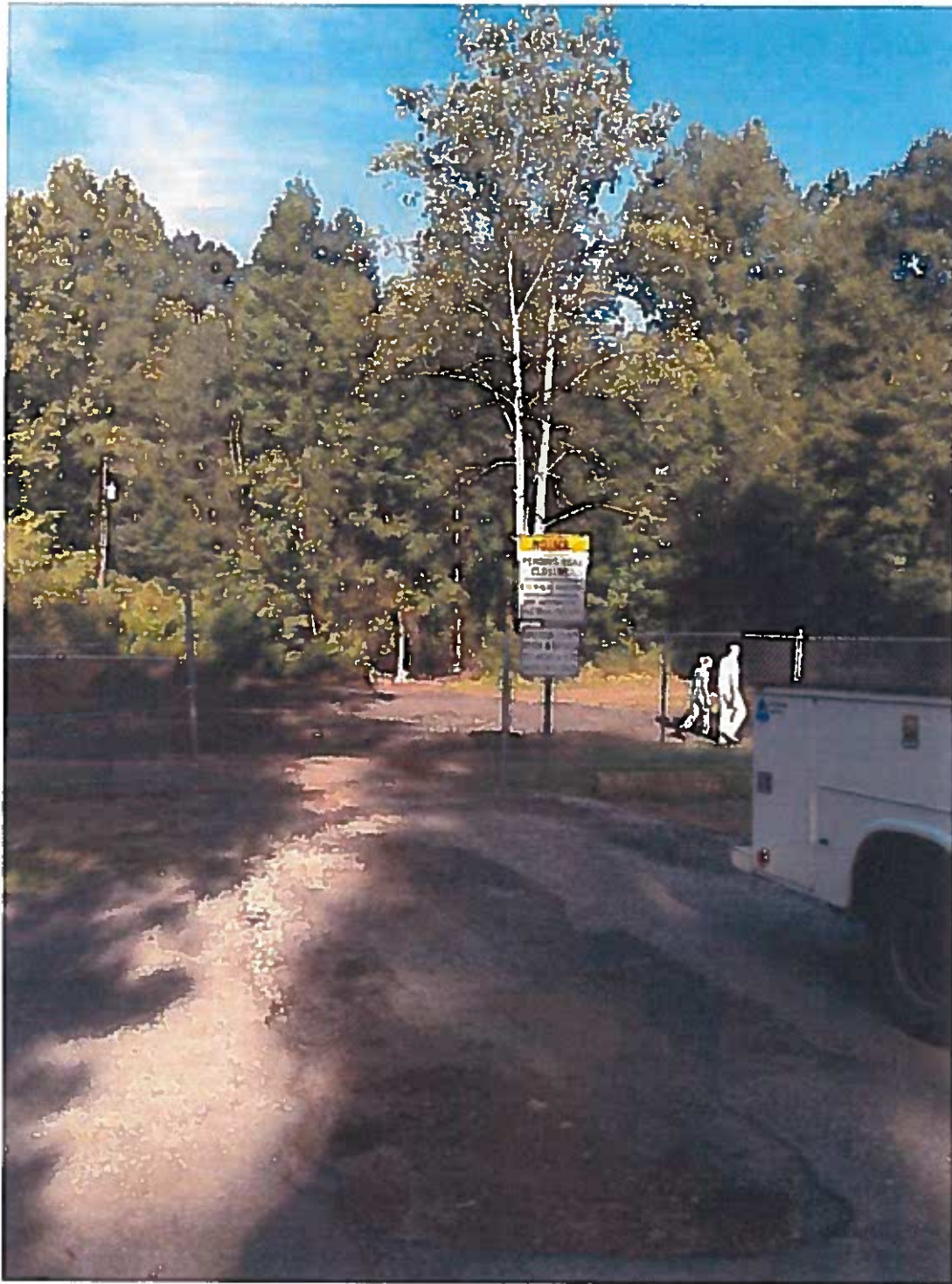
Photographs and location map are enclosed for your convenience.

Enclosures

Faye Drive^E C-15-114B
Proposed Abandonment of End Section



Faye Drive, C-15-114B – Gated End Section
July 15, 2015



Phone Log for

Date	Name	Address	Phone	Comments
7/31/2015	Irving Turner	117 Faye Drive	(864) 276-2513	Opposed to closure. Will bring by a petition not to close



Anderson County

Roads and Bridges Department

735 Michelin Boulevard, Anderson, SC 29626 • (864) 260-4190 • Fax (864) 332-5474

July 14, 2015

Tommy Dunn
Chairman
Council District 5

Ken Waters
Vice-Chairman
Council District 6

Chief Billy Gibson
Anderson County Fire Department
210 McGee Road
Anderson, SC 29625

Dear Chief Gibson:

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

We have received a request to abandon the end section of Faye Drive, C-15-114B. This section has been gated by the property owners to deter unsolicited traffic and for safety reasons. The proposal is to abandon approximately 68 linear feet at the end of the road as shown on enclosed map.

We would appreciate your input as to how this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me by email at towens@andersoncountysc.org if you desire.

Sincerely,

Tony Owens
Manager

Enclosures



Accredited by the
American Public
Works Association

Member of the Anderson County Public Works Division



Anderson County

Roads and Bridges Department

735 Michelin Boulevard, Anderson, SC 29626 • (864) 260-4190 • Fax (864) 332-5474

July 14, 2015

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

Darryl K. Webb, Director of Transportation
Anderson County School District Five
PO Box 439
Anderson, South Carolina 29622

Dear Mr. Webb:

We have received a request to abandon the end section of Faye Drive, C-15-114B. This section has been gated by the property owners to deter unsolicited traffic and for safety reasons. The proposal is to abandon approximately 68 linear feet at the end of the road as shown on enclosed map.

We would appreciate your input as to how this closure might impact bus routing on this road. We would appreciate a response within 30 days.

Thank you in advance for your assistance with this matter. You may contact me by email at towens@andersoncountysc.org if you desire.

Sincerely,

Tony Owens
Manager

Enclosures



Accredited by the
American Public
Works Association

Member of the Anderson County Public Works Division

To Whom It May Concern:

We would like to petition the courts to stop the closure of the road and cul-de-sac on Faye Drive, Anderson, SC 29624.

The closure of this area would create many problems and inconvenience to the people in and surrounding this area.

There are public water lines that run directly underneath this road. Closure would not permit any repairs should they be needed.

It would stop local garbage services from turning around safely, therefore causing it to be dangerous to back all the way out into the other road.

The closure of this road and cul-de-sac would prohibit any future school transportation to enter and exit. It would also prohibit access into and out of nearby driveways with any work or recreational vehicles.

We are petitioning to keep the road and the cul-de-sac open on Faye Drive, Anderson, SC.

We sincerely thank you,

864-556-4426

Dave White 400 Kaye Dr. Anderson SC 296

Dan Hamby + Jackie 260 Kaye Dr

864-328-8195

Sheila Lance 303 Kaye Dr

864-328-6036

Tammy Turner 311 Kaye Dr

864-209-2208

Yvonne Davis 104 Bailey Rd

(864) 314-7063

Karen Holcombe 207 Kaye Dr.

864-276-8198

Donnie Wiley 412 Kaye Dr

864-245-2826

Albert Baldwin 401 Kaye Dr.

864-642-8300

Cara Turner 117 faye Dr

864-276-2513



Homeland Park Fire Department

3299 S. Main Street
P.O. Box 13138
Anderson, SC 29624

BOARD OF DIRECTORS

Chairman

Dave Rodgers

Vice Chairman

Chuck Nubern

To Whom It May Concern,

It has been brought to our attention that all or a portion of county road named Faye dr. that runs off of Kaye Dr. in Homeland Park Fire District is scheduled to be closed. On behalf of the Homeland Park Fire Department we request that you please reconsider this decision. As you may know this is a dead end street with a cul-de-sac at the end. The closing of this portion of the road will prevent us from being able to turn around essential fire apparatus to exit this road. There are currently no homeowner driveways that are large enough for us to utilize either. This will force all fire apparatus that enters this road to back approximately 650 ft. to exit back onto Kaye Dr. While backing this distance is not impossible it does pose extra risk management issues anytime a vehicle is backing, and it does take a considerable amount of time to do. In our industry time saved equals lives and property saved. We respectfully ask for your reconsideration on this issue and thank you for all that you do for the citizens of Anderson County.

Chuck Nubern

Vice Chairman

Jill Sanders

From: Webb, Darryl <DarrylWebb@anderson5.net>
Sent: Thursday, August 20, 2015 7:49 AM
To: Jill Sanders
Cc: Tony Owens
Subject: RE: Faye Drive proposed abandonment of end section

Jill:

I would like to request that Faye Drive remain open due to students attending our school district. Needless to say, the buses will use this road to turn around if a cul-de-sac is added. I'm available if you need any additional information.

Thanks,

Darryl

From: Jill Sanders [<mailto:jsanders@andersoncountysc.org>]
Sent: Wednesday, August 19, 2015 3:55 PM
To: Webb, Darryl
Cc: Tony Owens
Subject: Faye Drive proposed abandonment of end section

Mr. Webb,
Please find attached a letter regarding proposed abandonment of the end section of Faye Drive.

A resident on the road, Cara Turner came by our office today and stated that she had spoken to you about the above recently.

Your input to the proposed abandonment as to how it might impact bus routing on the road would be greatly appreciated.

If you have any questions, please feel free to contact me at 864-260-4190 or reply to this email.

Sincerely

Jill Sanders

Information Management Supervisor
Anderson County Roads and Bridges
735 Michelin Blvd. | Anderson, SC 29626
Office: 864.260.4190 | Fax: 864.260.4629
jsanders@andersoncountysc.org

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Or Download YourGov App today!



LESLEY SANITATION
P.O. BOX 13531
ANDERSON, SC 29622-
(864) 958-0861

TO Whom IT MAY CONCERN

~~PLEASE FORGIVE ME~~

I WOULD LOVE TO SEE
A CUL-DE-SAC AT THE END
OF FAYE DR. I DRIVE A
TRASH TRUCK ONCE I PUT
IN I HAVE TO BACK UP
ALMOST 500 TO 600 FT. TO
GET OUT AT 4 AM KNOW
LIGHTS AND IT'S VERY DARK
YOUR HELP IN THIS MATTER
WOULD BE A BLESSING

Janice Dooly

RESOLUTION NO. R2015-056**A RESOLUTUION AUTHORIZING THE ANDERSON COUNTY ROADS AND BRIDGES DEPARTMENT TO PERFORM MAINTENANCE ON CERTAIN IDENTIFIED GRAVEL ROADS AND OTHER MATTERS RELATED THERETO.**

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

WHEREAS, the Anderson County Roads & Bridges Department has compiled a list of certain County gravel roads that are in need of preparation and the addition of crusher run gravel; and

WHEREAS, the lists of County gravel roads that require maintenance activities 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.

[SIGNATURE PAGE ATTACHED]

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

ATTEST:

FOR ANDERSON COUNTY:

Rusty Bums
Anderson County Administrator

Tommy Dunn, Chairman
Anderson 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, September 29, 2015
RE: Gravel Road Maintenance Approval

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
Interim
County Administrator

Below is a list of pending work requests asking us to make improvements to the roads listed. I am requesting approval to allow the Roads & Bridges Dept. to scrape these roads and add crusher run gravel as needed.

Request	Street	COUNCIL DIST	Issue	Description	Calls	Plan
17424	HARRISON ROAD	1	Gravel Road Issue	Scrape and add crusher run.	1	Scrape & add CR to the end of County Maintenance
17943	OWENS LANE	6	Gravel Road Issue	road needs scraped or c/r would like it t&g'd if possible Please call	1	Scrape & add CR only to the end of County Maintenance



Accredited by the
American Public
Works Association

Member of the Anderson County Public Works Division

SC Department of Archives and History
DIVISION OF ARCHIVES & RECORDS MANAGEMENT
REPORT ON RECORDS DESTROYED

1. STATE OR LOCAL AGENCY:	County of Anderson
2. RECORD GROUP NUMBER:	
3. DIVISION OR OFFICE:	Finance
4. DATE (M/D/Y):	8/25/15

5. The records listed below have been disposed of in accordance with provisions of the PUBLIC RECORDS ACT, CODE OF LAWS OF SOUTH CAROLINA, 1976, Sections 30-1-10 through 30-1-140, as amended, and approved Records Retention Schedules.
SIGNATURE OF RECORD OFFICER'S OR REPRESENTATIVE:

6. RECORD SERIES TITLES	7. RECORD SERIES NUMBER	8. INCLUSIVE DATES	9. VOLUME (CuFt)	10. DATE OF DESTRUCTION (M/D/YYYY)
Paid Invoices	12-605.10	96-2012	12	
Trial Balance	12-605.5	96-2012	14	
Budget Files	12-605.2	98-2010	24	
Banking Records	12-605.12	86-2012	56	
Meeting Minutes	12-303	08-2012	8	
Claims	12-605.11	00-2009	8	
Daily Collections Report	12-605.15	00-2009	7	
Time Cards	12-607.13	07-2010	6	
			0.00	Total Cubic Feet

+5
19 1 of 1

AP - FY 96/97

AP - FY 97/98

AP - FY 98/99

AP - FY 99/00

AP - FY 03/04

AP - FY 04/05

AP- FY 05/06

AP - FY 06/07

AP - FY 07/08

AP - FY 08/09

AP - FY 09/10

AP - FY 10/11

AP - FY 11/12

Journal Entries - FY 05/06

FY 08/09 - Solid Waste: Reports, invoices, deposit tickets

FY 12 - Utility billing payments

FY 03-07 - Septage Tickets/Sewer

FY 12 - Age Listing

FY 12 - Meter Readings

FY 06/07 & 07/08 - Credit Card

FY 06/07 & 08/09 - Sewer billing register

FY 08/09 - Sewer Consumption

FY 12 - Sewer billing month end reports

10/7/11-10/31/13 - Finance Agenda Packets

FY 11/12 - Sewer collections

Prior 2012 - delinquents/foreclosure

Prior 2012 – deposits and receipt books

FY 11/12 – Sewer receipts

FY 11/12 – sewer adjustments

FY 07/08 – Jana Pressley: Revenues, invoices, and encumbrances

FY 07/08 & 08/09 – Sandy Ashworth: daily deposits

FY 02 – District Paving and District Rec.

FY 11/12 – Neil Carney JEs

FY 10-12 – Sewer refunds, deposits, billing

FY 10/11 – Sewer : WAW and ECU

FY 10 & 11 & 12 – C Fund Bank Statements

FY 11 – SROs

FY 12 – Sewer monthly billing

FY 11 – Sewer adjustments

FY 12 – Sewer collections

FY 11/12 – Sewer: deposits, fees, revenue, remittance

FY 11/12 – Sewer: WAW, ECU, Broadway, Hammond

FY 12 – Budget workpapers

FY 11/12 – Jana Pressley: district revenue, wage and comp, JEs

FY 07/08 & 08/09 – ECU

FY 07/08 – Neil Carney JEs

FY 11/12 – Solid Waste deposit books

FY 10/11 – Sewer receipts

FY 09/10 – Sewer reports

FY 08/09 – Neil Carney JEs

FY 08/10 – Solid Waste: Ticket reports, receipts

FY 09/10 – Sewer: Broadway and ECU deposits

FY 08/09 – Jana Pressley, Rhonda Sloan, and Miriam Hanks JEs

FY 08/09 – Sewer

FY 08/09 – Carolina First Credit Card

Sewer Judgements

Sewer Real Estate, Right-of-way

Sewer Acquired Land Bonds

Sewer 201 and EPA info

Sewer prints

FY 05/06 – Jana Pressley: accommodations fees, revenue reports

FY 04/05 – Jana Pressley: revenue and salary payouts

FY 10/11 – Neil Carney JEs

FY 10/11 – Jana Pressley: wage and comp, accommodations fees, beginning year info, bank rec.

FY 10/11 – Jana Pressley: revenues and transfers

FY 09/10 – Neil Carney JEs

FY 09-11 – Neil Carney – Misc. reports

2/2005-6/2010 – C Funds

Rhonda Sloan and Miriam Hanks – audit paperwork up to 2010

FY 07/08 – Sewer report books

FY 07/08 – SROs

Sewer Dept. – Clemson Res & WCI

Sewer Dept. – Loblolly 81-85

FY 02/03 – Bank rec., accommodations fee, district rec

FY 08/09 – Sewer billing

FY 08/09 – Sewer receipts, acceptance tickets, reports

FY 04-06 – Sewer receipts and adjustments

FY 03/04 – Sewer reports

FY 04-07 – Solid Waste monthly reports

Sewer Referendum

Six and Twenty WWTP

Sewer Dept. – Loblolly

Sewer Customers

FY 04/05 & 05/06 – Sewer capacity fee and adjustments

FY 04/05 & 05/06 – Water utility reports

FY 07/08 insurance billing and Grant Cash 04/05

AP 2000 print list cc landfill

Journal entries

2010 – timecards

Timecards:

9/9/07-11/17/07

3/20/10-5/18/10

1/9/10-3/6/10

9/18/10-10/30/10

11/13/10-12/25/10

FY 93-98 Fire Dept. and Library insurance

Anderson County E911 EMS AG project

7/06-4/08 Sewer Receipts

FY 09 – Airport closing reports

7/06-6/08 Sewer monthly meter readings

FY 07, 08, & 09 Sewer

FY 06, 07, 08 Solid Waste landfill tickets and deposits

FY 09 bank files and revenue

FY 09 invoice, account fees, balloon test

FY 05-07 Rhonda Sloan and Miriam Hanks JEs

FY 08 & 09 ECU Summer adjustments

6.57

FY 06 – 08 Sewer deposit receipts and refunds

FY 08 Airport reports

FY 09 Airport CC

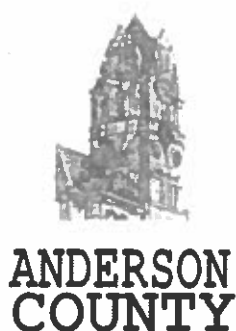
Stevenson Road Bridge

Cox Road Bridge

SC PRT – Product development grant program 2008 application for funding

Alpha Technology CDBG

Alliance Electric Water Project



AGENDA
Planning and Public Works Committee Meeting
Wednesday, September 30, 2015 at 1:00pm
Anderson Historic Courthouse
2nd Floor Conference Room
101 South Main Street, Anderson, South Carolina 29622
M. Cindy Wilson, Presiding

Planning/Public Works Committee

Making News.
Making Progress.

Council Members:

Tommy Dunn
 Chairman
 District 5

Ken Waters
 Vice-Chairman
 District 6

Francis H. 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

Consisting of three members of Council, functions as a review, oversight and advisory body of subdivision regulations, building and other regulatory codes, the zoning ordinance, transportation, rights-of-way, building and grounds, licenses and business regulations, community development, and housing authority programs, public works department, and matters related thereto.

- | | |
|--|-------------------------------------|
| 1. Call to Order: | Chairman M. Cindy Wilson |
| 2. Invocation and Pledge: | Mr. Ken Waters |
| 3. Zoning Applications on Anderson County webpage | Mr. Michael Forman |
| 4. Neighborhood Initiative Program (NIP Program) | Mr. Michael Forman |
| 5. America Disability Act (ADA) Updates | Ms. Celia Myers |
| 6. Discussion of possible need to improve Building & Codes Standards and Setbacks: | Mr. Barry Holcomb and Alesia Hunter |
| 7. New Business | |
| 8. Adjournment | |

Committee Members: M. Cindy Wilson, Chair
 Honorable J. Mitchell Cole
 Honorable Ken Waters

Anderson County ADA Public Notice

- ✓ In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Anderson County will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Effective Communication: Anderson County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Anderson County's programs, services and activities.

Modifications to Policies and Procedures: Anderson County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services and activities. For example, individuals with service animals are welcomed in Anderson County offices, even where pets are generally prohibited.

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

Anderson County will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

The ADA does not require Anderson County to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of Anderson County is not accessible to persons with disabilities should be directed to:

Celia Boyd Myers, ADA Compliance Coordinator
401 East River Street/P.O. Box 8002
Anderson, South Carolina 29624
cboyd@andersoncountysc.org
Phone: 864-260-4720

Anderson County has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the Americans with Disabilities Act (ADA). Title II states, in part, that "no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination" in programs or activities sponsored by a public entity.

Complaints related to the Title II of the ADA should be addressed to Celia Boyd Myers, ADA Compliance Coordinator. Mrs. Myers is responsible for County-wide ADA Title II compliance efforts.

1. A complaint must be submitted utilizing the grievance form. If necessary, an alternative means of filing the complaint or receiving the response may be requested, but must contain the name and address of the person filing it and a brief description, including the date and location, of the alleged violation.
2. Complaints should be filed in as timely a manner as possible but no later than 45 business days after the alleged violation.
3. An investigation by the ADA Compliance Coordinator or designee, as may be appropriate, shall follow a filing of complaint. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
4. The ADA Compliance Coordinator or designee will provide a response in writing, or in an alternative format if requested, to the complainant within 30 business days after the complaint is received.
5. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made in writing, or in an alternative format upon request, to the County Administrator within 30 business days of receiving the ADA Compliance Coordinator's decision.
6. The Administrator or designee will review the complaint, conduct an additional investigation if appropriate, and respond to the complainant in writing, or in an alternative format upon request, within 30 business days after receipt of the request for reconsideration. A copy of the Administrator's response will be forwarded to the ADA Compliance Coordinator.

