

A G E N D A

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY
Council Chambers 1930 University Parkway, Aiken, S. C.

June 20, 2017
7:00 p.m., Meeting 2017 – 10

(A) CALL TO ORDER

(B) INVOCATION

(C) PLEDGE OF ALLEGIANCE

(D) APPROVAL OF MINUTES

1. June 6, 2017 Worksession
2. June 6, 2017 Regular Meeting

(E) APPROVAL OF AGENDA

(F) AWARDS AND RECOGNITIONS

(G) PUBLIC HEARINGS

1. Proposed Ordinance to Approve a Proposed Amendment to the Aiken County Official Zoning and Development District Atlas to rezone Tax Parcel 010-06-01-009 (approximately 15 acres) located along Edgefield Road (US-25), North Augusta, SC in Council District 5 from RD to LD.

(To rezone parcel 010-06-01-009 from Residential Multi-Family Development to Limited Development.)

(H) OLD BUSINESS

1. Proposed Ordinance to Establish Operating, Capital and Debt Service Budgets for Aiken County, South Carolina for the Fiscal Year July 1, 2017, Through June 30, 2018; to Provide for the Levy Revenues and for the Appropriation Thereof; and to Provide for Other Matters Related Thereto. (County Council) (Third Reading) (p. 1-18)

(To adopt the County operating budget for the next fiscal year)

2. Proposed Ordinance to Approve a Proposed Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone 9 Tax Parcels (approximately 73.66 acres) located along Old Jackson Highway (S-5), Sheraton Drive (S-1463), Edwards Loop (C-242), and Williams Way (P-491), Beech Island, SC in Council District 3 from RUD to RD. (County Council) (Third Reading) (p. 19-24)

(To amend the Zoning and Development District Atlas to rezone 9 tax parcels located along Old Jackson Highway, Sheraton Drive, Edwards Loop, and Williams Way in Beech Island, SC in Council District 3 from RUD (Rural District) to RD (Multi-family Residential District).)

3. Proposed Ordinance to Approve a Proposed Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone 19 Tax Parcels (approximately 92.42 acres) located along Willow Run Road (S-912), Pine Hill Drive (C-230), and Linda Lane (PD-1770), Aiken, SC in Council Districts 6 and 8 from UD and RUD to AP.
(County Council) (Third Reading) (p. 25-28)

(To amend the Zoning and Development District Atlas to rezone 19 tax parcels located along Willow Run Road, Pine Hill Drive, and Linda Lane in Aiken, SC in Council Districts 6 and 8 from UD (Urban District) and RUD (Rural District) to AP (Agricultural Preservation District))

4. Proposed Ordinance Authorizing and Approving (1) Development of a Joint County Industrial and Business Park Pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as Amended, in Conjunction with Edgefield County (the “Park”), Such Park to be, at the Time of Its Initial Development, Geographically Located in Aiken County and to Include Certain Property Now or to be Owned and/or Operated by Shaw Creek Solar, LLC, a Company Previously Identified as Project McFarlan, One or More Affiliates, and/or Other Project Sponsors; (2) the Execution and Delivery of a Written Park Agreement with Edgefield County as to the Requirement of Payments of Fee in Lieu of *Ad Valorem* Taxes with Respect to Park Property and the Sharing of the Revenues and Expenses of the Park; (3) the Distribution of Revenues from the Park Within Aiken County; and (4) Other Matters Related Thereto.
(County Council) (Third Reading) (p. 29-39)

(To allow Shaw Creek Solar, LLC, one or more affiliates, and/or other project sponsors, to use land in Aiken and Edgefield for business purposes that will have a positive economic impact for the County – Project McFarlan)

