



ANDERSON COUNTY

AGENDA
ANDERSON COUNTY COUNCIL
PRESENTATION MEETING OCTOBER 20, 2015 AT 6:00 p.m.
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**
2. **RESOLUTIONS/PROCLAMATION:**
 - a. **#R2015-055:** a resolution to recognize Mrs. Wayne Link as South Carolina 2015 Horsewoman of the Year. Ms. M. Cindy Wilson (allotted 5 minutes)
 - b. **Proclamation** designating Family Promise Week. Chairman Tommy Dunn (allotted 5 minutes)
3. **ADJOURNMENT:**

REGULAR COUNCIL MEETING TO COMMENCE AT 6:30PM

Making News.
Making Progress.

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
kpoulin@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. Tom Allen
3. **APPROVAL OF MINUTES:** October 6, 2015 meeting
4. **CITIZEN COMMENTS:** Agenda Matters
5. **REPORT FROM T. ED. GARRISON ARENA:** Mr. Charles William (allotted 10 minutes)
6. **DISCUSSION OF DISTRICT TWO CONCERNS:** Ms. Gracie S. Floyd (allotted 15 minutes)
7. **ORDINANCE – THIRD 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. 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. Mr. Tom Allen (allotted 10 minutes)
8. **ORDINANCE – SECOND READING:**
 - a. **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)
 - b. **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)
 - c. **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)
 - d. **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)

9. **ORDINANCE – FIRST READING:**
- a. **2015-032:** an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 park) of Anderson and Greenville Counties so as to enlarge the park. (Project Orange) Mr. Burriss Nelson (allotted 5 minutes)
 - b. **2015-034:** an ordinance to authorize and accept the transfer of authority to conduct municipal elections scheduled for November of odd numbered years for the city of Belton to the Anderson County Registration and Elections Board.
 - c. **2015-035:** an ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park. (Project Rampart) Mr. Burriss Nelson (allotted 5 minutes)
 - d. **2015-036:** an ordinance to provide for the creation of The Farm Special Tax District; to establish the nature of services to be performed therein; to designate the uniform service charge in the Farm Subdivision Special Tax District; to provide for the operation of the Farm Subdivision Special Tax District. Mr. Michael Forman (allotted 10 minutes)
 - e. **2015-037:** an ordinance authorizing an amendment to the Infrastructure Financing Agreement on behalf of Tetramer Technologies, LLC and South Mechanic Street Properties, LLC (the “companies”) so as to accurately reflect the intention of the parties regarding the economic incentives for the project formerly known as Project CHOCO. Mr. Burriss Nelson (allotted 10 minutes)
10. **RESOLUTIONS:**
- a. **#R2015-057:** a resolution of the Anderson County Council asserting non participation in the Refugee Resettlement Project. Ms. M. Cindy Wilson/Mr. Tom Allen/Mr. Francis S. Crowder, Sr (allotted 10 minutes)
 - b. **#R2015-058:** a resolution authorizing the Anderson County Roads and Bridges Department to perform maintenance on certain identified gravel roads. Mr. Rusty Burns (allotted 5 minutes)
11. **APPOINTMENTS:**
- a. Citizens Advisory Committee – **DISTRICT SEVEN**
 - b. Accommodation Tax Advisory Commission – **DISTRICT SEVEN**
12. **REQUESTS BY COUNCIL MEMBERS:** All Districts (allotted 14 minutes)
- a. Shalom House Ministries, Inc – **ALL DISTRICTS**
 - b. SC Upstate Equine Council – **DISTRICTS 1, 2, 3, 4 AND 5**
 - c. YMCA – **DISTRICT TWO**
 - d. Homeland Park FD - Home in the Park – **DISTRICT TWO**
 - e. Internal Transfer to BLDG and Grounds – for Hurricane Springs Park – **DISTRICT SIX**
 - f. Wren Fire Department - **DISTRICT SIX**
13. **ADMINISTRATOR’S REPORT:** Mr. Rusty Burns (allotted 2 minutes)
- a. Letters of Appreciation:
To: Deputy Scroggs From: “victim”
 - b. Reports
 - 1. Bldg & Codes Monthly Report
 - 2. Recreation Fund Report
 - 3. Paving Report
 - c. Budget Transfers
 - 1. FY 2014- 2015
 - 2. FY 2015 – 2016
 - d. County Reminders:
 - 1. Walk in the Park – October 20, 2015 @ 5:30pm
 - 2. National Night Out – October 27, 2015 @ 6:00pm

14. **CITIZEN COMMENTS:** Other Matters
15. **REMARKS FROM COUNCIL MEMBERS:**
16. **ADJOURNMENT**

RESOLUTION #R2015-055
A RESOLUTION TO RECOGNIZE MRS. WAYNE LINK AS SOUTH CAROLINA 2015 HORSEWOMAN OF THE YEAR; AND OTHER MATTERS RELATED THERETO.

Whereas, Mrs. Wayne Link was named South Carolina 2015 Horsewoman of the Year by the South Carolina Horsemen's Council; and,

Whereas, she is known throughout the Southeast for her expertise in equine education matters; and

Whereas, Mrs. Link was instrumental in trail stewardship projects for the U. S. Forest Service, South Carolina Parks, Recreation and Tourism and Clemson University Experimental Forest; and,

Whereas, during her twenty-two year tenure at Tri-County Technical College Continuing Education Division as a Program Director for Enterprise Development, Mrs. Link established the equine program. She organized the Pendleton Area Saddle Club where she currently serves as President. She was an early board member of South Carolina Horse Council and served as the Chairman of the Education Committee. She was an Anderson County 4-H leader and coordinated the South Carolina Horseman Celebration, the first large scale promotional event for the upstate horse industry in 1991 at the Senator T. Ed Garrison Livestock Arena. Mrs. Link and her family continue to farm in the Pendleton area.

NOW, THEREFORE, it is hereby resolved by the Anderson County Council that:

Anderson County Council is proud of your tremendous accomplishments, especially being recognized as South Carolina's Horsewoman of the Year for 2015.

This resolution shall take effect and be in force immediately upon enactment;
RESOLVED in meeting duly assembled this 20th day of October, 2015.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Tom Allen
District Four

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Kimberly A. Poulin
Clerk to Council

PROCLAIMING THE WEEK OF OCTOBER 18TH THROUGH 25TH AS FAMILY PROMISE WEEK IN ANDERSON COUNTY, AND OTHER MATTERS RELATING THERETO:

Whereas, more than 800 children in Anderson County were identified as being homeless during the last school year; and,

Whereas, helping these children and their families during their time of need is a critical task for our community; and

Whereas, it is the mission of Family Promise of Anderson County to help homeless families with children stabilize their lives in order to gain independence; and

Whereas, Family Promise of Anderson County achieves this mission by coordinating local faith-based congregations in the Interfaith Hospitality Network Program, which provides congregational spaces for overnight stays as well as volunteers to prepare and share meals and other items with client families; and

Whereas, staff members coordinate and deliver case management, counselling and other services for their guests; and

Whereas, the services and programs offered by Family Promise are focused on getting families into more stable housing situations, therein breaking the cycle of homelessness; and

Whereas, Anderson County has been proud to partner with Family Promise on projects such as the 2015 Homeless for the Homeless event at the William A. Floyd Amphitheater; and

Whereas, the week of October 18th through 25th is recognized as National Family Promise Week in many jurisdictions across our great nation; and

NOW, THEREFORE, it is proclaimed by the Anderson County Council that **October 18th through October 25th as Family Promise Week** throughout Anderson County, and encourages all residents to participate in the many special events planned in support of the mission of Family Promise of Anderson.

ADDITIONALLY, The Council also extends its appreciation to Chairman Rebecca West, Executive Director Yolanda Archuletta, and the entire Board of Directors and Staff of Family Promise of Anderson.

PROCLAIMED this 20th day of October, 2015.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
County Administrator

Tommy Dunn, Chairman
Anderson County Council

Kimberly A. Poulin
Clerk to Council

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
OCTOBER 6, 2015

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
FRANCIS M. CROWDER
GRACIE FLOYD
J. MICHAEL COLE
TOM ALLEN
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
KIM POULIN

1 TOMMY DUNN: At this time I'd like to
2 call the Anderson County Council meeting to order of
3 October the 6th, the part with the resolutions. My
4 fellow County Council member Ken Waters is not going
5 to be here tonight. He's under the weather; he's in
6 our thoughts and prayers. If there's no objection
7 with council members, Mr. Bouton is going to be here
8 with Blue Ridge and he's a running a little bit late,
9 so we're going to restructure the schedule; go to
10 number two, then go to three, then go back to one, if
11 that's all right. So we're going to start with Item
12 number (b) #R2015-054, a resolution honoring Dr.
13 Ronnie L. Booth as the 2015 Southern Regional Chief
14 Executive Officer Award.

15 WHEREAS, Dr. Ronnie L. Booth, President of
16 Tri-County Technical College, did receive the 2015
17 Southern Regional Chief Executive Officer Award by the
18 Association of Community College Trustees; and

19 WHEREAS, Dr. Booth's innovative leadership
20 has led Tri-County Technical College to the highest
21 student success rate in the state; and

22 WHEREAS, Dr. Booth's vision to expand post-
23 secondary educational opportunities has resulted in
24 development of the nationally-recognized Bridge to
25 Clemson and Connection to College programs; and

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

31 WHEREAS, Dr. Booth's pioneering spirit
32 spearheaded the development of a one-of-a-kind
33 Industrial Development Center dedicated to educating
34 the workforce of the future and supporting the
35 training needs of local industries such as McLaughlin
36 Body Company, Watson Engineering, Sargent Metal
37 Fabrications, and SMF; and

38 WHEREAS, the Regional Chief Executive officer
39 is awarded to that leader who has demonstrated
40 exceptional leadership through the academic successes
41 of students, community and industry partnerships which
42 Dr. Booth has endeavored to establish and strengthen
43 during his twelve year tenure as President of Tri-
44 County Technical College.

45 NOW, THEREFORE, BE IT RESOLVED that, Anderson
46 County Council commends and honors Dr. Ronnie L. Booth
47 who passionately serves not just the young adults of
48 our County, but all who strive to continue their
49 education. We are appreciative of your attentiveness
50 to the ever changing technological advances in our

1 manufacturing/industrial culture of the Upstate and
2 salute your dedication and personal commitment to our
3 future workforce, educators and community leaders.
4 This resolution shall take effect and be in force
5 immediately upon enactment; RESOLVED in meeting duly
6 assembled this 6th day of October, 2015.

7 I put that in the form of a motion. Have a
8 second Ms. Wilson. Like to add my own personal thing
9 about Dr. Booth and this award or not, but he has been
10 a god-send to Anderson County and we're lucky to have
11 him here. And I always say in our Economic
12 Development announcements that this partnership with a
13 whole lot of folks, but we couldn't be where we are if
14 it hadn't been for Dr. Booth. And every time, not
15 only bringing in new industries, but keeping our ones
16 -- workforce and ones we have here, keeping them
17 trained. Whenever I've been a part of or known of
18 that we have a problem with existing industries trying
19 to get a workforce up and get them trained and
20 mandated, Dr. Booth's always willing to get his
21 technical college up for the force to get our
22 workforce and our citizens ready. And I know
23 personally and serving on several committees with him,
24 his -- he really cares deep down. It ain't just a
25 paycheck to him. He really cares about the community
26 and about education and about getting workforce and
27 getting people trained to work. And we really do
28 appreciate it, Dr. Booth. Anyone have anything? Mr.
29 Allen?

30 TOM ALLEN: Yeah, I would just like to
31 echo what the Chairman has said. Dr. Booth, thank you
32 so much for what you do for us in the way of economic
33 development. And I've often referred to these guys at
34 Tri-County Tech as our PT boat, our attack boat out
35 there. When we need to have something done here in
36 the county, whether it's brick layers, machinists,
37 welders, whatever it may be, these folks can, bang,
38 turn around on a dime and get something set up for us.
39 And that's what we need in order to get industry and
40 jobs in here. So, again, thank you very much for what
41 you do.

42 TOMMY DUNN: Thank you, Mr. Allen.
43 Anyone else? Hearing none, all vote on the motion
44 show of hands. All opposed like sign. Show the
45 motion carries. I'd like to mention Ms. Floyd's
46 having a little trouble, too, getting around, so she's
47 going to stay during the presentation, but she's --
48 when she can get up and doesn't have to get up and
49 down and we appreciate that. Show it's unanimous on
50 the vote.

1 And I'll put that in the form of a motion,
2 Mr. Chair.

3 TOMMY DUNN: Second by the entire
4 Council. Motion Mr. Allen. Just like to say we do
5 appreciate what all this group does. I'm going to
6 welcome, I think the Executive Director Ms. Callahan,
7 board members Ms. McAbee and Ms. Rockwell and what the
8 Sheriff -- Sheriff John Skipper and Sheriff's victim
9 assistance, I believe Ms. Burk. At this time we all
10 put that in the form of a motion. We'll vote. All in
11 favor of the motion show of hands. All opposed like
12 sign. Show the motion carries unanimously. We'll
13 step down here.

14 **(PRESENTATION OF PROCLAMATION)**

15 TOMMY DUNN: Got one more. At this time
16 we'll go back now to where we started, resolution
17 2(a).

18 Before we do that I would like to welcome --
19 we had a guest come in. Past representative Dan
20 Cooper. Glad to see Mr. Cooper here. Honor of his
21 presence.

22 Be moving on now to Item number 2(1), R 20-
23 15-053, a resolution to recognize and honor Blue Ridge
24 Electric Co-op on their 75th Anniversary. And I just
25 want to say before I turn it over to Ms. Wilson to
26 introduce this, I want to welcome Mr. Dalton, CEO of
27 the company here. Mr. and Mrs. Ben Bolt; Ben's been
28 with them a long time. I've known the Bolts all my
29 life. And appreciate what all they do. And Zach back
30 there's come back to Anderson County and glad to have
31 him here. Ms. Wilson.

32 CINDY WILSON: Thank you. It goes without
33 saying we never appreciate you fully until we go to
34 turn the switch on.

35 Resolution to Recognize and Honor Blue Ridge
36 Electric Cooperative on their 75th Anniversary and
37 other matters relating thereto.

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

43 **WHEREAS**, through the hard work and
44 determination of the local farmers who had to
45 guarantee a customer density of three consumers per
46 mile to begin construction, rural residents of
47 Anderson and surrounding counties collaborated to
48 ensure the co-op's success. The cooperative has grown
49 to 64,318 consumers with over 7,000 miles of cable in
50 the Upstate; and

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

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

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

21 NOW, THEREFORE, BE IT RESOLVED this 6th day
22 of October, 2015.

23 Chairman, may I put that in the form of a
24 motion.

25 TOMMY DUNN: Have a motion, need a
26 second.

27 TOM ALLEN: Second.

28 TOMMY DUNN: Second Mr. Allen. Let me
29 add, talked earlier about Dr. Booth about partnerships
30 and economic development industry. Blue Ridge
31 Electrical Co-op has been a great one. They were one
32 of the first ones at the table when it come up to our
33 spec building. And we really do appreciate that, and
34 having confidence in it and getting it done and doing
35 that and appreciate what all they do and the things
36 out there. And so, we have anything else? Mr.
37 Crowder?

38 FRANCIS CROWDER: I would like to also
39 express our appreciation for your dedication and
40 working with us on the TTI project and on the other
41 projects that will be in the future, as well as the
42 Wexler Project. It was supposed to be a spec building
43 but it turned out to be a construction effort and we
44 thank you for that. Because without that willingness
45 to chip in, Anderson County may not have been able to
46 move forward with the spec building. Thank you so, so
47 much. Appreciate it.

48 TOMMY DUNN: Thanks. All in favor of
49 the motion show of hands. All opposed like sign.
50 Show the motion carries unanimously. Would ask Mr.

1 Bolt and Ms. Bolt come up. Mr. Dalton.
2 **(PRESENTATION OF RESOLUTION)**
3 TOMMY DUNN: Other Council members keep
4 on going, but that's going to conclude this part of
5 our meeting to be over with and we'll reconvene at
6 6:30.
7
8 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:20 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
OCTOBER 6, 2015

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
FRANCIS M. CROWDER
GRACIE FLOYD
J. MICHAEL COLE
TOM ALLEN
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
KIM POULIN
LEON HARMON

1 TOMMY DUNN: At this time we'll get
2 started with the Council meeting of -- regular Council
3 meeting of October the 6th. At this time I'd like to
4 ask Councilman Cole if he'd lead us in the Invocation
5 and Pledge of Allegiance.
6 (INVOCATION AND PLEDGE OF ALLEGIANCE BY
7 J. MICHAEL COLE)
8 TOMMY DUNN: At this time ask for a --
9 are there any changes or corrections to be made to the
10 September the 15th meeting minutes? Mr. Crowder?
11 FRANCIS CROWDER: Mr. Chairman, I only have
12 one. On page 4 of the minutes line 32, delete the
13 word n-o and insert the word pleasure p-l-e-a-s-u-r-e.
14 That's it.
15 TOMMY DUNN: Thank you, Mr. Crowder.
16 Anyone else?
17 GRACIE FLOYD: Yeah, there were some
18 others.
19 TOMMY DUNN: Okay. Go ahead.
20 GRACIE FLOYD: Some others in there. But
21 I was unable to bring my book tonight so ??? another
22 one and I didn't -- and I haven't circled it, so ...
23 But I would like to go on record to say that there are
24 some others. And there was particularly one when I
25 was speaking. But since I don't have it, that's the
26 best that I can do. Thank you.
27 TOMMY DUNN: Thank you. Ms. Wilson.
28 CINDY WILSON: Thank you, Mr. Chairman.
29 There were a couple of them on page 3, line 12, real
30 should have been rail, r-a-i-l. And on line 44,
31 facilities such as Greenville County's Riverbend, and
32 that's one word. I put that in the form of a motion.
33 TOMMY DUNN: Anything else?
34 CINDY WILSON: Thank you.
35 TOMMY DUNN: Ms. Wilson makes a motion
36 to accept the minutes with those changes that her and
37 Mr. Crowder pointed out. We have a second?
38 TOM ALLEN: Second.
39 TOMMY DUNN: Second Mr. Allen. Any
40 further discussion? All in favor of the motion show
41 of hands. All opposed like sign. Show the motion
42 carries unanimously.
43 Moving on Citizens Comments. Mr. Harmon, our
44 attorney, calls your name out, please step forward,
45 address the chair, state your name, district, you have
46 three minutes and keep this first go round agenda
47 items only.
48 LEON HARMON: Mr. Chairman, the first
49 citizen signed up tonight is Mark Powell.
50 MARK POWELL: Mark Powell, District 7. I

1 can't wait to hear the explanation if a Christmas tree
2 is truly going to cost us forty something thousand
3 dollars. In my mind, what I know is going to be said,
4 is by the time we buy one and we pay an employee the
5 amount of hours that it takes to put the lights on it
6 and take the lights back off of it, we're going to
7 save money. That's the only logic I can see.

8 I'm also kind of confused as to how a
9 conservative, quote unquote, Republican, all but one
10 member of County Council, can have a Finance Committee
11 that even lets such a thing go beyond the Finance
12 Committee to come before the full Council. Unless, of
13 course, y'all just wanted to see the crazy things that
14 somebody within this organization presented to y'all
15 and y'all just want us to see just how crazy some of
16 these county employees can be. I can't wait to hear
17 the explanation for it. Thank you.

18 TOMMY DUNN: Next.

19 LEON HARMON: Next is Elizabeth Fant.

20 ELIZABETH FANT: My comment has to do with
21 procedure. I witnessed just now that program that you
22 had, the six to six thirty, and every time we have one
23 of these, and we have the people come get up front and
24 they have an accolade and a chance to speak, nobody
25 gives them a mike. I don't understand that. I
26 couldn't hear anything much except garbled mumble
27 jumble. It seems to me that if you're going to have
28 somebody and you want to reward them and you want them
29 to tell you what their program is about, I'm sure we
30 have a portable mike or some way to hand a mike down
31 the row to the people who are up there. This happens
32 every time.

33 And also, Ms. Wilson, when you were reading
34 your long thing, we could barely hear what you were
35 saying because it was down here like this. And I know
36 Ms. Kim has a hard enough time doing what she's doing
37 and then the transcribing person; it goes on and on
38 and on and I don't see why we don't fix it. Thank
39 you.

40 LEON HARMON: There's no one else signed
41 up, Mr. Chairman.

42 TOMMY DUNN: Okay. Thank you, Mr.
43 Harmon.

44 Next item, number 5, Request for 800 MHZ
45 Radios for Broadway Fire Department. Ms. Floyd.

46 GRACIE FLOYD: Thank you. The Broadway
47 Fire Department has asked the county to please help
48 with their 500 MHZ radio. It seems as if they ordered
49 several, but one of them came back as a 500 MHZ -- 800
50 MHZ. And they would like for the county to assist

1 them with the -- with putting that into operation, if
2 we can. That's in the form of a motion.
3 TOMMY DUNN: We have a motion Ms. Floyd.
4 We have a second?
5 MITCHELL COLE: Second.
6 TOMMY DUNN: Second Mr. Cole. Any
7 further discussion?
8 CINDY WILSON: Quick question, please.
9 TOMMY DUNN: Ms. Wilson?
10 CINDY WILSON: How many and at what cost?
11 TOMMY DUNN: One radio. Cost is in the
12 -- I think it's like less than ten dollars a month, if
13 I'm not mistaken.
14 CINDY WILSON: All right. Thank you.
15 GRACIE FLOYD: Mr. Chair, they didn't
16 discuss that. I have a letter in here from them if I
17 could just get my hands on it.
18 TOMMY DUNN: Well, we can ---
19 GRACIE FLOYD: It should have been in your
20 packet last time.
21 TOMMY DUNN: Yeah. That's right. It
22 was -- it's just the same thing we've done for other
23 departments. They want one radio turned on and it's
24 -- it comes through us as far as, you know, that
25 licensing fee, what it amounts to. Any more
26 discussion? All in favor of the motion show of hands.
27 All opposed like sign. Show the motion carries
28 unanimously. Thank you, Ms. Floyd.
29 Moving on. Number 6, Citizen Request to be heard
30 concerning abandonment of Faye Drive, Mr. Irving
31 Turner. Mr. Turner.
32 IRVING TURNER: I'm here to --
33 TOMMY DUNN: Excuse me, Mr. Burns, you
34 fix that mike for him. Now, you slipping and we're
35 going to have -- she's going to take your job if you
36 don't start moving a little bit quicker. I'm talking
37 -- I'm talking to Burns. He knows who I'm talking to.
38 Mr. Burns.
39 IRVING TURNER: Thank you. I'm here to
40 try to keep Faye Drive, the road closure, open. And I
41 guess I'm speaking for -- I guess y'all have a copy of
42 all this other Homeland Park Fire Department, School
43 District 5, and the sanitation department, about a
44 cul-de-sac at the end of the road. And we're just
45 trying to keep the road open. I live at the end of
46 the road -- next to the end of the road on the left
47 and the Administrator of District number 5 had a --
48 they have a school bus that turns around on Kaye Drive
49 and they said it was one of the five -- one of the
50 five dangerous spots for them to turn around and if

1 there was a cul-de-sac, they could turn down through
2 there. My daughter owns the property on the corner of
3 Faye Drive, and she said she would be willing to give
4 up ten foot over that way and ten foot back down to
5 where you could -- the school bus could turn in and
6 turn around and come back out. And I guess you got
7 all the other stuff, too.

8 I'm just proposing to keep the road open and
9 trying to get a cul-de-sac. And if it don't get the
10 cul-de-sac, get the road paved back because the road
11 asphalt and all has been dug up. We have the water
12 lines runs under that road -- the center of the road,
13 up the road, and if you close it off and if anybody
14 needs to make repairs on the roads or on the water
15 lines or anything, they will not be able to get down
16 there to make any repairs. And then my daughter owns
17 the corner lot, two acres with a trailer up there.
18 The water lines is down through there past that on,
19 you know, somebody else's property, so we're having to
20 -- she's going to have to get a permit to get a well
21 put in because the waterlines because you can't get
22 down there to work on the waterlines on the other
23 property. And I guess that's all.

24 TOMMY DUNN: Thank you, Mr. Turner.

25 IRVING TURNER: Thank you, sir.

26 TOMMY DUNN: Moving on to Item number 7,
27 SCAC Recommendations to the 2016 Legislation Regarding
28 County Governments and Intergovernmental Draft Report.
29 Mr. Crowder. Mr. Crowder.

30 FRANCIS CROWDER: I'm just -- this is really
31 for Council's information only. At your pleasure ???
32 go to Columbia to the South Carolina Association of
33 Counties workshop on intergovernmental relations. The
34 Association actually has four different workshops that
35 they invite members from County Council, it's usually
36 the Chairmans or the Chairman's appointee. I served
37 on the Intergovernmental Relationship, and so this
38 information is being provided to you and to the
39 Administrator and the county attorney so that you can
40 peruse these and make any recommendations that you so
41 see fit. And so, if you'll contact Mr. Burns and Mr.
42 Harmon and let them be the focus of collecting any
43 comments. These need to be sent to the South Carolina
44 Association of Counties within the next two or three
45 weeks. Thank you, sir.

46 TOMMY DUNN: Thank you, Mr. Crowder.
47 Appreciate you serving on that.

48 Moving ---

49 CINDY WILSON: May I?

50 TOMMY DUNN: Go ahead, Ms. Wilson.

1 CINDY WILSON: And thank you, Mr. Crowder.
2 I've read through here and there's several areas that
3 we, as a Council, should review and perhaps even come
4 up with a resolution for or against or a
5 recommendation in lieu of what's here in the booklet.
6 There are several things that are pretty disturbing.
7 And some things that need extra support. So may we
8 maybe look at having resolutions for the next Council
9 meeting to be sent to Columbia?

10 TOMMY DUNN: I think we ought to look at
11 it and make a report back, yes, ma'am.

12 CINDY WILSON: All right. Thank you.

13 TOMMY DUNN: Thank you.

14 Moving on to Item number 8, Anderson County
15 Future for Economic Development Business, Industry
16 Showcase. Mr. Crowder. Mr. Crowder.