7. The ADA Compliance Coordinator will maintain copies of all written ADA complaints, appeals to the Administrator, and responses from these two offices for at least 3 years.
8. These rules shall be construed to protect the substantive rights of interested persons to meet appropriate due process standards and to assure that Anderson County complies with the ADA and implementing regulations.
9. Use of this grievance process does not preclude the complainant from filing an administrative complaint with the designated federal agency or filing a lawsuit for injunctive relief and damages. An individual may choose to pursue any or all of these methods.

DRAFT

Anderson County ADA Grievance Form

In accordance to the ADA Grievance Procedures adopted by Anderson County, please complete and submit this form in order to file a complaint.

"Anderson County has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the Americans with Disabilities Act (ADA). Title II states, in part, that "no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination" in programs or activities sponsored by a public entity."

Today's Date: _____

Name of Grievant: _____

Address of Grievant: _____

Telephone Number of Grievant: _____

Name, Address and Telephone Number of Alternate Contact Person: _____

Office alleged to have denied access: _____

Location: _____

I was denied access on: _____

I am seeking access to the following Anderson County building, program or activity in which I haven't been able to participate because I need an accommodation:

The accommodation I seek: _____

Anderson County ADA Grievance Form

Please describe how you have been denied the benefits of any services, programs, activities or have otherwise been subjected to discrimination. Please specify dates, times, places of incidents and names and/or positions of agency employees involved, if any; as well as names, addresses and telephone numbers of any eyewitnesses. Attach additional pages if necessary. Include a description of how you feel access may have been had to the benefits described above, or the way in which an accommodation could be provided to allow access.

Submit in Person, Mail, E-Mail or Fax this form to:

**ADA Compliance Coordinator
Anderson County
401 East River Street
Post Office Box 8002
Anderson, South Carolina 29622
Planning@andersoncountysc.org
864-260-4795 (Fax)**

For Office Use Only:

Date Complaint Received: _____ Scheduled Grievance Hearing: _____

Date Response Sent: _____ Accommodation Implemented: _____



AGENDA

ANDERSON COUNTY FINANCE COMMITTEE MEETING

October 1, 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 M. Cindy Wilson
J. Mitchell Cole Council District 3	3. Bids:	
	a. East-West Parkway Construction Bid #16-007	Mr. Robert Carroll
	b. Re-Roofting of Museum Bid #16-003	Mr. Robert Carroll
Thomas F. Allen Council District 4	c. EMS Consultant Recommendation Bid #16-004	Mr. Rusty Burns
M. Cindy Wilson Council District 7	4. Capital	
	a. HAZMAT Capital-Bedslide	Mr. Rusty Burns
	b. Stalker Radar	Mr. Rusty Burns
Kimberly A. Paulin Clerk to Council	c. Christmas Tree	Mr. Rusty Burns
Rusty Burns County Administrator	5. TCTC Bond Issue Preference	Mr. Rusty Burns
	6. Transfers	Ms. Rita Davis
	7. Executive Session	
	a. Economic Development Matter	Mr. Rusty Burns
	b. Personnel Matter	
	8. Citizens Comments	
	9. Adjournment	

Post Office Box 6002
Anderson, SC 29402-5002
864.260.4234
864.260.1046 fax
www.andersoncountysc.org

Members

The Honorable Francis M. Crowder, Sr. Chairman

The Honorable M. Cindy Wilson

The Honorable Tom Allen

3a

19 1 of 4

Anderson County Purchasing Department Bid Tabulation

East - West Parkway Park Construction Bid# 16 - 007

	Vendor		Bid Total
1	Moats Construction		\$ 98,086.75
2	Belk		\$ 100,428.00
3	J. Davis Construction		NR
4	Earth Materials		NR
5	Matrix Construction		NR
6	Jimmy L. Davis		NR
7	S & S Construction		NR
		0.00 G*	
8	Lazer	936,888.54 *C	NR
9	Pickens Construction	98,086.75 *+ 6,568.00 +	NR
		-3,300.00 +	
10	Thrift Bros. Construction	107,954.75 *	NR
11	Moorhead Constrction		NR
12	Playground Safety Services		NR
13	The Construction Journal		NR
14	Awarded to:		

BID FORM
East West Parkway Park - BASE BID - Upper Parking Lot (Hobsun)

2 of 4

Anderson County, SC
8/6/2015
MMI # 4009-05

O.	ITEM/DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Lump Sum Items					
1	Mobilization, Clean Up, and Construction Staking	LS	1	14,000	\$ 14,000.00
2	Site Removals and Sediment & Erosion Control	LS	1	22,000	\$ 22,000.00
3	Earthmoving	LS	1	23,000	\$ 23,000.00
4	Flexible Paving				\$ -
	a. 2" Bituminous Concrete Parking Area with 6" ABC	SY	767	19.75	\$ 15,148.25
5	Concrete Sidewalk and Curb & Gutter				
	a. 4" Concrete Sidewalk	SF	1,080	10.00	\$ 10,800.00
	b. Flush Concrete Curb and Gutter	LF	45	10.00	\$ 450.00
	c. Concrete Curb and Gutter (1'-6")	LF	300	15.00	\$ 4,500.00
6	Pavement Markings and Signage				\$ -
	a. ADA Signs	Fu	3	250	\$ 750.00
	b. Detectible Warning Strips	SF	86	52.32	\$ 4,500.00
	c. Pavement Markings	LS	1	1,500	\$ 1,500.00
7	Planting				\$ -
	a. Chinese Pistache (2 1/2 - 3" Cal.)	Eu	5	250	\$ 1,250.00
	b. Alleé Elm (2 1/2 - 3" Cal.)	Eu	6	180	\$ 1,080.00
	c. Natchez Crepe Myrtle (2 1/2 - 3" Cal.)	Eu	2	300	\$ 600.00
	d. Seeding	SF	9,250	.17	\$ 1,572.50
8	Storm Drainage				\$ -
	a. 18" RCP	LF	8	32	\$ 256.00
	b. Concrete Drainage Apron	Eu	1	250	\$ 250.00
	c. Rip Rap	Tons	5	30	\$ 150.00
Unit Price Items					
9	Unsuitable Soil Excavation (Allowance)	CY	50	12	\$ 600.00

TOTAL BASE BID COST

98,086.75
98,086.75

Total Bid Price in Words

NINETY EIGHT THOUSAND EIGHTY-SIX DOLLARS AND 75/100

Contractor

MOATS CONSTRUCTION CO.

Quantities under the Lump Sum Items are shown for comparison and reference purposes only. Contractor is to determine the exact quantities required for the proper construction of the project prior to bidding. Lump Sum Items will therefore not be individually measured for payment. The quantities listed under the Unit Price Items are considered an allowance if those items are required. Any quantities not used will not be paid and any excess quantities required must be approved by the County prior to the work. Unit Costs for either Lump Sum or Unit Price Items may be used in the addition or deletion of work at the Owner's discretion if site conditions vary from those expected.

BID FORM
East West Parkway Park - Bid Alternate #1 - Upper Parking Lot (Hobson)

Anderson County, SC
8/6/2015
MMI # 4009-05

3 of 4

NO.	ITEM/DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Lump Sum Items					
1	Planting				\$
	a. Regal Mist Pink Muhly Grass (3 Gal.)	Ea	13	10	\$ 130.00
	b. Butterfly Bush (3 Gal.)	Ea	5	100	\$ 500.00
	c. Soft Touch Holly (3 Gal.)	Ea	8	100	\$ 800.00
	d. Blushing Bride Hydrangea (3 Gal.)	Ea	15	100	\$ 1,500.00
	e. Double Red Knockout Rose (3 Gal.)	Ea	8	50.00	\$ 400.00
	f. Daylily 'Colonel Scarborough' (1 Gal.)	Ea	15	16.00	\$ 240.00
	g. Daylily 'Mourvi Gem' (1 Gal.)	Ea	12	17.00	\$ 204.00
	h. Daylily 'Red Pony' (1 Gal.)	Ea	9	16.00	\$ 144.00
	i. Black Eyed Susan (1 Gal.)	Ea	25	40.00	\$ 1,000.00
2	Mulch	SY	165	10.00	\$ 1,650.00

TOTAL Bid Alternate #1 COST

\$ 6,568.00

Total Bid Price in Words

Six Thousand Five Hundred Sixty-Eight dollars

Contractor

Munte Construction Co.

Quantities under the Lump Sum Items are shown for comparison and reference purposes only. Contractor is to determine the exact quantities required for the proper construction of the project prior to bidding. Lump Sum Items will therefore not be individually measured for payment. The quantities listed under the Unit Price Items are considered an allowance if those items are required. Any quantities not used will not be paid and any excess quantities required must be approved by the County prior to the work. Unit Costs for either Lump Sum or Unit Price Items may be used in the addition or deletion of work at the Owner's discretion if site conditions vary from those expected.

BID FORM
East West Parkway Park - Bid Alternate #2 - Upper Parking Lot (Hobson)

4 of 4

Anderson County, SC

8/6/2015

MMI # 4009-05

D.	ITEM/DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Lump Sum Items					
1	Site Furnishings				\$
	a. 6' Bench	Eu	2	800	\$ 1,600.00
	b. Bike Rack	Pa	4	425	\$ 1,700.00

TOTAL, Bid Alternate #2 COST

\$ 3,300.00

Total Bid Price in Words

THREE THOUSAND THREE HUNDRED dollars

Contractor

MATS Construction Co.

Quantities under the Lump Sum Items are shown for comparison and reference purposes only. Contractor is to determine the exact quantities required for the proper construction of the project prior to bidding. Lump Sum Items will therefore not be individually measured for payment. The quantities listed under the Unit Price Items are considered an allowance if those items are required. Any quantities not used will not be paid and any excess quantities required must be approved by the County prior to the work. Unit Costs for either Lump Sum or Unit Price Items may be used in the addition or deletion of work at the Owner's discretion if site conditions vary from those expected.

Anderson County Purchasing Department Bid Tabulation

Bid# 16-003 Re-Roofing of Anderson County Museum

3 b

pg 1 of 5

	Vendor		Bid Total
1	C. E. Bourne		\$483,136.00
2	Service One Inc.		NR
3	CMD Group		NR
4	Dan Dandrow American		NR
5	Summit BSR Roofing		NR
6	McIntyre Construction		NR
7	Moats Construction		NR
8	LaFave's Construction		NR
9	Allcon Roofing		NR
10	Nations Roof		NR
11	ACS Firestone Bldg.		NR
12	Benton Roofing		NR
13	Roofco, Inc		NR
14	Awarded to:		

	Vendor	Bid Total
15		
16	Robert Tannery	NR
17	Peach State Inc.	NR
18	I and E Specialties	NR
19	SRM. Inc.	NR
20	ARS Roofing	NR
21	Guy Roofing	NR
22	Cannon Roofing	NR
23	Martin Roofing	NR
24	Rycars	NR
25	D M Roofing	NR
26	Lloyd Roofing	NR
27	Reliable Roofing	NR
28	Pickens Roofing	NR
29	Family Roofing	NR
30	Awarded To:	

	Vendor		Bid Total	3 of 5
31				
32	Baker Roofing		NR	
33	Summit BSR		NR	
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46	Awarded To:			

SECTION IV: Addendum A
BASE BID FORMName of Party submitting the Bid: C.E. Bourne & Co., Inc.

To: Purchasing Manager for Anderson County

- I. 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: Re-Roof of Anderson County Museum

Bid No.: 16-003

I	Lot	Re-Roof of Anderson County Museum :per specifications and scope of work	\$ <u>468,369.00</u>
		S.C. Tax	\$ <u>14,767.00</u>
		TOTAL	\$ <u>483,136.00</u>

Company Name: C.E. Bourne & Co., Inc.Authorized Signature: Mike SteadmanPrinted Name: Mike Steadman**** We acknowledge receipt of addendum 1 dated 8-14-15**

New Roof System @ Lower Roof:


1. Mechanically Attach Siplast Parabase FS with Para-Lock fasteners to the existing roof deck.
 2. Install 3.5" ISO insulation over the entire roof area with hot Type III asphalt.
 3. Install .5" Wood fiber insulation cover board over the entire roof area with hot Type III asphalt.
 4. Install 12' sumps at each roof drain with tapered insulation.
 5. Install P-20 SBS Modified " Smooth Sheet " over the entire roof area with hot Type III asphalt.
 6. Install Para-pro liquid applied flashing at the roof penetrations on the lower roof area @ the A/C units.
 7. Install P-30 SBS Modified " Granular Sheet " over the entire roof area with PA-311 M asphalt adhesive.
 8. Flash all roof curb and walls with Siplast Veral flashing.
- Install new roofing system as specified on the upper roof level.

Total Cost to complete all work per the above referenced recommendations: \$ 450,000.00

This is a cost savings of \$ 33,136.00

#3c
pg 1 of 2

MEMORANDUM

TO: Robert Carroll, Asst. Administrator, Central Services
FROM: Rusty Burns 
DATE: September 25, 2015
RE: EMS Consultant RFQs

The EMS Consultant Evaluation Committee has met and recommends that Fitch and Associates be selected as the provider for this project.

Please advise if there are further questions.

Anderson County Purchasing Department
Bid Tabulation

2 of 2

Emergency Medical Services Consultant to Provide a Comprehensive Study for
Anderson County

16-004

Date: 8-20-15 @ 11:30AM

Vendor:

Bid Total:

- | | | |
|---|------------------------------------|------------------|
| 1 | <u>Fitch & Assoc.</u> | <u>Responded</u> |
| 2 | <u>The Polaris Group</u> | <u>Responded</u> |
| 3 | <u>Priori Health Partners</u> | <u>N/R</u> |
| 4 | <u>SafeTech Solutions</u> | <u>N/R</u> |
| 5 | <u>Health Case Visions</u> | <u>N/R</u> |
| 6 | <u>Washko & Assoc.</u> | <u>N/R</u> |
| 7 | <u>J.R. Henry Consulting, Inc.</u> | <u>N/R</u> |

DEPARTMENT



Please fill in the "awarded to" line and fax this copy back to Adrienne at 260-4613 when an award has been made. Thank you.

Awarded to

Date

Signature

Draft Outline for

Scope of Work

For

EMS STUDY 2015

Anderson County, S.C.

Anderson County Desire that Fitch and Associates prepare a response to this RFP to include all cost and accomplish all the items outlined in this scope of work

Problem:

Anderson County, S.C. provides Emergency Medical Services to the population of Anderson County via contracts with 7 locally owned nonprofit agencies and one privately owned company.

Anderson County has contracted over a period of years with the annual cost continuing to escalate.

In 2015 one of the local non-profit providers was about to default. The county contracted with a regional CPA firm to visit each contractor and determine what the financial conditions of all the contract agencies was at a point in time,

The study was completed and presented to Council. The study concluded that one had little cash available and significant obligation. The remaining EMS squads were bordering on possible financial problems. Only one squad was declared to be in good condition.

The one squad with little cash declared bankruptcy and closed their doors.

The county administration quickly contracted with the private owner provider to provide EMS coverage until the county could come up with a plan involving all stakeholders.

See a copy of the study by the regional CPA firm in the appendix.

Objectives:

The county desires to enter into contract to provide recommendations that would guide the county in determining a method to provide EMS services that would:

Provide a level of quality EMS services to all the citizens

Provide services to some underserved areas

Provide an approach that would maximize county contributions to providing EMS services.

Methods:

While the successful bidder is not bound to the following methods and may include even more observations to assure that the county will have all the necessary information for County Council to make a decision as to the best one or more options for the county to consider.

The methods should include the awareness of the changing billing and service requirement required by the Affordable Care Act.

1. Determine the baseline for each of the current contract EMS partners. Analyze current financial reports, billing practices, care delivery standards, and source of patients for each zone. Please include name of firms that do financial statements and billing for service and the annual associated cost for service billing. Determine if revenue is recognized by each source of payment: Medicare, Medicaid, Private Insurance, Private Pay and Bad debt write off and EOB write off.
2. Interview key personnel for squad and determine what each squad solution is for staying viable if that is an option. Focus on overhead, debt and other cost. Also focus on eligibility, billing and accounts receivable follow-up. Obtain other data as seem required to make a recommendation at the end of the study,
3. Focus on who performs billing, follow-up and AR judication so that the Accounts Receivable will be realistic.
4. Review staffing and ambulances and QRVs location available to determine if changes need to be made
5. Determine if there is a need to change the zones to be more aligned or even consolidated

Recommendations:

Recommendations should include the following but please place in priority order:

1. Maintain the current zones by Improving the Financial Management and Billing processes, reducing overhead cost and other recommendations for this model. Is it feasible to adjust current contract model?
2. Consolidate zones
3. County Wide System via one or more contracts
4. County Wide system by putting out for bid
5. Other model

Recommendations should include Pro and Cons and forecasted cost.

The format for the report from Fitch and Associates should begin with an Executive Summary to contain the one or more recommendations and why your firm came to that conclusion.

Report should contain all tables, figures, etc. required to understand your conclusions(s).

Geographic Area _____

Operating Environment

Historic Demand for Services

Defining Incident Zones

Locating Ambulance Stations

Sizing the Fleet _____

Estimate of Costs _____

Comparison to the Existing System _____

Estimates of Revenues _____

Financial outcome of each model

Report must also take into current changes in population demographics, health care delivery, and cost reimbursements.

Appendix:

Copy of Anderson County EMS agreed upon procedures report by Green, Finney, and Horton.



Greene Finney & Horton
CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

ANDERSON COUNTY EMS AGREED UPON PROCEDURES REPORT

Prepared for

Anderson County, SC

March 17, 2015

CONFIDENTIAL

Anderson County EMS Agreed Upon Procedures Report

CONFIDENTIAL DOCUMENT

CONTENTS

Executive Summary	3
Squad Financial Condition	4
Detail Financial Analysis of Squads	5
Final Results	14
Agreed Upon Procedures Report	15

Anderson County EMS Agreed Upon Procedures Report

EXECUTIVE SUMMARY

Anderson County (the "County") requested Greene, Finney & Horton ("GFH") to perform financial analysis services of the eight EMS squads providing EMS services through contracts with the County, with an objective of determining the financial condition of each squad.

We visited each squad, meeting with various squad personnel and obtaining financial and operating information as it was available. We then analyzed the information in order to make a determination regarding the financial condition of each squad. The results of our analysis are included in this report.

The financial condition of the squads ranges from very poor to good. Those squads with a poor financial condition have little cash on hand compared to their daily average expenditures and generally their cash flow over the last three years is trending downward, along with their net income. However, much of the other financial information and the financial ratios we calculated for each squad do not provide predictable measures of a squad's financial condition. In other words, some squads in poor or very poor financial condition have better financial ratio results for some measurements than those squads which are in better overall financial condition.

As a result, while we have several recommendations for the County to consider, we believe there are three very important considerations we want to bring to the County's attention:

1-Due to the County providing a significant funding source to each squad (every squad would consistently have a net loss were it not for County funding) and due to the County's interest in having a strong and consistent EMS serve across the entire County no matter where a citizen lives, we recommend the County consider how it could provide stronger leadership and direction to the squads in the areas of communication, financial training, billing training, the potential for sharing of resources, etc. with the purpose of building a stronger County-wide EMS service.

2-One area where the leadership would help is in communication. Each squad is stronger financially in some areas and weaker in some other areas. We also understand that some squads communicate with other specific squads, but that rarely do all of the squads meet to discuss how they can help one another improve their operations and finances. We believe that if the County would proactively plan and lead meetings of all squads for the purpose of discussing what works well and what needs to be improved, most, if not all, squads would experience improvements in their operations and financial condition.

Anderson County EMS Agreed Upon Procedures Report

3-We also recommend the County strengthen its contracts with the squads for the purpose of receiving regular, consistent, accurate and complete financial information, preferably monthly. The contracts should also ensure that each squad includes accurate and complete billing information, including a detailed analysis of the collectability of receivables. This will enable the County to better monitor the financial condition of each squad.

While other options do exist, we believe the County should first pursue the recommendations above with the existing squads before considering other options, as these recommendations would likely be less costly and the least disruptive.

SQUAD FINANCIAL CONDITION	RATING
Pendleton	Good
Belton	Fair
Iva	Fair
Medshore	Private Company
Fork	Poor
Pelzer	Poor
Honea Path	Poor
Williamston	Poor

It is important to note that our financial analysis and our assessment of each squads financial condition was based on internally prepared financial information from each quad. This information has not been audited or verified in any way.