5. Proposed Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu Of Tax and Incentive Agreement by and Between Aiken County, South Carolina (the “County”) and Shaw Creek Solar, LLC, a Company Previously Identified as Project McFarlan, Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (the “Company”), Pursuant to Which the County Shall Covenant to Accept Certain Negotiated Fees In Lieu Of *Ad Valorem* Taxes (“FILOT”) With Respect to the Establishment of Certain Facilities in the County (the “Project”); (2) Certain Special Source Revenue Credits With Respect to the Project; (3) the Benefits of a Multi-County Industrial or Business Park to be Made Available to the Company and the Project; and (4) Other Matters Relating Thereto.
(County Council) (Third Reading) (p. 40-44)

(To authorize an agreement with Shaw Creek Solar, previously identified as Project McFarlan, to pay a fee instead of paying property taxes)

6. Proposed Ordinance Approving a Development Agreement Between Aiken County and Shaw Creek Solar, LLC, or its successors, subsidiaries or affiliates, formerly known as Project McFarlan, Authorizing the Chairman of County Council to Execute Same; And Other Matters Related Thereto.
(County Council) (Third Reading) (p. 45-46)

(To approve a development agreement between Aiken County and Shaw Creek Solar, LLC, previously identified as Project McFarlan.)

(I) CONSENT AGENDA

I. REGULAR CONSENT AGENDA

1. Proposed Resolution to Appoint One Member to Designated Boards, Commissions and Committees with Terms of the Appointees to Run Concurrent with that of the Councilmember from District At-Large, 1, 3, 4, 5, and 8.
(Young, Rawls, Feagin, Smith, Haskell, Hightower) (p. 47-48)

(To appoint members to standing committees created by Council.)

2. Proposed Resolution to Approve the Allocation of Funds for Various Non-Profit Agencies from the FY 2017 Council Contingency Fund.
(County Council) (p. 49-50)

(Council has a certain amount of money allocated in the budget which can be used for projects at its discretion. This resolution distributes some of the money.)

3. Proposed Resolution to Appoint an Assistant Council Clerk.
(County Council) (p. 51)

(To appoint the current Office Manager for the Administrator's Office as an Assistant Council Clerk to exercise the duties of the Clerk of Council in the event of the clerk's absence.)

4. Proposed Resolution to Appoint One Member to the ARTS South Carolina Subcommittee.
(County Council) (p. 52)

(To appoint a Councilmember to the position left vacant by former Council Chairman Ronnie Young.)

5. Proposed Resolution to Execute a Lease with Elizawill, LLC, for the County Tourism Visitors Center.
(Development Committee) (p. 53-63)

(To renew the lease for the Visitor's Center at 133 Laurens Street, NW, for another year.)

6. Proposed Resolution to Assign the Official Road Name to a Road in a Private Subdivision in County Council District 2.
(Development Committee) (p. 64)

(To assign the official Road name of Rembert Place to a currently unnamed road in Three Runs Plantation Phase 7A.)

7. Proposed Resolution to Accept a Used Oil Recycling Grant from the South Carolina Department of Health and Environmental Control.
(Development Committee) (p. 65-78)

(To accept a grant in the amount of \$41,800.00 from South Carolina Department of Health and Environmental Control for used oil recycling.)

8. Proposed Resolution to Accept a Waste Tire Grant from South Carolina Department of Health and Environmental Control.
(Development Committee) (p. 79-94)

(To accept a grant in the amount of \$11,250.00 from South Carolina Department of Health and Environmental Control for used tires.)
9. Proposed Resolution to Authorize the Council Chairman to Enter into an Agreement with ATC Site Construction for Sales Tax III Resurfacing Phase II.
(Development Committee) (p. 95-98)

(To authorize an agreement with ATC Site Construction for road resurfacing using Sales Tax III funds.)
10. Proposed Revised Resolution To Accept a Deed of Dedication for an Extension of Country Glen Avenue (C-2597), a portion of Grayson Drive (C-2831), and a portion of Fordham Drive (C-2866) in Gregg's Mill at Horse Creek Section Four-B Subdivision Located in Council District 3.
(Development Committee) (p. 99)