17 FRANCIS CROWDER: Thank you, Chairman. At
18 the urging of Mr. Burriss Nelson and Mr. Burns, I went
19 out and attended the second day of this meeting. This
20 year they had it out at the Civic Center. They
21 usually have it up at Clemson. It's a consortium of
22 three counties that come together and have their
23 different industries and manufacturers that set up
24 booths that can talk to two different groups of
25 students that are bussed in from the three counties.

26 The first day they had the seniors so that
27 the seniors could look at the different kinds of
28 industry and manufacturing we have in Anderson County.
29 The second day was the day I attended. It had the
30 eighth graders that were bussed in so that they could
31 become acquainted at an early stage in life so that
32 they could hopefully make some education and training
33 opportunity decisions before they get out of high
34 school. The only reason I have it here is it was a
35 wonderful event. It gives you the opportunity to see
36 how many students we actually have. Didn't they have
37 about five thousand students that came in there?
38 About five thousand students. And I think it was
39 really great for Anderson County to step forward and
40 have the facility -- they had a gentleman from the
41 Department of Commerce, Mr. Acker, who is George
42 Acker, kind of a regional -- well, state manager of
43 Duke Energy. His son works with the Department of
44 Commerce. And he gave an overview to the students
45 about economic opportunities in South Carolina and
46 charged the students, and then they went in to look at
47 the different booths and spent time with the different
48 industries that they might have.

49 They had some really good displays there and
50 I compliment Mr. Burns and his -- Mr. Nelson and Mr.

1 Burns and their staff in getting this set up. I think
2 it was one of the very worthwhile projects that we
3 were ever involved in because we keep bringing
4 industry in, as everybody knows, and we keep saying
5 that we are short of trained employees. This was a
6 good start. So I thank you so much.

7 I believe, Kim, didn't you put the complete
8 book in each one of them's boxes? Yep. Only included
9 the first page. Thank you, sir.

10 TOMMY DUNN: Thank you, Mr. Crowder.
11 Appreciate it. I also made it out there about the end
12 of it. It was very good in talking to the people at
13 other entities that puts it on, the school board and
14 all, they was real impressed with the facilities at
15 the Civic Center. Hopefully I'll go back.

16 Moving on to Item number 9(a) 2015-026 an
17 ordinance amending section 2-351 (membership, terms)
18 of the Anderson County Code as to provide for terms of
19 service at the pleasure of council and to provide that
20 the Accommodations Tax Advisory Committee membership
21 shall meet the requirements of South Carolina Code
22 section 6-4-25.

23 This will be a public hearing. Anyone
24 wishing to step forward to speak to this, on this
25 matter, please step forward and state your name and
26 district and address the Chair. Anyone at all?
27 Hearing none, public hearing will be closed. We have
28 a motion to move this forward? Motion from Ms.
29 Wilson. Have a second?

30 TOM ALLEN: Second.

31 TOMMY DUNN: Second Mr. Allen. Any
32 discussion?

33 GRACIE FLOYD: Yes.

34 TOMMY DUNN: Ms. Floyd?

35 GRACIE FLOYD: Mr. Chairman, when we make
36 this ordinance that says the terms of service at the
37 pleasure of Council, we have people on our boards and
38 some of our commissions has been there -- that has
39 been there for the longest time. To me, when someone
40 sits on a board or commission for that long, it
41 doesn't give other citizens the opportunity to serve.
42 And someone sits that long it also can cause problems.
43 So I would be very careful to put something in there
44 like that that says that they shall serve at the
45 pleasure of Council.

46 Now, in my area, I do have some situations
47 where I need to find people to serve. It's not that
48 easy in my district. And I am actively seeking and
49 looking for somebody. The young man sitting up front
50 there can tell you that I have been working with him

1 to try to get him to take one of the positions. And
2 -- but I just don't like the idea of just leaving
3 somebody there forever. I think that -- I think that
4 we should have time limits on it. But I don't think
5 that's going to happen. But I am just reluctant just
6 to say this person will be there as long as the
7 Council wanted him -- wanted her or wanted him to be
8 there. I think we should be able to share their
9 responsibility of being on committees with other
10 people in our districts as well. And I thank you.

11 TOMMY DUNN: Thank you, Ms. Floyd. And
12 I definitely can understand that thing, but I just go
13 back to, you know, each Council person's elected by
14 the people and have the right to appoint who they want
15 to if they want to serve or whatnot. And they've got
16 a right, don't say they -- doesn't say they have to be
17 on there unlimited. They can change them when they
18 need to be. But it is hard for some of these things
19 to get somebody. When you find somebody that's
20 willing to serve and does a good job, you'd like to
21 take them on and I think this is just a thing to try
22 to clean up some of that. But I do understand where
23 you're coming from. If there's no more discussion,
24 we'll move this forward. All in favor show of hands.
25 All opposed. Show the motion carries with Mr. Allen,
26 Mr. Dunn, Mr. Cole, Mr. Crowder and Ms. Wilson in
27 favor, Ms. Floyd opposed.

28 Moving on to Item number 9(b) an ordinance
29 amending section 2-606 of the Anderson County Code so
30 as to allow for electronic/internet bidding for the
31 sale, transfer, and disposal of surplus county
32 personal property.

33 This will be a public hearing. Anyone
34 wishing to speak to this, please come forward, state
35 your name and district and address the Chair. Anyone
36 at all?

37 MARK POWELL: After witnessing the tax sale
38 yesterday I would say it would be a wonderful thing if
39 somebody could bid from a remote location no matter
40 what the county is selling, especially surplus
41 property, in order to have more people to be able to
42 participate. People couldn't get off work so they
43 couldn't bid. So they can bid anywhere they are, at
44 any time, click, click, click, highest bidder wins. I
45 think you would sell stuff for more money because more
46 people could actively participate. So I think this is
47 very wonderful.

48 TOMMY DUNN: Thank you. Anyone else?
49 Anyone at all? Hearing none, public hearing will be
50 closed. We have a motion to move this forward?

1 CINDY WILSON: So moved.
2 TOMMY DUNN: Motion Ms. Wilson. We have
3 a second?
4 TOM ALLEN: Second.
5 TOMMY DUNN: Mr. Allen. I want to point
6 out one thing before I open it up for discussion. I
7 think we brought this up for the vote the first time,
8 we sort of got -- some of us sort of got hung on the
9 dot gov or whatnot. This don't lock us in to nothing.
10 Can do whatever we want to do or whatnot. This just
11 says, got the option to do electronic bidding. It
12 could be any type of auction or bid or whatnot. Not
13 no one company or whatnot. Just wanted to say that.
14 And I know the staff is working on some different
15 alternatives about some things. We'll bring it up,
16 ask them to. Ms. Wilson, you have something?
17 CINDY WILSON: Thank you, Mr. Chairman. I
18 was one of those people who was concerned about that
19 and I've read through this and your comments are
20 reassuring. But there's one slight change that I
21 would suggest. And if you go from the bottom, go up
22 five lines, where it says proper public notice or by
23 electronic internet bidding to the highest bidder, I
24 would suggest that we put, instead of in lieu of
25 sealed or written bids, put in addition to accepting
26 written bids. That would give us the opportunity of
27 receiving written bids, maybe hand delivered or by
28 mail, or, and also the internet. I've been at some
29 auctions recently and that seemed to gather a lot more
30 attention and create a more spirited bidding
31 atmosphere. So I don't think that would change the
32 intent of the resolution -- the ordinance, but it
33 would allow for an additional opportunity.
34 TOMMY DUNN: This all right, Ms. Wilson?
35 Mr. Harmon, you got that, what she said and sort of
36 look at that and we'll vote on it next meeting night?
37 Would that be fine, look at that and give us a little
38 bit -- you can study it and make sure we get the
39 wording right?
40 LEON HARMON: Yes, Mr. Chairman. I'll be
41 glad to do that.
42 TOMMY DUNN: Good. Mr. Crowder?
43 FRANCIS CROWDER: The only comment I wanted
44 to make was the fact there was some questions about
45 the cost of auction and gov deal does charge a ten to
46 fifteen percent premium on the purchase of any item.
47 So if somebody purchases an automobile, I looked at a
48 hybrid car that was on the web today from somewhere in
49 the low part of South Carolina and the high bid was
50 fourteen thousand and five dollars and they had a

1 minimum bid of fourteen thousand and ten dollars. But
2 if they would have bought that, they would have then
3 had to pay in addition to the fourteen thousand ten or
4 fifteen percent added to that fee. It keeps sliding
5 around. Can you hear now?
6 TOMMY DUNN: Yes, sir.
7 FRANCIS CROWDER: Thank you. But that's just
8 information.
9 TOMMY DUNN: Thank you, Mr. Crowder.
10 Anyone else? Mr. Allen?
11 TOM ALLEN: Mr. Chair, just too, they
12 do charge, but so does a real auctioneer. They charge
13 ten percent, too, even if a human being comes out and
14 performs the auction. So you're going to pay that
15 premium either way.
16 TOMMY DUNN: Any more discussion? All
17 in favor to move this forward for third reading show
18 of hands. All opposed like sign. Show the motion
19 carries unanimously.
20 Moving on, Ordinance number 10, Ordinance
21 first reading 2015-027 an ordinance requesting to
22 rezone two parcels of property at Corner of Gerrard
23 Road and Centerville Road, TMS #(s) 095-07-03-009 and
24 095-07-03-010, +/- 1.43 acres. This is going to be
25 going from R-20 (Single Family Residential, 20,000
26 square foot lots) to R-D (Residential - Duplex). The
27 purpose for the rezoning request is to allow for
28 construction of duplexes.
29 At this time we'll be going into a public
30 hearing. Anyone wishing to talk to this matter,
31 please step forward and state your name and district
32 and address the Chair. Anyone at all? Hearing none,
33 public hearing will be closed.
34 You have anything, staff, you'd like to add
35 or anything?
36 MICHAEL FORMAN: No, sir, not at this time.
37 TOMMY DUNN: Appreciate it. Ms. -- you
38 got something, Ms. Floyd? Okay. Go ahead. You're
39 good.
40 GRACIE FLOYD: Could we -- have we
41 notified all of the residents in that zoning area
42 where this is close that there is a possibility that
43 it would be rezoned?
44 MICHAEL FORMAN: Yes, ma'am. We notify
45 within two thousand feet of the subject property.
46 GRACIE FLOYD: Okay. So how did you
47 notify them, please?
48 MICHAEL FORMAN: They are notified by
49 postcard which is mailed out from the county.
50 GRACIE FLOYD: Okay. Good. We've had

1 problems with this in the past. People will come and
2 say they were not notified and they needed to -- they
3 wanted to talk about it then, after it was all over.
4 But we have done that?
5 MICHAEL FORMAN: Yes, ma'am.
6 GRACIE FLOYD: I thank you.
7 TOMMY DUNN: Just for the record, this
8 is District 5. Anyone wishing to make a motion to
9 change this zoning request?
10 GRACIE FLOYD: Excuse me.
11 TOMMY DUNN: Yes, ma'am. It's in
12 District 5's area.
13 GRACIE FLOYD: I know that.
14 TOMMY DUNN: I'm just making the record
15 so everybody knows it. It says Centerville. I'm just
16 making it -- yes, ma'am.
17 GRACIE FLOYD: Yeah.
18 TOMMY DUNN: Anyone making a motion to
19 change this rezoning? Hearing none, motion dies for
20 lack of a motion.
21 Moving on, Item 10(b) 2015-029 an ordinance
22 to amend an agreement for the development of a Joint
23 County Industrial and Business Park (2010 Park) of
24 Anderson and Greenville Counties so as to enlarge the
25 park. Mr. Burriss Nelson. Mr. Nelson.
26 BURRISS NELSON: Mr. Chairman, members of
27 Council, thank you for this opportunity to speak.
28 This is property in Greenville County that will be
29 coming into Anderson County's coffers on a one percent
30 basis as prescribed by our reciprocal multi-county
31 park agreement. They'll be sending one percent of
32 that tax flow off of that project to our general fund.
33 TOMMY DUNN: Thank you. We have a
34 motion to move this forward?
35 CINDY WILSON: So moved.
36 FRANCIS CROWDER: Motion.
37 TOMMY DUNN: Motion Ms. Wilson. Second
38 Mr. Crowder. Any discussion? All in favor of the
39 motion show of hands. All opposed like sign. Show
40 the motion carries unanimously.
41 Moving on to 10(c) 2015-030 an ordinance to
42 amend an agreement for the development of a Joint
43 County Industrial and Business Park (2010 Park) of
44 Anderson and Greenville Counties so as to enlarge the
45 park. Mr. Burriss.
46 BURRISS NELSON: Mr. Chairman, members of
47 Council, this is similar to the one just previous.
48 These are properties in Greenville County that will be
49 sending a portion of their taxes to us. And it's a
50 recommendation from staff and the board that you give

1 favorable consideration.
2 TOMMY DUNN: Have a motion to move this
3 forward?
4 TOM ALLEN: So moved.
5 TOMMY DUNN: Motion Mr. Allen, second
6 Ms. Wilson. Any discussion? All in favor of the
7 motion show of hands. All opposed like sign. Show
8 the motion carries unanimously.
9 Moving on to (d) 2015-031 an ordinance
10 authorizing an Infrastructure Financing Agreement on
11 behalf of Project Liba (the "company"); the expansion
12 of the boundaries of the Joint County Industrial and
13 Business Park jointly developed with Greenville
14 County, South Carolina to include certain real
15 property located in Anderson County, South Carolina.
16 Mr. Nelson.
17 BURRISS NELSON: Mr. Chairman, members of
18 Council, this is an opportunity for capital investment
19 and jobs creation in Anderson County. This is a
20 company with ten years -- really the ownership was
21 thirty years of experience in successful design and
22 engineering, but his company has been in place for ten
23 years. Buying a facility and hiring twenty-five
24 additional engineers that will be residing, for the
25 most part, in Anderson County, with an average salary
26 of twenty-two dollars an hour. Payroll over a
27 million. And capital investment of one point two
28 million. The recommendation is to make this a multi-
29 county park agreement of six -- to -- multi-county
30 park agreement to -- well, since it will be a
31 commercial property anyway, it'll be a six percent
32 assessment ratio. So an SSRC of thirty-five percent
33 for -- SSRC of fifty percent for ten years to help
34 offset the cost of the facility. This comes to
35 Council as a recommendation for staff -- from staff
36 and from the Advisory Board with the recommendation to
37 give favorable consideration.
38 TOMMY DUNN: Have a motion? Motion Ms.
39 Wilson. Have second?
40 MITCHELL COLE: Second.
41 TOMMY DUNN: Second Mr. Cole. Any
42 further discussion?
43 CINDY WILSON: Real quick correction,
44 please. On our summary on the second page, it said a
45 hundred and twenty-five new full-time jobs. And I'm
46 sure that was just a typo.
47 BURRISS NELSON: It is, and I apologize.
48 I'll correct that for the next meeting.
49 GRACIE FLOYD: Excuse me.
50 TOMMY DUNN: Go ahead, Ms. Floyd.

1 GRACIE FLOYD: If that's a typo, what's
2 the correct thing?
3 BURRISS NELSON: Twenty-five.
4 TOMMY DUNN: Twenty-five.
5 BURRISS NELSON: Twenty-five jobs.
6 GRACIE FLOYD: Thank you.
7 TOMMY DUNN: All in favor of the motion
8 show of hands. All opposed like sign. Show the
9 motion carries unanimously.
10 Moving on to (e) 2015-033 an ordinance
11 authorizing execution and delivery of an
12 Infrastructure Financing Agreement between Anderson
13 County, South Carolina and "Project Lab" granting
14 certain infrastructure credits to Project Lab; the
15 expansion of the boundaries of the joint county
16 industrial park jointly developed with Greenville
17 County, South Carolina to include certain real
18 property located in the County. Mr. Nelson.
19 BURRISS NELSON: Mr. Chairman, members of
20 Council. This is another opportunity for jobs
21 creation in Anderson County. A machine tool
22 technology company with thirty years of experience and
23 investment in Anderson County with existing jobs will
24 be investing one point five million in equipment and
25 creating an additional thirteen jobs. They hope that
26 it'll be as many as twenty-two. Average salary,
27 because it is machine tool technology, is certainly
28 above the county average of sixteen forty-three. This
29 is seventeen fifty-four. Would add an additional new
30 payroll to Anderson County at the minimum of thirteen
31 jobs of four hundred and fifty-six thousand dollars in
32 annual payroll. This is a multi-county park agreement
33 that, because it is manufacturing, that will give an
34 equivalent of a six percent assessment ratio and a
35 thirty-five percent SSRC for the first five years.
36 This comes to Council as a recommendation from staff
37 and from the Advisory Board to give favorable
38 consideration. Thank you.
39 TOMMY DUNN: Have a motion to move this
40 forward? Motion Mr. Cole, second Mr. Crowder. Any
41 discussion? Hearing none, all in favor of the motion
42 show of hands. All opposed like sign. Show the
43 motion carries unanimously.
44 BURRISS NELSON: Thank you for your support.
45 TOMMY DUNN: Thank you, Mr. Nelson.
46 Appreciate the good work y'all -- you and your staff's
47 doing. Keep it up.
48 BURRISS NELSON: Thank you, sir.
49 TOMMY DUNN: Moving on to Item number 11
50 Resolutions. Next is 11(a) R2015-042 a resolution

1 expressing county council's position to judicial
2 abandonment. This was requested by a citizen at the
3 end of Faye Drive. Mr. Burns, if you would, I'm
4 sorry, I can't think of his name, but I know he's
5 here, wanting to speak to this -- you want to speak to
6 this matter?

7 DOUG PROCTOR: My name is Doug Proctor
8 and I'm in Mr. Dunn's district. Allison Park is a
9 subdivision that was put in place some thirty-five
10 years ago by Calhoun Pruitt, intended to build homes
11 out there. They built two homes and they didn't
12 proceed with that project so it turned into like a
13 little mobile home district out there. So all the
14 lots turned out to be mobile home districts. When he
15 deeded the roads to the county, he put in cul-de-sacs
16 on all the roads. Thirty-five years and no cul-de-
17 sacs ever been put in. Just dirt entrance where the
18 road ends. Thirty-five years there's never been a
19 need for it. My property completely surrounds -- all
20 it is is a fifty foot circle where it was proposed to
21 be a cul-de-sac. And there's only two people live on
22 the street. We have two residents there, which is my
23 daughter is one and myself. The road is like four
24 hundred and fifty feet long. There's no hazard of a
25 fire truck or anything getting in because there's big
26 wide driveways. They've been there before when
27 someone started a fire, the fire truck come, they had
28 no problems getting in and out.

29 With the county's expense, if they were to
30 close this one or build a cul-de-sac like it should
31 be, they would need to finish the entire project and
32 put in an additional four or more cul-de-sacs at these
33 dead end roads where the population doesn't call for
34 it. We've had thefts, we've had vandalism, we had a
35 lot of problems. And the reason that I requested to
36 be closed off is for that reason; for security
37 reasons. No other reason. Nobody's property joins --
38 will be cut off. There's -- it's twenty-five feet --
39 the road goes twenty-five feet past the nearest
40 property which is a rental property. And I'd ask it
41 to be cut off so I could -- security reasons. The air
42 conditioner has been stole, windows broken out; if
43 you're not there all the time, so that's the reason I
44 was asking for it. I've maintained that area for the
45 past thirty-five years. And it's not maintained by
46 the county, anyway. That was the reason I asked for
47 it to be closed. And you can tell, I don't know if
48 you can see this, but this is Faye Drive. It comes
49 down and the nearest property -- there's only two
50 people on that road. And the nearest property which

1 the person that talked to you previously, he has this
2 property -- a half acre rented. He's twenty-five feet
3 from where the paved road ends which doesn't affect
4 his getting in and out at all. It doesn't affect
5 anybody other than, you know, my daughter's property
6 and my property getting in and out. We were wanting
7 it for security reasons. Anyone would like to ask me
8 any questions?

9 TOMMY DUNN: No, that's good. We
10 appreciate it. Thank you.

11 DOUG PROCTOR: Okay. Thank you.

12 TOMMY DUNN: As Council knows, I just
13 want to reinstate for the record, we don't -- Council
14 doesn't have authority to abandon or to close roads.
15 That has to be a judicial matter. We can stay on
16 this. But we have had a request by the citizens to
17 abandon the roads. I know we've got letters from the
18 Fire Department asking us to open the school for his
19 request. So at this time I'll ask does anybody want
20 to make the motion to -- for abandonment on this road?
21 Anyone? Hearing none, motion dies for lack of a
22 motion.

23 Moving on to Item number 11(b) R#2015-056 a
24 resolution authorizing the Anderson County Roads and
25 Bridges Department to perform maintenance on certain
26 identified gravel roads. Mr. Burns.

27 RUSTY BURNS: The last time we had a
28 meeting, Mr. Dunn, we are on the roads list, that is
29 the result of the ordinance that we passed. Every
30 Council member has a list of those roads that need to
31 be approved by Council so we can perform work on them.

32 TOMMY DUNN: Hearing that, anybody want
33 to make a motion to move this forward? Motion Mr.
34 Allen, second by Mr. Crowder. Any discussion?
35 Hearing none, all in favor of the motion show of
36 hands. All opposed like sign. Show the motion
37 carries unanimously.

38 Moving on to Item number 13, Report from the
39 Planning and Public Works Committee. Ms. Wilson.

40 CINDY WILSON: Thank you, Mr. Chairman.

41 TOMMY DUNN: I'm sorry, I missed number
42 12. I'm sorry. Last Council meeting I think I made a
43 mistake in saying come from the Finance -- it come
44 from the request from the Finance Committee, which it
45 did not. They did not have a recommendation. So it's
46 time to clean it up. Open it back up for discussion.
47 Keep everything straight. And the motion that I'm
48 going to make is to shred everything that the
49 Administration has requested except the credit card
50 statements from '97 to 2008 and the accounts payable

1 for fiscal year '97 to 2008. Put that in the form of
2 a motion.

3 CINDY WILSON: Second.

4 TOMMY DUNN: Second Ms. Wilson. Have
5 any discussion now?

6 GRACIE FLOYD: Mr. Chairman, I understood
7 that it did come from the Finance Committee.

8 TOMMY DUNN: It didn't. And I stated it
9 did, but it didn't. Kimberly corrected -- Ms. Poulin
10 corrected me at the last -- after the meeting was over
11 with. Next day.

12 GRACIE FLOYD: Okay. But not -- I didn't
13 think that because you -- I didn't think that because
14 you, you know, said that. I just thought all the time
15 that it came -- because I thought that they were the
16 ones who sent that sheet ---

17 TOMMY DUNN: They talked about it, but
18 they never made a recommendation. They did send a
19 sheet out and done that, but they never made a formal
20 recommendation.

21 GRACIE FLOYD: Oh. But they did send that
22 sheet out?

23 TOMMY DUNN: Yes, ma'am.

24 GRACIE FLOYD: Okay. Well, have that
25 sheet been checked again? Because at the last
26 meeting, one of the members of that committee found
27 something that should not be shredded. And if we
28 hadn't a brought it up it would have been gone. But
29 have they ---

30 TOMMY DUNN: My understanding is it's
31 been checked and rechecked. I asked them to go over
32 -- to do due diligence between -- since I got the
33 phone call last Wednesday or Thursday to now.

34 GRACIE FLOYD: Okay, good. Thank you.

35 TOMMY DUNN: Thank you. Mr. Allen.

36 TOM ALLEN: I just had a question. I
37 know when it -- when this was discussed before there
38 was a question about storage space and room to store
39 this. How ---

40 TOMMY DUNN: They can handle this.

41 TOM ALLEN: --- if we keep it. How
42 long will they be kept now, then?

43 TOMMY DUNN: I guess it'll be brought up
44 in another year.

45 TOM ALLEN: Will it come up again in a
46 year?

47 RUSTY BURNS: Unless Council takes action
48 at some other point in time, they'll be held in
49 perpetuity.

50 TOM ALLEN: I didn't know if there was

1 a requirement like seven years on income tax or
2 anything. Okay. Thank you.

3 TOMMY DUNN: All in favor of the motion
4 show of hands. All opposed -- I'm sorry.

5 FRANCIS CROWDER: Can we have a ---

6 TOMMY DUNN: Yeah, just get this. We've
7 got to vote on this. All in favor of the motion that
8 I made show of hands. All opposed. All abstentions.
9 Show the motion carries, Mr. Allen, Mr. Dunn, Mr.
10 Cole, Mr. Crowder, and Ms. Wilson in favor, and Ms.
11 Floyd abstains. We'll take a short break, if you
12 would. We'll be back in a second.

13 **(BREAK FROM 7:15 TO 7:21 PM)**

14 CINDY WILSON: (No audio)... Forman, Mr.
15 Forman and staff have created and implemented a new
16 web page for interested citizens to track zoning
17 applications. By going to AndersonCounty.org and then
18 to the Planning and Community Development Department
19 and next to zoning, one can now track rezoning
20 applications. Mr. Forman updates each application
21 after each meeting in the process. This is a welcome
22 addition in our effort to keep the public informed.

23 Mr. Forman then provided the latest action in
24 our neighborhood initiative program which is based on
25 the county having received almost two and a half
26 million dollars to purchase, demolish, site prep and
27 green and maintain for three years derelict home
28 sites. This is a voluntary program. It joins another
29 county program to clean up blighted home sites as
30 available tools aiding our public safety and public
31 appearance for neighborhoods. Several presentations
32 have been made around the county and at most of our
33 towns.

34 We then discussed the possible need to
35 improve building and codes standards and setbacks with
36 Mr. Barry Holcombe, our Building and Codes director.
37 And we were joined in this discussion by Mrs. Dean
38 O'Hicks of the Homebuilders Association. The county
39 enforces according to the International Residential
40 Code. Excluding individual private homes, most of
41 what was built and/or developed in the county prior to
42 the recession appears to have been obviously better
43 quality than the tract home developments and slab
44 homes going in now. It has been pointed out that the
45 language in the International Code does seem to give
46 the county building inspectors and the department some
47 discretion in accepting or declining engineer stamped
48 plans. It was also pointed out that the County
49 Council would need to upgrade standards by ordinance
50 if that is the desire. A sloping and setback

1 requirement is being reviewed for possible ordinance
2 consideration. Due to the heavy volume of rainfall
3 and other factors, these two issues in high density
4 developments must be improved.