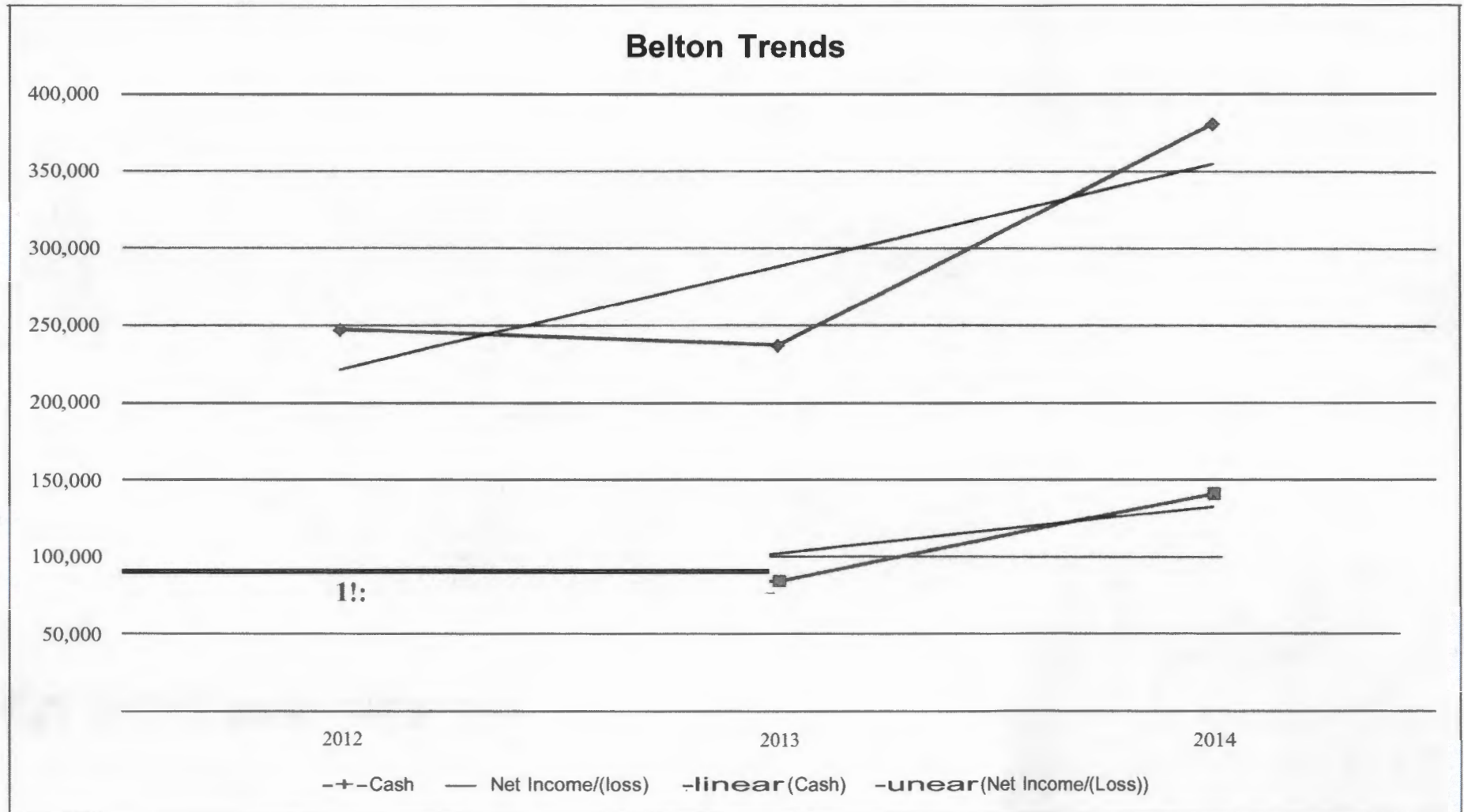
DETAIL FINANCIAL ANALYSIS OF SQUADS

	Belton	Fork	Honea Path	Irmo	Medshore	Pelzer	Pencleton	Williamston	Alerse
Cash	380,457	39,642	42,590	382,798	50,321	173,421	735,036	17,565	227,729
County Funding	571,407	302,500	330,000	330,000	765,765	742,500	330,000	570,000	492,772
Total Revenue	1,573,956	679,763	1,085,296	973,719	21,944,193	2,785,292	913,678	1,814,752	3,971,331
Total Expenses	1,432,767	727,620	1,156,078	1,053,806	22,380,103	3,023,569	955,921	1,856,611	4,073,309
Net Income (Loss)	141,189	(47,857)	(70,782)	(80,087)	(435,910)	(238,277)	(42,243)	(41,859)	(101,978)
Convalescent Calls	2,419	2,532	2,084	1,544	25,733	8,322	1,355	2,875	5,858
& Emergency Calls	2,356	640	1,833	931	20,568	2,259	1,671	1,978	4,029
Total Calls	4,775	3,172	3,917	2,475	46,301	10,581	3,026	4,853	9,888
Total Collateral Calls					92,965				
% of Convalescent Calls	51%	80%	53%	62%	56%	79%	45%	59%	61%
% of & Emergency Calls	49%	20%	47%	38%	44%	21%	55%	41%	39%
Revenue Per Call	330	214	277	393	236	263	302	374	299
# of days expenses in Cash	97	20	13	133		21	281	3	71
Net Income excluding County funding	(430,218)	(350,357)	(400,782)	(410,087)	(1,201,675)	(980,777)	(372,243)	(611,859)	(594,750)
Debt to Equity Ratio	1.7%	0.0%	35.5%	19.6%	112.2%	17.1%	0.0%	48.5%	29%
Payroll as % of Revenue	50.8%	68.8%	52.7%	51.2%	48.5%	63.1%	62.3%	59.2%	57%
Cash Trend	Significantly Up	Slightly Up	Slightly Down	Slightly Down	Slightly Down	Significantly Down	Slightly Down	Slightly Up	
Net Income Trend	Slightly Up	Slightly Down	Significantly Down	Significantly Down	Significantly Down	Significantly Down	Slightly Down	Slightly Down	
Financial Condition	Fair	Poor	Poor	Fair	Private Collateral	Poor	Good	Poor	

(1)- Medshore opened up operations in Barnwell and Georgetown Counties during 2014 and used a significant amount of their cash to fund these new operations. Capital assets have increased as a result of these new operations and new debt has been issued as well. Approximately 50% of their operations for 2014 were in Anderson County. Company has also issued distributions to stockholders every year during 2012-2014. Company has very few dialysis patients.

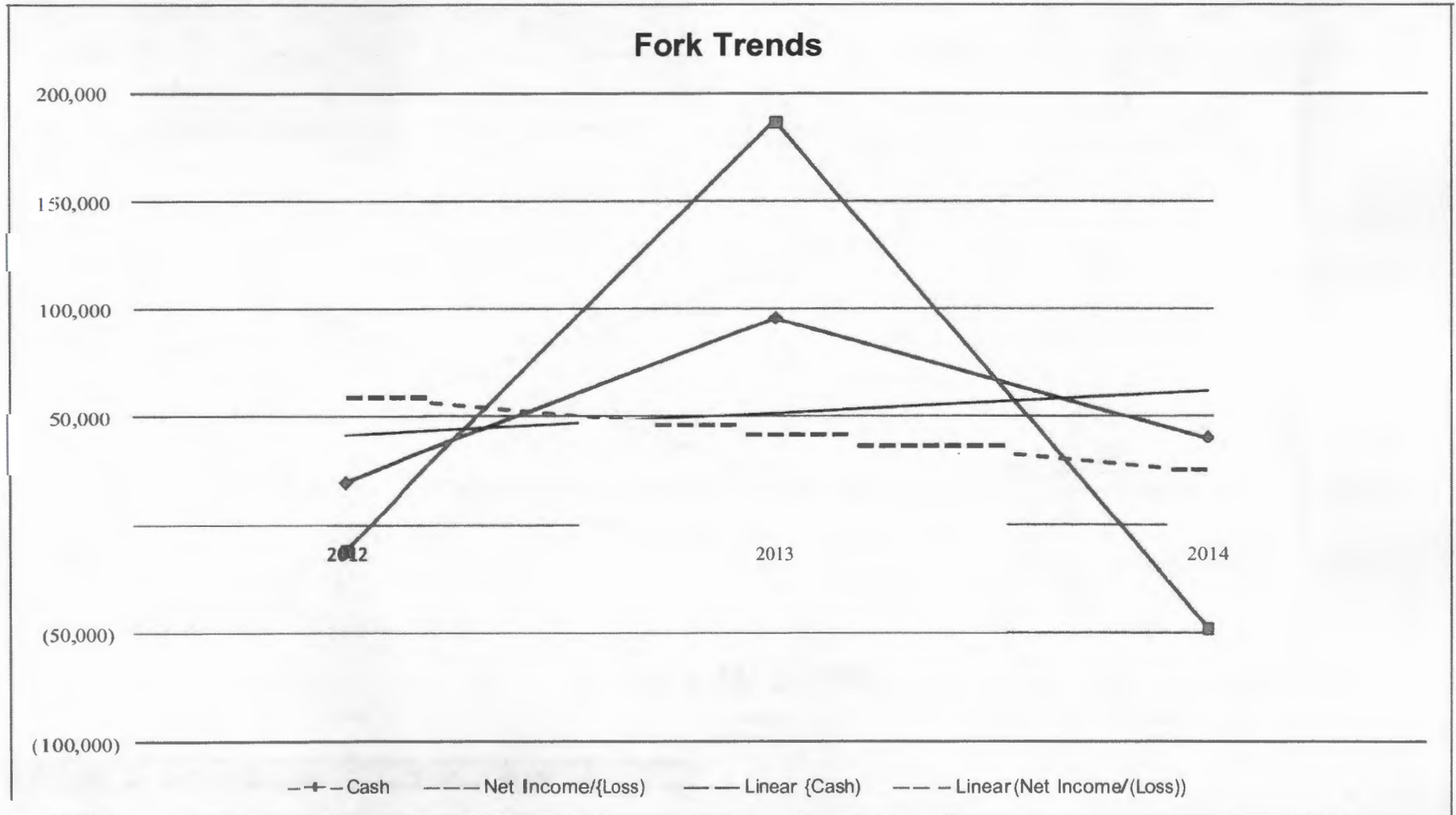
Anderson County EMS Agreed Upon Procedures Report .

DETAIL FINANCIAL ANALYSIS OF SQUADS (CONTINUED)



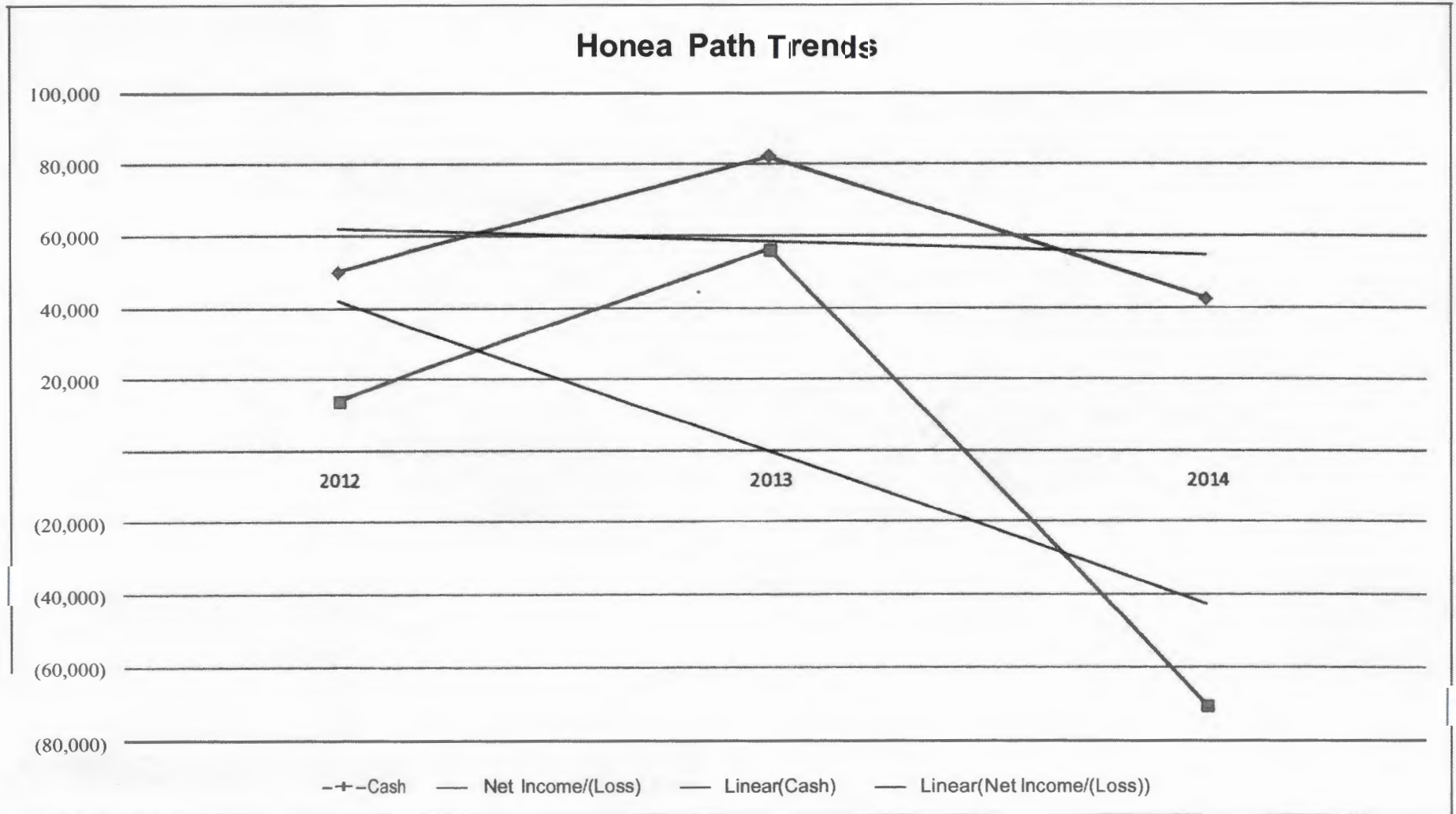
Anderson County EMS Agreed Upon Procedures Report

DETAIL FINANCIAL ANALYSIS OF SQUADS (CONTINUED)



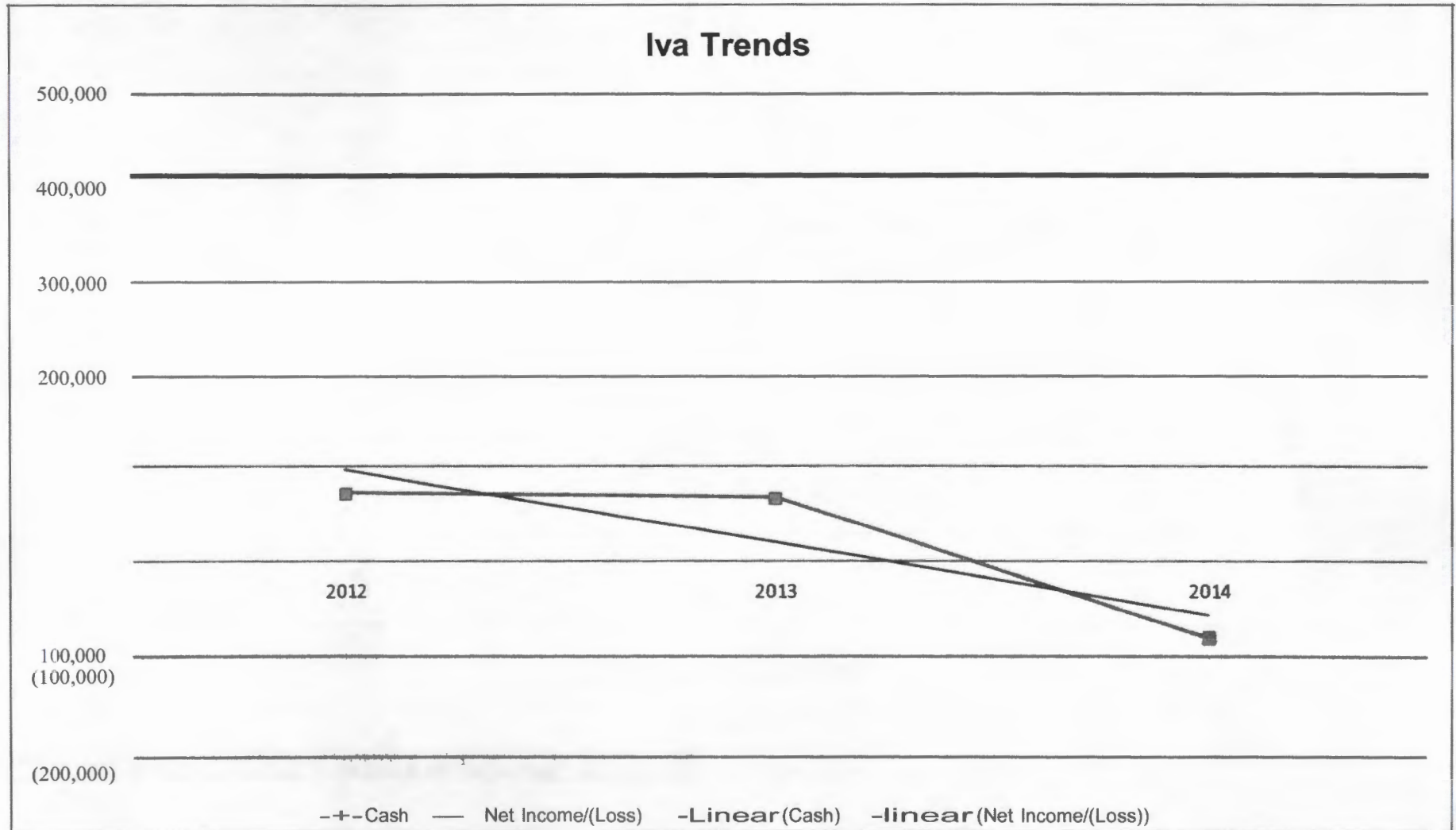
Anderson County EMS Agreed Upon Procedures Report ,

DETAIL FINANCIAL ANALYSIS OF SQUADS (CONTINUED)



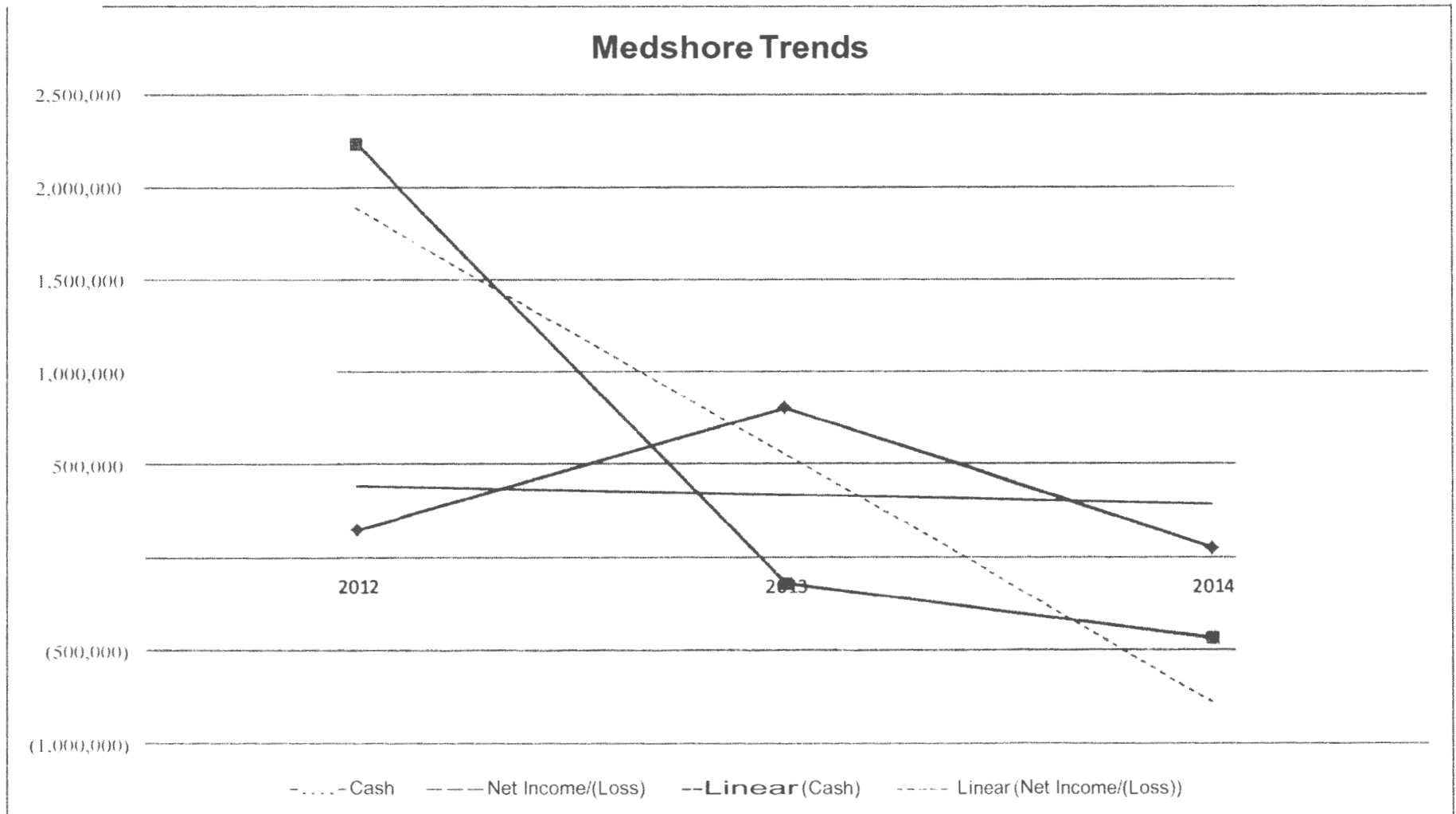
Anderson County EMS Agreed Upon Procedures Report

DETAIL FINANCIAL ANALYSIS OF SQUADS (CONTINUED)