(Revised to accept a Deed of Dedication for an extension of Country Glen Avenue (C-2597), a portion of Grayson Drive (C-2831), and a portion of Fordham Drive (C-2866) that will give the County the responsibility of maintaining the portions of those roads. This will replace Resolution 17-05-82.)
11. Proposed Resolution to Accept a Deed of Dedication for Cozy Knoll (C-2859) and Almond Drive (C-2865) in The Bluff at Flat Rock at Sage Creek Subdivision Located in Council District 6.
(Development Committee) (p. 100)

(To accept a Deed of Dedication for Cozy Knoll (C-2859) and Almond Drive (C-2865) that will give the County the responsibility of maintaining those roads.)
12. Proposed Resolution Expressing Support to the United States Army Corps of Engineers for the Preservation of the Pool Created by of the New Savannah Bluff Lock and Dam at Current Levels and for the Repair and Rehabilitation of the Structure.
(Development Committee) (p. 101-102)

(To request the Army Corps of Engineers have a fully funded plan to repair and rehabilitate the New Savannah Bluff Lock and Dam while preserving the current level of the pool that was created by the structure.)
13. Proposed Resolution to Authorize the County Administrator to Request of the South Carolina Department of Transportation the Closure of Certain State-maintained Roadways to Accommodate the IRONMAN 70.3 Augusta Triathlon Event on September 24, 2017.
(Judicial and Public Safety Committee) (p. 103-112)

(To authorize the County Administrator to request that the South Carolina Department of Transportation close certain roads in Aiken County for the participants to run in the IRONMAN 70.3 Augusta Triathlon Event.)

14. Proposed Resolution to Authorize the Council Chairman to Enter into an Agreement with J D Gaskins Construction, Inc. for an Isolation Pod at the Aiken County Animal Shelter. (Judicial and Public Safety Committee) (p. 113-115)

(To enter into a contract with J D Gaskins Construction to build an isolation pod at the Aiken County Animal Shelter with grant money from the Friends of the Aiken County Animal Shelter.)

15. Proposed Resolution to Authorize the Council Chairman to Execute a Renewal Agreement with Aiken Technical College for the Provision of a School Resource Officer from the Aiken County Sheriff's Office. (Judicial and Public Safety Committee) (p. 116)

(To renew an agreement with Aiken Technical College to place an Aiken County Sheriff's Deputy at the Aiken Technical College Campus as a school resource officer.)

16. Proposed Resolution to Authorize the Council Chairman to Enter into a Contract with Trinity Services Group, Inc. for Inmate Food Service. (Judicial and Public Safety Committee) (p. 117-119)

(To authorize the Chairman to sign an agreement with Trinity Services Group, Inc. for Inmate Food Service.)

17. Proposed Resolution to Authorize the Council Chairman to Execute a Contract with the Tri-Development Center of Aiken County, Inc. for Grounds Maintenance at County Owned/Leased Facilities. (Administrative Committee) (p. 120-125)

(To renew a contract with Tri-Development Center of Aiken County, Inc. for grounds maintenance at County owned/leased facilities.)

18. Proposed Resolution to Provide for Designation of a Temporary Chairperson to Serve When Needed Due to the Unexpected Inability of the Chairperson to Attend a Meeting of Council. (County Council) (p. 126)

(To designate a Councilperson to serve as Temporary Chairperson if the one currently serving as Chairperson is unable to attend a meeting of Council.)

II. CONSENT AGENDA ORDINANCES FOR FIRST READING

(J) INTRODUCTION OF ORDINANCES FOR FIRST READING

1. Proposed Ordinance Amending Section 16-2(b)(23) of the Aiken County Code of Ordinances (Code) to Limit the Hours of Aiken County Unstaffed Parks, Amending Code Section 16-2 to Provide Penalties for Violation of Code Section 16-2(b)(23), and Amending Article I, Chapter 16 of the Code By Adding Section 16-____ to Prohibit Loitering in Aiken County Parks and Providing Penalties Therefore. (First Reading) (Title Only)