5 This report is just a synopsis of what we
6 discussed and we'll just present that as no action
7 taken, but plenty of discussion.

8 Does anyone have any questions or any
9 additions you would like to make?

10 TOMMY DUNN: Appreciate the work, Ms.
11 Wilson, what the committee's doing.

12 Now we'll be moving on to Item number 14,
13 Report from the Finance Committee. Mr. Crowder.

14 FRANCIS CROWDER: Thank you, Chairman. You
15 see the agenda that the Finance Committee had. The
16 first item was bids from the East-West Parkway
17 construction.

18 Mr. Burns, you want me to call Mr. Carroll,
19 or you want me to just go ahead and do it? All right.
20 You'll recall that several months ago, if not longer,
21 we contacted Duke Energy to see if they would be
22 willing to allow us to lease in perpetuity or for some
23 extended period of time a plot of land on the East-
24 West Parkway and the intersection of Hobson Road where
25 we could have a parking space for citizens that either
26 walk there or bicycle there, due to the fact that
27 numerous complaints have gotten to me relative to the
28 fact that people were parking on private property and
29 especially the property of the people who wanted to
30 use the East-West Parkway for commercial purposes and
31 Council passed the East-West Connector overlay.

32 So after getting landscape architects and
33 others to come up with a desirable plan, that document
34 was put out for bid and the lowest bid was by Moats
35 Construction Company. They actually bid a five
36 part bid, but we're only going to accept the first
37 three parts. And the reason I say that, this money's
38 coming out of my paving account and my recreation
39 account. In fact some of it's been previously
40 approved many months ago.

41 And so, the Finance Committee recommends
42 approval of the bid from Moats Construction for
43 ninety-eight thousand oh sixty-six for the base bid,
44 for six thousand five hundred and sixty-eight dollars
45 for the first addition and for the second addition
46 thirty-three thousand dollars. However, Mr. Carroll,
47 we may not need to exercise the expenditure for the
48 two benches because we've had a company in town
49 volunteer to provide us with two very nice benches for
50 -- at no cost. So the Finance Committee recommends

1 this to Council for their consideration.
2 TOMMY DUNN: Coming from the Finance
3 Committee it doesn't need a second. Any more
4 discussion?
5 GRACIE FLOYD: I have a question.
6 TOMMY DUNN: Yes, ma'am.
7 GRACIE FLOYD: Benches that's going to be
8 donated in kind to the county for this, will they have
9 advertising on it?
10 TOMMY DUNN: I don't know.
11 FRANCIS CROWDER: I don't know; it depends.
12 Does Council doesn't want them to do it, it's Chick-
13 fil-A.
14 GRACIE FLOYD: No, I mean, if we have
15 benches and they were going to do it for free for
16 advertising, don't -- shouldn't we offer that same
17 opportunity to everyone else?
18 TOMMY DUNN: Well, I think we can offer
19 it to anybody. I think we can welcome anybody that
20 wants to give us -- give us a bench. And I think the
21 most that would be on it, it might be a -- you know,
22 just say I don't know what the right word would be,
23 but like donated by Chick-fil-A or something. I don't
24 think -- I don't see anybody ---
25 GRACIE FLOYD: Donated by Chick-fil-A
26 would be fine. But if they have advertisement; come
27 to buy chicken from Chick-fil-A, I've seen that all
28 over the county. At one time in the city when people
29 would put up benches, they would be advertising their
30 companies, their organizations. If we're going to let
31 that happen, I think we need to put that out to any --
32 to give other folks an opportunity to bid on it or to
33 want to do the same thing.
34 TOMMY DUNN: I think it would just be --
35 I feel sure going in it would just be -- if anything
36 it would just say donated by what you call it.
37 GRACIE FLOYD: Yeah, donated. And also my
38 other question is that since this place is in the
39 city, it is in the city, and they did ---
40 TOMMY DUNN: This part won't be.
41 FRANCIS CROWDER: This is in the county.
42 TOMMY DUNN: This is in the county.
43 GRACIE FLOYD: The -- then we aren't
44 talking about the East-West Connection. I thought we
45 were talking about roads -- I mean putting in parking
46 spaces.
47 TOMMY DUNN: We are, but part of it's in
48 the county part's in the city. Part we're talking
49 about is in the county; Mr. Crowder's district. It's
50 in the county, though, it's on the right side going

1 out.
2 GRACIE FLOYD: Okay. So the city has
3 nothing to do with this part of it. Okay, good.
4 Thank you.
5 TOMMY DUNN: You're welcome. All in
6 favor of the motion show of hands. All opposed like
7 sign. Show the motion carries unanimously.
8 Go ahead, Mr. Crowder.
9 FRANCIS CROWDER: All right, thank you, sir.
10 The next item is re-roofing the museum. Would you
11 like to do that one, Mr. Carroll? Thank you. I'm
12 not a roofing specialist.
13 TOMMY DUNN: I don't think we got none.
14 ROBERT CARROLL: I'm not either, sir, but
15 I'll try to speak to it. We received bids on this.
16 First of all we sent it to approximately thirty-three
17 vendors. We had about eleven or twelve vendors to
18 show up for the pre-bid meeting at the museum. We
19 received one bid from C. E. Bourne out of Greenwood,
20 South Carolina for a price of four eighty-three --
21 four hundred eighty-three thousand one hundred thirty-
22 six dollars. After speaking with our architect
23 engineer down in -- from Davis and Floyd and meeting
24 with staff, we came up with some alternates there that
25 we felt would not compromise the roof, and were able
26 to cut thirty-three thousand one thirty-six off of
27 that bid. So staff is recommending award for four
28 hundred and fifty thousand dollars.
29 FRANCIS CROWDER: So we are finally,
30 hopefully, getting the museum done. So the Finance
31 Committee makes that recommendation.
32 TOMMY DUNN: We have a motion from the
33 Finance Committee, doesn't need a second, for a low
34 bid of I'll just say of the museum roof. Any
35 discussion? All in favor of the motion show of hands.
36 All opposed. Show the motion carries with Mr. Allen,
37 Ms. Floyd, Mr. Cole, Mr. Crowder and Ms. Wilson in
38 favor and Mr. Dunn abstains.
39 Moving on, Mr. Crowder.
40 FRANCIS CROWDER: All right. You recall ???
41 (audio cut out) authorized for us to invite people to
42 be on a possible analysis of the EMS situation for
43 Anderson County. That was put out in a request for
44 quotation and two people bided on the document. And
45 I had the opportunity to sit in as a -- just a
46 visitor. And one company was Fitch and Associates and
47 the other one was the Polaris Group. And the review
48 committee from the purchasing group recommend that we
49 choose the Fitch and Associates. If you go on the
50 internet and look them up, you'll see where they're a

1 very competent company. They've done studies all over
2 the United States, although I will say that a high
3 percentage of them are with fire departments that run
4 EMS systems, but they've done others. In fact,
5 they've done one almost comparable to this in Upstate
6 New York. And so the Finance Committee is
7 recommending the Fitch and Associates. Mr. Burns
8 asked me -- is that not true -- to come up with a
9 scope of work because if we're going to select them to
10 do the study, we need to tell them at least the
11 minimum of what we expect in the study. So if you
12 will notice that there's a draft outline of the scope
13 of work for the EMS study. And if you page through
14 it, I was very careful to note that we would expect
15 one of the options that they come back to us with
16 would be to look at our current situation and see if
17 it could be tweaked and made it a viable option. But
18 you'll also notice that we said that you could have
19 other items to be considered. Number one would be to
20 -- number two option could be consolidate zones.
21 Number three option would be a countywide system by
22 one or more contracts. The fourth option could be a
23 countywide system by putting out a bid for a
24 countywide system. And a fifth one is any other model
25 that they might want to come up with. So the Finance
26 Committee has recommending the Fitch Group and the
27 scope of work for them to go by as a minimum.

28 TOMMY DUNN: Okay, Mr. Crowder. Coming
29 from the Finance Committee doesn't need a second, the
30 recommendation of the Fitch Company. I think all
31 Council had a member to sit in on some of their -- two
32 companies' presentation. So if there's any
33 discussion. Hearing none, all in favor of the motion
34 show of hands. All opposed. All abstentions. Ms.
35 Floyd?

36 GRACIE FLOYD: Mr. Chairman, I'm trying to
37 decide because I didn't get a chance to sit in on it.
38 I don't even know -- I'm sure that the word was put
39 out, but I didn't get it, so I will be voting -- my
40 constituents don't like me to abstain, but I'm going
41 to abstain on this one.

42 TOMMY DUNN: Okay. Show the motion
43 carries with Mr. Allen, Mr. Dunn, Mr. Cole, Mr.
44 Crowder and Ms. Wilson in favor and Ms. Floyd
45 abstains.

46 Moving on next to item number B, capital
47 projects.

48 FRANCIS CROWDER: All right. Thank you, Mr.
49 Chairman. The emergency services group division and
50 the hazmat team is requesting to purchase an Extendo

1 bedslide for the hazmat truck that they currently
2 have. They are transferring money and they're
3 recommending that that be purchased by Lights Up LLC.
4 And so the Finance Committee recommends that company
5 to be awarded the bid.

6 TOMMY DUNN: Coming from the Finance
7 Committee, again, doesn't need a second. Any
8 discussion? Hearing none, all in favor of the motion
9 show of hands. All opposed like sign. Show the
10 motion carries unanimously.

11 Moving on to item number 2, the Stalker
12 Radar.

13 FRANCIS CROWDER: Yes, sir. The Finance
14 Committee recommends that the bid be awarded to the
15 company because it is a sole source purchase. They're
16 the only makers of that kind of device. Stalk
17 Incorporated in the amount of six thousand four
18 hundred and forty-six dollars and seventy-five cent.

19 TOMMY DUNN: Have a motion on the floor.
20 Again, coming from Finance Committee doesn't need a
21 second. Any discussion? All in favor of the motion
22 show of hands. All opposed like sign. Show the
23 motion carries unanimously.

24 Moving on to item number 3, Christmas tree.

25 FRANCIS CROWDER: Okay. Christmas tree. All
26 righty. The Christmas tree -- just because the
27 Finance Committee puts something on the Council's
28 agenda does not mean necessarily that the Finance
29 Committee approved of it and sends it forward with our
30 endorsement, we're under obligation that even if we
31 disagree with it, full Council has the right to look
32 at that and decide for themselves. And that seems to
33 be the case tonight. The recommendation from the
34 county is to purchase a stackable tree in the amount,
35 with the ornaments and the top, in the amount of forty
36 thousand four hundred and twelve dollars and seventy-
37 five cents. Now, it's open for Council's
38 recommendation ---

39 TOMMY DUNN: Mr. Crowder, can I ask a
40 question? This did not -- y'all did not recommend
41 this, right? It's not coming from -- y'all
42 recommended to put it before full Council without a
43 recommendation.

44 FRANCIS CROWDER: Yep. Well, so that ---

45 TOMMY DUNN: Yes, I got -- but y'all
46 didn't recommend -- y'all just recommended it come
47 before full Council, but y'all did not endorse or deny
48 nothing. Y'all just moved it forward to full Council.

49 FRANCIS CROWDER: Well, I think there was at
50 least some consensus that we needed to put a Christmas

1 tree over in front of the courthouse because the last
2 two that we put over there have died.

3 TOMMY DUNN: Yes, sir.

4 FRANCIS CROWDER: And there was also some
5 discussion of the fact that it might need to be of a
6 removable type due to the fact that people say that,
7 well, we -- people going by can't even look at our
8 beautiful courthouse. Now, that's -- you know.

9 TOMMY DUNN: We can get it there, but
10 I'm just trying to clear up for the record. You
11 didn't make a recommendation.

12 FRANCIS CROWDER: No, sir. For the record.

13 TOMMY DUNN: We can open it up for
14 discussion now. Mr. Burns.

15 RUSTY BURNS: Yes, sir.

16 TOMMY DUNN: Can y'all make a
17 recommendation to come back -- another recommendation
18 to come back for Council. I mean, my personal thing
19 would be, would be to look at a live tree. One we
20 could go up and put up and take down after the thing's
21 over with. Not leave it up there. We definitely need
22 a Christmas tree. I ain't no humbug. I think we need
23 that. But at this time I can't see, you know -- I
24 know there's got pros and cons, I'm going to let you
25 speak on this. It got blowed out -- way out of
26 proportion like a lot of stuff does. But anyway, the
27 citizens of Anderson enjoy coming to a Christmas tree
28 festival. I've been to it about every year since I've
29 been on Council, so we need to keep that tradition up
30 and have stuff going on downtown. Good for that, but
31 I don't know about the money. You want to speak on
32 this?

33 RUSTY BURNS: The idea behind that, Mr.
34 Dunn, was the fact that we do have a lot of people who
35 enjoy the view of the courthouse. And we had many
36 comments that the permanent tree blocked the view of
37 the courthouse. Okay. That was one of the reasons.
38 The other one, we usually spend about ten days putting
39 up the Christmas tree and we have to rent lifts and we
40 have to do those things. It takes a lot of man hours,
41 woman hours, to do that. This would be stackable. It
42 would be one piece. It comes with a very serious
43 warranty. There are some of these trees that have
44 been up for seventeen years. So that's the reasoning
45 behind it.

46 The other fact that Mr. Crowder pointed out
47 was that we have had bad luck with trees in that
48 location. And so that was the reasoning behind it.
49 That was an up-to price, if we purchased a thirty-four
50 foot tree. But that is the County seat, it is the

1 center piece of all of the county Christmas
2 celebrations. You have thousands of people who attend
3 that. If Council wishes us to come back with another
4 recommendation, we will be more than happy to, because
5 I can assure you, I've had a number of people call me
6 and volunteer Christmas trees to the county, if we
7 would come get them. But we would also probably need
8 to look at someone who had serious expertise in
9 planting this tree.

10 TOMMY DUNN: Well, I make the motion we
11 can come back for another recommendation next Council
12 meeting.

13 TOM ALLEN: Mr. Chair, I just want to
14 make a comment, too. Yeah. I mean, forty grand is an
15 awful lot for a tree and that's not going to happen.
16 But it did have to come before Council. That was all
17 we decided on in the Finance Committee.

18 But I would say, too, over there in that
19 location, you can't actually plant what we normally
20 consider a Christmas tree, like a spruce or a fir,
21 because of all the concrete and it's too hot over
22 there. Those things won't survive. There are holly
23 trees, though, like Emily Bruner is one of them, or
24 Emily Stevens; I think it's Emily Bruner. Those
25 things get huge and they can be trimmed into a
26 beautiful conical shape. They have the red berries,
27 the whole nine yards. I think they get up around
28 twenty feet tall or so. So there are options could go
29 in there, but we'd have to look at that very carefully
30 if we want to put a live tree in over there, because
31 not everything's going to survive in that concrete and
32 in the heat over there. And that was all I had to
33 say.

34 TOMMY DUNN: Thank you. Ms. Floyd.

35 GRACIE FLOYD: Mr. Burns, could you please
36 tell us, where did the price come from? Who did --
37 did you do this or did you have a committee that did
38 it?

39 RUSTY BURNS: I had a group of county
40 employees who made suggestions and recommendations.
41 We examined all the literature about live trees, about
42 trees like this. We looked where other places have
43 trees like this. And the prices came from examining
44 them on the internet and talking with people about
45 where to get these prices. That's where that came
46 from.

47 GRACIE FLOYD: Uh-huh (affirmative). I
48 know that we have some really good county employees
49 who have been doing this for years. But before we put
50 up that -- what was that tree? Magnolia tree. Before

1 we put that up the other tree died, right? It was a
2 cedar tree or something.
3 RUSTY BURNS: Yes, ma'am. And it died.
4 GRACIE FLOYD: So that didn't do well
5 there.
6 RUSTY BURNS: No, ma'am.
7 GRACIE FLOYD: Okay. What -- if we got
8 this tree, how long would it last?
9 RUSTY BURNS: Ms. Floyd, I can't judge
10 that on how long it would last.
11 GRACIE FLOYD: Well, you see, if we're
12 going to pay forty something thousand dollars, it's
13 got to last for a while.
14 RUSTY BURNS: Oh, the forty thousand
15 dollar tree, they have some of those that have been in
16 operation for seventeen years. So if you think the
17 impression that some people have is that we were going
18 to spend forty thousand dollars to buy a tree for one
19 year is completely inaccurate. I mean, that wouldn't
20 ---
21 GRACIE FLOYD: I think that's the problem
22 right there.
23 RUSTY BURNS: Well, but that wouldn't
24 make any sense at all.
25 GRACIE FLOYD: It would not, yeah.
26 RUSTY BURNS: No, ma'am.
27 GRACIE FLOYD: But this tree, if we put it
28 up, it could save us in the long run.
29 RUSTY BURNS: Well, it will save you on
30 man hours.
31 GRACIE FLOYD: On man hours.
32 RUSTY BURNS: It takes us a long time to
33 decorate that Christmas tree. We get the lift and
34 while we're doing that, that takes away from other
35 activities we have. So we were looking at the total
36 time it took to put up, and we were looking at the
37 time it took to put down. But again, one of the key
38 considerations is people like looking at that
39 courthouse. And they just like that open space.
40 Because it does open up that plaza. So that's where
41 it came from.
42 GRACIE FLOYD: Well, you know, ---
43 RUSTY BURNS: I take full responsibility
44 for it.
45 GRACIE FLOYD: And I will accept some of
46 the responsibility for it. You've got some good
47 people. But I, too, bought a tree like that. And I'm
48 going on five years with mine now. And every year I
49 don't have to worry about putting up a Christmas tree
50 -- I mean, I don't have to worry about getting a

1 Christmas tree, lugging it home, putting it on top,
2 and it has really saved me money because I think I
3 paid forty something dollars for mine, you know, so
4 that's less than ten dollars a year. Okay. I would
5 support this.

6 MITCHELL COLE: Mr. Chair.
7 TOMMY DUNN: Mr. Cole.
8 MITCHELL COLE: I would suggest we come
9 back with a comparison over time what a live tree of
10 whatever height we want versus the cost of this ---
11 RUSTY BURNS: Be happy to.
12 MITCHELL COLE: -- or the average life of
13 this tree and that way we have a fair comparison.
14 RUSTY BURNS: Yes, sir.
15 MITCHELL COLE: And right now, we don't
16 have that.
17 RUSTY BURNS: No, sir.
18 GRACIE FLOYD: Excuse me, Mr. Chair.
19 TOMMY DUNN: Let Mr. Crowder get and
20 then we'll come back to you. Mr. Crowder.
21 FRANCIS CROWDER: Well, you know, keep in
22 mind I'm a kid at heart. Plus I worked for five years
23 -- ten years in a five and ten cents store, so I love
24 Christmas. And I think one of the tremendous
25 contributions that Anderson County can make to its
26 citizens in toto, as well as visitors, is to have a
27 worthwhile lighting exhibit. Now, I do agree that
28 forty something thousand dollars is a significant
29 amount. So if you go on line and look at that
30 particular site which I did, after our discussion,
31 this is a stackable tree. All the parts are big parts
32 and they come out of boxes and you just basically kind
33 of lay them in there and it can be put up quite
34 easily. Now, when you start talking about trees that
35 are twenty, twenty-four plus feet tall and putting
36 lights on it, that's a labor intensive job. Very
37 labor intensive job. And actually two men, probably
38 in a day could put up that Christmas tree, based on
39 what it looked like to me. But maybe one option might
40 be instead of having a thirty foot one, is to come
41 down and see what an eighteen foot one or twenty foot
42 one does in addition to what my other colleagues have
43 stated. So thank you.
44 TOMMY DUNN: Thank you. Ms. Floyd.
45 GRACIE FLOYD: Mr. Burns, if we have to go
46 through this again, would you please have someone to
47 check with other counties with our size and population
48 to see if they are doing this and find out, you know,
49 how it works. But, you know, I don't do math that
50 quickly in my head. But you know, if you divide the

1 seventeen years into the cost of this tree, I mean,
2 we'll be saving money. We've spent money on worse
3 things. Thank you.
4 TOMMY DUNN: Thank you. Ms. Wilson.
5 Want everybody to get in on this.
6 CINDY WILSON: Okay. Very quickly. Just
7 a suggestion. While we're going through this
8 discussion and exercise of opinions and so forth, I
9 wonder if it wouldn't be a really neat community
10 project to have all the school districts design
11 ornaments or something to put on the tree and really
12 get into the community spirit. That might be a fun
13 thing to involve our schools with. And scale over in
14 the court yard plaza over there makes a big
15 difference, and I'm not sure a tall tree, as tall as
16 this, would be as attractive as maybe one a little
17 shorter. And maybe we can talk with some of the local
18 growers, get some more ideas. Thank you.
19 TOMMY DUNN: Thank you. We have a
20 motion of the floor. All in favor of the motion show
21 of hands.
22 GRACIE FLOYD: What was the motion?
23 CINDY WILSON: Do what?
24 TOMMY DUNN: Mr. Allen, you seconded it.
25 Motion was to come back with more recommendation --
26 another recommendation -- more recommendations for the
27 next Council meeting. Come back with more options for
28 Council. All in favor of the motion show of hands.
29 All opposed. Show the motion carries Mr. Allen, Mr.
30 Dunn, Mr. Cole, Mr. Crowder, and Ms. Wilson in favor.
31 Ms. Floyd opposes.
32 Now moving on next to the Tri-County
33 Technical College bond preference.
34 FRANCIS CROWDER: Sure, thank you. You will
35 recall that Council agreed to participate in the
36 funding of the new student center at Tri-County Tech.
37 And so, what the -- Dr. Booth and them want is a
38 letter that says basically do you want us to float the
39 bond and you pay your part of the payment or do you
40 want to float the bond and you pay for that. And the
41 recommendation that we had from Finance I believe was
42 to let them -- to let them float their bond and we pay
43 their payment of it so that that bond indebtedness
44 does not count against Anderson County's bond
45 indebtedness. So in order to let Mr. Booth know what
46 our decision is, that is our recommendation, that we
47 send a letter to Mr. -- Dr. Ronnie Booth saying that
48 we would prefer the option of them acquiring the bond
49 and we would make the payments.
50 TOMMY DUNN: Okay. We have a motion

1 coming from Finance Committee, again, doesn't need a
2 second. Any discussion?

3 CINDY WILSON: May I, Mr. Chairman?
4 TOMMY DUNN: Ms. Wilson?
5 CINDY WILSON: Just some additional
6 conversation on this. The county's portion is
7 projected to be thirteen and a half million dollars.
8 But there was discussion that the -- that Tri-County
9 Tech had done their homework and had come back saying
10 it would be more like twelve point six million
11 dollars. With the school doing the bond, that would
12 be spread out more like twenty years. And it is for a
13 student success center. We're definitely wanting
14 badly to help as much as we can with Tri-County Tech,
15 but we were also concerned about the increase of
16 millage for the county taxpayers. So we also pointed
17 out if we could do this without going overall increase
18 in taxes for the county taxpayers. And I think that
19 may be a possibility, possibly.

20 TOMMY DUNN: I do, too. Thank you, Ms.
21 Wilson.

22 FRANCIS CROWDER: I hate to belabor this, but
23 I was also part of that same discussion. I'm fully in
24 support of going ahead and giving them a letter. But
25 I think the thrust and budget preparation next year
26 for me to be able to vote for the budget would be for
27 us not to increase one point two or three mils to pay
28 for this. But to somehow include it in the current
29 millage that we have. But -- so, I'm ready for the
30 vote.

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

34 Moving on to Item number (D) transfers.

35 FRANCIS CROWDER: All right. There are two
36 kinds of transfers. The vast number of them are
37 transfers to get the books right at the closing of the
38 end of the year, which in essence means that the money
39 has already been spent. And so, consequently, we
40 actually have no other option than to approve the
41 transfers. Now, Mr. Burns and Ms. Davis have met with
42 all the department heads and basically said they're
43 not -- they were not going to tolerate these kinds of
44 large transfers, you know, that are requests to
45 transfer for a hundred, two hundred, three hundred,
46 four and five hundred dollars, that's to be expected.
47 But when you start asking for thirteen thousand dollar
48 transfers and twelve thousand dollar transfers and six
49 thousand transfers, especially for items, you know,
50 where you go out and buy a large number of t-shirts

1 for an activity and it wasn't budgeted and you just go
2 ahead and spend the money anyway.

3 Anyway, the second kinds of transfers are
4 transfers in this fiscal year to move money into
5 categories that we need to have it in, in order to
6 move forward. The number one one that if you will
7 notice is for the -- to give the economic development
8 department moving money so that it can hire an intern
9 for a short period of time and to pay the associated
10 social security and benefits on that temporary intern.
11 So the Finance Committee basically, after much
12 discussion, recommends approval of all of these
13 transfers, both the ones to close the books, which
14 quite frankly we have no choice, because the money's
15 already gone. And the second one was for the few
16 transfers for the economic development people to be
17 able to hire the limited time planning intern for
18 economic development.

19 TOMMY DUNN: Have a motion from Finance
20 Committee; doesn't need a second. Any discussion?

21 CINDY WILSON: May I, Mr. Chairman?

22 TOMMY DUNN: Yes, ma'am.

23 CINDY WILSON: A quick comment. We were
24 told that our County Administration and finance folks
25 were meeting with these transfer departments. And it
26 might be interesting if we had a little comment from
27 Mr. Burns as he told us the other day what the
28 possible consequences of continuing to come back to us
29 with transfers that he and Ms. Davis have admonished
30 department heads on. Thank you.

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

35 Ms. Davis, before you leave, step up here
36 just right quick. I just want to reiterate something.
37 We had discussion in Council meeting about two or
38 three months ago about these transfers. You remember
39 that?