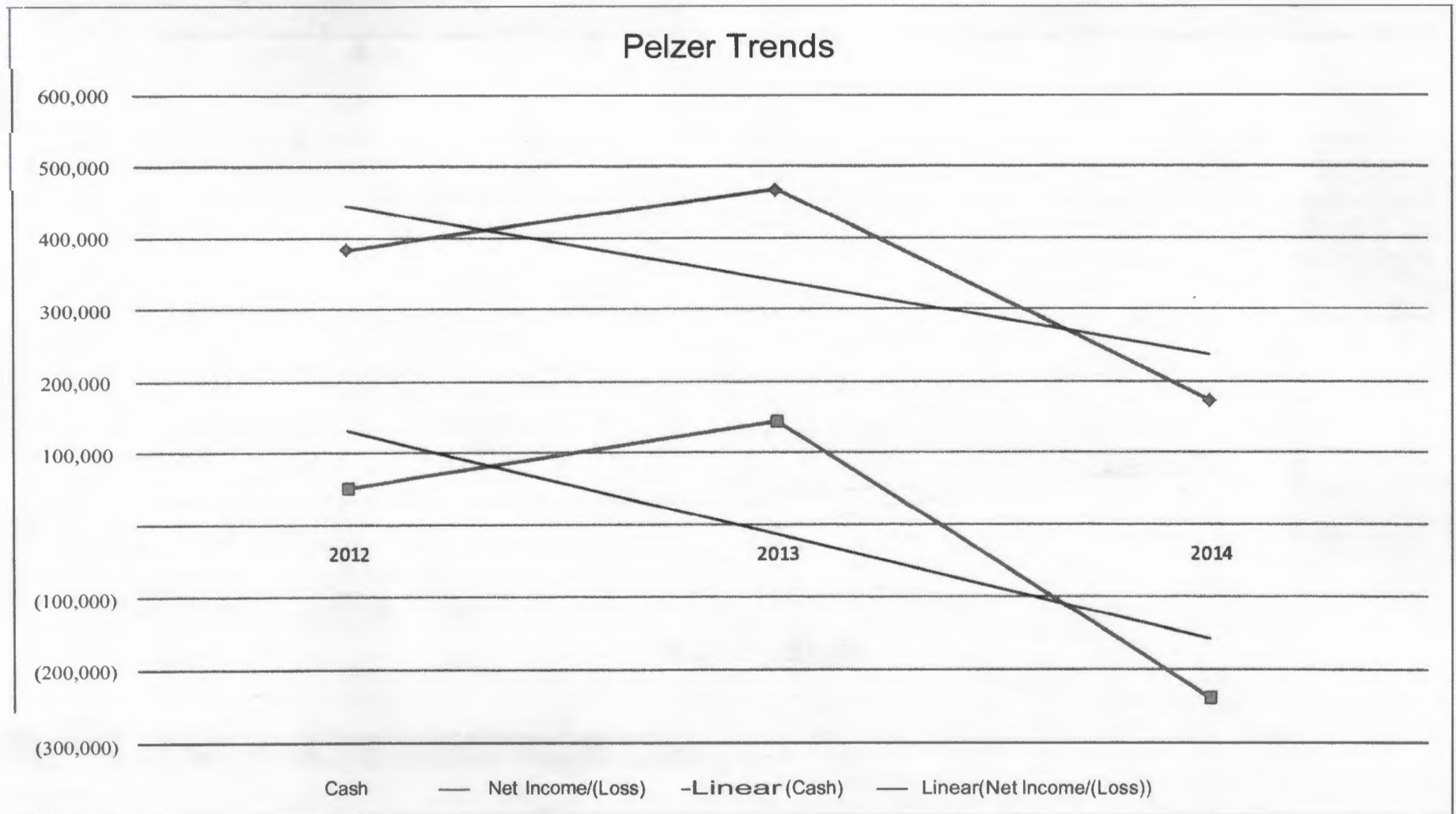
Anderson County EMS Agreed Upon Procedures Report

DETAIL FINANCIAL ANALYSIS OF SQUADS (CONTINUED)



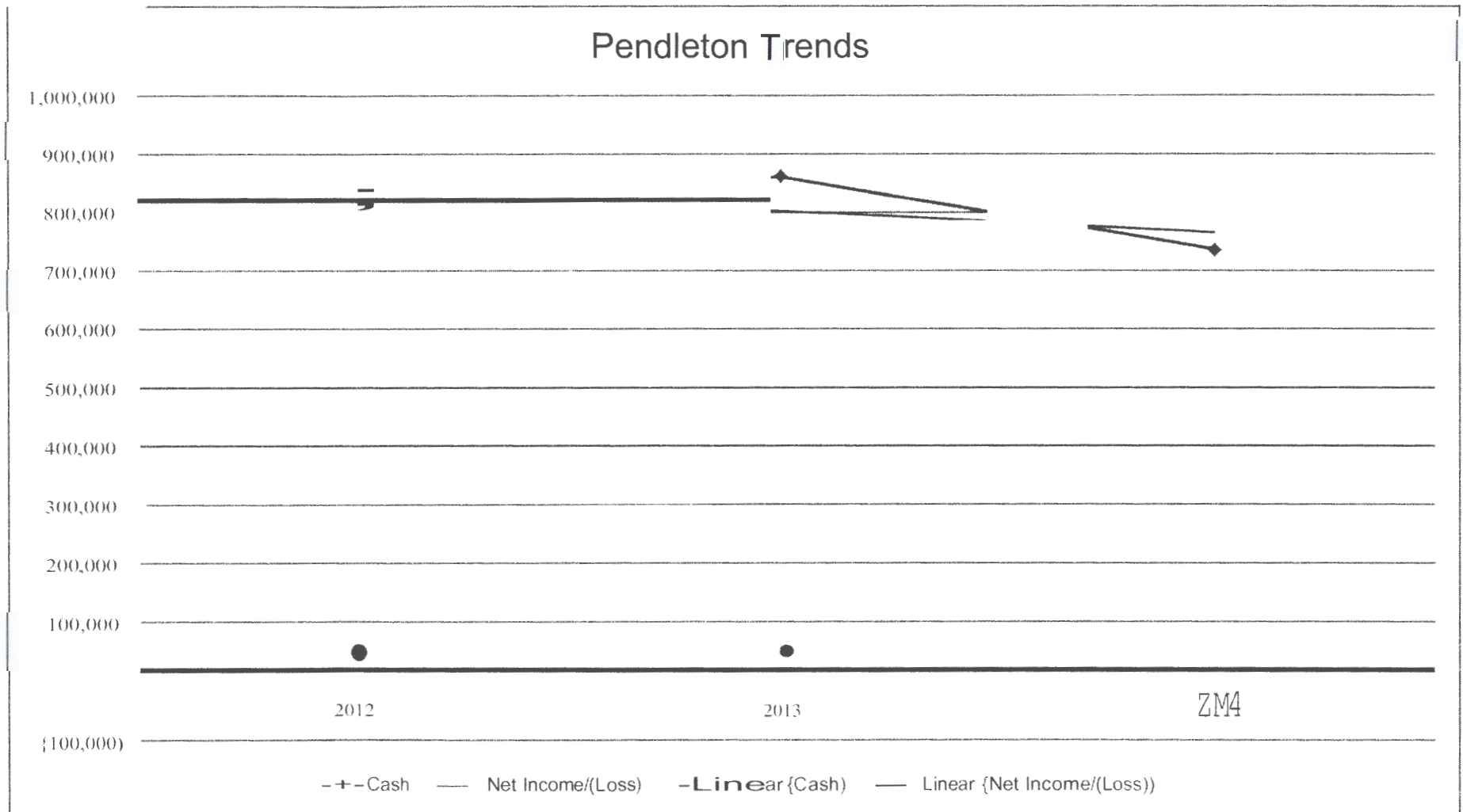
Anderson County EMS Agreed Upon Procedures Report

DETAIL FINANCIAL ANALYSIS OF SQUADS (CONTINUED)



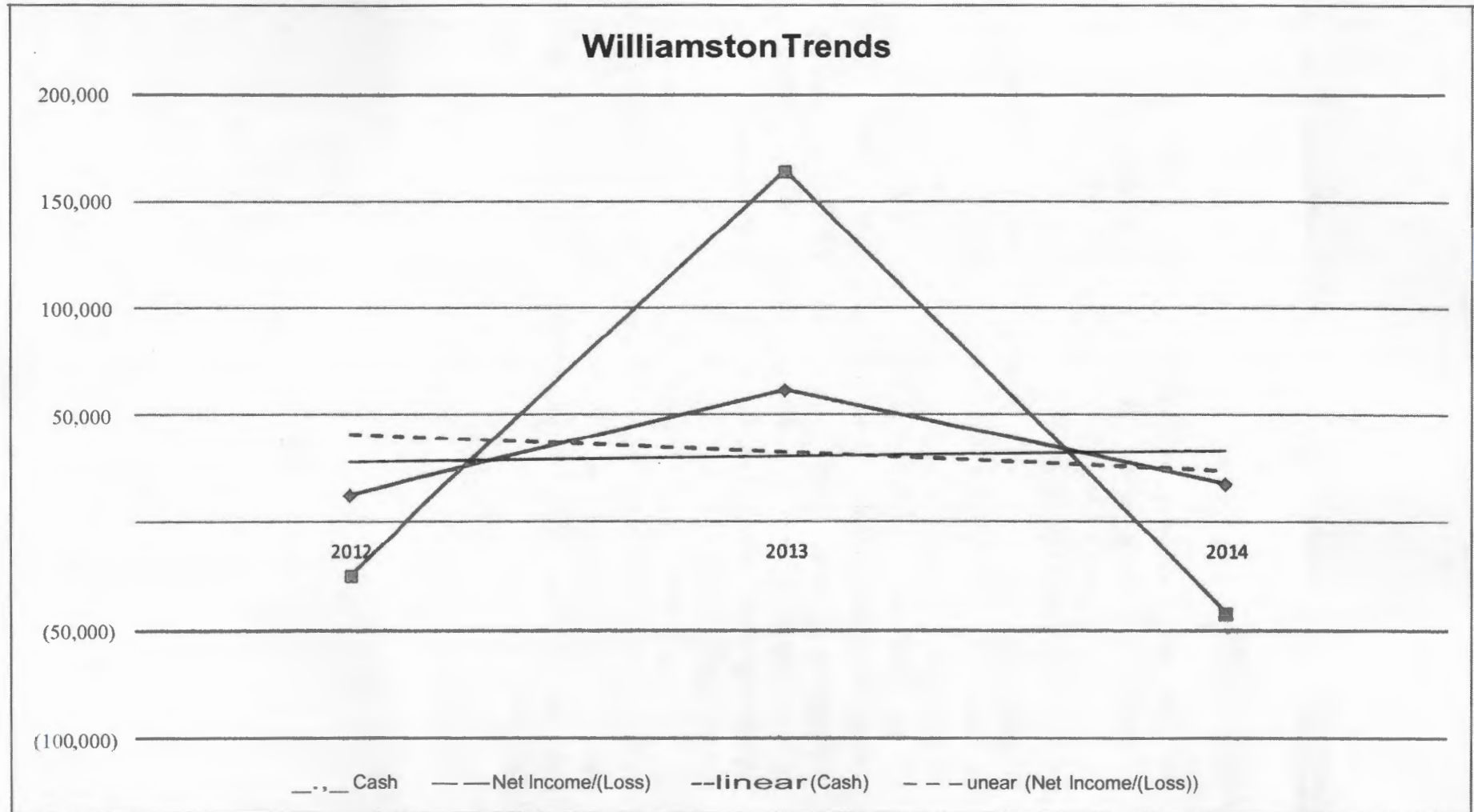
Anderson County EMS Agreed Upon Procedures Report

DETAIL FINANCIAL ANALYSIS OF SQUADS (CONTINUED)



Anderson County EMS Agreed Upon Procedures Report

DETAIL FINANCIAL ANALYSIS OF SQUADS (CONTINUED)



FINAL RESULTS

RECOMMENDATIONS

- A. We recommend the County consider how it could provide stronger leadership and direction to the squads in the areas of communication, financial training, billing training, the potential for sharing of resources, etc. with the purpose of building a stronger County-wide EMS service.
- B. We believe that if the County would proactively plan and lead meetings of all squads for the purpose of discussing what works well and what needs to be improved, most, if not all, squads would experience improvements in their operations and financial condition.
- C. We also recommend the County strengthen its contracts with the squads for the purpose of receiving regular, consistent, accurate and complete financial information, preferably on a monthly basis. The contracts should also ensure that each squad includes accurate and complete billing information, including a detailed analysis of the collectability of receivables. This will enable the County to better monitor the financial condition of each squad.
- D. If the County wants to pursue further options, we recommend the County consider merging some of the EMS service areas/squads in poorer financial condition with those surrounding areas/squads that are in better financial condition. The result should be some administrative and operational savings and more consistent overall County wide EMS operations.

Anderson County EMS Agreed Upon Procedures Report

AGREED UPON PROCEDURES REPORT

Ms. Rita Davis
Anderson County
PO Box 8002
Anderson, South Carolina 29622-8002

At your request and as summarized in our engagement letter dated January 16, 2015, we have performed the procedures enumerated below, which were agreed to by Anderson County ("County"), solely to provide the County with financial analysis services of the eight Emergency Medical Service ("EMS") squads providing EMS within Anderson County. This agreed-upon-procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the County. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

We performed procedures as follows:

1. Review the financial and operating information received and perform financial trend analysis for each squad
2. Review the bank statements and perform a cash flow analysis
3. Any other procedures deemed necessary and appropriate during the agreed upon procedures

The results of our procedures are presented in the prior pages of this document.

We were not engaged to and did not perform an examination, the objective of which would be the expression of an opinion on the above information. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of County management and others within the County and is not intended to be and should not be used by anyone other than these specified parties.

Greene, Finney & Horton LLP

Greene, Finney & Horton, LLP
Mauldin, South Carolina
March 17, 2015

#4a

pg 1 of 3

CAPITAL REQUEST FORM
For Items over \$1,000 each

If your department is not requesting any new Capital (Items over \$1,000) for the FY 2015 - 2016 please write none requested at the bottom of this form, sign and return to the Finance department.

DIVISION: Emergency Services

DEPARTMENT NAME: HazMat

DEPT. NUMBER: 5322

ITEM REQUESTED: Extendo Bed Bedslide for HazMat truck

SPECIFICATIONS:

EB-1575 - 75" ExtendoBed Heavy Duty Series w/ steel frame assembly, mounting hardware, plywood platform (48" W x 75" L) w/ short side rails w/ punched holes (1500 lb standard capacity unit)
Upper platform lg- up to 48" wide x 96" length

REQUESTED AMOUNT: 3,842.00

NOTE: Price should include taxes and shipping and handling charges.

WAS THIS PRICE OBTAINED THROUGH THE PURCHASING DEPARTMENT?

YES ☐ NO ☒
(Circle one)

ITEM TO BE TURNED IN: None

JUSTIFICATION OF REQUESTED ITEM:

The bedslide is needed for the new HazMat vehicle that was acquired through grant 13SHSP17. The LEPC (Local Emergency Planning Committee) that oversees the HazMat funds, approved this purchase during their bimonthly meeting. There is a current balance of \$86,617.26 in the HazMat fund as of 9/9/2015

The cargo bed is installed in the vehicle and provides additional, secure, and ready access to high value chemical and radiological detection equipment and specialized protective equipment. The two level design provides more efficient use of the available space. The slide design provides quick access to equipment during an emergency response

SIGNATURE OF DEPARTMENT MANAGER/DIRECTOR: _____

SIGNATURE OF DIVISION DIRECTOR: _____

V. [Signature]

9-10-15

BUDGET TRANSFER

2 of 3

DIVISION: Sheriff's Office

9.10.15

DEPARTMENT: 5322 - HazMat

FROM:

TO:

AMOUNT:

TITLE Uniforms
ACCT.# 163-5322-000-280

TITLE Capital
ACCT# 163-5322-000-499 \$ 1,842.00

TITLE Lodging
ACCT.# 163-5322-000-293

TITLE Capital
ACCT# 163-5322-000-499 \$ 2,000.00

3,842.00

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

REASON:

Moving money to cover cost of cargo bed slide requested & described in attached capital request.
Quote also attached with 7% tax noted.

Other Quotes: ExtendoBed - \$4,461.00
(3 required verbal) Truck Toyz - Cannot provide this specified bedslide
Auto Truck Toys - Could not provide bedslide

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:

Light-N-Up, LLC

864-574-5002 - Fax
101 Sunset Drive
Roebuck, SC 29376

3 of 3
Quote

Date	Quote #
8/31/2015	5887

Name / Address
Anderson County Sheriff P.O. Box 5497 Anderson, SC 29623

				Rep
				SVA
Item	Description	Qty	Cost	Total
ITEM.	Quote for Extendo Bed according to specs provided			
	EB-1575 - 75" Extended Heavy Duty Series w/steel frame assembly, mounting hardware, plywood platform (48"W x 75"L) w/short side rails w/ punched holes, (1500 lb standard capacity unit)	1	3,240.00	3,240.00
Shipping & Handl	Upper Platform l.g. - up to 48" wide x 96" length Shipping & Handling to Anderson Co. HazMat, 210 McGee Rd., Anderson, SC 29625	1	350.00	350.00
			Subtotal	53,590.00
Quote is good for 3 months from date of issue, This quote may not include Shipping. Thank You			Sales Tax (6.0%) ⁷²	251.30 521.30
			Total	3,841.30 53,841.30
Thank You! for considering Light-N-Up for your equipment and installation needs.				



applied concepts, inc.

2609 Technology Dr.
Plano, TX 75074
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Mgr | Diane Satoren
972-801-4843

QUOTE

182378

46
Pg 1 of 3

Page 1 of 1

Date: 09/16/15

Reg Sales Mgr: | Patrick Popek
804-316-1465

Effective From : 09/16/2015

Valid Through: 12/15/2015

Lead Time: 21 working days

Bill To:	Customer ID: 296242	Ship To:	UPS Ground
Anderson County Sheriff's Dept 305 Camson Road Anderson, SC 29625-1626	Dale McCarley	Anderson County Sheriff's Office 305 Camson Road Anderson, SC 29625-1626	Purchasing Jacky Jackson

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	2	807-0002-00	DSR 2X Radar with Instant On Remote	36	\$2,995.00	\$5,990.00

Ln	Qty	Part Number	Description	Price	Ext Price
18	2	200-0965-00	2X Counting Unit, 1.5 PCB		\$0.00
19	2	200-0875-00	2X Modular LED Display		\$0.00
20	2	200-0326-30	DSR KA Antenna		\$0.00
21	2	200-0326-32	DSR KA Rear Antenna		\$0.00
22	2	200-0918-00	Stalker 2X Instant On Remote Control		\$0.00
23	2	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
24	2	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
25	2	200-0648-00	Display Sun Shield		\$0.00
26	2	200-0243-00	Counting/Display Tall Mount		\$0.00
27	2	200-0244-00	Antenna Dash Mount		\$0.00
28	2	200-0245-00	Antenna Tall Deck Mount		\$0.00
29	2	155-2055-04	Antenna Cable, 4 Ft		\$0.00
30	2	155-2055-16	Antenna Cable, 16 Ft		\$0.00
31	2	155-2283-50	CAN/VSS Power Cable		\$0.00
32	2	200-0619-00	2X User Manual		\$0.00
33	2	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
34	2	060-1000-36	36 Month Warranty		\$0.00
Group Total					\$5,990.00

Product	\$5,990.00	Sub-Total:	\$5,990.00
Discount	\$0.00	Sales Tax 7%	\$421.75
Payment Terms: Net 30 days		Shipping & Handling:	\$35.00
		Total:	\$6,446.75

STALKER

Radar | Lidar

January 27, 2015

To Whom It May Concern:

This is to confirm that all of Applied Concepts, Inc. / Stalker Radar products listed below are manufactured in Stalker's factory in Plano, Texas, in full compliance with the Buy America Act. In addition, all of Applied Concepts, Inc. / Stalker Radar products listed below are in full compliance with the Buy American Act.

- Speed Enforcement Radar: 2X, DSR, Dual, Patrol, & Stalker II
- Speed Enforcement Laser: LIDAR XLR, XS, & LR
- CopTrax In-Car Video Systems
- CopTrax SmartGLASS Body-Worn Systems
- Pole Mounted Display and Pole Mounted Message Display

Our Speed Awareness Trailers are manufactured in Garland, Texas, and include:

- SAM, SAM-R, Arrowmaster, & Message Center 360

Our T5 Thermal/Infrared Camera System is manufactured in Loganville, Georgia.

If you have any questions regarding this and any aspect of Stalker products, please contact your Stalker Regional Sales Manager, or call 1-800-STALKER.

Sincerely,



Alan B. Mead
CEO
Applied Concepts, Inc. / Stalker Radar



STALKER

ISO 9001:2008 Certified Company

The World Leader in Radar and Lidar Technology

Sole Source for STALKER DSR 2X Radar System

To Whom It May Concern:

This is to confirm and verify that Applied Concepts, Inc., 2609 Technology Drive, Plano, TX 75074-7467 is the sole source manufacturer of the **STALKER DSR 2X** Radar System. There is no other radar being manufactured that meets the specifications of the **STALKER DSR 2X** Radar System.

The **STALKER DSR 2X** Radar System can only be purchased directly from Applied Concepts, Inc. or through one of our Regional Sales Managers.

Respectfully Submitted,



Jan Achilles

Sales Administration



applied concepts, inc.

2609 Technology Drive • Plano • TX • 75074-7467 • Phone 972-398-3750 • Fax 972-398-3781 • 1-800-STALKER
006-0435-00 Rev B

Christmas Designers.com

#4c
pg 1 of 5

<http://store.christmasdesigners.com/Christmas-Trees/>

Tree Topper

\$1,953.00 – \$2,447.00

Tree Ornament Theme Package

\$7,625.00

30,340.75*+
2,447.00 +
7,625.00 +
40,412.75 *

20f5



34' Majestic Mountain Pine Tree

Was: \$35,695.00

Now: \$30,340.75

SKU: T-34-5MM

Commercial Indoor/Outdoor Christmas Tree

- Tree Height: 34'
- Base Diameter: 13' - 19' with foliage
- # of Branches: 245
- Type of Light Set: 5 mm Wide Angle Conical LED
- Grade of Light Set: Commercial Grade, Long Life
- Bulb Color: Warm White (Also available in Multi)
 - # of Bulbs: 25550
 - Wattage: 2452.8
 - Amperage: 21.33
- Tree Usage Rating: Indoor or Outdoor Use
- Frame Type: 2' high strength concentric stacking frames
- Expandable Size: Yes, additional rings can be purchased to increase the size of the tree.
 - Guy Line Attachment: Yes, from inside center of tree
 - Hardware: Commercial Grade and Certified by UL (UL508)
- Electrical Harness: 14 gauge double strand wire with thermo jacketed 3 prong plugs
 - Steel Rings: 1" x .065 sq. steel tubing ASTM A513

Watch us setup a Majestic Mountain Pine!