(K) NEW BUSINESS

1. Request Approval of a Proposed Amendment to the Aiken County Official Zoning and Development District Atlas to rezone Tax Parcel 010-06-01-009 (approximately 15 acres) located along Edgefield Road (US-25), North Augusta, SC in Council District 5 from RD to LD. (p. 127-134)

- a. Proposed Ordinance to Approve a Proposed Amendment to the Aiken County Official Zoning and Development District Atlas to rezone Tax Parcel 010-06-01-009 (approximately 15 acres) located along Edgefield Road (US-25), North Augusta, SC in Council District 5 from RD to LD. (County Council) (First Reading)

(To approve First Reading of the Proposed Amendment to rezone the tax parcel from RD (Residential Multi-Family Development) to LD (Limited Development).)

or

- b. Proposed Resolution to Disapprove a Proposed Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone Tax Parcel 010-06-01-009 (approximately 15 acres) located along Edgefield Road (US-25), North Augusta, SC in Council District 5 from RD to LD.

(To disapprove the Proposed Amendment to rezone the tax parcel and it will remain as RD (Residential Multi-Family Development).)

2. Proposed Ordinance Authorizing the Conveyance of Certain Real Property, located on Bristol Pass (Road # C-2659), Trolley Run Station, Phase II from Aiken County, South Carolina to Tony M. Bell and Cynthia M. Bell and Other Matters Related Thereto. (Development Committee) (First Reading) (p. 135-137)

(To convey a strip of land to the Bells, who own the land adjacent to the strip of land had have been maintaining it since July 2015.)

(L) PUBLIC PRESENTATIONS

(M) ITEMS FOR INFORMATION AND THE PUBLIC RECORD

1. Fiscal Year 2017 Aiken County Contingency Report as of June 7, 2017. (p. 138-140)

(N) INFORMAL MEETING OF WHOLE

- (O) EXECUTIVE SESSION (If motion for executive session is made and passes. Such motions also may be made at other times during the meeting.)

(P) ITEMS REQUIRING ACTION FOLLOWING EXECUTIVE SESSION

(Q) ADJOURNMENT

Sponsor(s) : County Council
 First Reading : May 2, 2017
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : June 6, 2017
 Public Hearing : June 6, 2017
 Third Reading :
 Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Establish Operating, Capital and Debt Service Budgets for Aiken County, South Carolina for the Fiscal Year July 1, 2017 Through June 30, 2018; to Provide for the Levy of Taxes for County Operations, Capital and Debt Service; to Provide for All Other Estimated Revenues and for the Appropriation Thereof; and to Provide for Other Matters Related Thereto.)

WHEREAS:

1. The Aiken County Council, pursuant to state statutes, has the authority to prepare an annual budget for all Departments and Agencies of the County Government; and
2. The annual County budget shall be based upon estimated revenues, and shall provide appropriations for County operations and debt service for all County Departments and Agencies; and
3. Pursuant to state statutes, total funds appropriated in Fiscal Year 2017 – 2018 for the above purposes shall not exceed estimated revenues and funds available for expenditure in Fiscal Year 2017 – 2018.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

Section 1. The Fiscal Year 2017 – 2018 County Budget for Aiken County, South Carolina, a copy of which is attached hereto and incorporated herein by way of reference, is hereby adopted together with the following provisions of this Ordinance.

Section 2. To meet the appropriations provided by this ordinance, the Aiken County Auditor is hereby authorized and directed to levy upon taxable property in Aiken County, South Carolina ad valorem taxes necessary to meet all budget requirements, except as provided for by other revenue sources for County operations and debt service for the operation of the County government for the fiscal year beginning July 1, 2017 and ending June 30, 2018. The County Treasurer is hereby directed to collect said ad valorem taxes, and all other revenues which may accrue to Aiken County from all sources, pursuant to law, during Fiscal Year 2017 – 2018. The County Auditor is directed to print on all tax notices the tax millage breakdown between the County and School taxes.