40 RITA DAVIS: I do, sir.

41 TOMMY DUNN: Make sure you carry it on,
42 because this is it.

43 RITA DAVIS: I understand, sir.

44 TOMMY DUNN: Thank you, appreciate it.
45 Enough said.

46 GRACIE FLOYD: Mr. Dunn, I didn't
47 understand that.

48 TOMMY DUNN: She did, that's all that --
49 we had a discussion, it was in an open meeting, about
50 budget transfers. Don't come before -- don't ask --

1 don't do it and ask for forgiveness.
2 GRACIE FLOYD: Oh, that's what you're
3 saying. Okay.
4 TOMMY DUNN: Moving on ---
5 FRANCIS CROWDER: Yes, sir.
6 TOMMY DUNN: --- Finance Committee is
7 asking to go into Executive Session for personnel
8 matters.
9 FRANCIS CROWDER: The Finance Committee
10 recommends that we go into Executive Session to
11 discuss economic development matters and personnel
12 matters. That comes as a recommendation from the
13 Finance Committee.
14 TOMMY DUNN: Doesn't need a second
15 coming from the Finance Committee. All in favor of
16 the motion show of hands.
17 GRACIE FLOYD: I have a question.
18 TOMMY DUNN: Yes, ma'am. Go ahead.
19 GRACIE FLOYD: Thank you. On that end of
20 it, what -- can we talk about the personnel committee,
21 and I know we can't call names and stuff and it was
22 executive session, but kind of like to know what
23 happened.
24 TOMMY DUNN: We're going to find out
25 when we go back there in Executive Session.
26 GRACIE FLOYD: Oh, I didn't understand.
27 TOMMY DUNN: Oh, okay, I'm sorry. We're
28 voting to go into Executive Session to find out and
29 then we'll come back out and vote, if there's anything
30 to vote on.
31 All in favor of the motion to go into
32 executive session show of hands. All opposed. It was
33 unanimous. We'll go right back here.
34 FRANCIS CROWDER: Rita, you got the
35 information?
36 TOMMY DUNN: It makes it a lot easier on
37 Ms. Floyd. We'll go right back here.
38 FRANCIS CROWDER: Burriss, is Rita going to
39 come back with us, sir? Thank you.
40 **(EXECUTIVE SESSION FROM 7:58 PM TO 8:18 PM)**
41 TOMMY DUNN: (No audio)... executive
42 session. Second Mr. Allen. All in favor of the
43 motion show of hands. Show the motion carries
44 unanimously. Let the record show that we will be --
45 no action will be taken on economic development
46 matters. That was only taken for information only.
47 We're waiting on further time to get some more
48 information what materializes to act on. Come back
49 and be voted on.
50 At this time I'll ask Mr. Harmon, we are

1 going to make a motion coming from the -- to start
2 paying the Administrator's insurance.

3 LEON HARMON: Yes, sir, Mr. Chairman.
4 The motion should be that the county will provide
5 health insurance coverage for the Administrator.

6 TOMMY DUNN: Something we haven't been
7 doing and we agreed we would do that when we hired
8 him. And he has -- until this time, I think Honea
9 Path has been doing it and he's now no longer with
10 them and with us. So it's only right for us to do
11 insurance. That comes from the Finance Committee;
12 doesn't need a second. Now is there any discussion?
13 Hearing none, all in favor of the motion show of
14 hands. All opposed like sign. Show the motion
15 carries unanimously.

16 Now, second, we have a motion about a salary
17 adjustment at the animal shelter.

18 LEON HARMON: Yes, Mr. Chairman, the
19 motion would be to adjust the salaries as discussed.

20 TOMMY DUNN: This will be for a
21 caretaker II at the animal shelter. And this will be
22 coming from the Finance Committee, it doesn't need a
23 second. And that will be -- the position will be in
24 line to make it more equitable. Are there any
25 discussion? All in favor -- this is from the
26 Administrator's recommendation. All in favor of this
27 motion show of hands. All opposed. Show the motion
28 carries unanimously. Thank you.

29 FRANCIS CROWDER: Can I just make one
30 correction?

31 TOMMY DUNN: Yes, sir.

32 FRANCIS CROWDER: Finance Committee did not
33 recommend because we were in the Executive Session.
34 We recommended to bring it to Council for their
35 consideration. Okay.

36 TOMMY DUNN: Okay. Thanks.
37 Now we'll be moving on to appointments to
38 boards and commissions, number 15. Mr. Allen, you
39 have any?

40 TOM ALLEN: None at this time.

41 TOMMY DUNN: Ms. Floyd?

42 GRACIE FLOYD: Yes, sir. I have one.

43 TOMMY DUNN: Need me to move on and come
44 back to you, give you time?

45 GRACIE FLOYD: Would you please do that?
46 Thank you.

47 TOMMY DUNN: Yes, ma'am. Mr. Cole?

48 MITCHELL COLE: None at this time.

49 TOMMY DUNN: Mr. Crowder?

50 FRANCIS CROWDER: None at this time.

1 TOMMY DUNN: Ms. Wilson?
2 CINDY WILSON: ???
3 TOMMY DUNN: District 5 has one. For
4 the Human Relations Committee or Council, be Rhonda
5 Frisbie. And I put that in the form of a motion.
6 TOM ALLEN: Second.
7 TOMMY DUNN: Second Mr. Allen. Any
8 discussion? All in favor of the motion show of hands.
9 All opposed like sign. Show the motion -- you vote
10 for that, don't you, Ms. Floyd?
11 GRACIE FLOYD: Yes, sir, I do.
12 TOMMY DUNN: All in favor of the motion.
13 Show it's unanimously.
14 Now we'll be moving on, Planning Committee.
15 I think Ms. Floyd has an appointment for the Planning
16 Committee.
17 GRACIE FLOYD: Yes, I do. I have an
18 appointment for the Planning Committee. He comes well
19 qualified to us. And he has the background that we're
20 going to need for that commission. He's a nice
21 fellow. I'm having trouble finding him.
22 TOMMY DUNN: Mr. Allen, you got the name
23 in front of you?
24 TOM ALLEN: Lonnie Murray.
25 TOMMY DUNN: Ronnie Murray. Lonnie
26 Murray.
27 GRACIE FLOYD: Okay. His name is Lonnie
28 Murray. Lonnie comes to us from the Upstate of New
29 York, I believe it is. I think that he would be an
30 asset to Anderson County on this committee. I have
31 met him; I know him well. And I know his wife very
32 well. He would do us a good job.
33 TOMMY DUNN: Put that in the form of a
34 motion.
35 GRACIE FLOYD: Form of a motion.
36 TOMMY DUNN: Ms. Wilson seconds it. Any
37 discussion? All in favor of the motion show of hands.
38 All opposed like sign. Show the motion carries
39 unanimously. Anything else, Ms. Floyd?
40 GRACIE FLOYD: No. That's the only one I
41 had for tonight.
42 TOMMY DUNN: Thank you, Ms. Floyd.
43 Moving on to item number 16, Request from
44 Council members. Ms. Wilson.
45 CINDY WILSON: Thank you, Mr. Chairman. I
46 have two for this evening. One is for thirty-five
47 hundred to the Cheddar Youth Center for their programs
48 and infrastructure work. And also, two hundred and
49 fifty dollars for Safe Harbor from the District 7
50 recreation account. And may I put that in the form of

1 a motion?
2 TOMMY DUNN: Thank you. We have a
3 motion. Have a second?
4 MITCHELL COLE: Second.
5 TOMMY DUNN: Second Mr. Cole. Any
6 discussion? All in favor of the motion show of hands.
7 All opposed like sign. Show the motion carries
8 unanimously. Mr. Crowder?
9 FRANCIS CROWDER: I have two from my
10 recreation account, Chairman. If I can make those two
11 simultaneously.
12 TOMMY DUNN: Yes, sir.
13 FRANCIS CROWDER: The first one is five
14 hundred dollars to Foothill Alliance and the second
15 one is six hundred dollars from Safe Harbor.
16 TOMMY DUNN: Have a motion. Have a
17 second?
18 TOM ALLEN: Second.
19 TOMMY DUNN: Second Ms. Wilson. Any
20 discussion? All in favor of the motion show of hands.
21 All opposed like sign. Show the motion carries
22 unanimously. Mr. Cole?
23 FRANCIS CROWDER: I have another one.
24 TOMMY DUNN: Oh, I'm sorry, Mr. Crowder.
25
26 FRANCIS CROWDER: I'm sorry. I was just
27 trying to get -- I'd like to move five thousand
28 dollars out of my recreation account to Parks,
29 Recreation and Tourism for them to purchase a walkway,
30 a pad and a picnic table over at the Brown Road ---
31 TOMMY DUNN: Boat ramp.
32 FRANCIS CROWDER: --- yep, boat ramp. And a
33 Boy Scout will be placing a second picnic table over
34 there as part of his eagle scout project. But we will
35 be paying for the concrete. Keep in mind that the
36 concrete and the pads have to meet ADA compliance so
37 you would think, you know, the five thousand dollars
38 would be a lot, but it's got to be engineered and
39 approved, so ...
40 TOMMY DUNN: We have that coming from
41 Mr. Crowder to do that budget transfer. We have a
42 second?
43 MITCHELL COLE: Second.
44 TOMMY DUNN: Second Mr. Cole. Any
45 discussion? All in favor of the motion show of hands.
46 All opposed like sign. Show the motion carries
47 unanimously. Anything else?
48 FRANCIS CROWDER: Well, I have one from my
49 paving account. I would like to move one hundred and
50 ten thousand -- well, a hundred thousand dollars to

1 whomever is going to manage this project for the East-
2 West Connector Parkway.
3 CINDY WILSON: Second.
4 TOMMY DUNN: Second Ms. Wilson.
5 FRANCIS CROWDER: Well, that's contingent
6 upon Duke Energy finally giving us approval to do it.
7 Every time we -- they say, well, the contract is in
8 the mail, the contract's in the mail. Okay?
9 TOMMY DUNN: We have a motion from Mr.
10 Crowder and second from Ms. Wilson. Any further
11 discussion? All in favor of the motion show of hands.
12 All opposed like sign. Show the motion carries
13 unanimously. Anything else, Mr. Crowder?
14 FRANCIS CROWDER: That's it, finally.
15 TOMMY DUNN: Thank you. Mr. Cole?
16 MITCHELL COLE: Mr. Chairman, I have four
17 tonight. I can combine all four of them.
18 TOMMY DUNN: Yes, sir.
19 MITCHELL COLE: Foothill Alliance, five
20 hundred dollars. Safe Harbor, six hundred dollars.
21 Crescent High School band, one thousand dollars. BHP
22 Special Services, which is Special Olympics, fifteen
23 hundred dollars. And that's it.
24 TOMMY DUNN: We have a motion by Mr.
25 Cole. We have a second?
26 TOM ALLEN: Second.
27 TOMMY DUNN: Second Mr. Allen. Any
28 discussion? All in favor of the motion show of hands.
29 All opposed like sign. Show the motion carries
30 unanimously. Thank you, Mr. Cole. Ms. Floyd?
31 GRACIE FLOYD: Yes, I have only one. I
32 would like to appropriate one thousand dollars from
33 District 2's account, rec account, to Men at Work.
34 They have their own file with their papers that they
35 need to do already. They -- five hundred will go
36 towards taking the kids up to Denver Downs for that
37 little pumpkin thing they have up there. And the
38 other five hundred will go towards a father and son
39 activity. I put that in the form of a motion.
40 TOMMY DUNN: Do we have a second?
41 MITCHELL COLE: Second.
42 TOMMY DUNN: Second Mr. Cole. Any
43 further discussion? All in favor of Ms. Floyd's
44 motion show of hands. All opposed like sign. Show
45 the motion carries unanimously.
46 Anything else, Ms. Floyd?
47 GRACIE FLOYD: No, that's all I have.
48 TOMMY DUNN: Mr. Allen?
49 TOM ALLEN: Yes, Mr. Chair. I have
50 two. I'd like to do them together.

1 TOMMY DUNN: Yes, sir.
2 TOM ALLEN: Five hundred dollars for
3 Foothill Alliance And six hundred dollars for Safe
4 Harbor.
5 TOMMY DUNN: We have a motion Mr. Allen.
6 We have a second?
7 CINDY WILSON: Second.
8 TOMMY DUNN: Second Ms. Wilson. Any
9 discussion? Hearing none, all in favor of the motion
10 show of hands. All opposed like sign. Show the
11 motion carries unanimously.
12 District 5, I want -- I'll revisit these two.
13 I'm working on a park project right now, so I need to
14 see how much it's going take and what it's going to
15 get and I'll revisit some of these after I get that
16 and find out.
17 So moving on to Item number 17,
18 Administrator's report.
19 RUSTY BURNS: Mr. Chairman, the only
20 thing I have tonight is to -- and I think most members
21 of Council know that we have Anderson County employees
22 who are helping in Richland County and the city of
23 Columbia. And we also have city of Anderson employees
24 helping in Columbia. And we also have some other
25 employees who may be going down to assist in the
26 speciality areas of sewer, assessing, and general
27 damage control with our public works department.
28 TOMMY DUNN: Thank you, Mr. Burns.
29 Okay. Moving on to Item number 18, Citizens
30 Comments. Please step forward, address -- your name
31 and district, address the Chair, and you have three
32 minutes.
33 LEON HARMON: Mr. Chairman, first person
34 signed up is Mark Powell.
35 MARK POWELL: Mark Powell, District 7.
36 First thing I'd like to talk about is the tree.
37 Pretty good answer. But you need to think about
38 something. We were told we spend ten days decorating.
39 Not a tree. The square. Think about the results of
40 the answer that you were given. I was actually going
41 to suggest you fire someone for even suggesting that
42 we have a forty something thousand dollar tree, but
43 after hearing that transfer of money -- after hearing
44 -- I was going to suggest that you fire the person who
45 suggested the Christmas tree, but after hearing some
46 of the stuff I heard tonight, when you've got
47 employees spending money, transferring money -- oh,
48 God, think back twelve years ago. It still lives
49 today. Maybe some people need to be fired who are
50 still breaking the rules, who are still employed.

1 The next thing I want to talk about is the
2 roads. My road got paved. Well, it didn't get paved.
3 They put down the black gooey stuff. They sprayed
4 gravel that came from Salisbury, North Carolina. It
5 cost eighty dollars a load just to get it here. Then
6 they sprayed gooey stuff on top of it. And they had
7 just painted the yellow lines the month before. All
8 that got covered up and had to be painted again. I
9 understand from talking to the paving contractor that
10 regular pavement is about the same price by the time
11 they use the stupid little gravel that has to come
12 from Salisbury, North Carolina.

13 The other thing I'd like to talk about is the
14 tax sale yesterday. The tax sale yesterday. I
15 haven't been in twenty years. I had heard how it's
16 working now. Twenty years ago there was a group of
17 investors that would show up with a million bucks,
18 quarter million bucks, and they start buying property,
19 number one, until their money ran out. Then the next
20 guy would buy sixty thousand. Well, yesterday was the
21 most atrocious thing I've ever seen. Taxes owed,
22 twenty-five hundred bucks, which is 2014-2015 penalty
23 and fees. So if someone bought that twenty years ago,
24 you would get three percent interest for six months --
25 I mean, three months. Six percent, nine percent,
26 twelve percent. But things have changed. South
27 Carolina is one of only two states in our nation that
28 allows it. What happens in Anderson County now is, a
29 person goes in and a tax bill is twenty-five hundred
30 bucks. They can buy and spend, yesterday, up to
31 twelve times that amount and now the homeowner if they
32 want to redeem their property have to spend the
33 twenty-five hundred that was already owed. Instead of
34 three percent of that, six percent, nine or twelve
35 percent of twenty-five hundred. Now that new
36 purchaser gets the full amount of the tax bill. They
37 can bid high enough so that the customer now has to
38 pay double. Now that's weird enough. But what's
39 really weird, a property that had twenty-five hundred
40 dollars worth of tax owed on it, sold for a hundred
41 and fifty thousand dollars. Commercial property on
42 Murray with twenty-five thousand dollars owed on it,
43 sold for four hundred thousand, six hundred thousand.
44 It's the craziest thing I've ever seen. And it went
45 on right here in Anderson County.

46 LEON HARMON: Time.

47 MARK POWELL: Why's that? Because our
48 state legislators allowed that to happen. I knew none
49 of you know any of that happened so please check into
50 it. It's absurd.

1 TOMMY DUNN: Thank you. Next.
2 LEON HARMON: Elizabeth Fant.
3 ELIZABETH FANT: Elizabeth Fant, District 3.
4 About the Christmas tree. I had a question about
5 exactly where you're going to put the tree. Is it
6 where the other one was? And then, where are you
7 going to store this tree if it's a plastic tree?
8 Where are you going to put it during the rest of the
9 year? Have you thought about where you're going to
10 put it? And instead of putting it out on the square,
11 how about putting it down in Wren Park? That would be
12 a great place where everybody could sit down on the
13 outdoor whatever and have Christmas carols and
14 whatever. You'd get a lot more area for people to be
15 in than you would scrunched up here on the square.
16 Second question I have is on fee in lieu of.
17 You know the Michelin Starr business, they have pretty
18 much shut down except for a skeleton crew. But
19 they're one of the ones that got fee in lieu of.
20 How's that going to affect our agreement?
21 Third thing, the water. The storm. South
22 Carolina has experienced not only like the Hugo that
23 was back in the 1990's, but we've experienced really a
24 Katrina here in South Carolina. If you want to help
25 with that, I know that the New Spring campuses have
26 been collecting bottled water and taking it down to
27 Columbia. Also in the morning at Concord Baptist
28 Church under Jeff Duncan's leadership, anybody that
29 wants to bring bottled water from 8 to 9:30 in the
30 morning, they're going to be collecting that and
31 taking it down to Columbia. One of my friends,
32 college roommate, lived in Columbia. He lost his
33 house. The whole thing. It's submerged under water.
34 He also owned a house at the beach. That house is
35 totally submerged under water. We need to be
36 cognizant and thinking about these people, just
37 because it didn't hit us so badly. Those people are
38 going to be hurting for a long time. The
39 transportation issues, the water issues, when the
40 water subsides, it's still going to be water in places
41 where it's going to cause mosquitoes, typhoid,
42 tetanus, all of that. The road transportation, how
43 are people going to get to the hospital from certain
44 pockets of Columbia? I hope there will not be price
45 gouging on gas, groceries and so forth.
46 One good thing about that locally, you know,
47 we've experience some of the storm and the wind, too.
48 PAWS, our animal shelter, on their web site has been
49 asking people that if they find or lose a dog or cat,
50 to let them know so they can put that up on the web

1 site. Somebody tried to give me a dog today that was
2 under those kinds of circumstances and I directed them
3 to take it to PAWS so it could have -- see if it had a
4 chip. But that's a worthy service and we're glad
5 they're doing that. Thank you.

6 TOMMY DUNN: Mr. Harmon.

7 LEON HARMON: Dan Harvell.

8 DAN HARVELL: Dan Harvell, Anderson

9 County District 3. Mr. Chairman and members of
10 Council, I'm here tonight to bring to your attention
11 something you may know about, but I'm not sure, so I
12 want to make sure that you're briefed on this and have
13 information that will be helpful moving forward. I'm
14 part of a group called Secure South Carolina. That's
15 a group of grassroots individuals who are very
16 concerned about the refugee resettlement program
17 that's beginning to happen all over America, starting
18 actually in Spartanburg, South Carolina. There was a
19 meeting in Spartanburg several Sundays ago where the
20 attendance was about three hundred and we had a very
21 world recognized expert on immigration there to speak
22 to us, Mr. Mike Cutler, warning us of the dangers of
23 this program. I've given you this packet which has
24 all the information that you really need to know. It
25 also has a resolution that our group has gotten
26 together that will be given to every County Council,
27 to every city council, to every town council in South
28 Carolina, as well as distributed to all the lawmakers
29 at the State House and the Governor and some other
30 bureaucratic positions.

31 This is a dire situation and if you're
32 familiar with Senator Jeff Sessions, he held a hearing
33 in the Senate several days ago, and I'll just briefly
34 highlight what was learned at that hearing. The
35 testimony provided today -- that was the second of
36 October -- further erodes my confidence in our ability
37 to vet Syrian refugees or to control the extraordinary
38 expense imposed on taxpayers. The following facts
39 were established conclusively. We do not have access
40 to any Syrian government data base to learn the
41 backgrounds of these individuals. We do not have
42 adequate resources or records and will not conduct any
43 meaningful investigation to each of the thousands of
44 applicants. The Administration approves over ninety
45 percent of all those coming. We have no capability to
46 determine the likelihood that Islamist refugees, once
47 admitted to the United States, will become involved in
48 terrorist activity. I won't read these on because you
49 can read them yourselves.

50 But the problem here is we have a very dire

1 safety concern with people coming here that are
2 totally unvetted. We don't know who these people are.
3 We have to trust that they are good people. That they
4 are not infiltrating us with radical Islamism. That
5 they're not going to come over here. We have to hope
6 that they're not going to join or be radicalized once
7 they get here. It's a real risk to our communities.
8 There are already a few in Spartanburg. There are
9 more that are on the way and we are trying to stop
10 this before it goes any further. This is a nationwide
11 effort that's being done in every state of the nation
12 ---

13 LEON HARMON: Time, Mr. Chairman.
14 DAN HARVELL: --- and it is up to local
15 governments to take a stand. And I appreciate your
16 time.

17 TOMMY DUNN: Yes, sir.

18 DAN HARVELL: Thank you.

19 TOMMY DUNN: Now moving on to Council
20 comments from Council. Mr. Allen?

21 TOM ALLEN: Just a quick statement or
22 two. Talk about putting the Christmas tree over at
23 Wren Park. I believe that's the city's doing over
24 there. I can't really see us decorating the city;
25 they can put their own tree up. Number 2 ---

26 TOMMY DUNN: Now, where's your love at
27 the Christmas time, Mr. Allen?

28 TOM ALLEN: Hey, hey, Dunn. Bah,
29 humbug. Let them put their own tree up over there.
30 We've got our own problems. Second question, who put
31 the little blue outhouse out on the East-West
32 Connector; the little port-a-john?

33 TOMMY DUNN: I thought they took it from
34 you. I think it's yours you had up there at the T. Ed
35 Garrison Center.

36 TOM ALLEN: I might have voted for it
37 and didn't realize it. Does anybody know who put that
38 out? Or where it came from? Mr. Crowder, did you put
39 that out there?

40 FRANCIS CROWDER: What?

41 TOM ALLEN: That little blue outhouse
42 out there on the East-West Connector?

43 FRANCIS CROWDER: No.

44 TOM ALLEN: Little blue port-a-john
45 sitting out there.

46 FRANCIS CROWDER: I thought that was you
47 because that's out close to your district.

48 TOM ALLEN: I could have voted for it
49 and didn't know it. I'm just curious as to where it
50 came from, seriously.

1 TOMMY DUNN: We can get that -- we can
2 get a top notch crack investigator reporter to get
3 right on top of it.

4 TOM ALLEN: That's right. Investigator
5 reporter, that's what we need in this whole process.

6 But one final comment, I just want to thank
7 all the county employees that have already headed to
8 those portions of the state that are in such dire
9 trouble right now, because they have an absolute mess
10 down there. So I want to thank them ahead of time.
11 And that's all I have Mr. Chair.

12 TOMMY DUNN: Thank you, Mr. Allen. Ms.
13 Floyd?

14 GRACIE FLOYD: Yes, I have a couple of
15 things. But that little blue house, it was an
16 outhouse, we didn't have to pay for it, so leave it
17 alone. Don't look a gift horse in the mouth.

18 First of all, last Thursday we had a meeting
19 over at the Emergency Preparedness Center where we
20 were preparing for what was to come and we just praise
21 God that it didn't come as badly as we thought it
22 would come. Mr. Cole and I attended that. And as
23 chairman of the Emergency Committee, I felt like I
24 needed to be there. But you would have been proud of
25 us and the way we were preparing. If God had chosen
26 to put us in the dilemma, you know, we would have made
27 him proud, because you know we were ready.

28 On the morning of -- I can't remember what
29 day it was, was it Saturday morning, Mr. Dunn? No,
30 I'm sorry, Mr. Burns, was it Saturday morning that it
31 rained so bad and we had the trees falling around?
32 Okay. It was Saturday. And the day I want to talk
33 about was Saturday. I was worried about some seniors
34 in my district, so I went out twice to talk with them
35 about what I wanted them to do in case a certain bank
36 would overflow and all of that. So we got that taken
37 care of. Holt Hopkins rode with me. But Saturday
38 morning I got up by myself and I went out there
39 because I wanted to check the gullies. Do you call
40 them gullies? The gullies.

41 TOMMY DUNN: Gullies, ditches.

42 GRACIE FLOYD: Okay. Yeah, well, I wanted
43 to check that. And what I saw, I made a list to give
44 to Holt Hopkins because we have some areas where it
45 was like a salmon swimming upstream. It was water
46 coming out on the road and in people's yards. It was
47 unreal. And I talked to some people while I was out
48 there. Some of them were in the rain. One lady was
49 -- the water was coming into one lady's yard and into
50 her doghouse. And she was concerned about the dog

1 because he had nowhere to go because the water was
2 coming in there. But I did that and I went around
3 looking at some trees that had fallen. We were
4 without power for a while, but I did okay. But I'm
5 going to encourage you, as Council members, that the
6 next time we have a full blown rain storm, if you can
7 get out, you might want to do the same things for your
8 community.

9 I want to tell you something about all these
10 businesses, these companies coming in. They're
11 bringing twenty-five jobs and they're bringing this
12 many jobs and everything. That's good. That's good.
13 But what bothers me that -- is according to the ACS
14 report, the unemployment rate for African American is
15 -- in all of Anderson County in 2014 was thirteen
16 point five percent compared to the eight point seven
17 for the entire population. Now we have gone down this
18 year, but the African American rate is still high and
19 I'm wondering why. I'm wondering why. I think that
20 this is something that we need to look at because we
21 all pay taxes. And these companies are coming in,
22 they all are here because there are people here that
23 need jobs. And why the rate is so high for African
24 Americans, something needs to be done about that.
25 It's not right. It's not fair. Now you can look
26 away. Or you can look up or down. Yeah. But all
27 lives, as well as black lives, matter and they have to
28 eat and we have to pay bills. We have to get our kids
29 in school the same way. Now if something is wrong,
30 and we and they are not being hired, please let me
31 know and I'll see what I can do about fixing
32 something. That is the only thing that I have.