WEBSITE: <http://store.christmasdesigners.com/34-Majestic-Mountain-Pine-Commercial-Christmas-Tree.html>



32' Oregon Cascade Fir Tree

Was: \$45,435.00

Now: \$36,350.00

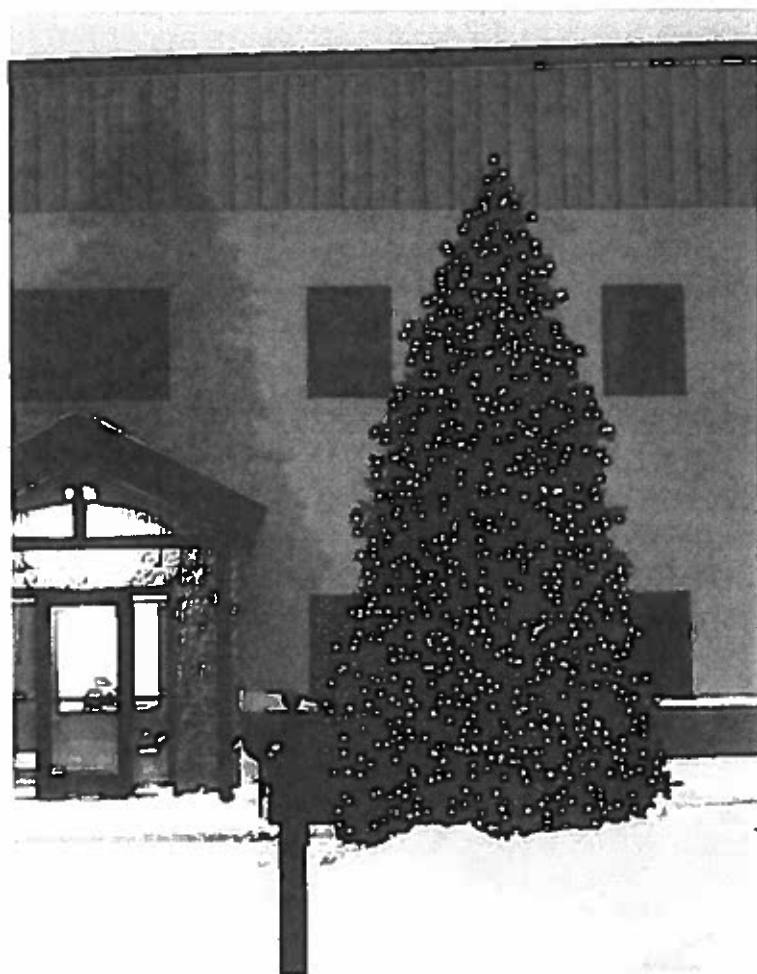
SKU: TRE-32LED-WAC

Commercial Indoor/Outdoor Christmas Tree

- Base Diameter: 18'
- # of Branches 264
- # of Bulbs: 18,480

- Type of Light Set: 5 mm Wide Angle Conical LED
- Grade of Light Set: Commercial Grade, Long Life
- Bulb Color: Warm White (Also available in Multi)
- Wattage: 924 Watts
- Amperage: 8.03 Amps
- Weight: 2400 lbs
- Tree Usage Rating: Indoor or Outdoor Use
- Frame Type: 2' high concentric stacking frames
- Expandable Size: Yes, additional rings can be purchased to increase the size of the tree.
- Guy Line Attachment: Yes, from inside center of tree
- Hardware: Commercial Grade and Certified by UL (UL508)
- Electrical Harness: 14 gauge double strand wire with thermo jacketed 3 prong plugs
- Branch Garland Type: 3 ply flame and UV resistant PVC film in KS 130 thickness
- Steel Rings: 1" x .065 sq steel tubing ASTM A513
- Manufactured: Made in the USA

WEBSITE: <http://store.christmasdesigners.com/Commercial-Christmas-Trees/Oregon-Cascade-Fir-Commercial-Christmas-Trees-Starting-at-16-ft/Commercial-Christmas-Trees-LED-Mini-Lights/32-ft-Oregon-Cascade-Fir-Commercial-Christmas-Tree.html>



Grand Teton Warm White LED

Regular Price: \$84,999.98

Special Price: \$42,499.99

Specifications

Height: 34 Foot

Width: 194 Inches

Lights: 26000 Warm White Wide Angle LED Lights.

Utilizes Energy-Efficient, Durable LED Technology.

Replacement Bulbs

This tree comes with a package of replacement bulbs

Branch Tips: 55999 PVC Branch Tips.

Branch Material

This branch needle is made of PVC. PVC is the standard artificial Christmas foliage

Usage: Indoor/Outdoor Use

Assembly:

This tree utilizes a heavy duty frame construction. Assemble tree frame by completing the bottom section first and continuing up with each subsequent 3.5 Foot section. Connect all electrical/wiring harnesses if applicable. Starting at the top of the tree, fully hook branch on metal frame by inserting branch rod into branch holder attached to frame. Connect the plug from each branch to the plug on each layer as shown.

Extension cords and power strips are not included with this tree. The installation will depend on the number and type of lights on the tree, where the tree is placed in proximity to the power source, and the type of power source itself. Please consult an electrician regarding these issues. If using outside, all electrical connections need to be protected from moisture.

Warranty: 10 Year Construction, 5 Year Seasonal

Safety: UL Listed lights with anti-twist sockets.

Construction: Durable frame construction. Branches hook onto frame.

Power Cord: Power cords not included. Please consult electrician.

Stand: Durable frame construction.

WEBSITE: <http://www.steingg.com/shop/grand-teton-warm-white-led-34-foot.html>



Giant Sequoia Commercial Christmas Tree

5.45

Spread Christmas cheer with our most realistic giant commercial Christmas tree. Extremely durable, professional quality construction, LED lights, and dense foliage - all at a great price!

- Professionally strung LED lights
- Premium grade UL-approved lights
- Super energy saving LED lights are virtually indestructible
- Dark green weather resistant foliage for all outdoor conditions
- UV-treated branches add extra resilience
- Crush-resistant 2mm PVC needles
- Easy and compact post-season storage - steel rings nest together
- Concentric steel rings stack to form the conical shape of the tree
- For height adjustment, simply add to or reduce the number of circles at the bottom
- Color-coding makes assembly foolproof
- Bolts come in universal sizes, so parts are interchangeable
- Starting at the top, branches attach to the frame
- All branches are identical in size, making them interchangeable.
- Each pre-lit branch plugs into a commercial-quality UL-listed electric socket
- Heavy gauge galvanized wire
- Manufacturer's warranty (10 years for tree/frame, 5 years for LED lights)

Regular Price \$84,999.98

Special Price \$42,499.99

Overview Specifications

Height 34 Foot

Width 194 Inches

Lights 26000 Warm White Wide Angle LED Lights. Utilizes Energy-Efficient, Durable LED Technology.

Replacement Bulbs:

This tree comes with a package of replacement bulbs.

Branch Tips:

55999 PVC Branch Tips

Branch Material:

This branch needle is made of PVC. PVC is the standard artificial Christmas foliage.

Usage:

Indoor/Outdoor Use

Assembly:

This tree utilizes a heavy duty frame construction. Assemble tree frame by completing the bottom section first and continuing up with each subsequent 3.5 Foot section. Connect all electrical wiring harnesses if applicable. Starting at the top of the tree, fully hook branch or metal frame by inserting branch rod into branch holder attached to frame. Connect the plug from each branch to the plug on each layer as shown.

Extension cords and power strips are not included with this tree. The installation will depend on the number and type of lights on the tree, where the tree is placed in proximity to the power source, and the type of power source itself. Please consult an electrician regarding these issues. If using outside, all electrical connections need to be protected from moisture.

Warranty:

10 Year Construction, 5 Year Seasonal

Safety:

UL Listed lights with anti-flicker sockets

Construction:

Durable frame construction. Branches hook onto frame.

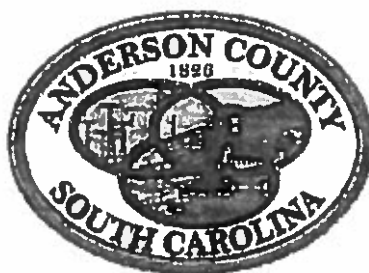
Power Cord:

Power cords not included. Please consult electrician.

Stand:

Durable frame construction.

WEBSITE – <http://www.santasquarters.com/artificial-christmas-trees/giant-christmas-trees/giant-sequoia-tower-tree/>



5

June 2, 2015

Tommy Dunn
Chairman
Council District 5

Ken Watkin
Vice Chairman
Council District 6

Francis M. Crowder, Sr.
Council District 1

Grace 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. Paulin
Clerk to Council

Rusty Burns
County Administrator

Dr. Ronnie L. Booth, President
Tri-County Technical College
P.O. Box 587
Pendleton, SC 29670

RE: Pendleton Campus Student Success Center/Central Plant

Dear Dr. Booth:

I am writing to advise you of Anderson County Council's support for the Tri-County Technical College Pendleton Campus Student Success Center and Improvement to the Central Plant. Anderson County understands that these improvements to the Pendleton Campus will be funded through a bond issue and that the bond will be jointly paid by the Counties of Anderson, Pickens and Oconee. It is anticipated that Anderson County's commitment will be no greater than fifty percent (50%) of the total expected bonded amount of 27 million dollars. The approval for Anderson County to contribute to paying its proportionate share of the bonded indebtedness beginning in fiscal year 2017 (tax year 2016) for this project will require a separate action by Anderson County.

We look forward to continuing to work with the College on this project.

Sincerely,

Tommy Dunn, Chairman
Anderson County Council

2015-2016 Fiscal Year
Anderson County Council
2015-2016 Fiscal Year
2015-2016 Fiscal Year
2015-2016 Fiscal Year

DEPARTMENTAL TRANSFERS

For Budget Year 2014 - 2015

Mark APPROVED	DEPARTMENT NAME	ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
Finance Meeting of: Council Meeting:	10/1/2015 10/6/2015				
1	Building Maintenance	Rent - Building 001-5021-000-246	Electricity and Gas 001-5021-000-212	15,425.94	Needed to pay June utility invoices
2	Building Maintenance	Water and Sewer 001-5021-000-286	Telephone 001-5021-000-275	1,013.73	IPad and Cels
3	Economic Development	Travel 001-5031-000-279	Photocopy Maintenance 001-5031-000-347	1,300.00	Copies for office use and potential clients of Anderson Co
4	Treasurer	Supplies - Office 001-5042-000-269	Training 001-5042-000-277	1,118.01	SCATT training
5	Treasurer	Repairs 001-5042-000-252	Service Contracts 001-5042-000-375	681.67	Needed equipment repairs
6	Parks Department	Insurance -Health 001-5065-000-160	Uniforms and Clothing 001-5065-000-280	3,848.21	Volunteers for Saluda River Rally
7	Parks Department	Part time 001-5065-000-102	Park Maintenance 001-5065-000-253	3,950.00	ADA access improvements for Equinox park
8	Parks Department	Medicare 001-5065-000-135	Park Maintenance 001-5065-000-253	270.00	ADA access improvements for Equinox park
9	Parks Department	Insurance -Health 001-5065-000-160	Supplies - Office 001-5065-000-269	310.00	To purchase camera to document construction process at Parks
10	Parks Department	Social Security 001-5065-000-130	Park Maintenance 001-5065-000-253	120.00	ADA access improvements for Equinox park
11	Parks Department	Insurance -Health 001-5065-000-160	Professional Services 001-5065-000-304	1,500.00	ADA access improvements for Equinox park
12	Parks Department	Advertising 001-5065-000-201	Printing 001-5065-000-245	200.00	Signs for Green Pond opening
13	Parks Department	Advertising 001-5065-000-201	Photocopy Maintenance 001-5065-000-347	810.00	Flyers, presentation resulted in larger that anticipated color copies
14	Seniors	Food 001-5066-002-215	Supplies -Office 001-5066-002-269	5.00	Supplies for Special events held for Seniors
15	Seniors	Insurance - Vehicles 001-5066-002-228	Telephone 001-5066-002-275	6.00	June Invoice
16	Seniors	Awards and Recognitions 001-5066-002-217	Photocopy Equipment 001-5066-002-347	200.00	Copy cost increases with number of copies
17	Seniors	Fuel and Oil 001-5066-002-216	Photocopy Equipment 001-5066-002-347	117.29	Copy cost increases with number of copies
18	Seniors	Food 001-5066-002-215	Photocopy Equipment 001-5066-002-347	77.00	Copy cost increases with number of copies
19	Development Standards	Books and Publications 001-5069-000-204	Photocopy Equipment 001-5069-000-347	235.34	Unexpected request for maps, and daily copies for a variance of requests

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19 10452

DEPARTMENTAL TRANSFERS

For Budget Year 2014 - 2015

Mark APPROVED	DEPARTMENT NAME	ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
Finance Meeting of: Council Meeting:	10/1/2015 10/6/2015				
20	Development Standards	Computer Software 001-5069-000-209	Photocopy Equipment 001-5069-000-347	385.60	Unexpected request for maps, and daily copies for a variance of requests
21	Development Standards	Registration Fees 001-5069-000-294	Photocopy Equipment 001-5069-000-347	51.64	Unexpected request for maps, and daily copies for a variance of requests
22	Purchasing	Fuel and Oil 001-5091-000-216	Repairs 001-5091-000-252	200.00	Aging vehicles , higher repairs
23	Purchasing	Fuel and Oil 001-5091-000-216	Telephone 001-5091-000-275	120.00	Mobile and landlines exceeded budget projections
24	Purchasing	Fuel and Oil 001-5091-000-216	Photocopy Equip Maintenance 001-5091-000-347	50.00	Increase in number of copiers for bids, RFP and etc.
25	Animal Shelter	Supplies - Cleaning 001-5111-000-265	Water and Sewer 001-5111-000-286	1,368.09	Needed due to water leaks
26	Animal Shelter	Travel 001-5111-000-279	Lodging 001-5111-000-293	374.10	Training for veterinarian
27	Animal Shelter	Supplies -Medical 001-5111-000-283	Supplies - Animal Shelter 001-5111-000-292	568.15	Due to court case additional supplies were needed
28	Animal Shelter	Supplies - Chemical 001-5111-000-264	Training 001-5111-000-277	414.98	Euthanasia certification for 5 employees
29	Animal Shelter	Supplies - Office 001-5111-000-269	Telephone 001-5111-000-275	10.36	Utility needs
30	Animal Shelter	Professional Services 001-5111-000-304	Capital 001-5111-000-499	74.60	Additional 1% Sales tax
31	Coroner	Fuel and Oil 001-5131-000-216	Meals 001-5131-000-236	857.46	Attendance of SC Coroner's Assoc meeting
32	Coroner	Travel 001-5131-000-279	Lodging 001-5131-000-293	188.26	Attendance of SC Coroner's Assoc meeting
33	Detention Center	Repairs to Equipment 001-5141-000-251	Dues and Subscriptions 001-5141-000-211	100.00	American Jail Association
34	Detention Center	Repairs to Equipment 001-5141-000-251	Repairs to Building 001-5141-000-250	3,200.00	Ageing building requiring more repairs and upkeep
35	Detention Center	Uniforms 001-5141-000-280	Water and Sewer 001-5141-000-286	4,000.00	ECU - June invoice
36	Sheriff	Salaries 001-5161-000-101	Part time 001-5161-000-102	6,000.00	School Crossing Guards
37	Sheriff	Fuel and Oil 001-5161-000-216	Training 001-5161-000-277	5,700.00	Maintain officer certifications
38	Sheriff	Fuel and Oil 001-5161-000-216	Water and Sewer 001-5161-000-286	1,900.00	ECU - June invoice

DEPARTMENTAL TRANSFERS

For Budget Year 2014 - 2015

Mark APPROVED	DEPARTMENT NAME	ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
Finance Meeting of: Council Meeting:	10/1/2015 10/6/2015				
39	Sheriff	Fuel and Oil 001-5161-000-216	Professional Service 001-5161-000-304	24,600.00	Lawsuit and Pawn Shop purchases for stolen goods
40	Sheriff	Fuel and Oil 001-5161-000-216	Communication Equipment 001-5161-000-307	5,100.00	Mobile Communications
41	Environmental Enforcement	Postage 001-5182-000-243	Supplies - Office 001-5182-000-269	350.00	Batteries and General office supplies
42	Emergency Preparedness	Supplies - Office 001-5212-000-269	Water and Sewer 001-5212-000-286	700.00	Expenses were high due to a leak. Currently in the process of repairing and seeking a refund
43	Communications	Repairs to Building 001-5213-000-250	Repairs to Equipment 001-5213-000-251	23.00	Printer repairs
44	Communications	Repairs to Building 001-5213-000-250	Rental of Land 001-5213-000-254	1.00	Rent for 911 Center
45	Communications	Supplies - Office 001-5213-000-269	Telephone 001-5213-000-275	3,500.00	Increase in phone lines and modems
46	Communications	Fuel and Oil 001-5213-000-216	Telephone 001-5213-000-275	833.00	Increase in phone lines and modems
47	Fleet Services	Supplies - Shop 001-5226-000-262	Repairs 001-5226-000-252	685.61	Part and Labor charged for Fleet vehicles
48	Fleet Services	Contracted Labor - Outside 001-5226-000-324	Supplies - Purchased 001-5226-000-262	12,900.00	Parts and supplies purchased to cover repairs of all County vehicles
49	Health Department	Part time 001-5331-000-102	Electricity and Gas 001-5331-000-212	2,100.00	Utility increased and higher than budget projections
50	Health Department	Telephone 001-5331-000-275	Electricity and Gas 001-5331-000-212	825.00	Utility increased and higher than budget projections
51	Building Codes	Fuel and Oil 001-5411-000-216	Insurance - Vehicles 001-5411-000-228	200.00	Higher than expected during budget projections
52	Building Codes	Fuel and Oil 001-5411-000-216	Telephone 001-5411-000-275	1,600.00	June Invoices - Verizon and AT and T
53	ASEC	Salaries 001-5955-000-101	Telephone 001-5955-000-275	341.22	A record number events was held. 80% above FY 14 means more needs in these areas
54	ASEC	Salaries 001-5955-000-101	Uniforms and Clothing 001-5955-000-280	293.39	A record number events was held. 60% above FY 14 means more needs in these areas
55	ASEC	Salaries 001-5955-000-101	Water and Sewer 001-5955-000-286	1,024.50	A record number events was held. 60% above FY 14 means more needs in these areas
56	ASEC	Salaries 001-5955-000-101	Photocopy 001-5955-000-347	243.11	A record number events was held. 60% above FY 14 means more needs in these areas
57	Between Departments	Salaries 001-5955-000-101	Sports Complex - Part time 001-5955-001-102	518.70	Additional needed to work the additional events

DEPARTMENTAL TRANSFERS

For Budget Year 2014 - 2015

	Mark APPROVED	DEPARTMENT NAME	ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
		10/1/2015 10/6/2015				
58	Finance Meeting of: Council Meeting:	Between Departments	Salaries 001-5955-000-101	Sports Complex - Health Insurance 001-5955-001-160	279.50	Changes in Insurance
59		Between Departments	Salaries 001-5955-000-101	Sports Complex - Electricity and Gas 001-5955-001-212	14,089.09	Record number of event held at the complex increasing usage of equipment
60		Between Departments	Salaries 001-5955-000-101	Sports Complex - Repairs 001-5955-001-252	1,258.77	Record number of event held at the complex increasing usage of equipment
61		SRO - School Dist. 2	Overtime 112-5968-000-103	Health Insurance 112-5968-000-160	2,955.00	To cover personnel accounts that were under budgeted. This is 100% reimbursable from school district.
62		SRO - School Dist. 2	Fuel and Oil 112-5968-000-216	Health Insurance 112-5968-000-160	1,755.00	To cover personnel accounts that were under budgeted. This is 100% reimbursable from school district.
63		SRO - School Dist. 2	Repairs 112-5968-000-252	Health Insurance 112-5968-000-160	1,260.00	To cover personnel accounts that were under budgeted. This is 100% reimbursable from school district.
64		Public Defender	Anderson - Dues 114-5056-000-211	Anderson - Meals 114-5056-000-236	825.00	Out of town classes requiring additional out of town meals
65		Public Defender	Oconee - Part time 114-5056-001-102	Oconee - Retirement 114-5056-001-120	6.00	Expenses exceeded projected budget
66		Public Defender	Oconee - Books 114-5056-001-204	Oconee - Meals 114-5056-001-236	85.00	Out of town classes requiring additional out of town meals
67		SRO - School Dist. 1	Overtime 121-5825-000-103	Worker's Comp 121-5825-000-150	1,975.00	To cover personnel accounts that were under budgeted. This is 100% reimbursable from school district.
68		SRO - School Dist. 1	Overtime 121-5825-000-103	Health Insurance 121-5825-000-160	260.00	To cover personnel accounts that were under budgeted. This is 100% reimbursable from school district.
69		SRO - School Dist. 1	Fuel and Oil 121-5825-000-216	Health Insurance 121-5825-000-160	590.00	To cover personnel accounts that were under budgeted. This is 100% reimbursable from school district.
70		SRO - School Dist. 5	COLA 136-5883-000-115	Overtime 136-5883-000-103	665.00	To cover personnel accounts that were under budgeted. This is 100% reimbursable from school district.
71		SRO - School Dist. 5	COLA 136-5883-000-115	Worker's Comp 136-5883-000-150	3,435.00	To cover personnel accounts that were under budgeted. This is 100% reimbursable from school district.
72		SRO - School Dist. 5	COLA 136-5883-000-115	Health Insurance 136-5883-000-160	465.00	To cover personnel accounts that were under budgeted. This is 100% reimbursable from school district.
73		SRO - School Dist. 4	COLA 166-5243-000-115	Worker's Comp 166-5243-000-150	1,580.00	To cover personnel accounts that were under budgeted. This is 100% reimbursable from school district.
74		SRO - School Dist. 4	Fuel and Oil 166-5243-000-216	Insurance - Vehicles 166-5243-000-228	520.00	Additional vehicle added to insurance.
75		Wastewater	Professional Services 410-5612-641-304	Water and Sewer 410-5612-641-286	2,434.06	Water usage at pump stations & 6 820 WWTP
76		Wastewater	Collection Fee - WAW 410-5612-641-381	Collection Fee - SCAC 410-5612-641-384	144.40	Collected more that expected