Section 3. The County Auditor is hereby authorized and directed to also levy ad valorem taxes on all industrial real and personal property taxed for public school purposes necessary to meet all budget requirements in this Ordinance for Aiken Technical College and for the University of South Carolina at Aiken.

Section 4. Revenues and Appropriations for FY 2017 – 2018 for County operations, University of South Carolina Aiken, and Aiken Technical College are approved as listed below:

General Fund:

Revenue:

Property Taxes	\$\$32,772,606
Taxes – Personal	4,600,000
Penalties and Interest	261,000
Intergovernmental Revenue	12,454,146

Licenses, Permits & Registrations	811,300
Fees & Fines	4,010,215
Sale and Services	5,850,769
Miscellaneous Revenue	643,877
Payments	<u>4,888,422</u>
Total General Fund Revenue	\$66,292,335

Expenses:

County Council	\$453,738
Legislative Delegation	56,550
Magistrates	2,296,839
County Administrator	4,079,975
Registration/Elections Commission	474,303
Finance	3,416,097
Treasurer	621,038
Auditor	645,177
Assessor	1,511,140
Information Technology	3,429,135
Tax Collector	597,629
Sheriff	13,629,786
Emergency Services	5,765,635
Detention Center	6,065,172
Registrar of Mesne Conveyance	483,797
Probate Court	965,259
Clerk of Court	2,394,508
Master-In-Equity	251,936
Coroner	585,206
Public Defender	859,349
Solicitor	1,729,627
Public Works	1,121,183
Building Maintenance	4,145,014
Engineering	1,145,480
Procurement	257,040
Code Enforcement	1,991,956
Aiken County Department of Social Services	385,500
Veterans Affairs	190,591
Lower Savannah Council of Governments	198,199
Economic Development Partnership	230,000
Alcohol and Drug Abuse Commission	243,300
Helping Hands	37,500
Clemson Extension	4,000
Aiken County School District	1,167,066
Golden Harvest Food Bank	5,000
USCA Small Business Development	12,000
Cumbee Center	38,000
Aiken County Help Line (211)	60,000
Parks, Recreation & Tourism	842,541
Historical Commission	171,664
ABBE Regional Library	2,439,257
Soil & Water Conservation	42,858
Planning & Development	959,820
County Attorney	<u>292,470</u>

Total General Fund Expenses \$66,292,335

Other Funds

Solicitor's Funds

Expenses

Revenue

Fund 101	\$251,274	\$251,274
Fund 102	1,846,740	1,846,740
Public Defender Funds (110)	632,859	632,859
Trust Funds		
Fund 201 – Mattie C Hall		
Fund 203 – Aiken Cottage		
Clerk of Court (Fund 303)	250,000	250,000
Clerk of Court (Fund 401)	60,000	60,000
E-911	1,258,048	1,258,048
Public Service Authority	8,014,460	8,014,460
Solid Waste Fund (Public Works)	6,060,977	6,060,977
“C” Funds	2,266,008	2,266,008
State Reimbursement		
Road Maintenance Fund (Public Works)	3,910,632	3,910,632
Tire Disposal Fee	50,000	50,000
Sales Tax Referendum		
Sales Tax 2	6,436,197	6,436,197
Sales Tax 3	22,428,210	22,428,210
Capital Purchases	300,000	300,000
Stormwater Drainage	1,599,997	1,599,997
Sage Mill Industrial Park	81,300	81,300
Fee-in-Lieu of Taxes	10,555,500	10,555,500
Debt Service	3,216,373	3,216,373
USCA – GOB	180,502	180,502
SRF Loan Plant Upgrade	42,172,376	42,172,376
\$28,560,000 GOB 2012		
Grants	1,180,028	1,180,028
Accommodation Taxes	202,546	202,546
Parks	221,157	221,157
Wellness Committee	1,000	1,000
Insurance Claims	1,050,000	1,050,000
Aiken Technical College	1,896,119	1,896,119
Research Campus	2,866,962	2,866,962
Vendor Contracts – Magistrates	73,196	73,196
Local Accommodations Tax	175,000	175,000
Mattie C Hall Sale	1,350,000	1,350,000
Other OPEB Fund (714)		
Total Other Funds	\$120,586,461	\$120,586,461
Grand Total All Funds	\$186,879,796	\$186,879,796