33 Except I want to -- Mr. Dunn, may I say Mr.
34 Dunn and I would like to invite you down to Homeland
35 Park on October the 24th. We're having a Home in the
36 Park Festival. We're really excited about it and
37 we're making plans and I'd like to see you, Mr. Allen,
38 down there at Homeland Park. Yes, we're going to have
39 fish. I wanted to say grits because I'm from the Low
40 Country and we ate fish with grits. But you folks up
41 here act like you never heard that before. You've
42 heard about shrimp and grits, but that didn't come
43 about until the fish and the grits. Okay? But I
44 think I'm going to be outvoted on that one. But we
45 will have fish. I'm going to bring me a pot of grits.
46 And Mr. Dunn is going -- he is coming up with the hot
47 dogs and the hamburgers. He's a traditional Upstate
48 person. He's going to eat the hot dogs and the
49 hamburgers and the tater chips. Okay. That's all I
50 have and I thank you.

1 TOMMY DUNN: Thank you, Ms. Floyd. Mr.
2 Cole?

3 MITCHELL COLE: Mr. Chairman, Council, I'd
4 like to ditto what Mr. Allen said. Kudos for all the
5 county employees. We were ready in case something did
6 happen and we should be proud of that. Thank you.

7 TOMMY DUNN: Thank you, Mr. Cole. Mr.
8 Crowder?

9 FRANCIS CROWDER: Thank you, Chairman.
10 Certainly I can sympathize with the people across our
11 great state that have suffered significantly. Many of
12 them do not have flood insurance so that's going to be
13 extremely devastating for them to begin their lives
14 over. So I hope that our government at the national
15 and state level will move forward to help those
16 individuals so that they can get their lives back
17 together, their homes back together, their families
18 back together.

19 You know, if I had my own way, I'd make a
20 recommendation on Council tonight to transfer five
21 thousand dollars from the county budget to buy water
22 to send a truck load to Richland or somewhere. But I
23 know that would not be popular with the taxpayers.
24 But it is so important for people who have been wiped
25 out to that extent to have someone who supports them.
26 I can remember that in my own life when my -- our home
27 was totally destroyed, my sister was killed, and my
28 mother was made an invalid, and had 26 broke bones.
29 And so I know what weather devastation can do to you.
30 And thank goodness we have people who come to your
31 rescue. At that time it was agencies like the Red
32 Cross and the Salvation Army, which are still coming
33 to the rescue of people. But I'm thankful that Rick
34 Atkins is going to Columbia tomorrow to deliver water.
35 And like Ms. Fant, being a member of Concord Baptist
36 Church, I -- if any of you would like to come out and
37 donate fifty dollars worth of water, or twenty-five
38 dollars worth of water or five dollars worth of water,
39 I'm sure that they'd be glad to see you out there. I
40 think that people who are going down there, I
41 appreciate them greatly because they are actually
42 going in harm's way in order to be helpful to other
43 people. Thank you, Chairman.

44 TOMMY DUNN: Thank you, Mr. Crowder.
45 Ms. Wilson?

46 CINDY WILSON: It's absolutely
47 incomprehensible what has taken place in our state and
48 we were very blessed here to have avoided the worst of
49 the disaster. We've got lots of trees down out in my
50 area.

1 In reference to what was just presented to
2 us, the state's always been a welcoming center for all
3 people, but just so you will know, just a very few
4 years ago I made a trip out to Rochester, Minnesota
5 with a family member with a medical issue, and what I
6 observed there was stunning. The ladies from the
7 Mideast, with the head coverings and all with children
8 in the clinic would speak. But if they were
9 accompanied by a man, it was very cold, very hostile.
10 And I went for a walk downtown and cut back through
11 the parking lot heading back to the hotel and was
12 literally stared down by these men. It was pretty
13 shocking. And I asked the desk clerk what in the
14 world was that about. It was a Somalian mosque. And
15 it has been very much in the news the last two or
16 three years, a lot of the so-called home grown
17 terrorists came from that population, settled in
18 Minnesota, they were not vetted, so to speak, coming
19 in here. They apparently have not assimilated. They
20 really don't want to be Americans. They want to do
21 something different than our Constitution would
22 indicate that we all adhere to. I do think we should
23 take a look at this. I know we're being over-run
24 somewhat locally. I've encountered it, too. I have
25 friends from the Mideast, who are wonderful people
26 who've lived here for a number of years and they're
27 wonderful citizens. But it is frightening to see what
28 is going on. I don't think we can ignore it. And I
29 hope we can continue to be a welcoming place in the
30 world for a lot of people, but we do need to look at
31 this. Thank you.

32 TOMMY DUNN: Thank you, Ms. Wilson.
33 Short and brief. I hope Mr. Waters gets to feeling
34 better. Thoughts and prayers with him. I want to
35 also hope our county employees down there -- I want to
36 appreciate the job they've took on to go down there
37 and I hope they return home safely to their families.
38 But also I know we was very fortunate not to be hit
39 like the rest of them, but we did have some damage in
40 the county and our employees was out in this working.
41 I want to thank them for the ones that was out and
42 doing what they done in the county. As always I think
43 our public safety department and our county employees
44 take a back seat to nobody. Citizens does when it
45 comes to that.

46 Couple things on some comments tonight I just
47 want to clear up. On the fee in lieu of on the Starr
48 plant which was already that. Starr plant, that was,
49 -- the fee in lieu was the last thing was the skeleton
50 -- maybe is the skeleton crew. But the Starr plant is

1 still very much active at Michelin. That was just
2 only one machine but that was the big tires they make
3 down there. Starr Michelin plant, they met all their
4 obligations is my understanding on the fee in lieu of
5 agreement. State checked out and everything. Not to
6 come back. So that's where that is.

7 And as far as the gooey stuff as Mr. Powell
8 said, that's called chip seal. And for anybody to say
9 that that's the same price as asphalt, I want him to
10 come asphalt things, because that's absolutely absurd.
11 I've checked on that and everything and hold him to
12 that. That's absurd, what a ton of asphalt cost
13 versus what that stuff is. And that's the reason it's
14 being done, being done by the state DOT and everything
15 around.

16 And also, on a couple things tonight, I know
17 it's good and proper to come to County Council. And
18 it's all welcome to, we hear and it's all kind of
19 stuff, that's cause we're local. But if you really
20 want to make a dent and do something on some of this
21 stuff, you need to go talk to people that can do
22 something or other. That's your state legislators and
23 your national elected officials in Congress and
24 Representatives and Senators. They'll listen to the
25 citizens, especially the legislators, believe you me,
26 better than they will a body. They don't like -- they
27 don't like to be told by another body what to do.
28 Stick their nose in their business. They take -- I
29 know our delegation works very well with us, but on
30 stuff like that, they really like to hear from the
31 citizens, citizenry. Appreciate fellow Council
32 members. Mr. Crowder?

33 FRANCIS CROWDER: Finance Committee, (no
34 audio)???

35 TOMMY DUNN: Mr. Crowder, I'm going to
36 let you get away with that because you didn't have
37 your mike on, but if she'd a been here and then you'd
38 got called out and don't get that. She's watching.

39 FRANCIS CROWDER: The Finance Committee would
40 like to have a committee meeting the Thursday before
41 the next County Council meeting. So if you would
42 check your calendar and let Kim know, I would greatly
43 appreciate it. Thank you so much.

44 TOMMY DUNN: Thank y'all. Appreciate
45 everybody and the citizens here. Meeting be
46 adjourned.

47
48

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

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 20th day of October, 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: October 20, 2015
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 20th day of October, 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: October 20, 2015
Public Hearing: October 6, 2015

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

APPROVED AS TO FORM:

By: _____
Leon Harmon
County Attorney

First Reading: October 6, 2015
Second Reading: October 20, 2015
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: October 20, 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.

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
Anderson County Council

ATTEST:

Kim Poulin
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading: October 6, 2015
Second Reading: October 20, 2015
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: October 6, 2015
Second Reading: October 20, 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. _____.

ORDINANCE NO. 2015-032

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

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

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

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

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

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, Anderson County Council

Attest:

By: _____
Clerk to Anderson County Council

First Reading: _____, 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

PROJECT ORANGE

ORDINANCE NO. 2015-034

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDAINED in meeting, duly assembled, this ____ 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: October 20, 2015

Second Reading: _____

Third Reading: _____

Public Hearing: _____

ATTACHMENT "A"
REQUIREMENTS FOR CONDUCTING MUNICIPAL ELECTIONS

- I. NOTICE OF ELECTION
 - A. CALENDAR OF DATES
 - B. DESIGNATION OF RESPONSIBILITY

- II. PETITIONS
 - A. PETITION HEADING
 - B. NUMBER OF SIGNATURES REQUIRED
 - C. CANDIDATES' INFORMATION
 - D. DISTRIBUTION/RETURN OF PETITIONS & ETHICS FORMS
 - E. VALIDATION OF SIGNATURES
 - F. CERTIFICATION OF PETITIONS

- III. CANDIDACY FORM
 - A. CANDIDATES INFORMATION
 - B. DISTRIBUTION/RETURN OF CANDIDACY FORM & ETHICS FORMS
 - C. VALIDATION OF RESIDENCY WITHIN THE DISTRICT
 - D. CERTIFICATION OF CANDIDACY

- IV. ETHICS COMMISSION
 - A. NOTICE OF ELECTION
 - B. CANDIDATES QUALIFIED/ECONOMIC INTEREST
 - C. ELECTION CONFIRMATION

- V. LEGAL NOTICE
 - A. PREPARATION OF LEGAL NOTICE
 - B. PROOF
 - C. SUBMISSION TO NEWS MEDIA

- VI. BALLOTS
 - A. TYPE
 - 1. PAPER
 - 2. iVOTRONIC DRE
 - B. PREPARATION
 - C. BALLOT RETURNS
 - D. TABULATION OF RESULTS

- VII. POLL MANAGERS
 - A. APPOINTMENT
 - 1. REG/ELECT OR MEC
 - 2. LIST OF CERTIFIED IN CITY
 - 3. NOTIFICATION OF MANAGERS
 - 4. AMOUNT OF COMPENSATION
 - 5. SUBMISSION OF PAYROLL

ATTACHMENT "A" (continued)

- VIII. MATERIALS
- A. PACKAGING
 - B. DISTRIBUTION
 - C. RETURN

All certification of petitions, candidacy forms, and elections will be the responsibility of the MED. All media contact will be through MED . . . announcing of filings, certifications, election results, etc. NO INFORMATION WILL BE GIVEN FROM THIS OFFICE. All expenses will be borne by the MEC.

MUNICIPAL ELECTION COMMISSION RESPONSIBILITIES CITY OF BELTON

1. Responsible for all election costs.
2. Will distribute petitions, and/or candidacy forms, State Ethics forms, maps, instructions, or any other information helpful to the candidate.
3. Will verify that candidate is an active, registered voter of the geographical area and district in which they propose to run.
4. Will advise candidate of eligibility after Anderson County Elections Office verifies signatures and MEC certifies petition.
5. Will be responsible for notifying and/or communicating with the Media all aspects of the election including but not limited to filing dates, candidate qualifications, certifications, election issues, election results, etc.
6. Will advise Elections Office, in writing, the names of candidates qualifying the office and/or position running for, and the way the names should appear on the ballot.
7. Is the final authority on all decisions regarding elections. All certifications will be done by MEC and any challenges or hearings will be responsibility of MEC.

ANDERSON COUNTY ELECTION COMMISSION RESPONSIBILITIES

1. Will accept petitions and verify signatures and/or candidacy forms from MEC. THIS OFFICE WILL NOT NOTIFY OR DISCUSS WITH CANDIDATE OR MEDIA. Media interaction will be limited to the scope of the responsibilities and authorities of the County Election Commission and Staff.
2. Will order Voter Registration Books from Columbia.
3. Will assist with preparation of legal notice.
4. Will set up and man absentee precinct.
5. Will define and layout the election ballots for absentee, emergency, failsafe and Election day.
6. Will name, notify, and train Poll Managers.
7. Will prepare, package, and distribute all Election materials to Poll Managers.
8. Will answer routine questions on Election Day.
9. Will assist MEC with Election Day duties.
10. Will assist with Election night return of materials and tabulating election results.

11. Will assist with official certification on Thursday by providing election returns, any and all evidence for challenge ballot hearings, forms to be used for certification and final tabulation.
12. Will prepare Poll Manager Payroll and Election Expense Invoice to submit to MEC.
13. Will assist MEC in any other capacity desired pertaining to the scope of that election.
14. ALL MATERIALS MUST BE PROOFED AND AUTHORIZED BY MEC.

ORDINANCE NO. 2015-035

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

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 Rampart, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

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

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

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Kimberly A. Poulin, Clerk
Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading: October 20, 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

[Project Rampart]

**ORDINANCE
2015-036**

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

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

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

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

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

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

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

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

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

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

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

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

ORDAINED in meeting. Duly assembled, this _____ day of _____ 2015.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
County Administrator

Tommy Dunn, Chairman
Anderson County Council

Kimberly Poulin
Clerk to Council

APPROVED AS TO FORM:

First Reading: October 20, 2015
Second Reading:
Third Reading:
Public Hearing:

Leon Harmon
County Attorney

STATE OF SOUTH CAROLINA
 COUNTY OF ANDERSON

PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
 AND IN THE FARM SUBDIVISION, ANDERSON COUNTY

Pursuant to Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended, the undersigned resident freeholders of The Farm Subdivision ("The Farm") hereby petition the Anderson County Council to pass an ordinance establishing the below described special tax district:

- A. **Name of proposed special tax district:** The Farm Special Tax District.
- B. **Purpose of proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County repair and upgrade, to the standards of the Anderson County road system, two (2) roads in The Farm (the "Subdivision Roads") for the specific purpose of having Anderson County accept the Subdivision Roads into the Anderson County road system. The Subdivision Roads are more particularly described as:
 - (1) Harvester Row (P-02-0126F), measuring approximately five hundred twenty six feet (526') from the edge of Pelzer Highway (SC 8) to the edge Farm Terrace Court (P-02-0126G);
 - (2) Farm Terrace Court (P-02-0126G), measuring approximately eight hundred forty eight feet (848') from end of cul-de-sac to end of cul-de- sac.
- C. **Designation of the boundaries of the proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County designate all of those thirteen (13) parcels of real property located within The Farm as the The Farm Special Tax District, more specifically consisting of all thirteen (13) parcels fronting on or touching Harvester Row (P-02-0126F) and Farm Terrace Court (P-02-0126G) and being more particularly described by Anderson County TMS numbers: 163-05-01-003 through 163-05-01-015 (inclusive).
- D. **Nature of services to be rendered for the proposed special tax district:** The undersigned resident freeholders hereby request Anderson County to upgrade and repair the Subdivision Roads as follows:
 - (1) Mobilization (Approximately 1 lump sum)
 - (2) Traffic Control (Approximate 1 lump sum)
 - (3) Mill Existing Pavement (variable) (Approximately 2,600 square yards)
 - (4) 4" Full Depth Patching (Approximately 900 square yards)
 - (5) Clean and Seal Cracks in Asphalt (Approximately 4,000 square yards)
 - (6) Install Preventative Maintenance Thin Surface Overlay (Approximately 4,000 square yards)
 - (7) Lower and Replace Catch Basin Lid (1 each)
 - (8) Repair Catch Basin Throat (1 each)
 - (9) Install Concrete Flume (1 each)

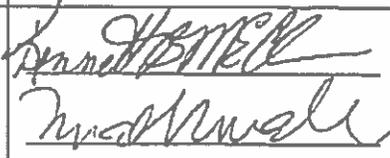
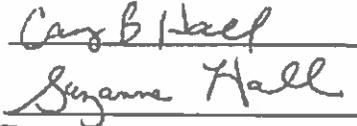
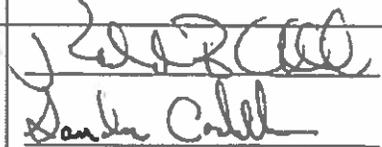
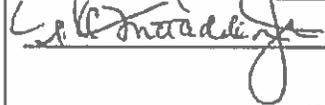
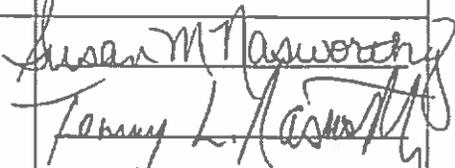
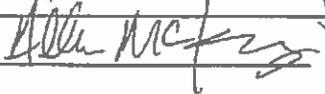
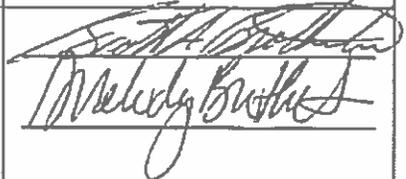
The undersigned resident freeholders acknowledge that once Anderson County accepts the Subdivision Roads into the Anderson County road system, Anderson County will be responsible for the upkeep and maintenance of the Subdivision Roads at the same level of service Anderson County provides other similar Anderson County roads in the Anderson County road system.

- E. **Maximum level of taxes or user service charges, or both, authorized to be levied and collected for the proposed special tax district:** The undersigned resident freeholders acknowledge that Anderson County currently estimates that the cost of above described work performed by Anderson County will not exceed Seventy Six Thousand Dollars (\$76,000.00).

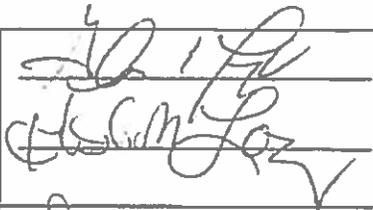
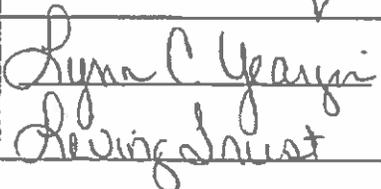
The undersigned resident freeholders further request that Anderson County collect the actual cost of the work as a uniform user service charge per parcel. Seventy Six Thousand Dollars (\$76,000.00) is merely an estimate of the cost of the above described work as performed by Anderson County, and the undersigned resident freeholders acknowledge that the uniform service charge will be based on the actual cost of the work, but shall not exceed the estimate stated above. However, if the above-stated amount is a complete and accurate estimate, the per-parcel cost, based on the thirteen (13) parcels located in The Farm included in the proposed special tax district, would be approximately Five Thousand Eight Hundred Forty Six and 15/100 Dollars (\$5,846.15). Therefore, if the repayment period authorized by Anderson County without interest is ten (10) years, the annual uniform user service charge, per affected parcel, will be approximately Five Hundred Eighty Four and 62/100 Dollars (\$584.62).

The undersigned resident freeholders of the affected improved parcels of The Farm, consisting of seventy-five (75%) percent of the resident freeholders who own at least seventy-five (75%) percent of the assessed valuation of the special tax district, have signed this petition of their own free will and initiative and hereby request that Anderson County Council pass an ordinance creating the proposed special tax district for the purposes stated above:

Petition The Farm

<u>TMS Number</u>	<u>Street Address of Listed Freeholder(s)</u>	<u>Lot Number</u>	<u>Listed Freeholder(s)</u>	<u>Signature(s)</u>
163-05-01-003	100 Harvester Row	Lot 3	Kenneth B. McClaren Mal S. McClaren	
163-05-01-004	100 Farm Terrace Ct	Lot 4	Cary Hall Suzanne Hall	
163-05-01-005	102 Farm Terrace Ct	Lot 5	Ronald B. Cordell Sandra T. Cordell	
163-05-01-006	104 Farm Terrace Ct	Lot 6	Leslie M. Davis	
163-05-01-007	106 Farm Terrace Ct	Lot 7	John M. Dyer	
163-05-01-008	108 Farm Terrace Ct	Lot 8	Thomas C. McFadden, Jr Living Trust	
163-05-01-009	110 Farm Terrace Ct	Lot 9	Berry W. Mauldin Moleta Mauldin	
163-05-01-010	112 Farm Terrace Ct	Lot 10	Susan M. Nasworthy Tommy L. Nasworthy	
163-00-01-011	114 Farm Terrace Ct	Lot 11	Larry Allen McKinney, Jr.	
163-05-01-012	116 Farm Terrace Ct	Lot 12	Scott A. Brotherton Melody E. Brotherton	

Petition The Farm

163-05-01-013	118 Farm Terrace Ct	Lot 13	Glenn E. Long Kristi M. Long	
163-05-01-014	120 Farm Terrace Ct	Lot 14	Lynn C. Yeargin Living Trust	

Pursuant to Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended, the undersigned resident freeholders of The Farm Subdivision ("The Farm") hereby petition the Anderson County Council to pass an ordinance establishing the below described special tax district:

- A. **Name of proposed special tax district:** The Farm Special Tax District.
- B. **Purpose of proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County repair and upgrade, to the standards of the Anderson County road system, two (2) roads in The Farm (the "Subdivision Roads") for the specific purpose of having Anderson County accept the Subdivision Roads into the Anderson County road system. The Subdivision Roads are more particularly described as:
- (1) Harvester Row (P-02-0126F), measuring approximately five hundred twenty six feet (526') from the edge of Pelzer Highway (SC 8) to the edge Farm Terrace Court (P-02-0126G);
 - (2) Farm Terrace Court (P-02-0126G), measuring approximately eight hundred forty eight feet (848') from end of cul-de-sac to end of cul-de-sac.
- C. **Designation of the boundaries of the proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County designate all of those thirteen (13) parcels of real property located within The Farm as the The Farm Special Tax District, more specifically consisting of all thirteen (13) parcels fronting on or touching Harvester Row (P-02-0126F) and Farm Terrace Court (P-02-0126G) and being more particularly described by Anderson County TMS numbers: 163-05-01-003 through 163-05-01-015 (inclusive).
- D. **Nature of services to be rendered for the proposed special tax district:** The undersigned resident freeholders hereby request Anderson County to upgrade and repair the Subdivision Roads as follows:
- (1) Mobilization (Approximately 1 lump sum)
 - (2) Traffic Control (Approximate 1 lump sum)
 - (3) Mill Existing Pavement (variable) (Approximately 2,600 square yards)
 - (4) 4" Full Depth Patching (Approximately 900 square yards)
 - (5) Clean and Seal Cracks in Asphalt (Approximately 4,000 square yards)
 - (6) Install Preventative Maintenance Thin Surface Overlay (Approximately 4,000 square yards)
 - (7) Lower and Replace Catch Basin Lid (1 each)
 - (8) Repair Catch Basin Throat (1 each)
 - (9) Install Concrete Flume (1 each)

The undersigned resident freeholders acknowledge that once Anderson County accepts the Subdivision Roads into the Anderson County road system, Anderson County will be responsible for the upkeep and maintenance of the Subdivision Roads at the same level of service Anderson County provides other similar Anderson County roads in the Anderson County road system.

- E. **Maximum level of taxes or user service charges, or both, authorized to be levied and collected for the proposed special tax district:** The undersigned resident freeholders acknowledge that Anderson County currently estimates that the cost of above described work performed by Anderson County will not exceed Seventy Six Thousand Dollars (\$76,000.00).

The undersigned resident freeholders further request that Anderson County collect the actual cost of the work as a uniform user service charge per parcel. Seventy Six Thousand Dollars (\$76,000.00) is merely an estimate of the cost of the above described work as performed by Anderson County, and the undersigned resident freeholders acknowledge that the uniform service charge will be based on the actual cost of the work, but shall not exceed the estimate stated above. However, if the above-stated amount is a complete and accurate estimate, the per-parcel cost, based on the thirteen (13) parcels located in The Farm included in the proposed special tax district, would be approximately Five Thousand Eight Hundred Forty Six and 15/100 Dollars (\$5,846.15). Therefore, if the repayment period authorized by Anderson County without interest is ten (10) years, the annual uniform user service charge, per affected parcel, will be approximately Five Hundred Eighty Four and 62/100 Dollars (\$584.62).