40652

DEPARTMENTAL TRANSFERS

For Budget Year 2014 - 2015

Mark APPROVED	DEPARTMENT NAME	ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
Finance Meeting of: Council Meeting:	10/1/2015 10/6/2015				
77	Wastewater	Collection Fee - WAW 410-5612-641-381	Collection Fee - POW 410-5612-641-386	4,254.49	Collected more than expected
78	Wastewater	Professional Services 410-5612-641-304	Dues and Subscriptions 410-5612-641-211	67.70	Certifications for new employee
79	Wastewater	Professional Services 410-5612-641-304	Engineering 410-5612-641-311	1,489.47	On-call regulatory consulting service
80	Wastewater	Professional Services 410-5612-641-304	Electricity and Gas 410-5612-641-212	8,006.47	52 pump stations and 6 & 20 WWTP
81	San C & D	Overtime 420-5954-002-103	IRF 420-5954-002-118	80.00	Tort Liability
82	Airport	Health Insurance 440-5775-000-160	Worker's Comp 440-5775-000-150	1,425.00	To cover Workmen's Compensation premium
83	Airport - Mechanics	Health Insurance 440-5775-001-160	Worker's Comp 440-5775-001-150	960.00	To cover Workmen's Compensation premium
84	Parks	Part time 001-5085-000-102	Overtime 001-5085-000-103	12.00	To clear Personnel account for FY 2015
85	Employee Benefits	GASB 001-5831-000-170	Insurance Reserve Fund 001-5831-000-118	105.00	Tort Liability
86	Airport	Registrations Fees 440-5775-000-294	Dues 440-5775-000-211	500.00	New Manager Involved in more organizations
87	Airport	Insurance - Vehicles 440-5775-000-228	Insurance - Equipment 440-5775-000-225	250.00	Purchase of additional equipment that needed to be insured
88	Airport	Repairs 440-5775-000-252	Repairs to Equipment 440-5775-000-251	60.00	Unexpected repairs to existing equipment
89	Airport	Electricity and Gas 440-5775-000-212	Water and Sewer 440-5775-000-286	120.00	Replace damaged manhole cover
90	Infrastructure	CIP 196-5322-000-401	T/O - Grants 196-6500-100-102	36,500.00	Spec Building
91	WWTP	Professional Services 410-5612-641-304	Engineering 410-5612-641-311	18,170.00	Additional engineering required for 6 & 20 WWTP

DATE _____ Kimberly Poulin, Clerk to Council

5 of 52

60 fsl

BUDGET TRANSFER

DIVISION: Central Services

DEPARTMENT: Buildings & Grounds

FROM:		TO:	AMOUNT:
TITLE	<u>Rent - Building</u>	<u>Electricity & Gas</u>	
ACCT.#	<u>001-5021-000-248</u>	<u>001-5021-000-212</u>	<u>15,425.94</u>
TITLE	<u>Water & Sewer</u>	<u>Telephone</u>	
ACCT.#	<u>001-5021-000-288</u>	<u>001-5021-000-275</u>	<u>1,013.73</u>
TITLE	_____	_____	_____
ACCT.#	_____	_____	_____
TITLE	_____	_____	_____
ACCT.#	_____	_____	_____
TITLE	_____	_____	_____
ACCT.#	_____	_____	_____
TITLE	_____	_____	_____
ACCT.#	_____	_____	_____
TITLE	_____	_____	_____
ACCT.#	_____	_____	_____

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

REASON:

212- Please transfer funds to cover negative balances for fiscal year end 2014-2015 - June invoice
 275- Please transfer funds to cover negative balances for fiscal year end 2014-2015 - Venue, Trade Shows

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

DEPT. HEAD: [Signature] DATE: 9/15/15
 DIVIS HEAD: [Signature] DATE: 9/25/15
 FINANCE: _____ DATE: _____
 ADMINISTRATOR: [Signature] DATE: 9-28-15
 Journal Entry # _____ DATE: _____

FY 14-15

1.452

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Economic Development

FROM:

TO:

AMOUNT:

TITLE Travel

ACCT.# 001-5031-000-279

TITLE Photocopy Equip Maint

ACCT# 001-5031-000-347

1,300.00

TITLE

ACCT.#

TITLE

ACCT#

TITLE

ACCT#

TITLE

ACCT#

Total

1,300.00

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

REASON:

Copies for potential clients.

Increase in costs comes from increase in number of copies

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: 9-29-15

DATE: _____

FY 14-15

8 of 52

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Treasurer (5042)

FROM:		TO:	AMOUNT:
TITLE	<u>Office Supplies</u>	TITLE	<u>Employee Training</u>
ACCT.#	<u>001-5042-000-289</u>	ACCT#	<u>001-5042-000-277</u> \$ <u>1,118.02</u>
TITLE	<u>Repairs</u>	TITLE	<u>Service Contracts</u>
ACCT.#	<u>001-5042-000-252</u>	ACCT#	<u>001-5042-000-375</u> \$ <u>681.67</u>

Explain, in COMPLETE DETAIL, the reason for the transfer.**REASON:**Increased SCATT training requirements; Several additional repairs to equipment incurred

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:

9/10/20159-17-15

FY 14-15

9.052

BUDGET TRANSFERDIVISION: Parks, Recreation & TourismDEPARTMENT: Parks

FROM:		TO:		AMOUNT:
TITLE	<u>Health Insurance</u>	TITLE	<u>Uniforme & Clothing</u>	
ACCT.#	<u>001-6066-000-160</u>	ACCT#	<u>001-6066-000-280</u>	\$ <u>3,848.21</u>
TITLE	_____	TITLE	_____	
ACCT.#	_____	ACCT#	_____	\$ _____
TITLE	_____	TITLE	_____	
ACCT.#	_____	ACCT#	_____	\$ _____

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

Due to a larger than expected volunteer and partnership number Saluda River Rally more t-shirts were ordered than anticipated when budget was prepared.

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

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

FY14-15

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

BUDGET TRANSFERDIVISION: Parks, Recreation & TourismDEPARTMENT: Parks

FROM:		TO:	AMOUNT:
TITLE	<u>Salaries Temp/Part Time</u>	TITLE	<u>Park Maintenance</u>
ACCT.#	<u>001-5065-000-120-102</u>	ACCT#	<u>001-5065-000-253</u> \$ <u>3,950.00</u>
TITLE	<u>Medicare</u>	TITLE	<u>Park Maintenance</u>
ACCT.#	<u>001-5065-000-136</u>	ACCT#	<u>001-5065-000-253</u> \$ <u>270.00</u>
TITLE	<u>Health Insurance</u>	TITLE	<u>Supplies - Office</u>
ACCT.#	<u>001-5065-000-160</u>	ACCT#	<u>001-5065-000-289</u> \$ <u>310.00</u>
	<u>Social Sec.</u>		<u>Park Maint.</u>
	<u>001 5065 000.130</u>		<u>001 5065 000 253 120-</u>

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

1. To cover the cost of unplanned upgrade and ADA assessment improvements at Equinox Park
2. To cover the cost of unplanned upgrade and ADA assessment improvements at Equinox Park
3. The purchase of a GoPro camera to document the construction at Green Pond Landing and to be used for other projects and activities resulted in a shortage in the Office Supply budget

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

FY 14-15

11.552

BUDGET TRANSFER

DIVISION: Perks, Recreation & Tourism

DEPARTMENT: Parks

FROM:		TO:	AMOUNT:
TITLE	<u>Health Insurance</u>	TITLE	<u>Professional Services</u>
ACCT.#	<u>001-6066-000-180</u>	ACCT#	<u>001-6066-000-304</u> \$ <u>1,600.00</u>
 TITLE	 <u>Advertising</u>	 TITLE	 <u>Printing</u>
ACCT.#	<u>001-6066-000-201</u>	ACCT#	<u>001-6066-000-245</u> \$ <u>200.00</u>
 TITLE	 <u>Advertising</u>	 TITLE	 <u>Photocopy Equip Maint.</u>
ACCT.#	<u>001-6066-000-201</u>	ACCT#	<u>001-6066-000-347</u> \$ <u>810.00</u>

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

REASON:

1. To cover the cost of unplanned upgrade and ADA assessment improvements at Equinox Park
 2. Signs made for the Green Pond Landing Grand Opening were not budgeted
 3. Flyers, presentations for events and rental properties produced a larger than anticipated overage on color copier
-
-
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-
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-
-
-

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

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

FV 14-15

DEPT. HEAD: <u>[Signature]</u>	DATE: <u>8/10/15</u>
DIVIS HEAD: <u>[Signature]</u>	DATE: <u>9/10/15</u>
FINANCE: <u>[Signature]</u>	DATE: <u>9-28-15</u>
ADMINISTRATOR: <u>[Signature]</u>	DATE: _____
Journal Entry # _____	DATE: _____

BUDGET TRANSFER

DIVISION: PRT
DEPARTMENT: Senior Program

FROM:	TO:	AMOUNT:
TITLE <u>Food</u> ACCT.# <u>001 5066 2 2151</u>	TITLE <u>Supplies - CCR</u> ACCT# <u> </u>	\$ <u>5</u>
TITLE <u>Ins Vehicles</u> ACCT.# <u>15066002244</u> <u>CC8</u>	TITLE <u>Telephone</u> ACCT# <u>15066002275</u>	\$ <u>6.00</u>
TITLE <u>Awards & Recognition</u> ACCT.# <u>15066002217</u>	TITLE <u>PhotoCopy Equipment</u> ACCT# <u>15066002347</u>	\$ <u>200.00</u>
TITLE <u>Fuel & Oil</u> ACCT.# <u>✓ 15066002216</u>	<u>PhotoCopy Equipment</u> <u>15066002347</u>	<u>117.29</u>
TITLE <u>Food</u> ACCT.# <u>✓ 15066002215</u>	<u>PhotoCopy Equipment</u> <u>15066002347</u>	<u>97.71</u>

REASON:
Need to balance end of year 2014-2015 budget. (And keep finance in good standings with council!)

- Telephone bill more than expected

- Copies increase under amt of copies made

Is this transfer within your department? (Circle One) YES

Is this transfer within your division? (Circle One) YES

DEPT. HEAD: <u>Kelly Jo Barnwell</u>	DATE: <u>09/14/2015</u>
DIVIS HEAD: <u>[Signature]</u>	DATE: <u>9/15/15</u>
FINANCE: <u>[Signature]</u>	DATE: <u>9-15-15</u>
ADMINISTRATOR: <u>[Signature]</u>	DATE: <u>9-17-15</u>
Journal Entry # <u> </u>	DATE: <u> </u>

FV
14-15

170652

FY 2014-2015

BUDGET TRANSFERDIVISION: Public WorksDEPARTMENT: Development Standards

FROM:		TO:	AMOUNT:
TITLE	<u>Books and Publications</u>	TITLE	<u>Photocopy Equipment</u>
ACCT.#	<u>001-5069-000-204</u>	ACCT#	<u>001-5069-000-347</u> \$ <u>235 34</u>
 TITLE	 <u>Computer Software</u>	 TITLE	 <u>Photocopy Equipment</u>
 ACCT.#	 <u>001-5069-000-209</u>	 ACCT#	 <u>001-5069-000-347</u> \$ <u>385 80</u>

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

REASON:

Unexpected request for maps, agendas, meeting material, daily copies for variance request, special exceptions
subdivision maps, etc from the general public.

Is this transfer within your department? (Circle One) Yes NoIs this transfer within your division? (Circle One) Yes NoDEPT. HEAD: Wm. Q. HarrisDIVIS HEAD: John H. Harris

FINANCE: _____

ADMINISTRATOR: _____

Journal Entry # _____

DATE: 9/28/2015DATE: 9/29/15

DATE: _____

DATE: 9-29-15

DATE: _____

FY 14-15

15.052

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Purchasing

FROM:		TO:	AMOUNT:
TITLE	Fuel and Oil	TITLE	Repairs
ACCT.#	<u>001-5091-000-216</u>	ACCT#	<u>001-5091-000-252</u> <u>200.00</u>
TITLE	Fuel and Oil	TITLE	Telephone
ACCT.#	<u>001-5091-000-216</u>	ACCT#	<u>001-5091-000-275</u> <u>120.00</u>
TITLE	Fuel and Oil	TITLE	Photocopy Equip Maint
ACCT.#	<u>001-5091-000-216</u>	ACCT#	<u>001-5091-000-347</u> <u>50.00</u>

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

REASON:

Aging vehicles higher repairsMobile and land lines exceeded budget projectionsNumber of copies for bids, RFP and etc. exceeded budget

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

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

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE: 9-28-15DATE: 9-28-15DATE: 9-28-15

DATE: _____

FY 14-15

16 of 52

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Animal Shelter- PAWS 5111

FROM:	TO:	AMOUNT:
TITLE <u>Cleaning</u> ACCT.# <u>001-5111-000-285</u>	TITLE <u>Water & Sewer</u> ACCT# <u>001-5111-000-286</u>	\$ <u>1,368.09</u>
TITLE <u>Travel</u> ACCT.# <u>001-5111-000-279</u>	TITLE <u>Lodging</u> ACCT# <u>001-5111-000-293</u>	\$ <u>374.10</u>
TITLE <u>Supplies Medical</u> ACCT.# <u>001-5111-000-283</u>	TITLE <u>Supplies-Animal Shelter</u> ACCT# <u>001-5111-000-292</u>	\$ <u>568.15</u>

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

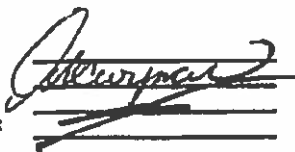
REASON:

Additional funds were need for water and sewer due to water leaks during Jan and Feb 2015; parts were not readily available to fix the numerous leaks.
Addition lodging funds were need to cover the approved training for veterinary.
Additional supplies were needed for the animal shelter due to long term court case animals being housed.

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: 9/10/15
DATE: _____
DATE: 9-17-15

Journal Entry # _____

DATE: _____

FY
14.15

17 of 52

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Animal Shelter- PAWS 5111

FROM:

TO:

AMOUNT:

 TITLE Chemical
 ACCT.# 001-5111-000-264

 TITLE Training
 ACCT# 001-5111-000-277 \$ 414.98 •

 TITLE Office Supplies
 ACCT.# 001-5111-000-289

 TITLE Telephone
 ACCT# 001-5111-000-275 \$ 10.36 •

 TITLE _____
 ACCT.# _____

 TITLE _____
 ACCT# _____ \$ _____
Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Staff are required by state law to be Euthanasia Certified, this transfer covers the overage to send 5 employees.
Telephone charges for the year were over budgeted amount. •

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: _____

FY

14-15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Animal Shelter- PAWS 5111

FROM:		TO:	AMOUNT:
TITLE	Professional Services	TITLE	Capital
ACCT.#	001-5111-000-304	ACCT#	001-5111-000-499 \$ 74.60
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____ \$ _____
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____ \$ _____

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

REASON:

Purchase was more that original quote due to the additional 1 % sales tax that went into effect

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:

DATE:

Journal Entry # _____

9/29/15
 9-28-15
 9-29-15

FY 14-15

BUDGET TRANSFERDIVISION: Coroner's OfficeDEPARTMENT: 5131

FROM:		TO:		AMOUNT
TITLE	<u>Fuel and Oil</u>	TITLE	<u>Meals</u>	
ACCT.#	<u>001-5131-000-216</u>	ACCT.#	<u>001-5131-000-236</u>	\$ <u>857.46</u>
TITLE	<u>Travel</u>	TITLE	<u>Lodging</u>	
ACCT.#	<u>001-5131-000-279</u>	ACCT.#	<u>001-5131-000-293</u>	\$ <u>168.26</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:

Costs exceeded budgeted expense allotment on both accounts

Attendance at SC Coroner's Association

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:

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DATE:

DATE:

FY 14-15

2014 / 2015

5

20 of 52

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		DETENTION		
FROM:		TO:		AMOUNT
TITLE	DETENTION	TITLE	DETENTION	
ACCT.#		ACCT#		\$ 7,300.00

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

REASON:

001-5141-000-211	DUES & SUBSCRIPTIONS	100.00
001-5141-000-250	REPAIR TO BUILDING	3,200.00
001-5141-000-251	REPAIR TO EQUIP	3,300.00
001-5141-000-280	UNIFORM	4,000.00
001-5141-000-286	WATER & SEWER	4,000.00
YEAR END REALLOCATION		
REPAIR TO BUILDING AGE OF BUILDING		
REQUIRING ADDITIONAL MAINT & REPAIR		
WATER & SEWER - INCREASED ELECTR		
CITY UTILITIES RATES		
0.00	7,300.00	7,300.00

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:

FY 14-15

9-28-15

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: DETENTION

FROM:		TO:		AMOUNT:
TITLE	<u>SHERIFF</u>	TITLE	<u>SHERIFF</u>	
ACCT.#		ACCT#		\$ <u>43,300.00</u>

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

REASON:

001-5161-000-101	SALARIES - FULL TIME	6,000.00
001-5161-000-102	SALARIES - PART TIME	6,000.00
001-5161-000-216	FUEL	37,300.00
001-5161-000-277	TRAINING	5,700.00
001-5161-000-286	WATER & SEWER	1,900.00
001-5161-000-304	PROFESSIONAL SERVICES	24,600.00
001-5161-000-307	COMMUNICATION EQUIP MAINT	5,100.00

YEAR END REALLOCATION

SALARIES - P/T	INCREASE FOR SCHOOL CROSSING GUARDS
TRAINING	MAINTAIN OFFICER KNOWLEDGE
WATER & SEWER	RATES INCREASED
PROFESSIONAL	LAW SUITS ADDITIONAL EXPENSE
COMMUNICATION	INCREASE EXPENSE OF MOBILE COMMUNICATIONS
0.00	43,300.00 43,300.00

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: 9-28-15

DATE:

Journal Entry #

FY 1445

22 of 52

BUDGET TRANSFER

FY 2014-15

DIVISION: PUBLIC WORKS

DEPARTMENT: ENVIRONMENTAL ENFORCEMENT

FROM:

TO:

AMOUNT:

TITLE

~~HEALTH INSURANCE~~

ACCT.#

~~001-5182-000-160~~

TITLE

~~RETIREMENT-POLICE~~

ACCT#

~~001-5182-000-121~~

\$ ~~1300.00~~

TITLE

POSTAGE

ACCT.#

001-5182-000-243

TITLE

^{Supplies}
~~OFFICE DEPOT~~

ACCT#

001-5182-000-269

\$ 350.00

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

REASON:

DURING BUDGET PROCESS, BUDGET NEEDS WERE SLIGHTY UNDERESTIMATED

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

Angela R. Adams

DIVIS HEAD:

HA

FINANCE:

[Signature]

ADMINISTRATOR:

[Signature]

Journal Entry #

DATE:

8/4/15

DATE:

8/17/15

DATE:

DATE:

9-17-15

DATE:

FY 14-15

BUDGET TRANSFER

old
FY2015

23.052

DIVISION: Sheriff's Office

9.11.2015

DEPARTMENT: 5212 - Emergency Services

FROM:

TO:

Preparedness

AMOUNT:

TITLE Office Supplies
ACCT.# 001-5212-000-269

TITLE Water/Sewer
ACCT# 001-5212-000-286 \$ 700.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____ \$ _____

700.00

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

REASON:

Moving money to cover costs of water/sewer bills at the Towers St building. Expenses were
higher than budgeted due to a leak than was found this week (Sept 2015)

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]
[Signature]

DATE:

DATE:

DATE:

DATE:

9-11-15
9-11-15
9-11-15
9-11-15

FY
1415

Journal Entry #

DATE:

BUDGET TRANSFER

Old
FY 2015
24052

DIVISION: Sheriff's Office

9.11.2015

DEPARTMENT: 5213 - Communications

FROM:

TO:

AMOUNT:

TITLE Repairs to Building
ACCT.# 001-5213-000-250

TITLE Repairs to Equipment
ACCT# 001-5213-000-251

\$ 23.00

TITLE
ACCT.#

TITLE
ACCT#

\$

23.00

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

REASON:

Moving money to cover costs of repairs to printers used in dispatch instead of purchasing new printer

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:

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DATE:

9-11-15

9-11-15

9-14-16

FY
14-15

Journal Entry #

DATE:

25.452

DIVISION: Sheriff's Office

DEPARTMENT: 5213 - Communications

AMOUNT:

TITLE	<u>Rental of Land</u>
ACCT#	<u>001-5213-000-254</u>

\$ 1.00

TITLE
ACCT#

§ _____

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

REASON:
Moving money needed to cover cost of renting the building when 911 Center is located

[illegible]

{Circle One}

Yes

No

(Circle One)

Yes

No

45

[Signature]

1/10/1944
O. J. L. S. K.