Section 5. Appropriation and expenditures of the funds outlined in Section 4 above shall be by object category in the County’s central accounting system as listed below:

Personnel Services	10-00
Supplies	20-00
Maintenance	30-00
Services and Charges	40-00
Fees and Contracts	50-00
Bonded Indebtedness	60-00
Miscellaneous Costs	70-00
Reserves and Revolving Accounts	80-00
Capital Outlay	90-00

Generally, transfers between object categories are authorized unless restricted herein, or elsewhere by ordinance or administrative directive.

Budget transfers involving the Personnel Services object categories of a Department's Budget must be requested in writing by the supervising department head, and approved in writing by the County Administrator or his designee. Transfers out of Personnel Services object categories are prohibited except for pooled payments for health insurance, taxes, worker compensation, and similar purposes, or personnel position reassignments for efficiency or emergencies as authorized by the County Administrator. Transfers out of the Road Maintenance Fund are prohibited, except as approved herein for interest and indirect cost payments. Departments are authorized to transfer funds within operating accounts with the approval of the County Administrator.

All advances supported by General Fund assets to or on behalf of all Other Funds except grants, and not repaid within 30 calendar days shall be repaid from Other Funds with interest payable from the 11th workday through the date the cash repayment is deposited in the General Fund Account. Interest payable shall be computed at the South Carolina State Local Government Investment Pool annual percentage rate (APR). The Treasurer is authorized and directed to collect the interest payments (LGIP percent rate) for all transfers from funds reimbursing General Fund advances, prepayments, and/or loans or advances at the time the base amount is repaid.

Section 6. The compensation paid to the Members and the Chairman of the County Council shall be paid in annual, semi-annual, or bi-weekly payments. Each member shall advise the County Administrator in writing of the payment schedule they elect in July 2016, if said member desires a change in his method of compensation from the method previously selected. Councilmembers whose terms expire during the fiscal year are eligible for semi-annual or bi-weekly payments only. The provisions of this Section are subject to the provisions of Aiken County Code Section 2-24(a), as amended.

Section 7. A not-to-exceed amount of \$400,000 is hereby appropriated for the County employee Holiday pay program.

Section 8. The Public Works Director and the Public Service Authority Director are hereby authorized to purchase used vehicles, and law enforcement/public works/utility equipment from scheduled surplus equipment sales sponsored by city, county, state and federal government agencies. The purchases shall be made only with funds allocated in the Public Works Department and Public Service Authority Budgets for surplus equipment purchase (Line Item 80-31), entitled "Surplus Property". Prior to acquisition, the County Administrator shall be advised in writing, with appropriate documentation, of all such purchases, including the price of each item purchased, the serial number and other equipment identifying information, and the intended County purposes. All such equipment and vehicles shall be titled to Aiken County, South Carolina, shall be added to the County's property inventory records, and shall be maintained at the County Equipment Maintenance Facility. The Director of Public Works is also authorized to make the initial one-time repairs out of this account which are required to make the equipment purchased under this section operable.

These same procedures and requirements, except for prior notification to the County Administrator, shall also apply to any equipment or vehicles purchased from revenues in the Sheriff's Vice and Drug Funds. All vehicles purchased under the provisions of this section shall be replacement equipment except when authorized as additions to the fleet, based upon resolutions, adopted by County Council.