The undersigned resident freeholders of the affected improved parcels of The Farm, consisting of seventy-five (75%) percent of the resident freeholders who own at least seventy-five (75%) percent of the assessed valuation of the special tax district, have signed this petition of their own free will and initiative and hereby request that Anderson County Council pass an ordinance creating the proposed special tax district for the purposes stated above:

TMS Number	Street Address of Listed Freeholder(s)	Lot Number	Listed Freeholder(s)	Signature(s)
163-05-01-015	103 Forest Drive Easley, SC 29642	Lot 15	Hickory Nut Investors, LLC	_____



MEMORANDUM

Tommy Dunn
Chairman
Council District 5

Ken Waters
Vice-Chairman
Council District 6

Francis M. Crowder, Sr.
Council District 1

Gracie S. Floyd
Council District 2

J. Mitchell Cole
Council District 3

Thomas F. Allen
Council District 4

M. Cindy Wilson
Council District 7

Kimberly A. Poulin
Clerk to Council

Rusty Burns
County Administrator

TO: Leon C. Harmon, Esquire
Attorney for Anderson County
Nexsen Pruet, LLC
Attorneys at Law

FROM: J. Mike Freeman, Assessor
Anderson County

DATE: October 14, 2015

SUBJECT: Special Tax District – The Farm

Our office has reviewed the petition for the proposed The Farm Special Tax District. We have determined that out of the thirteen (13) freehold owners within the special tax district, eleven (11) have signed the petition for a total of eighty-four point sixty-two percent (84.62%) of total ownership. The total assessed value for all property in the special tax district is two hundred thirty-eight thousand two hundred ninety (238,290). The signers of the petition own two hundred twenty thousand six hundred and fifty (220,650) of that total assessment or ninety-two point sixty percent (92.60%). This memo is to certify that as of October 14, 2015, the petition was signed by 84.62% of the freeholders, who own 92.60% of the assessed value of the real property in the proposed Special Tax District for The Farm. If we may assist you further, please advise.

cc: Rusty Burns, County Administrator
Holt Hopkins, Assistant County Administrator
Jacky Hunter, County Treasurer
Robert Carroll, Central Administrative Services Director

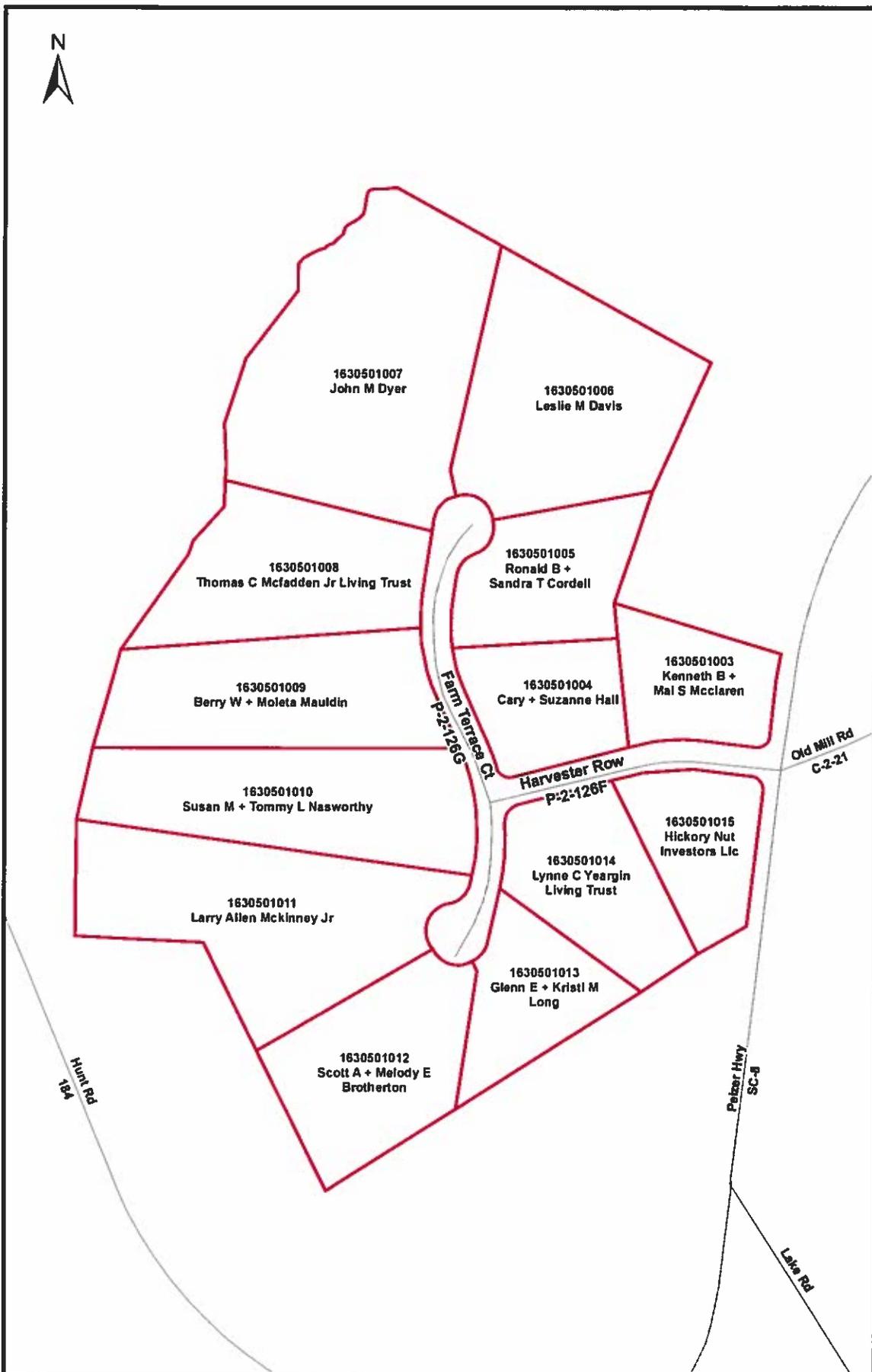
Anderson County Assessor
Post Office Box 8002
Anderson, SC 29622-8002
864.260.4028
864.260.4099 fax
www.andersoncountysc.org

Attachment

The Farm Special Tax District

TMS	CURRENT ASMT	SIGNED	
163-05-01-003	15,550	15,550	
163-05-01-004	10,760	10,760	
163-05-01-005	16,290	16,290	
163-05-01-006	20,420	20,420	
163-05-01-007	19,240	19,240	
163-05-01-008	31,560	31,560	
163-05-01-009	16,800	-	
163-05-01-010	16,360	16,360	
163-05-01-011	27,090	27,090	
163-05-01-012	19,560	19,560	
163-05-01-013	25,740	25,740	
163-05-01-014	18,080	18,080	
163-05-01-015	840	0	
totals	238,290	220,650	92.60%
OWNERS	13	11	84.62%

Exhibit C
The Farm Proposed Special Tax District



ORDINANCE NO. 2015-037

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

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

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

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

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

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

1. The Infrastructure Financing Agreement, Section 3.02(a) is amended to read as follows: Commencing with the first Fee Payment by the Companies due (without penalty by January 15, 2015) with respect to the property tax year (2013) in which Project property is initially placed in service, and continuing for up to nine (9) consecutive annual Fee Payments thereafter (for a potential total of up to ten (10) annual Fee Payments), the County shall hereby provide an Infrastructure Credit of up to ninety-nine percent (99%) of the Net Fee Payments made by the Companies on behalf of the Project and adjacent parcels of real property presently owned by the Companies in the Park, pursuant to the Park Agreement, regardless of the tax classification of the real and/or personal property provided, however, that it is not already receiving either the manufacturing abatement under Section 12-37-220 of the Code, an existing infrastructure credit, or a negotiated FILOT arrangement under Section 4-29-67, Section 4-12-10, et. seq. or Section 12-44-10, et.seq. South Carolina Code, 1976, as amended, for such property, subject to the following limitations and requirements: (1) as of any date during the term of this Agreement, the cumulative dollar amount expended by the Companies on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credit

received by the Companies, (2) the Company shall not claim total or partial abatement of ad valorem property taxes as to any property for which an Infrastructure Credit is given, and (3) once the Companies have realized and received the Infrastructure Credit for a total of ten (10) consecutive annual fee payments or the Companies have received a combined cumulative total of \$165,000 in credits hereunder, whichever event occurs sooner, the Infrastructure Credit provided hereunder shall end. THIS AGREEMENT AND THE CREDIT PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

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

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

4. All other provisions of Ordinance No. 2014-017 remain unchanged.

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

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

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

Done in meeting duly assembled this _____ 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: October 20, 2015
Second Reading:
Third Reading:
Public Hearing:

RESOLUTION OF THE ANDERSON COUNTY COUNCIL ASSERTING NON PARTICIPATION IN THE REFUGEE RESETTLEMENT PROJECT.

WHEREAS the Anderson County Council is the designated governing body authorized to use appropriate ordinances, resolutions and police powers to protect the health, safety and welfare of the citizens of the county; and

WHEREAS the issue of resettlement of refugees from the Middle East and other illegal aliens is a matter of the most urgent concern, as it involves vital issues of national security, terrorism, public health, and public safety, and expenditures of public taxpayer funds; and

BE IT RESOLVED that the Anderson County Council will not approve or proceed with the Refugee Resettlement Project within the borders of Anderson County, South Carolina; and

BE IT FURTHER RESOLVED that the Anderson County Council calls on all South Carolina public officials, governmental and non-governmental to immediately cease and desist from all placements of refugees anywhere within the state of South Carolina until the South Carolina Legislature convenes and passes legislation reflecting the will of the people in South Carolina by approving a state public policy on any and all refugee resettlement within South Carolina.

PASSED AND ADOPTED this 20th day of October, 2015:

FOR Anderson County Council:

Tommy Dunn, Chairman
District Five

Francis M. Crowder, Sr
District One

Gracie S. Floyd
District Two

J. Mitchell Cole
District Three

Tom Allen
District Four

Ken Waters, Vice Chairman
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Kimberly A. Poulin
Clerk to Court

**The Risks and Taxpayer Costs
of the
REFUGEE RESETTLEMENT PROGRAM
to the
Citizens of South Carolina**

**Respectfully Presented to
Anderson County Council**

October 6, ~~2016~~ 2015

October 2, 2015

RE: The risks and costs concerning the Refugee Resettlement program in South Carolina.

Senator Jeff Session, Alabama after the US Senate released the following statement after conducting today's refugee hearing:

"Today the Senate Subcommittee on Immigration and the National Interest conducted an oversight hearing with four Administration officials responsible for administering America's refugee programs. The testimony provided today only further erodes my confidence in our ability to vet Syrian refugees or to control the extraordinary expense imposed on taxpayers. The following facts were established conclusively:

- We do not have access to any Syrian government database to learn the backgrounds of these refugee applicants.
- We do not have adequate resources or records and will not conduct any meaningful investigation of each of the thousands of applicants.
- The administration approves over 90 percent of all Syrian refugee applications.
- We have no capacity to determine the likelihood that Islamist refugees, once admitted to the United States, will become involved with terrorist activity.
- We are already struggling with a huge problem of prior Islamist refugees seeking to take up arms with terrorists, and we have every expectation that the Administration's current refugee plans will exacerbate that problem.
- It is not a probability, but a certainty, that among the more than 1 million migrants from Muslim countries we will admit over the next decade, a number will already be radicalized or radicalize after their entrance into the U.S.
- With respect to cost, the \$1.2 billion budget for refugee placement is only a minute fraction of the total expense, and does not attempt to measure the short-term or long-term costs of providing access to virtually all welfare, healthcare, and retirement programs in the U.S. budget, as well as community resources such as public education and local hospitals.
- Robert Rector, with the Heritage Foundation, estimates the lifetime cost of benefits at \$6.5 billion per 10,000 refugees. In the most recent year, the Office of Refugee Resettlement provided services to some 140,000 newly-admitted refugees, asylees, and related groups.

The United States has let in 59 million immigrants since 1965, and is on pace to break all historical records within a few years. We now face the enormous challenge of helping millions of our existing residents – prior immigrants, refugees, and the US-born – rise out of poverty.

Our first duty is always to those already living here. The responsible and compassionate course for the United States is to help assist in the placement of refugees as close to their homes as possible. Encouraging millions to abandon their homes in the Middle East only further destabilizes the region, while imposing enormous costs on an American public that is struggling with low pay, rising crime, high deficits, and overstretched community resources."

REFUGEES IN SOUTH CAROLINA

QUESTION: Should the refugee resettlement program for persons coming from the Middle East extend into South Carolina?

Before I answer this question I want to give a little perspective as to how my opinion was formed. First of all I have met good people all over the world even from countries that do not have good relations with the United States. I believe any of us could move to any country on earth and find good people. The average citizen of any country does not want to go to war with anyone else. They just want to survive. I have often thought that if every person in the world could walk in ever other person's shoes for one day, we would have no wars. Bottom line is there are good people all over the world.

I thought long and hard about this question of refugees settling in South Carolina. I felt sorry for the children and those fleeing the dreadful conditions in the Middle East and even those leaving Serbia and trying to enter Hungary and other European countries.

To put this in perspective I was born right after WWII and my formative years were in the 1950s and 60s. Relatively speaking these were pretty good times for the United States. At that time I was taught the United States was the great melting pot. We were the greatest nation on earth, let everyone come over we can help you, we can allow you to prosper and become all you are capable of! The Statue of Liberty supports this by saying give me you tired your hungry your oppressed yearning to be free! Come on over we are the greatest nation on earth and we can give you freedom and prosperity. Nowhere does it say anything about your race, color, creed or religion. Even the Constitution provides for freedom of religion and indeed that was one of the key founding factors for this nation. Having said this it certainly sounds like we should accept all who wish to come to this country.

But now lets fast forward some 230 years since the Constitution, some 129 years since the Statue of Liberty, and some 70 years since the end of WWII. Things have changed.

The refugees wanting to come to America from the Middle East and even Eastern Europe are primarily Muslim. Some of them are good people, but some of them wish to kill Christians and they view the United States as the great Satan. We have no way of vetting these refugees or of determining the good from the bad. One photo I saw of refugees walking down a road in Hungary on there way to Germany were all young men, some even pushing baby carriages, but here were no women in sight in the long line of refugees. By the way most of the refugees appeared to be well fed, well dressed, and healthy.

We have in this country a porous southern boarder with Mexico. We have little control of who or how many illegal aliens have entered this country. Nor of course do we know how many radicals have entered wishing to initiate Jihad. Our southern boarder situation is bad enough without allowing more refugees from Muslim nations to enter without proper vetting. Some of them may be quite good and would be an asset to the United States, but how many others have a different idea?

From a security standpoint, Mr. Michael Steinback, Assistant Director for the FBI, states it is not possible to vet these refugees. He further states terrorist organizations have publicly stated they are exploiting the refugee program to travel to the west. He also notes that the 5 richest Gulf States have said that they will not accept any of these refugees due to the security risk.

From the financial standpoint it will cost the United States untold millions of dollars to support these refugees who will have no jobs, no food, no medical care, no housing.

The U.S. Government estimates there are some 6 million Muslims in the US. There is estimated to be some 1.9 billion Muslims worldwide. If only 5% of these are engaged in some sort of radical activity that is about 10 million who may wish to do harm to the United States and to Christians in general. It is also noted that the Muslim birthrate per woman is 3.1 children while the Christian birthrate is 2.7. If these numbers hold then within a period of time there will be more Muslims than Christians in the world and a percentage of them wish to kill Christians. I encourage all of you to research the numbers and facts I have presented above.

So for the above reasons I am offering this resolution to the Council for vote, which if passed, would be forwarded to the Governor requesting that she disallow the current influx of Middle Eastern refugees from settling in South Carolina.

Tom Allen

RESOLUTION NO. #R2015-058

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 county paved and gravel roads;

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

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

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

1. The Anderson County Council hereby authorizes the County Administrator to direct the County Roads & Bridges Department to conduct the necessary maintenance activities on the County paved roads and the County gravel roads on the attached lists, marked as Exhibit A.
2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
4. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 20h day of October, 2015 in meeting duly assembled.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Bums
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

EXHIBIT A

Memorandum

To: Mr. Rusty Burns, County Administrator

From: Holt Hopkins, Director *HH*

CC: Tony Owens, Roads & Bridges Manager

Date: Thursday, October 15, 2015

RE: Road Maintenance Approvals

Tommy Dunn
Chairman
Council District 5

Ken Waters
Vice-Chairman
Council District 6

Francis M. Crowder, Sr.
Council District 1

Gracie S. Floyd
Council District 2

Mitchell Cole
Council District 3

Thomas F. Allen
Council District 4

M. Cindy Wilson
Vice-Chairman
Council District 7

Kim A. Poulin
Clerk to Council

Rusty Burns
Interim
County Administrator

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

Dist.	Request	Street	Issue	Description	Note
3	18375	SAND BAR ROAD	Gravel Road Issue	Gravel road has been rutted out by the recent heavy rains.	Permission requested to scrape and add crusher run gravel as needed.
3	18407	SAND BAR ROAD	Paving Request	Requesting the gravel road be paved or at least Tar & Graveled.	Permission requested to scrape, re-establish ditches, and apply a "Tripple Treatment" of tar and gravel when the weather and funds allow.
3	18462	TINY McCONNELL ROAD	Gravel Road Issue	road washed bad at creek crossing due to storm and flood water	Request permission to scrape and add crusher run gravel as needed.
4	18421	BULLDOG ROAD	Gravel Road Issue	scrape and add c/r	Permission requested to scrape and add crusher run gravel as needed.
4	18568	BULLDOG ROAD	Paving Request	Requesting gravel road to be paved.	Requests permission to scrape, re-establish ditches, and apply a "Tripple Treatment" of tar & gravel when the weather and funding allow.
4	17992	DOUBLE SPRINGS ROAD	Trees; Limbs; Roots; or Brush Issue	Tree roots are buckling up the road. Needs digging out and paving back.	Permission requested to dig up portion of road where tree roots are buckling the pavement and re-pave that section.
4	18444	HUGO DRIVE	Gravel Road Issue	Gravel road needs maintenance.	Request permission to scrape and add crusher run gravel as needed.
5	18319	DAY ROAD	Gravel Road Issue	Requesting more gravel be brought out and smoothed down. Road is getting in very bad shape. Please get with Jon Day before doing work.	Permission requested to scrape and add crusher run gravel as needed.
5	18272	HIDDEN COVE CIRCLE	Gravel Road Issue	scrape and add c/r - says you can hardly get through	Permission requested to scrape and add Crusher Run gravel as needed on the first 400 ft.
6	17890	TRACEY LANE	County Road Issue	roads - needs attention	Permission requested to patch bad areas, pave short sections to level it up, and apply a new coat of Tar & Gravel when the weather and funds allows.



Accredited by the
American Public
Works Association

**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: Cooley, Carolyn
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. Citizen Community Advisory Committee
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
Same Mailing

Home Phone: _____ Cell Phone: _____

Email: _____ Preferred method of contact: Email

County Council District: Seven (7) GED Equivalent: Yes or No

Highest Level of Education: High School High School Grad: (Yes) or No

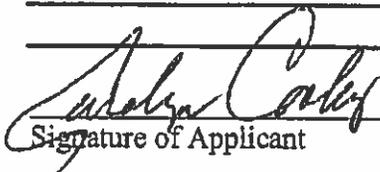
College Attended: _____ Degree: _____

Address of College: _____

Employment History:

<u>COMPANY</u>	<u>POSITION</u>	<u>EMPLOYMENT DATES</u>
----------------	-----------------	-------------------------

Corporate Staffing Services	VP	1997-Present
-----------------------------	----	--------------



Signature of Applicant

10/2/15

Date

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: Smith Marsha J.
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. ATAC
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
Same Mailing

Home Phone: _____ Cell Phone: _____

Email: _____ Preferred method of contact: Cell phone

County Council District: 7 GED Equivalent: Yes or No

Highest Level of Education: College High School Grad: Yes or No

College Attended: Piedmont Tech College Degree: Practical Nursing Diploma
Greenwood, SC

Address of College: Forrest College Medical Assisting AS
Anderson, SC

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
<u>Medicus</u>	<u>Ophthalmic Assistant</u>	<u>1980 - 1983</u>
<u>Honea Path Family Pract.</u>	<u>nurse</u>	<u>1984 - 2000</u>
<u>Armed Honea Path</u>	<u>nurse</u>	<u>2000 to 2004</u>

Marsha W. Smith
Signature of Applicant Date 10-12-15

Recommendation of Council: _____

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: \$500 from each district

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: Shalom House Ministries, Inc.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$500 from each district
3. The purpose for which the funds are being requested: Funds will be used in conjunction with The Shalom House Rides annual charity cycling event starting and finishing in Belton, SC on Nov. 27, 2015. This event attracts bicyclists of all ages and skills from SC, GA and NC and provides 15, 40 and 62 mile cycle tours of the beautiful rural areas of the county. The event date was strategically set to also attract cyclists visiting for Thanksgiving and Clemson/Carolina football who want to ride the scenic upstate countryside.
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.

Please see attached document.

5. Contact Person: Melody Chambers
Mailing Address: 349 Blake Dairy Road, Belton, SC 29627
Phone Number: 864-617-1107
6. Statement as to whether the entity will be providing matching funds: Shalom House Ministries, Inc. will provide 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.

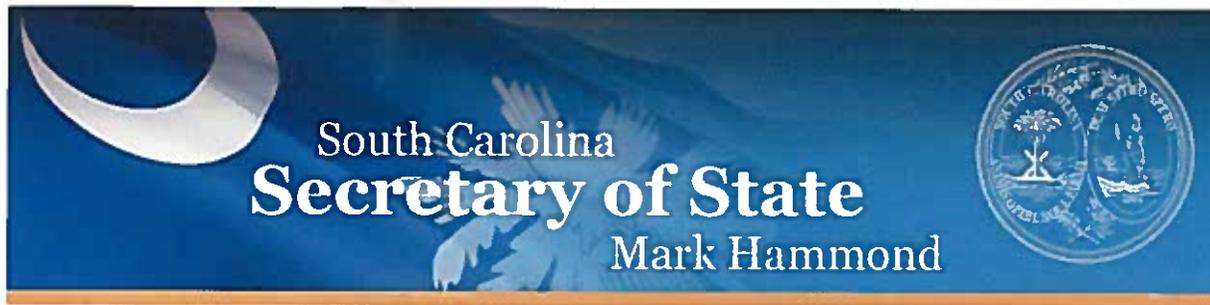
I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

Melody Chambers
Signature

Melody Chambers, Executive Board Secretary
Print Name

October 12, 2015
Date

Form effective August 4, 2015



SHALOM HOUSE MINISTRIES, INC.

*Note: This online database was last updated on 10/13/2015 3:06:35 AM.
See our Disclaimer.*

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Non Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	STACEY S RIDDLEY
ADDRESS:	701 EAST RIVER ST
CITY:	ANDERSON
STATE:	SC
ZIP:	29624
SECOND ADDRESS:	
FILE DATE:	04/24/1997
EFFECTIVE DATE:	04/24/1997
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Eleemosynary Incorporation	04/24/1997	NONPROFIT INCORPORATION	Image

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

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: South Carolina Upstate Equine Council
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$3,500 from District 4 and \$1,000 from Districts 1, 2, 3, 5
3. The purpose for which the funds are being requested: Advertising of events at Garrison Arena to increase participation and attendance. We will specifically target the South Carolina Horsemen's Council EXPO which is being moved from the State Horse Park in Camden to Garrison Arena in February of 2016. SCUEC will sponsor a competitive trail event to be held on Saturday and Sunday to encourage a weekend-long stay in the area.
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: Donna Patterson
Mailing Address: P. O. Box 391 Sandy Springs, SC 29677
Phone Number: 864-506-5436
6. Statement as to whether the entity will be providing matching funds: Yes, we can match.
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.

Donna Patterson
Signature

/ Donna Patterson
Print Name

9/24/15
Date

South Carolina
Upstate
Equine Council

a 501 (c) 3 non-profit organization



SEUEC

joins

South Carolina
Horsemen's Council

a 501 (c) 3 non-profit organization

hosting
ACTHA
AMERICAN COMPETITIVE TRAIL HORSE ASSOCIATION
WWW.ACTHA.US

**TWO DAYS OF
FUN FILLED TRAIL EVENTS IN
CONJUNCTION WITH THE
2016 SCHC EXPO**

February 6, 2016

Arena Obstacle Challenge (AOC)

T. Ed Garrison Livestock Arena

Pendleton, SC

February 7, 2016

Competitive Trail Challenge (CTC)

CU Experimental Forest (Fant's Grove)

Pendleton, SC

Details and links can be found at:

www.scupstateequine.org

www.schorsementscouncil.org

Pre-registration required.

To register for the ACTHA events go to:

www.actha.us



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

AUG 04 2011

SOUTH CAROLINA UPSTATE EQUINE
COUNCIL
1116 SOUTHERN ACRES
ANDERSON, SC 29625

Employer Identification Number:
30-0615208
DLN:
17053018313011
Contact Person:
SUSAN Y MALONEY ID# 31210
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 3, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

****WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:** 2

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: YMCA
2. Amount of Request: TBA
3. The purpose for which the funds are being requested: youth sports activities
4. Is the entity a non-profit Corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. yes
5. Contact Person: Julie Lusherwood
Mailing Address: 201 E. Reed Rd Anderson 29621
Telephone number: 864-716-6260
6. Statement as to whether the entity will be providing matching funds:

REQUIRED DOCUMENTATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.

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

// Council meeting 10/20/15 //
Signature

Print Name



YMCA OF ANDERSON, INC.

Public Id: P2932

Mr. Joe Drennon , CEO
201 E. Reed Rd.
Anderson, SC29621

Status: Registered: Information from this organization's annual financial report is listed below.

The following financial information has been provided to the Secretary of State's Office by the above named organization. The Secretary of State's Office has not independently verified this financial information. If a charity has recently registered with the Secretary of State's Office for the first time, there may not be any financial data available. Below are figures for the organization's fiscal year **1/1/2014 - 12/31/2014**.

TOTAL REVENUE:	\$4,185,964.00
PROGRAM EXPENSES:	\$3,188,767.00
TOTAL EXPENSES:	\$4,000,003.00
NET ASSETS:	\$5,663,362.00
FUNDRAISER COSTS:	\$247,093.00

According to the financial information filed with this office, this organization devoted **79.7%** of its total expenses to program services during the year reported.

Disclaimer: 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 charity to inform the Secretary of State of any updated information. While every effort is made to ensure the accuracy of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from the Charity Database does so at his or her own risk.

All financial information is based on the organization's IRS Form 990 or the Secretary of State's Annual Financial Report as filed with the Secretary of State's Office. The Secretary of State's Office has not independently verified this financial information. Financial reports, registration statements and exemption applications are maintained by the Secretary of State's Office for three years and are deemed public records. Copies are available to the public for a copy fee.

Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201

****WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: 2 + 5**

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: *Internal xfer*
2. Amount of Request: *D5 \$ 1500*
3. The purpose for which the funds are being requested: *Home in the Park Festival*
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: *Angie Stinger*
Mailing Address:
Telephone number: *Internal X-fer*
6. Statement as to whether the entity will be providing matching funds:

REQUIRED DOCUMENTATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.

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

11 Council meeting 10/20/15

Signature

Print Name

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 6

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

1. Name of entity requesting recreation fund appropriation: **Anderson Co Building and Grounds**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$3,120**
3. The purpose for which the funds are being requested:
Weekly grass cutting at Hurricane Springs Park
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: **Brian Richardson**
Mailing Address:
Phone Number: **864-260-1039**
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.



Signature

Robert Carroll
Print Name

10/15/15
Date

****WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:** 4

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: Wren FD

2. Amount of Request: \$5000

3. The purpose for which the funds are being requested: to assist in construction costs of new building for FD.

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: Chief Bruce Brooks
Mailing Address: 2209 Hwy 86 Piedmont, SC 29673
Telephone number: 864-845-5351

6. Statement as to whether the entity will be providing matching funds:

REQUIRED DOCUMENTATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.

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

// Ken Waters //

Signature

Print Name

John Skipper

From: Sandra B. McCarley
Sent: Wednesday, September 30, 2015 2:09 PM
To: Robert Murphy; Jacob Bowland; Brad Singleton; Daryl Loftis; John Skipper; Keith Smith
Cc: Barry C. Scroggs
Subject: 2015-██████████

ATTABOY

I contacted ██████████ 864-██████████ (victim on above case) this morning in reference to a follow up for Victim Services. She was aware that Deputy Scroggs had presented the case to a Judge and the warrant had been denied. However, she told me that Deputy Scroggs was the "nicest deputy" that she had ever had to speak with and she just wanted me to let his supervisors know what a good job he was doing.