[Handwritten signature]

DATE: 9-11-15

DATE: 9-11-15

DATE: 9-14-15

Fy
14-15

DATE: _____

BUDGET TRANSFER

Old FY 2015
26 of 52

DIVISION: Sheriff's Office

9.11.2015

DEPARTMENT: 5213 - Communications

FROM:

TO:

AMOUNT:

TITLE Office Supplies
ACCT.# 001-5213-000-269

TITLE Telephone
ACCT# 001-5213-000-275 \$ 3,500.00

TITLE Fuel
ACCT.# 001-5213-000-216

TITLE Telephone
ACCT# 001-5213-000-275 \$ 833.00

4,333.00

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

REASON:

Moving money needed to cover cost of AT&T phone bills coded in Finance.

During budget, we estimated \$3,900 for monthly AT&T bills. During the year, it increased to an average of \$4,300 per month due to increased AT&T charges. This increase accounts for the additional money needed in this line item.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

[Signature]
[Signature]
[Signature]
[Signature]

DATE:

DATE:

DATE:

DATE:

9-11-15

9-11-15

9-14-15

FY
14-15

Journal Entry #

DATE:

27 of 52

BUDGET TRANSFER

FY 2014-15

DIVISION: PUBLIC WORKS FL-004
DEPARTMENT: FLEET SERVICES

FROM:	TO:	AMOUNT:
TITLE ACCT.# Shop Supplies 001-5220-000-202	Repairs 001-5220-000-252	685.61
TITLE ACCT.#		
TITLE ACCT.#	TITLE ACCT.#	\$

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

REASON: End of year budget transfer
Parts and labor charged by Fleet for Fleet Vehicles

FY-14-15

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

DEPT. HEAD: [Signature] DATE: 9-15-2015
DIVIS HEAD: [Signature] DATE: 9/15/2015
FINANCE: [Signature] DATE: 9-15-15
ADMINISTRATOR: [Signature] DATE: 9-15-15
Journal Entry # DATE:

BUDGET TRANSFER

FY 2014-15

DIVISION: PUBLIC WORKSFL - 004DEPARTMENT: FLEET SERVICES

FROM:

TO:

AMOUNT:

TITLE
ACCT.#Contracted-Labor Outside
001-5220-002-324Supplies001-5220-002-20212,900-12,713.39TITLE
ACCT.#TITLE
ACCT.#TITLE
ACCT.#

\$

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

REASON:

End of year budget transferParts and supplies purchased to cover needs of department
to repair all county vehicles

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:

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DATE:

FY 14-15

29. f 52

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Health Department

FROM:		TO:	AMOUNT:
TITLE	Salary - Part time	TITLE	Electricity and Gas
ACCT.#	001-5331-000-102	ACCT#	001-5331-000-212
			2,100.00
TITLE	Telephone	TITLE	Electricity and Gas
ACCT.#	001-5331-000-275	ACCT#	001-5331-000-212
			825.00
TITLE		TITLE	
ACCT#		ACCT#	
		Total	2,925.00

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

REASON:

Electricity and Gas higher than budget projections

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: 9-28-15

DATE: _____

FY 14-15

30 of 52

BUDGET TRANSFER

FY 2014 - 15

DIVISION: PUBLIC WORKSDEPARTMENT: 5411 Building & Codes

FROM:	TO:	AMOUNT:
TITLE ACCT.#	<u>Fuel & Oil</u> <u>001-5411-000-216</u>	<u>Insurance - Vehicles</u> <u>001-5411-000-228</u> <u>\$200.00</u>
TITLE ACCT.#	_____	_____
TITLE ACCT.#	_____	TITLE ACCT# _____ \$ _____

Explain, in COMPLETE DETAIL, the reason for the transfer.**REASON:**This transfer is to cover the overage on our Vehicle Insurance

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:

FY 14-15

BUDGET TRANSFER

FY 2014 - 15

DIVISION: PUBLIC WORKSDEPARTMENT: 5411 Building & Codes

FROM:	TO:	AMOUNT:
TITLE ACCT.#	TITLE ACCT.#	
<u>Fuel & Oil</u> <u>001-5411-000-216</u>	<u>Telephone</u> <u>001-5411-000-275</u>	<u>\$1,600.00</u>
TITLE ACCT.#		
TITLE ACCT.#	TITLE ACCT.#	\$

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

This transfer is to cover the overage of our Telephone Budget

Ipads •
landlines and cell phone

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:

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DATE:

Journal Entry #

FY 14-15

320f52

BUDGET TRANSFERDIVISION: PRTDEPARTMENT: ASEC

FROM:		TO:	AMOUNT:
TITLE	Salaries-Full Time	TITLE Telephone	
ACCT.#	<u>000-5955-000-101</u>	ACCT# <u>001-5955-000-275</u>	\$ <u>341.22</u>
TITLE	Salaries-Full Time	TITLE Uniforms & Clothing	
ACCT.#	<u>000-5955-000-101</u>	ACCT# <u>001-5955-000-260</u>	\$ <u>293.39</u>
TITLE	Salaries-Full Time	TITLE Water & Sewer	
ACCT.#	<u>000-5955-000-101</u>	ACCT# <u>001-5955-000-244</u>	\$ <u>1,024.15</u>

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

All three transfers are due to fact the Civic Center hosted a record 214 events in FY 15, 60% than in FY 13. Staff had to communicate more with each other on their cell phones. Uniforms & clothing had to be replaced due to wear & tear from servicing 214 events. 60% more events in the building meant more people were using our bathrooms, resulting in higher sewer & water bills.

Is this transfer within your department? (Circle One) Yes NoIs this transfer within your division? (Circle One) Yes No
 DEPT. HEAD: _____
 DIVIS HEAD: _____
 FINANCE: _____
 ADMINISTRATOR: _____

 DATE: _____
 DATE: 4/16/15
 DATE: _____
 DATE: 9-17-15

Journal Entry # _____

DATE: _____

FY 14-15

33.052

BUDGET TRANSFERDIVISION: PRTDEPARTMENT: ASEC

FROM:		TO:	AMOUNT:
TITLE	Salaries-Full Time	TITLE	Photocopy Equip.
ACCT.#	000-5955-000-101	ACCT#	001-5955-000-347
			\$ 243.11
TITLE	Salaries-Full Time	TITLE	Salaries-Part Time
ACCT.#	000-5955-000-101	ACCT#	001-5955-001-102
			\$ 518.70
TITLE	Salaries-Full Time	TITLE	Health Ins
ACCT.#	001 5955 000 101	ACCT#	001 5955 160
			\$ 279.50

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

Photocopy: We had to make more copies than budgeted to meet the needs of the record 214 events the Civic Center hosted in FY 15.

Part-Time: The Sports Center was busier than event in FY 15. It hosted 663 events, compared to 381 events in FY 13. We had to spend more in part time labor than budgeted to service all these events.

We could charge and replace in Health insurance.

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:

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DATE:

Journal Entry #

DATE:

FY 14-15

34.052

BUDGET TRANSFER

DIVISION: PRT
 DEPARTMENT: ASEC

FROM:		TO:	AMOUNT:
TITLE	Salaries-Full Time	TITLE	Electricity & Gas
ACCT.#	000-5955-000-101	ACCT#	001-5955-001-212 \$ 14,089.09
TITLE	Salaries-Full Time	TITLE	Repairs
ACCT.#	000-5955-000-101	ACCT#	001-5955-001-252 \$ 1,258.77
TITLE		TITLE	
ACCT.#		ACCT#	\$

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

REASON:

These two transfers are a result of the Sports Center hosting 583 events in FY 15, compared to 381 events in FY 13. Many weeks of the year, every inch of the Sports Center hosted events Monday-Thursday. These areas had to be lit, resulting in a bigger electricity bill. Hosting these events put more demand than ever on our equipment, resulting in more breakdowns, which caused our repair bills to exceed the money budgeted.

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:

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DATE:

FY 14-15

35.452

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

SRO - SCHOOL DIST 2

FROM:		TO:	AMOUNT:
TITLE	Overtime	TITLE	Health Ins
ACCT.#	112-5968-000-103	ACCT#	112-5968-000-160
			2,955.00
TITLE	Fuel and Oil	TITLE	Health Ins
ACCT.#	112-5968-000-216	ACCT#	112-5968-000-160
			1,755.00
TITLE	Repairs	TITLE	Health Ins
ACCT.#	112-5968-000-252	ACCT#	112-5968-000-160
			1,260.00
TITLE		TITLE	
ACCT.#		ACCT#	
			5,970.00

To cover deficits in health insurance. SROs are 100% reimburseable from each school district

Budgeted for 1 office - Dist 2 had 2 for a few milks

DEPT. HEAD: _____

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: _____

DATE: _____

DATE: _____

DATE: _____

DATE: 9-17-15

Journal Entry # _____

DATE: _____

FY 14-15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Public Defender

FROM:		TO:	AMOUNT:
TITLE	<u>Anderson - Dues</u>	TITLE	<u>Anderson - Meals</u>
ACCT.#	<u>114-5058-000-211</u>	ACCT#	<u>114-5058-000-238</u> <u>925.00</u>
 TITLE	 <u>Oconee - Part time</u>	 TITLE	 <u>Oconee - Retirement - SC</u>
ACCT.#	<u>114-5058-001-102</u>	ACCT#	<u>114-5058-001-120</u> <u>8.00</u>
 TITLE	 <u>Oconee - Books</u>	 TITLE	 <u>Oconee - Meals</u>
ACCT.#	<u>114-5058-001-204</u>	ACCT#	<u>114-5058-001-238</u> <u>85.00</u>

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

REASON:

Additional out of town classes taking that required additional travel and meals

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]

Journal Entry # _____

DATE: _____

DATE: _____

DATE: _____

DATE: 9-29-15

DATE: _____

FY 14-15

31-f 52

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: SRO - SCHOOL DIST 1

FROM:		TO:	AMOUNT:
TITLE	Overtime	TITLE Workmen's Comp	
ACCT.#	121-5825-000-103	ACCT# 121-5825-000-150	1,975.00
TITLE	Overtime	TITLE Health Ins	
ACCT.#	121-5825-000-103	ACCT# 121-5825-000-160	260.00
TITLE	Fuel and Oil	TITLE Health Ins	
ACCT.#	121-5825-000-216	ACCT# 121-5825-000-160	590.00
TITLE		TITLE	
ACCT.#		ACCT#	
			2,825.00

To cover deficits in Personnel accounts. SROs are 100% reimbursable from each school district

DEPT. HEAD: _____
DIVIS HEAD: _____
FINANCE: _____
ADMINISTRATOR: _____

DATE: _____
DATE: _____
DATE: _____
DATE: 9-11-15

Journal Entry # _____

DATE: _____

FY 14-15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: SRO - SCHOOL DIST 5

FROM:		TO:	AMOUNT:
TITLE	COLA	TITLE	Overtime
ACCT.#	136-5883-000-115	ACCT#	136-5883-000-103
			655.00
TITLE	COLA	TITLE	Workmens' Comp
ACCT.#	136-5883-000-115	ACCT#	136-5883-000-150
			3,435.00
TITLE	COLA	TITLE	Health Ins
ACCT.#	136-5883-000-115	ACCT#	136-5883-000-160
			465.00
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____
			4,555.00

To cover deficits in Personnel accounts. SROs are 100% reimbursable from each school district

 DEPT. HEAD: _____
 DIVIS HEAD: _____
 FINANCE: _____
 ADMINISTRATOR: _____

 DATE: _____
 DATE: _____
 DATE: _____
 DATE: 9-10-15

Journal Entry # _____

DATE _____

FY 14-15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

SRO - SCHOOL DIST 4

FROM:		TO:	AMOUNT:
TITLE	COLA	TITLE Workmens' Comp	
ACCT.#	166-5243-000-115	ACCT# 166-5243-000-150	1,580.00
TITLE	Fuel and Oil	TITLE Ins. Vehicle	520-
ACCT.#	166 5243 000 216	ACCT# 166 5243-000-228	
TITLE	_____	TITLE _____	
ACCT.#	_____	ACCT# _____	
TITLE	_____	TITLE _____	
ACCT.#	_____	ACCT# _____	

1,580.00

- ① To cover deficits in Personnel accounts. SROs are 100% reimbursable from each school district
- ② Additional Vehicle added to insurance

DEPT. HEAD: _____

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: _____

DATE: _____

DATE: _____

DATE: _____

DATE: 9-17-15

Journal Entry # _____

DATE: _____

FY 14-15

BUDGET TRANSFER

FY 2014-15

DIVISION: PUBLIC WORKSDEPARTMENT: WASTEWATER

FROM:	TO:	AMOUNT:
TITLE <u>Professional Services</u>	<u>Water & Sewer</u>	
ACCT.# <u>410-5612-641-304</u>	<u>410-5612-641-286</u>	\$ <u>2,434.06</u>
 TITLE <u>Collection Fee - WAW</u>	 <u>Collection Fee - SCAC</u>	
ACCT.# <u>410-5612-641-381</u>	<u>410-5612-641-384</u>	\$ <u>144.40</u>
 TITLE <u>Collection Fee - WAW</u>	TITLE <u>Collection Fee - POW</u>	
ACCT.# <u>410-5612-641-381</u>	ACCT# <u>410-5612-641-386</u>	\$ <u>4,254.49</u>

Explain, in COMPLETE DETAIL, the reason for the transfer.**REASON:**Additional cost for water usage at pump stations and 6&20 Waste Water Treatment Plant.Collected more revenue than expected.New program with Powdersville Water. No historical information at time budget was prepared.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:

FY 14-15

Journal Entry #

DATE:

BUDGET TRANSFER

FY 2014-15

DIVISION: PUBLIC WORKSDEPARTMENT: WASTEWATER

FROM:		TO:	AMOUNT:
TITLE	<u>Professional Services</u>	<u>Dues & Subscriptions</u>	
ACCT.#	<u>410-5612-641-304</u>	<u>410-5612-641-211</u>	\$ <u>67.70</u>
 TITLE	 <u>Professional Services</u>	 <u>Engineering</u>	
 ACCT.#	 <u>410-5612-641-304</u>	 <u>410-5612-641-311</u>	 \$ <u>1,489.47</u>
 TITLE	 <u>Professional Services</u>	TITLE <u>Electricity & Gas</u>	
 ACCT.#	 <u>410-5612-641-304</u>	ACCT# <u>410-5612-641-212</u>	 \$ <u>8,006.47</u>

Explain, in COMPLETE DETAIL, the reason for the transfer.**REASON:**Additional fees for wastewater certifications for new employee.Additional cost for on-call regulatory consulting services.Additional cost for electricity on 52 pump stations and 6&20 Wastewater Treatment Plant.Is this transfer within your department? (Circle One) (Yes) No

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

DEPT. HEAD:

[Signature]

DATE:

9-21-15

DIVIS HEAD:

[Signature]

DATE:

9/24/15

FINANCE:

[Signature]

DATE:

9-25-15

ADMINISTRATOR:

[Signature]

DATE:

9-25-15

Journal Entry #

DATE:

FY 14-15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Starr C & D and Airport

FROM:

TO:

AMOUNT:

TITLE Starr C & D \ Overtime
 ACCT.# 420-5954-002-103

TITLE Starr C & D \ IRF
 ACCT# 420-5954-002-118 80.00

TITLE Airport \ Health Ins
 ACCT.# 440-5775-000-160

TITLE Airport \ W Comp
 ACCT# 440-5775-000-150 1,425.00

TITLE Airp Mechanic \ Health Ins.
 ACCT.# 440-5775-001-160

TITLE Airp Mechanic \ W Comp
 ACCT# 440-5775-001-150 960.00

TITLE _____
 ACCT.# _____

TITLE _____
 ACCT# _____

2,465.00

To cover IRF and Worker's Comp that was estimated low for FY 2015

DEPT. HEAD: _____

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: _____

Journal Entry # _____

DATE: _____

DATE: _____

DATE: _____

DATE: 9-17-15

DATE: _____

FY 14-15

43. fr2

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

FROM:		TO:	AMOUNT:
TITLE	Parks \ Part time	TITLE	Parks \ Overtime
ACCT.#	001-5065-000-102	ACCT#	001-5065-000-103
			12.00
TITLE	Emp Benefits \ GASB	TITLE	Emp Benefits \ IRF
ACCT.#	001-5831-000-170	ACCT#	001-5831-000-118
			105.00
TITLE	Stonewater \ Fuel	TITLE	Stonewater \ Part Time
ACCT.#	415-5618-000-216	ACCT#	415-5618-000-102
			1890.00
TITLE	Stonewater \ Fuel	TITLE	Stonewater \ IRF
ACCT.#	415-5613-000-216	ACCT#	415-5613-000-118
			5.00

595.00

To cover accounts that were underbudgeted for FY 2015

DEPT. HEAD: _____

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: _____

Journal Entry # _____

DATE: _____

DATE: _____

DATE: _____

DATE: 9-17-15

DATE: _____

FY 14-15

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:		<u>Airport</u>	
DEPARTMENT:		<u>FBO (5775-000)</u>	
FROM:		TO:	AMOUNT:
TITLE	<u>Registration Fees</u>	TITLE	<u>Dues & Subscriptions</u>
ACCT.#	<u>440-5775-000-294</u>	ACCT#	<u>440-5775-000-211</u> \$ <u>500.00</u>

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

REASON:

Joined some new organizations with new Airport Manager to help grow the Airport.

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:

FY 14-15

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:		<u>Airport</u>	
DEPARTMENT:		<u>FBO (5775-000)</u>	
FROM:		TO:	AMOUNT:
TITLE	<u>Insurance - Vehicles</u>	TITLE	<u>Insurance - Equipment</u>
ACCT.#	<u>440-5775-000-228</u>	ACCT#	<u>440-5775-000-226</u> \$ <u>250.00</u>

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

REASON:

New equipment purchased required insurance

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

E. J. [Signature]

DATE: 9-25-15

DIVIS HEAD:

M. H. [Signature]

DATE: 9-28-15

FINANCE:

[Signature]

DATE:

ADMINISTRATOR:

[Signature]

DATE: 9-29-15

Journal Entry #

DATE:

FY 14-15

46 of 52

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:		<u>Airport</u>	
DEPARTMENT:		<u>FBO (5775-000)</u>	
FROM:		TO:	AMOUNT:
TITLE	<u>Repairs</u>	TITLE	<u>Repairs to Equipment</u>
ACCT.#	<u>440-5775-000-252</u>	ACCT#	<u>440-5775-000-251</u> \$ <u>60.00</u>

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

REASON:

Unexpected repairs to existing equipment during FY.

Is this transfer within your department?	(Circle One)	<input checked="" type="radio"/> Yes	No
Is this transfer within your division?	(Circle One)	<input checked="" type="radio"/> Yes	No

DEPT. HEAD:	<u>[Signature]</u>	DATE:	<u>9-25-15</u>
DIVIS HEAD:	<u>[Signature]</u>	DATE:	<u>9-25-15</u>
FINANCE:	<u>[Signature]</u>	DATE:	<u>[Signature]</u>
ADMINISTRATOR:	<u>[Signature]</u>	DATE:	<u>9-29-15</u>
Journal Entry #		DATE:	

FY 14-15

47.052

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:	<u>Airport</u>		
DEPARTMENT:	<u>FBO (5775-000)</u>		
FROM:	TO:	AMOUNT:	
TITLE	<u>Electricity & Gas</u>	TITLE	<u>Water & Sewer</u>
ACCT.#	<u>440-5775-000-212</u>	ACCT#	<u>440-5775-000-286</u> \$ <u>120.00</u>

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

REASON:

Replace manhole cover that was damaged by a mower.