Section 9. Notwithstanding any other provisions of this ordinance, all unexpended balances from previous appropriations of state and federal grant funds, FY 2017 State Accommodations Tax Funds not committed to the County General Fund and capital improvement or special project appropriations outstanding as of June 30, 2017, are hereby reauthorized for the same purposes as part of the budget for Fiscal Year 2017 – 2018. All funds initially budgeted for grants, which are not approved, shall be withdrawn unless reappropriated by County Council ordinance for other purposes. All grants are to be budgeted and accounted for in a special revenue fund, and local match transfers will be completed by the Finance Department.

All State Accommodations Tax Funds received by Aiken County shall be deposited in the Accommodations Tax Fund, and no transfers shall be made to the General Fund.

The Local 3% Accommodations Tax will be distributed as follows:

Hollow Creek Fire Department (Multi-Purpose Building)	\$13,800
North Augusta PRT (Bleachers)	\$9,500
Aiken Electric Cooperative (Race Equipment)	\$2,900
Beech Island Historical Society (Completion of Country Store)	13,800
Olde Towne Preservation Association of North Augusta (Indian Traders House)	\$10,000

The expenditures of funds for grant programs included in this budget shall not be authorized unless evidence that the respective grants have been approved by the grantor agency is provided to the County Administrator, and the grant has been accepted and funded by proper action of the County Council. In all cases, total program expenditures shall be limited to the lesser of the total grant award(s), or the amount(s) designated in the budget approved by County Council. Upon the adoption of an appropriate resolution by County Council, the Finance Director is hereby authorized to make any necessary adjustments to both budgeted revenues and/or budgeted expenditures of any approved grant project or fund. All unexpended balances outstanding in any grant program as of June 30, 2017 are hereby reauthorized for the same purposes in the Fiscal 2017-2018 budget.

Section 10. All employees will be paid on a unified pay scale, with the exception of elected officials and officials appointed by an authority outside of County government, who are not required to report their work time.

Departments which overspend their straight-line spending levels for two consecutive months shall have sufficient personnel in their department removed from the County payroll to fully offset, prior to June 30, 2018, the impending overrun.

Section 11. When an employee who has accrued compensatory time leaves County employment, he shall be paid from regular departmental salary funds for such accrued compensatory time as is authorized by the applicable County ordinances and personnel policies. The position the employee is vacating shall be frozen until the amount of money to be paid for the accrued time of the terminating employee has been paid out of the budgeted funds in that department. Neither accrued time nor any other forms of leave may be used in conjunction with worker compensation benefits. In no event shall the aggregate total of compensation and annual leave payments at termination or resignation exceed the maximum legally accruable total of compensatory time or allowed by County policies.

Section 12. Personnel actions involving salary adjustments shall be effective the first day of the first pay period following approval by either the County Administrator or his designee. Paychecks may be released up to one day early upon approval by the County Administrator.

Section 13. All expenditures involving Professional Development, Schools and Certifications, and associated mileage require the authorization of the applicant's department head, elected official or his designee prior to the actual event. The department head or elected official must ensure that the amounts reimbursed are within the guidelines of the Aiken County Code of Ordinances and personnel policies. In addition, the amounts reimbursed for the above categories must be consistent for all employees. Department heads and elected officials are prohibited from mandating official travel that may not be reimbursed in accordance with the Aiken County Code of Ordinances or County policies. Once the department head or elected official has reviewed and approved the request for authorization it must be forwarded to the County Finance Department for processing with all backup needed to verify costs, mileage and travel dates. In the event the request is incomplete in any manner, the Finance Department will return the request to the department without action. All reconciliations must have original receipts attached for reimbursement except for per diem and mileage allowances. Failure to obtain prior authorization from the department head or elected official and issuance of purchase orders in advance shall relieve the County of any liability for reimbursing costs and the travel will be considered personal business. Out of County travel at no expense to the County must be authorized by the department head or elected official in writing in advance. In those instances where travel or training will be paid to an individual by a non-County entity, no advanced monies shall be authorized or compensated.