Thanks,
Sandra McCarley
Victim Advocate

THANK YOU FOR A
JOB WELL DONE.
JF

Anderson County Building & Codes
Monthly Activity Report
September 2015

Total Number Permit Transactions:	<u>707</u>
<i>New Single Family:</i>	<u>61</u>
<i>New Multi-Family:</i>	<u>0</u>
<i>Residential Additions/Upgrades:</i>	<u>12</u>
<i>Garages/Barns/Storage:</i>	<u>21</u>
<i>New Manufactured Homes:</i>	<u>14</u>
<i>New Commercial:</i>	<u>5</u>
<i>Commercial Upfits/Upgrades:</i>	<u>2</u>
<i>Courtesy Permits/Fees Waived:</i>	<u>17</u> (See Attached)

Inspection Activity:

<i>Citizens Inquiries:</i>	<u>163</u>
<i>(New & Follow Up; Includes Sub-Standard Housing/Mobile Homes)</i>	
<i>Tall Grass Complaints (New and Follow Ups):</i>	<u>19</u>
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<u>746</u>
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<u>24</u>
<i>Manufactured Home Inspections:</i>	<u>81</u>
Total Number of Inspections (Site Visits) for Department:	<u><u>1033</u></u>

Reviews/Misc. Activity:

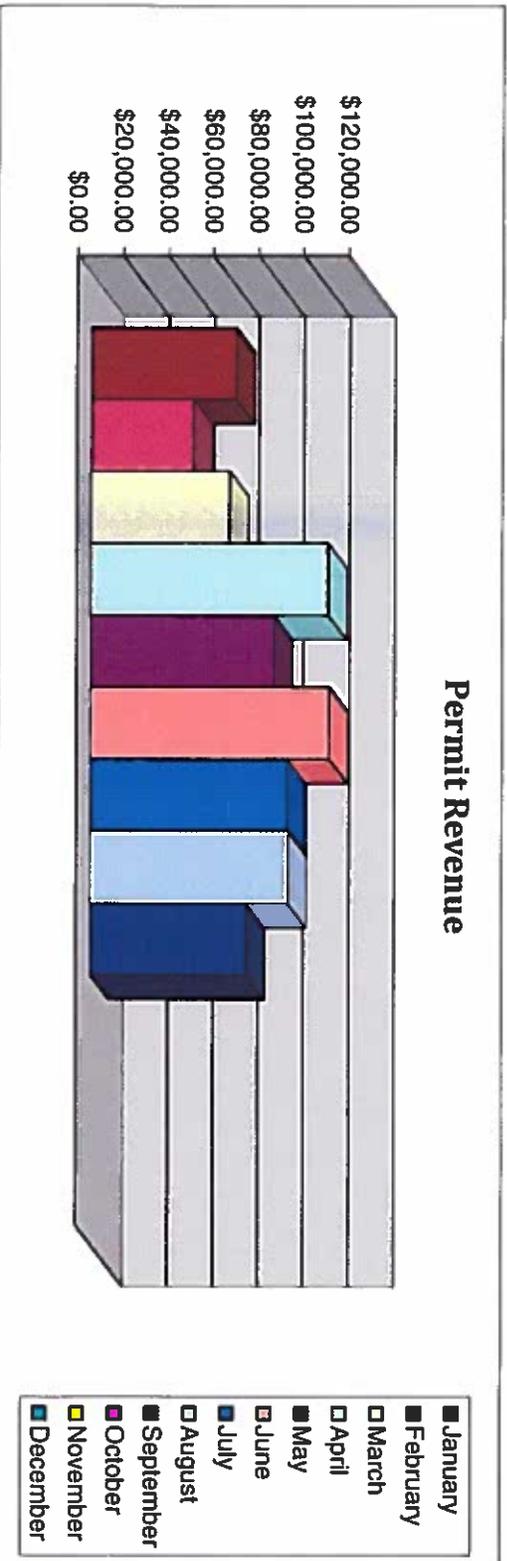
<i>Plans Reviewed:</i>	<u>221</u>	<i>(Includes preliminary consultations, resubmittals, follow-ups)</i>
<i>Mech/Elec/Plumb Reviews:</i>	<u>31</u>	
<i>New Derelict Manufactured Home Cases:</i>	<u>0</u>	
<i>Hearings:</i>	<u>1</u>	
<i>Court Cases:</i>	<u>0</u>	

Revenue Collected:

<i>Reinspection Fees Collected:</i>	<u>\$340.00</u>
<i>Powersville Office Revenue:</i>	<u>\$943.10</u>
<i>Plan Review Revenue:</i>	<u>\$9,222.70</u>
Total Revenue For The Month:	<u><u>\$68,984.00</u></u>

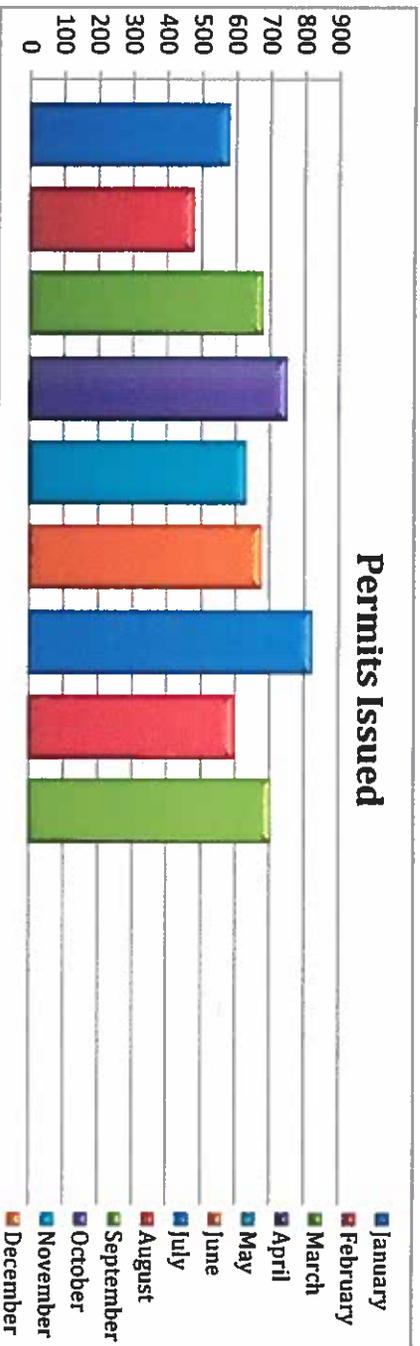
Anderson County Building & Codes Permit Revenue for 2015

Month	Building	Electrical	Plumbing	HVAC	MH	Wrecking	Moving	Misc.	Total
January	\$28,366.00	\$7,965.00	\$3,928.50	\$5,803.00	\$1,057.30	\$630.00	\$0.00	\$16,463.10	\$64,212.90
February	\$26,991.20	\$7,420.00	\$2,868.00	\$4,229.00	\$1,208.20	\$360.00	\$0.00	\$2,094.10	\$45,170.50
March	\$37,109.80	\$8,119.00	\$4,322.50	\$5,672.00	\$1,672.00	\$630.00	\$0.00	\$3,842.20	\$61,367.50
April	\$62,387.00	\$16,275.00	\$4,954.50	\$6,267.00	\$1,950.20	\$495.00	\$0.00	\$12,581.90	\$104,910.60
May	\$37,478.00	\$9,994.00	\$7,332.00	\$6,715.00	\$1,557.70	\$470.00	\$0.00	\$17,739.50	\$81,286.20
June	\$64,101.20	\$9,414.00	\$5,115.50	\$8,959.00	\$1,735.50	\$630.00	\$0.00	\$15,519.70	\$105,474.90
July	\$58,078.00	\$10,795.00	\$5,447.50	\$7,990.00	\$1,850.50	\$360.00	\$45.00	\$2,482.80	\$87,048.80
August	\$60,295.60	\$12,715.00	\$3,666.00	\$5,570.00	\$1,744.90	\$405.00	\$0.00	\$2,928.30	\$87,324.80
September	\$35,474.80	\$9,542.50	\$5,181.50	\$7,030.00	\$1,742.50	\$450.00	\$0.00	\$9,562.70	\$68,984.00
October									
November									
December									
Total									



Anderson County Building & Codes Permits Issued for 2015

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	154	142	91	100	49	16	0	28	580
February	115	121	68	77	70	8	0	19	478
March	192	155	95	105	71	15	0	47	680
April	189	185	114	114	97	20	0	32	751
May	170	156	98	110	70	11	0	17	632
June	164	170	107	117	76	14	0	29	677
July	217	213	137	136	81	10	1	29	824
August	157	155	89	89	65	9	0	35	599
September	174	166	118	121	89	10	0	29	707
October									
November									
December									
Total	1532	1463	917	969	668	113	1	265	5928



F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092 Fax: 800-892-7470

REPORT OF BUILDING OR ZONING PERMITS ISSUED AND LOCAL PUBLIC CONSTRUCTION

For the month of: **Sep-15**

ANDERSON COUNTY BUILDING & CODES
 P.O. Box 8002
 ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below
 Discontinued issuing permits
 Merged with another system
 Split into two or more systems
 Annexed land areas
 Had other changes

PLEASE RETURN THE WEEK OF:

If NO PERMITS were issued during this period, mark (X) and return this form

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Single-Family houses, detached <i>Exclude mobile homes</i>	101	61	61	\$11,037,251			
	Single-family houses, attached - Separated by ground to roof wall, - No unites above or below, and - Separate heating systems & utility meters	102						
	Two-family buildings	103						
	Three-and four-family buildings	104						
	Five-or-more family buildings	105						
	TOTAL: Sum of 101-105	109	61	61	\$11,037,251	0	0	\$0.00

Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>	213						
	Other non-housekeeping shelter	214						

Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Amusement, social, and recreational	318						
	Churches and other religious	319						
	Industrial	320						
	Parking garages (buildings & open decked)	321						
	Service stations and repair garages	322						
	Hospitals and institutional	323						
	Offices, banks, and professional	324	1		\$642,000			
	Public works and utilities	325						
	Schools and other educational	326	2		\$13,500			
	Stores and customer services	327	2		\$700,400			
	Other nonresidential buildings	328	12		\$333,780			
	Structures other than buildings	329	4		\$69,640			

Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Residential - <i>Classify additions of garages and carports in item 438</i>	434	12		\$418,277			
	Nonresidential and non-housekeeping	437	2		\$370,000			
	Additions of residential garages and carports (attached and detached)	438	9		\$385,600			

Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Single-family houses (attached and detached)	645	1					
	Two-family buildings	646						
	Three-and four-family buildings	647						
	Five-or-more family buildings	648						
	All other buildings, structures or mobile homes	649	9					

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
MOD 702	COURTESY PERMIT/NO CHARGE			
201503079	9/09/2015	126,000.00	5 FIRST QUALITY TISSUE SE LLC	CANNONBALL 3 LIFE SAFETY BLDG
201503083	9/10/2015	102,000.00	HABITAT FOR HUMANITY OF ANDERSON INC	HABITAT HOUSE
201503115	9/14/2015	73,000.00	5 FIRST QUALITY TISSUE SE LLC	CANNONBALL3-MAINT+STORE LIGHTS
201503136	9/16/2015	42,000.00	HABITAT FOR HUMANITY OF ANDERSON INC	HABITAT FOR HUMANITY HOUSE
201503142	9/16/2015	2,499.00	ANDERSON COUNTY	INSTALL WIRING AIRPORT HANGER
201503152	9/17/2015	35,000.00	5 FIRST QUALITY TISSUE SE LLC	CANNONBALL3 RETAINING WALL
201503153	9/17/2015	6,000.00	MCGUIDWIN JOHN	DEMOLITION OF S/F HOME
201503154	9/17/2015	4,500.00	NOWAVE EQUITIES LLC	DEMOLITION OF S/F HOUSE
201503155	9/17/2015	3,675.00	ANDERSON COUNTY FORFEITED LAND COMMISSIO	DEMOLISH S/F DIAPIDATED HOUSE
201503156	9/17/2015	3,675.00	MENGESHA YISIHAK	DEMOLISH DIAPIDATED HOUSE
201503157	9/17/2015	6,000.00	JEFFERSON M JEAN	DEMOLISH 2 MOBILE HOMES
201503158	9/17/2015	6,000.00	BARON GLOBAL VENTURES LLC	DEMOLISH DIAPIDATED STRUCTURE
201503159	9/17/2015	3,000.00	PAIGE BOBBY C	REMOVE BUILDING RUBBLE
201503163	9/18/2015	3,500.00	SIEMP JAMES P + VICTORIA L	DEMOLISH S/F DWELLING
201503166	9/18/2015	3,675.00	HALL BARBARA RICE	DEMOLISH BURNED DWELLING
201503186	9/21/2015	158,800.00	5 FIRST QUALITY TISSUE SE LLC	FIRE PROTECTION FOR BLDG 550
201503188	9/21/2015	1.00	5 FIRST QUALITY TISSUE SE LLC	FIRE PROTECTION FOR BLDG 595

TOTALS: 17 579,325.00

October 13, 2015

DISTRICT 1 - RECREATION
 001-5829-001-241
 FY Ended June 30, 2016

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	Budget 2015 - 2016	25,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	13,623.94
7/7/2015	7/22/2015	22217	BHP Young Farmers	(300.00)
7/7/2015	7/22/2015	22222	Boy Scout Troop 84	(1,000.00)
7/7/2015	7/22/2015	22249	Distinguished Young Women	(200.00)
7/21/2015	8/5/2015	22821	T L Hanna Band	(1,200.00)
8/4/2015	8/19/2015	23109	Balloons Over Anderson	(1,000.00)
8/18/2015	9/2/2015	23786	Main Street Program	(500.00)
9/1/2015	9/30/2015	24692	GAMAC	(1,250.00)
8/18/2015	9/30/2015	24788	Sister City	(250.00)

SUB-TOTAL 37,923.94

Committed:

7/21/2015			Parks and Recreation - Projects	(1,000.00)
10/6/2015			Brown Road Boat Ramp	(5,000.00)
10/6/2015			Safe Harbor	(600.00)
10/6/2015			Foothills Alliance	(500.00)
			Ending Balance	30,823.94

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



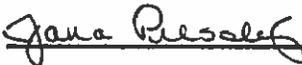
Kimberly Poulin, Clerk to Council

DATE: 10/15/15



Rusty Burns, County Administrator

DATE: 10/13/15



Jana Pressley, Assistant Finance Manager

DATE: 10/13/15

October 13, 2015

DISTRICT 2 - RECREATION
001-5829-002-241
FY Ended June 30, 2016

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	---	Budget 2015 - 2016	25,000.00
	--	---	From Accommodations Fee	5,000.00
			Brought Forward	19,173.64
8/18/2015	9/2/2015	23710	Balloons Over Anderson	(2,000.00)
8/18/2015	9/2/2015	23757	Friends of Broadway Lake	(1,000.00)

SUB-TOTAL 46,173.64

Committed:

1/6/2015		Haynie Park at Broadway	(1,402.50)
9/1/2015		Haynie Park at Broadway	(3,000.00)
9/1/2015		Friends of Broadway Lake	(1,100.00)
10/6/2015		Men at Work	(1,000.00)
		Ending Balance	39,671.14

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



Kimberly Poullin, Clerk to Council

DATE: 10/15/15



Rusty Burns, County Administrator

DATE: 10/13/15



Jana Pressley, Assistant Finance Manager

DATE: 10/13/15

October 13, 2015

DISTRICT 3 - RECREATION
001-5829-003-241
FY Ended June 30, 2016

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	---	Budget 2015 - 2016	25,000.00
	--	---	From Accommodations Fee	5,000.00
			Brought Forward	307.29
7/7/2015	7/22/2015	22205	Anderson Quick Striders	(250.00)
7/7/2015	7/22/2015	22217	BHP Young Farmers	(300.00)
3/3/2015	7/23/2015	JE	Town of Starr (Walking Track Signs)	(204.54)
7/21/2015	8/5/2015	22731	Iva Recreation Association	(500.00)
8/4/2015	8/19/2015	23247	Starr Athletic Association	(500.00)
9/1/2015	9/30/2015	24640	Belton Area Museum	(1,000.00)
9/1/2015	9/30/2015	24641	Belton Center for the Arts	(500.00)
9/1/2015	9/30/2015	24647	Bowie Old Farm Reunion	(2,000.00)

SUB-TOTAL 25,052.75

Committed:

10/6/2015			Safe Harbor	(600.00)
10/6/2015			B-HP Special Services	(1,500.00)
10/6/2015			Crescent HS Band Boosters	(1,000.00)
10/6/2015			Foothills Alliance	(500.00)
			Ending Balance	21,452.75

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



Kimberly Poulin, Clerk to Council



Rusty Burns, County Administrator



Jana Pressley, Assistant Finance Manager

DATE: 10/15/15

DATE: 10/13/15

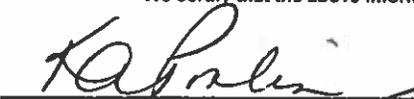
DATE: 10/13/15

October 13, 2015

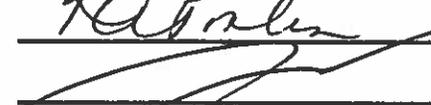
DISTRICT 4 - RECREATION
001-5829-004-241
FY Ended June 30, 2016

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	Budget 2015 - 2016	25,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	311.23
7/7/2015	7/22/2015	22282	Main Street Program	(500.00)
7/7/2015	7/22/2015	22301	Pendleton Recreation Association	(5,000.00)
7/7/2015	7/22/2015	22349	Townville Recreation Department	(2,000.00)
7/21/2015	8/5/2015	22652	Balloons over Anderson	(1,000.00)
7/21/2015	8/5/2015	22691	Distinguished Young Women	(200.00)
7/21/2015	8/5/2015	22822	T L Hanna Band	(300.00)
7/21/2015	8/5/2015	22824	Town of Pendleton	(2,500.00)
9/1/2015	9/30/2015	24693	GAMAC	(250.00)
8/18/2015	9/30/2015	24788	Sister City	(500.00)
SUB-TOTAL				18,061.23
<u>Committed:</u>				
10/6/2015			Safe Harbor	(600.00)
10/6/2015			Foothills Alliance	(500.00)
Ending Balance				16,961.23

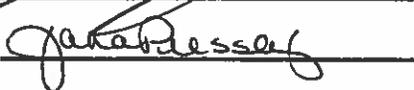
We certify that the above information to the best of our knowledge is up-to-date and is accurate.



Kimberly Poulin, Clerk to Council



Rusty Burns, County Administrator



Jana Pressley, Assistant Finance Manager

DATE: 10/15/15

DATE: 10/13/15

DATE: 10/13/15

October 13, 2015

DISTRICT 5 - RECREATION
001-5829-005-241
FY Ended June 30, 2016

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	Budget 2015 - 2016	25,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	18,415.76
7/7/2015	7/22/2015	22217	BHP Young Farmers	(1,200.00)
7/21/2015	8/5/2015	22692	Distinguished Young Women	(300.00)
8/4/2015	8/19/2015	23110	Balloons Over Anderson	(1,000.00)
8/4/2015	8/12/2015	22911	Quick Striders	(500.00)
8/18/2015	9/2/2015	23787	Main Street Program	(500.00)
8/18/2015	9/30/2015	24788	Sister City	(500.00)
9/1/2015	9/30/2015	24694	GAMAC	(500.00)

SUB-TOTAL 43,915.76

Committed:

Ending Balance 43,915.76

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



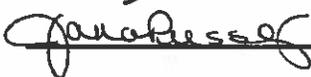
Kimberly Poulin, Clerk to Council

DATE: 10/15/15



Rusty Burns, County Administrator

DATE: 10/13/15



Jana Pressley, Assistant Finance Manager

DATE: 10/13/15

October 13, 2015

DISTRICT 6 - RECREATION
001-5829-006-241
FY Ended June 30, 2016

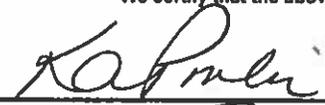
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	Budget 2015 - 2016	25,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	25,716.14
7/21/2015	8/5/2015	22693	Distinguished Young Women	(300.00)
8/4/2015	8/19/2015	23220	Powdersville League of Athletic Youth (PLAY)	(5,000.00)
8/4/2015	8/19/2015	23128	CESA - Tri County	(5,000.00)

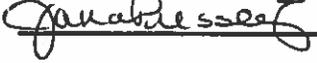
SUB-TOTAL 45,416.14

Committed:

Ending Balance 45,416.14

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





Kimberly Poulin, Clerk to Council

Rusty Burns, County Administrator

Jana Pressley, Assistant Finance Manager

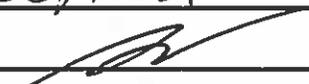
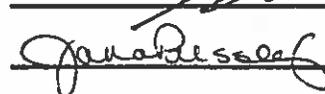
DATE: 10/15/15
DATE: 10/13/15
DATE: 10/13/15

October 13, 2015

DISTRICT 7 - RECREATION
001-5829-007-241
FY Ended June 30, 2016

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	Budget 2015 - 2016	25,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	0.00
7/7/2015	7/22/2015	22204	Anderson Lights of Hope	(200.00)
7/7/2015	7/22/2015	22206	Anderson Quick Striders	(200.00)
7/7/2015	7/22/2015	22217	BHP Young Farmers	(200.00)
7/7/2015	7/22/2015	22227	Caroline Community Center	(5,000.00)
7/7/2015	7/22/2015	22250	Distinguished Young Women	(200.00)
7/7/2015	7/22/2015	22283	Main Street Program	(200.00)
7/7/2015	7/22/2015	22341	Town of Honea Path (Recreation Programs)	(2,500.00)
7/7/2015	7/22/2015	22343	Honea Path Fire \ EMS	(2,500.00)
7/21/2015	8/5/2015	22651	Balloons over Anderson	(300.00)
7/21/2015	8/5/2015	22823	T L Hanna Band	(500.00)
8/4/2015	8/19/2015	23213	Pelzer Heritage Commission	(3,500.00)
8/18/2015	9/23/2015	24409	Clemson 4-H Extension Coop	(500.00)
8/18/2015	9/23/2015	24527	Town of Honea Path	(300.00)
9/15/2015	9/30/2015	24814	Town of West Pelzer	(2,500.00)
SUB-TOTAL				11,400.00
<u>Committed:</u>				
10/6/2015			Safe Harbor	(250.00)
10/6/2015			Cheddar	(3,500.00)
Ending Balance				7,650.00

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

	Kimberly Poulin, Clerk to Council	DATE: <u>10/15/15</u>
	Rusty Burns, County Administrator	DATE: <u>10/13/15</u>
	Jana Pressley, Assistant Finance Manager	DATE: <u>10/13/15</u>

DISTRICT ONE PAVING ACCOUNT
Through September 30, 2015

DISTRICT ONE

MR. FRANCIS M. CROWDER

CASH BALANCE AS OF JUNE 30, 2015	\$421,546.27
2014-2015 CASH ADJUSTMENTS AFTER JUNE 30, 2015	\$69,294.85
2015-2016 DISTRICT PAVING FUNDS	<u>\$118,893.15</u>
CASH BALANCE AS OF JULY 01, 2015	\$609,734.27
BALANCE	\$609,734.27

2015-2016 YEAR-TO-DATE EXPENDITURES

PAVING ANDERSON COUNTY ROADS	-\$133,560.00
PAVING CITY OF ANDERSON STREETS	\$0.00
PROJECTS	<u>-\$1,100.00</u>

REMAINING COMMITMENTS

PAVING ANDERSON COUNTY ROADS	-\$212,074.00
PAVING CITY OF ANDERSON STREETS	-\$80,000.00
PROJECTS	<u>-\$113,000.27</u>
	<u><u>\$70,000.00</u></u>

BALANCE AVAILABLE FOR PAVING

DISTRICT ONE

MR. CROWDER

ANDERSON COUNTY ROADS APPROPRIATED FOR PAVING

<u>ROAD NAME</u>	<u>C NUMBER</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
DISTRICT ONE PAVEMENT PLAN PRIORITY LIST		11/18/14	\$148,400.00	\$133,560.00		\$133,560.00	
DISTRICT ONE PAVEMENT PLAN PRIORITY LIST		07/21/15	\$197,234.00			\$0.00	
TOTALS			\$345,634.00	\$133,560.00	\$0.00	\$133,560.00	

CITY OF ANDERSON STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
THORNEHILL DRIVE PAVING (CONTIGENT UPON APPROVAL OF REMAINING BALANCE BY ACTC)	10/07/14	\$80,000.00	\$0.00		\$0.00	
CITY OF ANDERSON TOTALS		\$80,000.00	\$0.00	\$0.00	\$0.00	

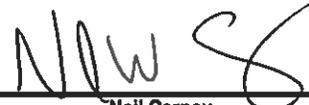
<u>APPROVED PROJECTS</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
EAST WEST PARKWAY PARK DESIGN CONTRACTOR FOR EAST-WEST PARKWAY	07/21/15	\$100,000.00				
PARKING AREA NEAR EAST-WEST CONNECTOR	10/21/14	\$14,000.00	\$13,899.73			
	10/21/14	\$15,000.00	\$2,100.00		\$1,100.00	
TOTALS		\$129,000.00	\$15,999.73	\$0.00	\$1,100.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of September 30, 2015

 Kimberly A. Poulin
 Clerk to Council

 Date

Approved by:



 Neil Carney
 Finance Department
 10-12-15

 Date

Prepared by Sherry McGraw (TV)

DISTRICT TWO PAVING ACCOUNT
Through September 30, 2015

DISTRICT TWO

MS. GRACIE S. FLOYD

CASH BALANCE AS OF JUNE 30, 2015	\$433,968.38
2014-2015 CASH ADJUSTMENTS AFTER JUNE 30, 2015	\$0.00
2015-2016 DISTRICT PAVING FUNDS	<u>\$122,325.16</u>
CASH BALANCE AS OF JULY 01, 2015	\$556,293.54