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:

FY 1415

410F52

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Infrastructure

FROM:		TO:	AMOUNT:	
TITLE	CIP	TITLE	T/O Grants	
ACCT.#	<u>196-5922-000-401</u>	ACCT#	<u>196-6500-100-102</u>	<u>36,500.00</u>
TITLE	_____	TITLE	_____	
ACCT.#	_____	ACCT#	_____	_____
TITLE	_____	TITLE	_____	
ACCT#	_____	ACCT#	_____	_____
Total				36,500.00

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

REASON:

Spec Building

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: 9-29-15

Journal Entry # _____

DATE: _____

FY 14-15

BUDGET TRANSFERDIVISION: Public worksDEPARTMENT: WWTP

FROM:		TO:		AMOUNT:
TITLE	Professional Services	TITLE	Engineering	
ACCT.#	410-5612-641-304	ACCT#	410-5612-641-311	18,170.00
TITLE		TITLE		
ACCT.#		ACCT#		
TITLE		TITLE		
ACCT#		ACCT#		
Total				18,170.00

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

REASON:

Additional engineering required for 6 & 20 WWTP

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:

9-29-15

FY 14-15

DEPARTMENTAL TRANSFERS
For Budget Year 2015 - 2016

Mark APPROVED	DEPARTMENT NAME	ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
Finance Meeting of: Council Meeting:	10/11/2015 10/8/2015				
1	Between Departments	Eco Develop - Management Consulting 001-5031-000-339	Planning - Part time 001-5062-000-102	5,400.00	Provide Public Service Internship
2	Between Departments	Eco Develop - Management Consulting 001-5031-000-339	Planning - Social Security 001-5062-000-130	335.00	Provide Public Service Internship
3	Between Departments	Eco Develop - Management Consulting 001-5031-000-339	Planning - Medicare 001-5062-000-135	80.00	Provide Public Service Internship
4	Sheriff Non Drug Foreiture	Uniforms 198-5947-000-280	Training 198-5947-000-277	7,500.00	Basic Physical Defense Package

DATE _____ Kimberly Poulin, Clerk to Council

51 of 52

BUDGET TRANSFERDIVISION: Between DepartmentsDEPARTMENT: Economic Develop to Planning

FROM:		TO:		AMOUNT:
TITLE	<u>Management Consulting</u>	TITLE	<u>Part time</u>	
ACCT.#	<u>001-5031-000-339</u>	ACCT#	<u>001-5062-000-102</u>	<u>5,400.00</u>
 TITLE	 <u>Management Consulting</u>	 TITLE	 <u>Social Security</u>	
 ACCT.#	 <u>001-5031-000-339</u>	 ACCT#	 <u>001-5062-000-130</u>	 <u>335.00</u>
 TITLE	 <u>Management Consulting</u>	 TITLE	 <u>Medicare</u>	
 ACCT.#	 <u>001-5031-000-339</u>	 ACCT#	 <u>001-5062-000-135</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

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: 9-29-15

Journal Entry # _____

DATE: _____

2015 / 2016

52 - F 52

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: NON DRUG FOREITURE

FROM:		TO:		AMOUNT:
TITLE	UNIFORM	TITLE	TRAINING	
ACCT.#		ACCT#		
	<u>198-5947-000-280</u>		<u>198-5947-000-277</u>	\$ <u>7,500.00</u>

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

REASON:

<u>BASIC PHYSICAL DEFENSE PACKAGE</u>	<u>9,500.00</u>
---------------------------------------	-----------------

<u>BUDGETED</u>	<u>2,000.00</u>
-----------------	-----------------

<u>ADDITIONAL NEEDED</u>	<u>7,500.00</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:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

9-28-15

BOARDS, COMMITTEES AND COMMISSIONS APPLICATION

Please complete this application in its entirety and return to the address below:

Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision.

Name: MURRAY, LONNIE
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. PLANNING AND ZONING COMMITTEE
2. _____
3. _____

Physical Address and Mailing Address, if different:

Physical

Mailing

Home Phone: _____ Cell Phone: _____

Email: _____ Preferred method of contact: TELEPHONE

County Council District: 2 GED Equivalent: Yes or No

Highest Level of Education: _____ High School Grad: Yes or No

College Attended: ⁽¹⁾ WAYNE STATE UNIVERSITY Degree: B.A. LIBERAL ARTS

Address of College: DETROIT, MICHIGAN

Employment History: ⁽²⁾ NORTHWESTERN UNIV. SCHOOL OF BUSINESS / CERTIFICATE OF INVESTMENT BANK
EVANSTON, ILLINOIS

COMPANY	POSITION	EMPLOYMENT DATES
<u>A. WOODWARD</u>	<u>- OWNER (REALESTATE DEVELOPMENT)</u>	
<u>"</u>	<u>- " BUILDER / CONSTRUCTION CONSULTANT</u>	
<u>US DEPT. OF COMMERCE</u>	<u>- FINANCIAL SPECIALIST</u>	<u>1972-1986</u>
<u>OMBE - OFFICE OF MINORITY BUSINESS ENTERPRISE</u>		

Signature of Applicant

Date

9/18/15

Recommendation of Council: _____

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

Please complete this application in its entirety and return to the address below:

Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision.

Name: Frisby Rhonda D
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. HUMAN Relations Council
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
_____ Mailing

Home Phone: _____ Cell Phone: _____

Email: Rhonda.Frisby@gmail.com Preferred method of contact: ANY

County Council District: _____ GED Equivalent: Yes or No

Highest Level of Education: 12th grade High School Grad: Yes or No

College Attended: Forest Jr College Degree: Certified Nurses Aide

Address of College: 601 E. River St. Anderson, SC 29624

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
<u>Interim HealthCare</u>	<u>Nurses Aide</u>	<u>MAY 1989 - July 1999</u>
<u>Adult Day CARE</u>	<u>Aide AND DRIVER</u>	<u>June 1987 - May 1989</u>
<u>Benson Ford Dealership</u>	<u>New Car Cleaner</u>	<u>April 1986 - June 1987</u>
<u>Rhonda D Frisby</u>		<u>9-22-2015</u>
Signature of Applicant		Date

Recommendation of Council: _____

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All _____

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:
Foothills Alliance
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): We are requesting \$500 from each of the districts.
3. The purpose for which the funds are being requested:
We will use the funding towards costs related with our Festival of Trees fundraiser. All of the proceeds of our event go to support sexual assault and child abuse victims and to prevention of these crimes.
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, attached.
5. Contact Person: Tracy Bowie
Mailing Address: 216 E. Calhoun St.
Phone Number: 864-231-7273

Statement as to whether the entity will be providing matching funds:

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

I certify that the 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

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5,
2015



State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

RE: Exemption Confirmation

Charity Public ID:

Dear :

This letter confirms that the Secretary of State's Office has received and accepted your Application for Exemption. **If you submitted your Application for Exemption using the Charities Online Filing System, this letter of confirmation has been issued pending further review by Division of Public Charities staff.**

The exemption for your charitable organization will expire on . If any of the information on your Application for Exemption 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. Additionally, if at any time your charitable organization no longer qualifies for an exemption, the organization must immediately register with the Secretary of State's Office. Please note that failure to comply with the registration provisions of the Solicitation of Charitable Funds Act may result in fines of up to \$2,000 for each separate violation.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office at (803) 734-1790.

Sincerely,

Kimberly S. Wickersham
Director, Division of Public Charities

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

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:
Crescent High School Band Booster Club
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:
To be used for Booster Club needs and to apply toward instrument purchase
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Contact Person: Steve Driver - President Crescent High School Band Booster C
Mailing Address: 209 Jeanne Dr. Anderson SC 29624
Phone Number: 864-559-6467
6. Statement as to whether the entity will be providing matching funds: 46.2857792

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.

Steve Driver / STEVEN DRIVER 9-9-2015
Signature Print Name Date



Exempt Organizations Select Check

[Exempt Organizations Select Check Home](#)

Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results

The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

1-1 of 1 results

Results Per Page

« Prev | 1-1 | Next »

EIN ▲	Legal Name (Doing Business As) ▲	City ▲	State ▲	Country ▲	Deductibility Status ▲
46-2857792	Chs Tiger Band Booster Club	Iva	SC	United States	PC

« Prev | 1-1 | Next »

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: Anderson School District Two

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

Name of entity requesting recreation fund appropriation:
Department of Special Services

BHP

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

We are requesting \$1500 to cover the cost of all t-shirts. We will be inviting students from Anderson School District 3, approximately 12, that will also receive t-shirts. The cost would be about \$100.00. We had discussed requiring ASD3 to purchase their own t-shirts, but did not want to see any participants without t-shirts. We have found that wearing the shirts is a part of the excitement and brings about a sense of unity to our event. In addition to the day of the event, students wear their t-shirt throughout the year bringing awareness to our to our community.

The purpose for which the funds are being requested:

The purpose of the funds would be to purchase t-shirts for participants and helpers for Fall Games. the helpers included Service Learning students and adults involved in the event. Last year, school and district administrators participated in the event. The t-shirts would promote the annual games and bring awareness of the county's commitments to our district's special needs programs.

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.

See attached.

Contact Person: Denise McCurry

Mailing Address: Anderson School District 2, 10990 BHP Hwy, Honea Path, SC 29654

Phone Number: 864-369-4621

Statement as to whether the entity will be providing matching funds:

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

This year there will not be the opportunity for matching t-shirt funds. However, this will be the first year families of participants will be able to purchase t-shirts. A portion of the proceeds will be put towards funds for the 2016-17 Fall Games. The additional costs to support this event will be covered by the district. This includes transportation and food for all participants.

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.

<u>Denise McCurry</u>	<u>Denise McCurry</u>	<u>9/18/15</u>
Signature	Print Name	Date

Form effective August 4, 2015



State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

Dec 6, 2014

Anderson County School District Two
Terri Martin
10990 BELTON HONEA PATH HWY
HONEA PATH, SC 296549506

RE: Exemption Confirmation

Charity Public ID: P27179

Dear Terri Martin :

This letter confirms that the Secretary of State's Office has received and accepted your Application for Exemption. If you submitted your Application for Exemption using the Charities Online Filing System, this letter of confirmation has been issued pending further review by Division of Public Charities staff.

The exemption for your charitable organization will expire on Nov 15, 2015. If any of the information on your Application for Exemption 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. Additionally, if at any time your charitable organization no longer qualifies for an exemption, the organization must immediately register with the Secretary of State's Office. Please note that failure to comply with the registration provisions of the Solicitation of Charitable Funds Act may result in fines of up to \$2,000 for each separate violation.

If you have any questions or concerns, please visit our website at www.sos.sc.gov 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

****WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING
FROM: ___ District 7**

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:

The Cheddar Youth Center

2. Amount of Request:

\$5000

3. The purpose for which the funds are being requested:

As a continuation of the upgrades that have been made to our fields over the past several years, this request would provide funding toward the following:

- We would like to make improvements to the upper parking lot. The lot is a gravel lot and needs fresh gravel covering as much of the old has washed away. We would prefer a paved lot, but this seems cost prohibitive without significant financial support.
- Additionally, we would like to improve the entrance walkway which currently has a flagpole and American Flag. We envision a low brick wall structure with lettering identifying the Cheddar Youth Center and the founding year.

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. The county has our information on file.

5. Contact Person: Tony Dickerson
Mailing Address: 317 Azalea Ct., Williamston, SC 29697
Telephone number: 864-710-5268

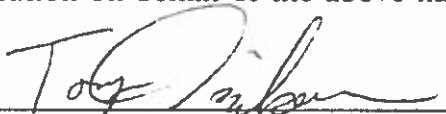
6. Statement as to whether the entity will be providing matching funds:

The Cheddar Youth Center is a small, volunteer led, community organization that is funded solely through program fees, donations, fundraising efforts, and the generosity of the county and community businesses. Although it is not financially feasible for us to match this request dollar for dollar, we do intend to support this

project with volunteer labor, perhaps material, as well as, a portion of the funding.

*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


Print Name



CHEDDAR YOUTH CLUB

*Note: This online database was last updated on 8/25/2015 3:06:57 AM.
See our Disclaimer.*

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION	SC
/ ORGANIZATION:	Non Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	HEADQUARTERS
ADDRESS:	RT 4 BELTON SC
CITY:	
STATE:	
ZIP:	
SECOND ADDRESS:	
FILE DATE:	03/20/1973
EFFECTIVE DATE:	03/20/1973
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Amendment	11/15/1984	3 DISS CLAUSES	Film
Incorporation	03/20/1973	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.

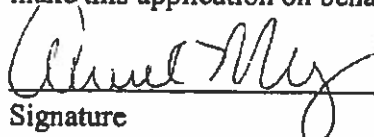
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

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: **Safe Harbor, Inc**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$600 from each District**
3. The purpose for which the funds are being requested: **Services to victims of domestic violence in Anderson County**
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Contact Person: **Amanda Manly**
Mailing Address: **PO 174, Greenville SC 29602**
Phone Number: **864-385-7947**
6. Statement as to whether the entity will be providing matching funds:
Further, all entities receiving recreation fund appropriations shall be required within sixty (60) days of expenditure of the funds to furnish the clerk to county council with written documentation satisfactory to the clerk, including receipts for expenditures of the funds, concerning the manner in which the funds were actually spent. Failure to provide such documentation to the clerk to council will disqualify the entity receiving the recreation fund appropriation from receiving any further funding. Entities receiving such funding are subject to audit, upon approval by County Council, regarding use of the funds.

I certify that the 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.

 Amanda Manly 9-30-15
Signature Print Name Date

Internal Revenue Service

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: October 17, 2000

**Safe Harbor, Inc.
P O Box 174
Greenville, SC 29602**

Person to Contact:
Robert Molloy 31-04023
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 8:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
57-1014137

Dear Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in May 1995 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its 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.

Safe Harbor, Inc
57-1014137

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

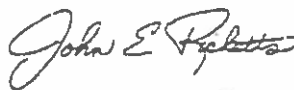
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services



Real Possibilities

Chapter 3693 – Anderson, SC

P O Box 2441

Anderson, SC 29622-2441

aarp3693@gmail.com

September 27, 2015

Mr. Rusty Burns
Anderson County Administrator
101 South Main Street
Anderson, SC 29622

Dear Mr. Burns:

Thank you for being a part of AARP Chapter 3693 – Anderson, SC 31st Anniversary Celebration. Your attendance enhanced the celebration.

The feedback from those who attended the celebration has been extremely positive.

We appreciate your leadership as Anderson County Administrator and if Chapter 3693 – Anderson, SC, can be of any assistance to the county please contact us.

Sincerely,

Genevieve S. Brown

Cc: Kay Holmes
Kathleen McAlister
Faye Wideman
Linda Motroni

Phyllis White

From: Neil Paul <neil@visitanderson.com>
Sent: Thursday, September 24, 2015 1:55 PM
To: Holt Hopkins; Glenn Brill; Terry Gaines; John Skipper; Richard (Josh) Payne; Angie Stringer; Kelly M. Turpin
Cc: Rusty Burns; Phyllis White
Subject: Military Vehicle Parade Convoy - THANK YOU

Good Afternoon:

Thank you for your time and I hope this note finds you having a wonderful day!

I want to take a minute and say "Thank You" very much for your hard work and efforts to support the Military Vehicle Parade Convoy yesterday in Anderson and the arrival of the convoy at the balloon launch fields. Everyone played an integral part in making this event a great success in our community and I want to express my sincere appreciation for your time and efforts and your support.

I want to express my sincere appreciation to Anderson County for their support of the Convention and Visitors Bureau (Visit Anderson). Without the support of Anderson County, we could not do the things that we do here as the designated tourism office for Anderson County. I am very appreciative of Holt Hopkins and his efforts to ensure the facility needs were met, Glenn Brill for being so willing to take pictures of the convoy and share them with us here at Visit Anderson, Terry Gaines for his efforts on behalf of the Civic Center of Anderson and Angie Stringer and Kelly Turpin for shooting video during the event yesterday as well as distributing the information regarding the convoy to the local media and community. In addition, I want to thank Sheriff Skipper and Lt. Payne for their efforts on the highway and on the ground yesterday to ensure the safety of the convoy and community that came out to witness the convoy as they passed through Anderson County.

We were presented a few mementos yesterday from the convoy such as dog-tags as Honorary Members of the Convoy as well and a license plate that recognizes Anderson, SC as a "Host City" for the Convoy. I have given the dog-tags and plate to the County Administrator's office to distribute as well as place the plate in an area that will allow Anderson County to be recognized as the Host City for the Military Vehicle Convoy Parade.

Again, thank you for your time and your efforts as well as your support. I am very appreciative and blessed to be a part of such a great group of people.

Have a great day!

Neil Paul
Sales Manager



Visit Anderson - 110 Federal Street, Suite 8 - Anderson, SC 29625

Janice Robison

From: Janice Robison
Sent: Monday, September 14, 2015 4:54 PM
To: 'RALPH [REDACTED]'
Subject: RE: Commendation

Thank you so much for taking your time to send this email of appreciation for the good job Officer McQueen did. We certainly appreciate you doing this. I will pass this on to the sheriff and he will address this with Officer McQueen and place this in his personnel file. Thanks again.

From: RALPH [REDACTED]
Sent: Monday, September 14, 2015 3:29 PM
To: Janice Robison; [REDACTED]
Subject: Commendation

I would like to comment on the handling of my case # [REDACTED], on about 8/4/15. Deputy McQueen and another deputy responded very quickly to my 911 call, when a man stole my truck. I held the man until they arrived. They were both firm but very professional in how they handled and spoke to the suspect. D. McQueen explained to me how all would be handled and what my rights were. My wife and I have always appreciated all law enforcement people, and especially so in the current national environment. I respectfully ask that both deputies be commended for their service to us, and for the way they represent the county and other officers.

Sincerely,
Ralph [REDACTED]

THANK YOU FOR A
JOB WELL DONE.
JA

Janice Robison

From: Keith Smith
Sent: Thursday, September 17, 2015 12:41 PM
To: Barbara [REDACTED]
Cc: John Skipper; Carl Anderson; Janice Robison; Robert Ables
Subject: RE: Deputy Rusty Ables

Thanks so much Barbara, I will pass this along to the Sheriff and Rusty's boss.

G. Keith Smith, MCJ

Deputy Chief
FBI NA – Session 174
Anderson County Sheriff's Office
305 Camson Road
P.O. Box 5497
Anderson, SC 29625
Office: 864-260-4418
Fax: 864-222-3962
gksmith@andersonsheriff.com


From: Barbara [REDACTED]
Sent: Thursday, September 17, 2015 11:18 AM
To: Keith Smith
Subject: Deputy Rusty Ables

Hi Keith,

I have been meaning to contact you regarding your of your deputies. A week or so ago my husband and I along with a few other couples had gone to dinner at Portman Shoals Marina. We were traveling by boat back to Georgia following our enjoyable dinner. On our way back to our friend's dock we experienced some trouble. The battery died and we were stranded. While we were on the lake in the dark, trying to figure out what was wrong, We were able to flag down a passing boat. The boat happened to Anderson County Deputy on duty Rusty Ables. He was very nice and extremely helpful. It was determined that the problem possibly was the battery and he was able to jump us off. He also gave us his mobile number in the event we needed help before arriving back in Georgia. I just wanted to pass this information along to you. We really appreciated his help. I know that you probably hear more complaints about officers than praise. So I wanted to make sure that he was recognized as being a helpful servant.

Sincerely,

Barbara [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

THANK YOU FOR
A JOB WELL DONE


John Skipper

From: Tyrone D. Williams
Sent: Tuesday, September 08, 2015 4:15 PM
To: Gregg Hayden; cochranea@apps.anderson1.org
Cc: Don Brookshire; Carl Anderson; John Skipper
Subject: RE: Compliment and Kudos for Deputy Andrew Cochrane

Great Job Andrew!

From: Gregg Hayden
Sent: Tuesday, September 08, 2015 4:11 PM
To: cochranea@apps.anderson1.org; Tyrone D. Williams
Cc: Don Brookshire; Carl Anderson; John Skipper
Subject: Compliment and Kudos for Deputy Andrew Cochrane

*THANK YOU FOR A
JOB WELL DONE*

Good Afternoon Gentlemen,

I received a phone call today from Mr. Ronald [REDACTED] who attended the Powdersville/Berea High School Football Game on Friday.

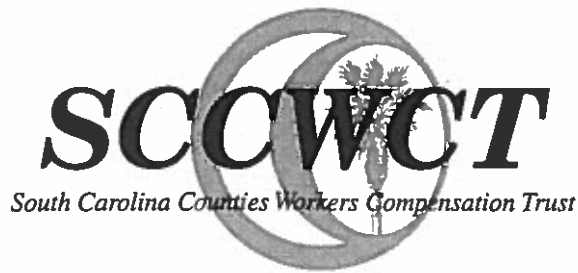
Prior to the game starting, the stadium had to be evacuated due to a severe thunderstorm that quickly formed over the Powdersville Area. Mr. [REDACTED] informed me that he recently had surgery on his leg, and was having a difficult time exiting the stadium. He stated that Deputy Cochrane assisted him in exiting the stadium and escorting him to his vehicle. Mr. [REDACTED] described Deputy Cochrane as outgoing, helpful, and very accommodating. Mr. [REDACTED] told me that if Deputy Cochrane had not assisted him, he would have been in a bad way, including the possibility re-injuring his leg.

As I spoke with Mr. [REDACTED], he said that he wanted to contact Deputy Cochrane's supervisor so we would know how Deputy Cochrane went out of his way to help someone in need.

I feel that it is important for all of us to be informed when we receive some type of compliment for one of our Deputies, therefore I am sending this information up the Chain of Command.

Thank You Andrew for going out of your way to assist someone in need! Keep up the good work!

Sgt. Gregg M. Hayden



September 25, 2015

Mr. Charles Pinson
Anderson County
PO Box 8002
Anderson, SC 29622-8002

Re: August 26, 2015. OSHA Training – Workplace Emergencies

Dear Charles:

Charles, thank you for hosting the OSHA Workplace Emergencies training on August 26th at the Civic Center . The training was attended by 46 people making it one our largest classes this year. Thanks again to Anderson County for being a risk management leader for the Trust.

Thank you also for informing me of the great progress that is being made addressing the safety concerns we identified at the playgrounds at the Civic Center on August 25th. It is very gratifying to hear that swift action is being taken.

Sincerely,



John D. Henderson
Director of Risk Management Services

cc Rusty Burns, Administrator
cc Holt Hopkins, Deputy County Administrator

Father & Son Day

Come out for a day of fun with your son or another male child who may need some male bonding with others. (Rain or Shine)



Time: 11:00 am – 3:00 pm

Date: Saturday, October 17th, 2015

Place: Anderson Recreation Center

Free

FOOP



ACTIVITIES

- ❖ Egg Walk~
- ❖ Sack Race~
- ❖ Tug of War~
- ❖ Motivational Speaker
- ❖ Football Toss . FOOTBALLS
- ❖ Youth Relay BASKETBALLS



If you have any Questions Call:

Marion Tarrant at 864-958-0295

Or

Charlie Ervin at 864-356-4797

FUN

GAMES

Special Thanks To:

- City of Anderson Parks & Recreation
- Anderson University WRESTLING TEAM
- Men at Work Outreach Ministry
- ANDERSON HOUSING AUTHORITY