BALANCE **\$556,293.54**

2015-2016 YEAR-TO-DATE EXPENDITURES

PAVING ANDERSON COUNTY ROADS	-\$171,000.00
PAVING CITY OF ANDERSON STREETS	\$0.00
PROJECTS	\$0.00

REMAINING COMMITMENTS

PAVING ANDERSON COUNTY ROADS	-\$310,293.54
PAVING CITY OF ANDERSON STREETS	-\$75,000.00
PROJECTS	<u>\$0.00</u>

BALANCE AVAILABLE FOR PAVING **\$0.00**

DISTRICT TWO

MS. FLOYD

ANDERSON COUNTY ROADS APPROPRIATED FOR PAVING

<u>ROAD NAME</u>	<u>C NUMBER</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
DISTRICT TWO PAVEMENT PLAN PRIORITY LIST		11/18/14	\$190,000.00	\$171,000.00		\$171,000.00	
DISTRICT TWO PAVEMENT PLAN PRIORITY LIST		07/21/15	\$291,293.54			\$0.00	
TOTALS			\$481,293.54	\$171,000.00	\$0.00	\$171,000.00	

DISTRICT TWO

MS. FLOYD

CITY OF ANDERSON STREETS ALLOCATED COUNTY FUNDS

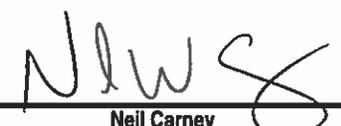
<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
CITY OF ANDERSON PAVING, GRADING AND DRAINAGE ON NON-STATE ROADS	07/07/15	\$75,000.00	\$0.00		\$0.00	
TOTALS		\$75,000.00	\$0.00	\$0.00	\$0.00	

<u>APPROVED PROJECTS</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of September 30, 2015

Kimberly A. Poulin
Clerk to Council

Date

Approved by: 
Neil Carney
Finance Department
10-12-15

Date

Prepared by Sherry McGraw (TV)

DISTRICT THREE PAVING ACCOUNT
Through September 30, 2015

DISTRICT THREE

MR. J. MITCHELL COLE

CASH BALANCE AS OF JUNE 30, 2015	\$318,407.86
2014-2015 CASH ADJUSTMENTS AFTER JUNE 30, 2015	(\$931.07)
2015-2016 DISTRICT PAVING FUNDS	<u>\$169,406.48</u>
CASH BALANCE AS OF JULY 01, 2015	\$486,883.27
	 \$486,883.27

2015-2016 YEAR-TO-DATE EXPENDITURES

PAVING ANDERSON COUNTY ROADS	-\$27,450.00
PAVING CITY OF BELTON STREETS	\$0.00
PAVING TOWN OF IVA STREETS	\$0.00
PAVING TOWN OF STARR	-\$2,208.42
PROJECTS	\$0.00

REMAINING COMMITMENTS

PAVING ANDERSON COUNTY ROADS	-\$347,220.71
PAVING CITY OF BELTON STREETS	-\$55,250.00
PAVING TOWN OF IVA STREETS	-\$48,948.65
PAVING TOWN OF STARR STREETS	-\$5,805.49
PROJECTS	<u>\$0.00</u>
	<u><u>\$0.00</u></u>

BALANCE AVAILABLE FOR PAVING

DISTRICT THREE

MR. COLE

ANDERSON COUNTY ROADS APPROPRIATED FOR PAVING

<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
DISTRICT THREE PAVEMENT PLAN PRIORITY LIST (JOHNNY LONG RD)	11/18/14	\$30,500.00	\$27,450.00			
DISTRICT THREE PAVEMENT PLAN PRIORITY LIST	07/21/15	\$344,170.71			\$0.00	
TOTALS		\$374,670.71	\$27,450.00	\$0.00	\$0.00	

CITY OF BELTON STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-2016 COST</u>	<u>DATE COMPLETE</u>
CITY OF BELTON PAVING, GRADING AND DRAINAGE ON NON-STATE ROADS	07/07/15	\$55,250.00	\$0.00		\$0.00	
TOTALS		\$55,250.00	\$0.00	\$0.00	\$0.00	

TOWN OF IVA STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF IVA PAVING, GRADING AND DRAINAGE ON NON-STATE ROADS	07/07/15	\$16,250.00				
TOWN OF IVA PAVING, GRADING AND DRAINAGE ON NON-STATE ROADS	08/08/13	\$45,000.00	\$12,301.35	<i>Incomplete</i>	\$0.00	
TOTALS		\$61,250.00	\$12,301.35	\$0.00	\$0.00	

TOWN OF STARR STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF STARR FOR PATCHING POTHOLES	10/16/12	\$500.00	\$500.00	\$0.00	\$13.91	
TOWN OF STARR PAVING, GRADING AND DRAINAGE ON NON-STATE ROADS	07/07/15	\$8,000.00	\$2,194.51		\$2,194.51	
TOTALS		\$8,500.00	\$2,694.51	\$0.00	\$2,208.42	

DISTRICT THREE

MR. COLE

APPROVED PROJECTS

**APPROVAL
DATE**

**EST
COST**

**TOTAL
COST**

**COST
DIFF**

**2015-16
COST**

**DATE
COMPLETE**

TOTALS

\$0.00

\$0.00

\$0.00

\$0.00

We certify that the above information, to the best of our knowledge,
is up-to-date and is accurate information as of September 30, 2015

Kimberly A. Poulin
Clerk to Council

Date

Approved by:



Neil Carney
Finance Department

10-12-15

Date

Prepared by Sherry McGraw (TV)

DISTRICT FOUR PAVING ACCOUNT
Through September 30, 2015

DISTRICT FOUR

MR. THOMAS F. ALLEN

CASH BALANCE AS OF JUNE 30, 2015	\$594,967.91
2015-2016 DISTRICT PAVING FUNDS	<u>\$158,732.57</u>
CASH BALANCE AS OF JULY 1, 2015	\$753,700.48

BALANCE	\$753,700.48
---------	--------------

2015-2016 YEAR-TO-DATE EXPENDITURES

PAVING ANDERSON COUNTY ROADS	-\$149,015.45
PAVING-TOWN OF PENDLETON STREETS	\$0.00
PROJECTS	\$0.00

REMAINING COMMITMENTS

PAVING ANDERSON COUNTY ROADS	-\$522,234.73
PAVING-TOWN OF PENDLETON STREETS	-\$82,450.30
PROJECTS	<u>\$0.00</u>

BALANCE AVAILABLE FOR PAVING	<u><u>\$0.00</u></u>
------------------------------	----------------------

DISTRICT FOUR

MR. ALLEN

ANDERSON COUNTY ROADS APPROPRIATED FOR PAVING

<u>ROAD NAME</u>	<u>C NUMBER</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
DISTRICT FOUR PAVEMENT PLAN PRIORITY LIST	VARIOUS	11/18/14	\$314,800.00	\$149,015.45		\$149,015.45	
DISTRICT FOUR PAVEMENT PLAN PRIORITY LIST		07/21/15	\$356,450.18				
TOTALS			\$671,250.18	\$149,015.45	\$0.00	\$149,015.45	

TOWN OF PENDLETON STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>C NUMBER</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF PENDLETON PAVING, GRADING AND DRAINAGE NEEDS ON NONSTATE STREETS	VARIOUS	12/02/08	\$359,862.79	\$316,912.49	Incomplete	\$0.00	
TOWN OF PENDLETON PAVING, GRADING AND DRAINAGE NEEDS ON NONSTATE STREETS		07/07/15	\$39,500.00				
TOTALS			\$399,362.79	\$316,912.49	\$0.00	\$0.00	

DISTRICT FOUR

MR. ALLEN

APPROVED PROJECTS

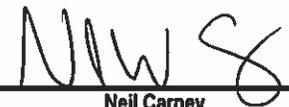
<u>APPROVED PROJECTS</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
COUNTY PORTION FOR SPEED HUMP AT LITTLE CREEK ROAD	10/21/2014	\$500.00	\$500.00	\$0.00		
HOMEOWNERS PORTION FOR SPEED HUMP AT LITTLE CREEK ROAD	11/25/2014	\$500.00	\$500.00	\$0.00		
TOWNVILLE REC PARK	4/21/2015	\$2,800.00	\$1,924.39	\$875.61		
TOTALS		\$3,800.00	\$2,924.39	\$875.61	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of September 30, 2015

Kimberly A. Poulin
Clerk to Council

Date

Approved by:



Neil Carney
Finance Department
10-12-15

Date

Prepared by Sherry McGraw (TV)

DISTRICT FIVE PAVING ACCOUNT
Through September 30, 2015

DISTRICT FIVE

MR. TOMMY DUNN

CASH BALANCE AS OF JUNE 30, 2015	\$366,087.33
2015-2016 DISTRICT PAVING FUNDS	<u>\$144,396.01</u>
CASH BALANCE AS OF JULY 01, 2015	\$510,483.34

BALANCE	\$510,483.34
---------	--------------

2015-2016 YEAR-TO-DATE EXPENDITURES

PAVING ANDERSON COUNTY ROADS	-\$145,260.00
PROJECTS	\$0.00

REMAINING COMMITMENTS

PAVING ANDERSON COUNTY ROADS	-\$365,223.34
PROJECTS	<u>\$0.00</u>

BALANCE AVAILABLE FOR PAVING	<u><u>\$0.00</u></u>
------------------------------	----------------------

DISTRICT SIX PAVING ACCOUNT
Through September 30, 2015

DISTRICT SIX

MR. KEN WATERS

CASH BALANCE AS OF JUNE 30, 2015	\$442,391.00
2014-2015 CASH ADJUSTMENTS AFTER JUNE 30, 2015	(\$54,230.08)
2015-2016 DISTRICT PAVING FUNDS	<u>\$143,439.04</u>
CASH BALANCE AS OF JULY 01, 2015	\$531,599.96
BALANCE	\$531,599.96
<u>2015-2016 YEAR-TO-DATE EXPENDITURES</u>	
PAVING ANDERSON COUNTY ROADS	-\$35,319.92
PROJECTS	\$0.00
<u>REMAINING COMMITMENTS</u>	
PAVING ANDERSON COUNTY ROADS	-\$496,280.04
PROJECTS	<u>\$0.00</u>
BALANCE AVAILABLE FOR PAVING	<u><u>\$0.00</u></u>

DISTRICT SEVEN PAVING ACCOUNT
Through September 30, 2015

DISTRICT SEVEN

MS. M. CINDY WILSON

CASH BALANCE AS OF JUNE 30, 2015	\$405,335.25
2014-2015 CASH ADJUSTMENTS AFTER JUNE 30, 2015	(\$57,048.36)
2015-2016 DISTRICT PAVING FUNDS	<u>\$142,807.60</u>
CASH BALANCE AS OF JULY 01, 2015	\$491,094.49

BALANCE	\$491,094.49
---------	--------------

2015-2016 YEAR-TO-DATE EXPENDITURES

PAVING ANDERSON COUNTY ROADS	-\$98,475.24
PAVING TOWN OF HONEA PATH STREETS	-\$2,186.11
PAVING TOWN OF PELZER STREETS	\$0.00
PAVING TOWN OF WEST PELZER STREETS	\$0.00
PAVING TOWN OF WILLIAMSTON STREETS	\$0.00
PROJECTS	\$0.00

REMAINING COMMITMENTS

PAVING ANDERSON COUNTY ROADS	-\$245,240.20
PAVING TOWN OF HONEA PATH STREETS	-\$45,813.89
PAVING TOWN OF PELZER STREETS	-\$7,500.00
PAVING TOWN OF WEST PELZER STREETS	-\$30,000.00
PAVING TOWN OF WILLIAMSTON STREETS	-\$52,161.52
PROJECTS	<u>-\$9,717.53</u>

BALANCE AVAILABLE FOR PAVING	<u><u>\$0.00</u></u>
------------------------------	----------------------

DISTRICT SEVEN**MS. WILSON****ANDERSON COUNTY ROADS APPROPRIATED FOR PAVING**

<u>ROAD NAME</u>	<u>C NO.</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
DISTRICT SEVEN PAVEMENT PLAN PRIORITY LIST (TOP 14 ROADS IN FOLLOWING PRIORITY)	VARIOUS	11/18/14	\$171,246.00	\$155,523.60		\$98,475.24	
DISTRICT SEVEN PAVEMENT PLAN PRIORITY LIST		07/21/15	\$229,517.80				
TOTALS			\$400,763.80	\$155,523.60	\$0.00	\$98,475.24	

DISTRICT SEVEN**MS. WILSON****TOWN OF HONEA PATH STREETS ALLOCATED COUNTY FUNDS**

<u>ROAD NAME</u>	<u>C NO.</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF HONEA PATH PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS		07/07/15	\$48,000.00	\$2,186.11		\$2,186.11	
TOTALS			\$48,000.00	\$2,186.11	\$0.00	\$2,186.11	

TOWN OF PELZER STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>C NO.</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF PELZER PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS		11/18/14	\$5,000.00				
TOWN OF PELZER PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS		07/07/15	\$2,500.00	\$0.00		\$0.00	
TOTALS			\$7,500.00	\$0.00	\$0.00	\$0.00	

TOWN OF WEST PELZER STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>C NO.</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF WEST PELZER PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS		11/18/14	\$5,000.00				
TOWN OF WEST PELZER PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS		07/07/15	\$25,000.00	\$0.00		\$0.00	
TOTALS			\$30,000.00	\$0.00	\$0.00	\$0.00	

DISTRICT SEVEN

MS. WILSON

TOWN OF WILLIAMSTON STREETS ALLOCATED COUNTY FUNDS

<u>ROAD NAME</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
TOWN OF WILLIAMSTON PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS	11/20/12	\$25,000.00	\$24,838.48	<i>Incomplete</i>		
TOWN OF WILLIAMSTON PAVING, GRADING AND DRAINAGE NEEDS ON NON-STATE STREETS	07/07/15	\$52,000.00	\$0.00		\$0.00	
TOTALS		\$77,000.00	\$24,838.48	\$0.00	\$0.00	

<u>APPROVED PROJECTS</u>	<u>APPROVAL DATE</u>	<u>EST COST</u>	<u>TOTAL COST</u>	<u>COST DIFF</u>	<u>2015-16 COST</u>	<u>DATE COMPLETE</u>
CHEDDAR FIRE DEPARTMENT AND WALKING TRACK FULL DEPTH REPAIR AND PATCHING	08/19/14	\$10,800.00	\$1,082.47			
TOTALS		\$10,800.00	\$1,082.47	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of September 30, 3015

Kimberly A. Poulin
Clerk to Council

Date

Approved by: _____
Neil Carney
Finance Department
10-12-15

Date

Prepared by Sherry McGraw (TV)



Tommy Dunn
Chairman
Council District 5

Ken Waters
Vice-Chairman
Council District 6

Francis M. Crowder, Sr.
Council District 1

Gracie S. Floyd
Council District 2

J. Mitchell Cole
Council District 3

Thomas F. Allen
Council District 4

M. Cindy Wilson
Council District 7

Kimberly A. Poulin
Clerk to Council

Rusty Burns
County Administrator

TO: The Honorable County Council Members
FROM: Rusty Burns, County Administrator
SUBJECT: Budget Transfers FY 2014 - 2015
DATE: September 29, 2015

Attached are copies of transfers that have been processed during the dates August 12, 2015 thru September 29, 2015 for fiscal year ending June 30, 2015. All of the transfers are below the \$5,000 threshold or that would otherwise need County Council approval in accordance with Section XXVII of Budget Ordinance #2014-016. A copy of the transfers is being provided for informational purposes only.

Anderson County Finance
Post Office Box 8002
Anderson, SC 29622-8002
864.260.4224
864.260.1046 fax
www.andersoncountysc.org

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Probate Court

FROM:	TO:	AMOUNT:
TITLE <u>Office Supply</u> ACCT.# <u>269</u>	TITLE <u>Postage</u> ACCT# <u>243</u>	\$ <u>2.99</u>
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	\$ _____

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

REASON:

Had more mail than we have in the past, this is the first time in my 38 years that this has happened

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

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

DEPT. HEAD: Martha A. Newton DATE: 09-10-2015

DIVIS HEAD: _____ DATE: _____

FINANCE: [Signature] DATE: 9-17-15

ADMINISTRATOR: [Signature] DATE: 9-17-15

Journal Entry # 9067 DATE: 6/30/15

FY 14-15

9-23-15

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: PRT

DEPARTMENT: Anderson County Museum 5064

FROM:		TO:		AMOUNT:
TITLE	<u>Temp/Part Time</u>	TITLE	<u>Supplies Special Dept.</u>	
ACCT.#	<u>5064-000-102</u>	ACCT#	<u>5064-000- 273</u>	\$ <u>\$1,491.15</u>

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

REASON: Had to update our Past Perfect Softwear and transferred money out of the Special Depart and Educator account line.

Is this transfer within your department? (Circle One) YES

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

DEPT. HEAD: *Beverly Gibbs*

DIVIS HEAD: *[Signature]*

FINANCE: *[Signature]*

ADMINISTRATOR: *[Signature]*

Journal Entry # 9067

DATE: 09/11/2015

DATE: 9/14/15

DATE: 9/12/15

DATE: 9-17-15

DATE: 6/30/15

FY 14-15

9-23-15

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: PRT

DEPARTMENT: Anderson County Museum 5064

FROM:		TO:		AMOUNT:
TITLE	<u>Temp/Part Time</u>	TITLE	<u>Supplies Office</u>	
ACCT.#	<u>5064-000-102</u>	ACCT#	<u>5064-000-269</u>	\$ <u>\$156.91</u>

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

REASON: Because of the old age of our desk chairs, bought two new ones for employees with back issues.

Is this transfer within your department?

(Circle One)

YES

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD: Beverly Smith

DIVIS HEAD: [Signature]

FINANCE: [Signature]

ADMINISTRATOR: [Signature]

Journal Entry # 9067

DATE: 09/11/2015

DATE: 9/14/15

DATE: 9/17/15

DATE: 9-17-15

DATE: 6/30/15

FY 14-15

9-23-15

BUDGET TRANSFER

FY-2014-2015

DIVISION: Public Works

DEPARTMENT: Development Standards

FROM:	TO:	AMOUNT:
<p>TITLE <u>Insurance -Vehicles</u> ACCT.# <u>001-5069-000-228</u></p>	<p>TITLE <u>Repairs</u> ACCT# <u>001-5069-000-252</u></p>	<p>\$ <u>17.41</u></p>
<p>TITLE <u>Insurance-Vehicles</u> ACCT.# <u>001-5069-000-228</u></p>	<p>TITLE <u>Travel</u> ACCT# <u>001-5069-000-279</u></p>	<p>\$ <u>74.56</u></p>

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

REASON:

Unexpected repairs and travel required by FEMA for continued education.

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

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

DEPT. HEAD: *Alan A. Hines*

DATE: 9/28/2015

DIVIS HEAD: *[Signature]*

DATE: 9/29/15

FINANCE: _____

DATE: _____

ADMINISTRATOR: *[Signature]*

DATE: 9-29-15

Journal Entry # 9071

DATE: ~~9-29-15~~ 6/30
9.29

FY 14-15

BUDGET TRANSFER

DIVISION: Public Works
 DEPARTMENT: Development Standards

FY 2014-2015

FROM:	TO:	AMOUNT:
TITLE <u>Fuel & Oil</u>	TITLE <u>Lodging</u>	
ACCT.# <u>001-5069-000-216</u>	ACCT.# <u>001-5069-000-293</u>	\$ <u>358 24</u>
 TITLE _____	 TITLE _____	
 ACCT.# _____	 ACCT.# _____	 \$ _____

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

REASON:

Money Needed to Cover Lodging for FEMA Annual Training & Audit

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

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

DEPT. HEAD: Alex W. Hines DATE: 9/28/2015

DIVIS HEAD: Holt Stopl DATE: 9/19/15

FINANCE: _____ DATE: _____

ADMINISTRATOR: _____ DATE: 9-29-15

Journal Entry # 9071 DATE: 6/30

9-29

FY 14-15



Tommy Dunn
Chairman
Council District 5

Ken Waters
Vice-Chairman
Council District 6

Francis M. Crowder, Sr.
Council District 1

Gracie S. Floyd
Council District 2

J. Mitchell Cole
Council District 3

Thomas F. Allen
Council District 4

M. Cindy Wilson
Council District 7

Kimberly A. Poulin
Clerk to Council

Rusty Burns
County Administrator

TO: The Honorable County Council Members
FROM: Rusty Burns, County Administrator
SUBJECT: Budget Transfers FY 2015 - 2016
DATE: October 13, 2015

Attached are copies of transfers that have been processed during the dates September 09, 2015 thru October 12, 2015 for fiscal year ending June 30, 2016. All of the transfers are below the \$5,000 threshold or that would otherwise need County Council approval in accordance with Section XXVII of Budget Ordinance #2015-016. A copy of the transfers is being provided for informational purposes only.

Anderson County Finance
Post Office Box 8002
Anderson, SC 29622-8002
864.260.4224
864.260.1046 fax
www.andersoncountysc.org

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Council Recreation

FROM:	TITLE	ACCT.#	AMOUNT:	TO:	TITLE	ACCT#	AMOUNT:
	District 1	001-5829-001-241	1,250.00		GAMAC	001-5829-000-137	2,000.00
	District 2	001-5829-002-241					
	District 3	001-5829-003-241					
	District 4	001-5829-004-241	250.00				
	District 5	001-5829-005-241	500.00				
	District 6	001-5829-006-241					
	District 7	001-5829-007-241					

To cover Council appropriations

DEPT. HEAD: Co Council Mtg
 DIVIS HEAD: _____
 FINANCE: _____
 ADMINISTRATOR: 
 Journal Entry # 1006

DATE: 09/01/2015
 DATE: _____
 DATE: _____
 DATE: 9-28-15
 DATE: 9-30-15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Council Recreation

FROM:	TITLE	AMOUNT:	TO:	AMOUNT:
	<u>District 3</u>			
	<u>001-5829-003-241</u>	<u>3,500.00</u>		
			<u>Belton Area Museum</u>	
			<u>001-5829-000-013</u>	<u>1,000.00</u>
			<u>Belton Arts Center</u>	
			<u>001-5829-000-014</u>	<u>500.00</u>
			<u>Bowie Farm Reunion</u>	
			<u>001-5829-000-021</u>	<u>2,000.00</u>

To cover Council appropriations

DEPT. HEAD: Co Council Mtg

DIVIS HEAD: _____

FINANCE: _____

ADMINISTRATOR: _____

Journal Entry # 1006

DATE: 09/01/2015

DATE: _____

DATE: _____

DATE: 9-28-15

DATE: _____

DATE: 9-30-15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Council Recreation

FROM:	TITLE	ACCT.#	AMOUNT:	TO:	TITLE	ACCT#	AMOUNT:
	District 7	01-5829-007-241	2,500.00		Tonw Of West Pelzer	001-5829-000-089	2,500.00

To cover Council appropriations

DEPT. HEAD: Co Council Mtg
 DIVIS HEAD: _____
 FINANCE: _____
 ADMINISTRATOR: _____
 Journal Entry # 1006

DATE: 09/15/2015
 DATE: _____
 DATE: _____
 DATE: 9-28-15
 DATE: 9 30 15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: Between Funds

FROM:		TO:	AMOUNT:
TITLE	<u>Capital Projects</u>	TITLE <u>TO - FEMA</u>	
ACCT.#	<u>360-5231-008-401</u>	ACCT# <u>360-6500-100-165</u>	<u>363.82</u>
TITLE	<u>TI - Capital Projects</u>	TITLE <u>FEMA - Capital</u>	
ACCT.#	<u>165-6400-100-360</u>	ACCT# <u>165-5912-043-499</u>	<u>363.82</u>
TITLE	_____	TITLE _____	
ACCT#	_____	ACCT# _____	
Total			727.64

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

REASON:

FEMA Grant purchases

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: 9-28-15

Journal Entry #

1006

DATE: 9-30-15

BUDGET TRANSFER

DIVISION: _____

DEPARTMENT: _____

Council Recreation

FROM:	TITLE	AMOUNT:	TO:	AMOUNT:
	<u>District 1</u>		<u>Sister City</u>	
	<u>001-5829-001-241</u>	<u>250.00</u>	<u>001-5829-000-882</u>	<u>1,250.00</u>
	<u>District 2</u>			
	<u>001-5829-002-241</u>			
	<u>District 3</u>			
	<u>001-5829-003-241</u>			
	<u>District 4</u>			
	<u>001-5829-004-241</u>	<u>500.00</u>		
	<u>District 5</u>			
	<u>001-5829-005-241</u>	<u>500.00</u>		
	<u>District 6</u>			
	<u>001-5829-006-241</u>			
	<u>District 7</u>			
	<u>001-5829-007-241</u>			

To cover Council appropriations

DEPT. HEAD: Co Council Mtg
 DIVIS HEAD: _____
 FINANCE: _____
 ADMINISTRATOR: _____
 Journal Entry # 1006

DATE: 08/18/2015
 DATE: _____
 DATE: _____
 DATE: 9-23-15
 DATE: 9 30 15



COMMUNITY PARTNERSHIPS

Anderson's largest
Public Safety
event of the year!

Games!
Prizes!
Give-Aways!
Safety Presentations!



Snacks!
Contests!
Emergency Vehicles!
Music & Fun!



Anderson County's Annual National Night Out Tuesday, October 27, 2015 6:00 pm - 8:00pm Civic Center of Anderson

Come and get involved in the partnership between public safety and communities to prevent crime and drugs in our neighborhoods. Come meet your local heroes!

Candy Giveaways!! Prizes from Target!! Costume Contests!!



Local Law Enforcement, Fire Departments and EMS Personnel present the

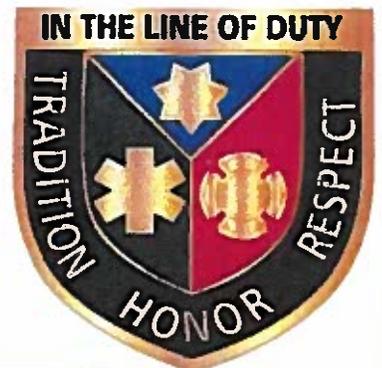
Walk in the Park

2015

Tuesday
October 20, 2015
5:30 pm
Chris Taylor Park

Join local law enforcement, fire department and EMS personnel as we celebrate the 2015 "Red Ribbon Walk in the Park"!

Honor the memory of our fallen heroes and walk for a drug free community.



Special Guest Speakers!

Walk with your local heroes!

Fallen Heroes Memorial!



Find us on Facebook at www.facebook.com/ACSCommunity