Section 14. The reimbursement rate for all authorized, official County travel requiring the use of a personal vehicle shall be reimbursed at the prevailing rate authorized by the State of South Carolina for State employees. No advance mileage or per diem payments are authorized. All mileage reimbursements for FY 2017 shall be

submitted by July 31, 2017. No previous fiscal year mileage expenses will be reimbursed after that date. All mileage reimbursement shall be supported by such information as is required by the Finance Department.

Per diem allowances are hereby established at the following rates:

For daytime out-of-county, in-state travel, when lodging is not required, subsistence or reimbursement for meals shall not exceed the following rates and time frames:

- a. Breakfast - six dollars (\$6.00). (Employee is required to leave for official travel/work before 6:30 a.m.)
- b. Lunch - six dollars (\$6.00). (Continuous official travel/work out of county between 11:00 a.m. and 1:30 p.m.)
- c. Dinner - thirteen dollars (\$13.00). (Continuous travel/work until after 6:30 p.m.)

For daytime out of state travel, when lodging is not required, subsistence or reimbursement for meals shall not exceed the following rates based on the time frames listed above for in-state travel:

- a. Seven dollars (\$7.00) for breakfast;
- b. Seven dollars (\$7.00) for lunch; and
- c. Sixteen dollars (\$16.00) for dinner

For official county travel when lodging is required, lodging expenses shall be at the single-room rate.

Attendance at conferences/seminars, County Council approved programs or projects, training required for state or federally/mandated employee certification, and other mandatory job-related training is not authorized at County expense unless approved by the appropriate department head or elected official and authorized by purchase order in advance.

A uniform allowance, at the rate of \$25.00 per month paid to Sheriff's Office Investigators, to Investigators in the Solicitor's Office, and to the County Coroner and Deputy Coroner, is authorized where budgeted for FY 2018.

A tool maintenance allowance of \$100 per year shall be paid to those employees required by department policy to provide their own tools in support of their duties.

Section 15. Fees and Charges. Fees and charges previously adopted by County Council that are still in effect based on the records maintained by the Office of the County Administrator are hereby re-enacted for Fiscal Year 2017-2018. The following new, revised and updated fees and charges are hereby enacted.

Storm Water Fee (Unincorporated Area Only):

Residence Unit	\$16/unit
Commercial & Agricultural	\$16/improved parcel
Commercial Parcel Greater than one (1) Acre	Improved sf area x 2 for any <u>improved parking area x \$16</u> ERU
Industrial	Improved sf area x 2 for any <u>improved parking area x \$16</u> ERU

ERU = Equivalent Residential Unit (1,462 sf)

Emergency Medical Services Fees:

<u>ALS1 Emergent</u>	<u>\$500</u>
<u>ALS1 Non-Emergent</u>	<u>\$325</u>
<u>ALS2</u>	<u>\$800</u>
<u>BLS Emergent</u>	<u>\$425</u>
<u>BLS Non-Emergent</u>	<u>\$275</u>

Paramedic Intercept	\$100
Specialty Care Transport	\$825
Treatment-No Transport	\$100

Hazardous Materials (HAZMAT) Team Fees:

Response Fee	\$1,000
Technician Trained Personnel	\$50/hour
Operation Trained Personnel	\$25/hour
Supplies	Actual Cost Incurred

Fire Protection Service Fees:

Beech Island Fire District

Residential and Commercial Real Property:

\$0 to \$40,000	\$38
\$40,000 to \$80,000	\$66
\$80,000 to \$120,000	\$104
\$120,000 to \$160,000	\$128
\$160,000 to \$200,000	\$158
\$200,000 to \$240,000	\$188
\$240,000 to \$300,000	\$208
\$300,000 and Up	\$250

Unimproved property \$20 per 500 acres with a cap of \$60

Industrial:

Kimberly Clark Corporation	\$8,000
PACTIV Corporation	\$5,000
South Carolina Electric and Gas Company	\$5,000

Belvedere Fire District

Residential Real Property:

In District:

\$1 - \$20,000	\$20
\$20,001 - \$40,000	\$40 \$30
\$40,001 & Up	\$.75 per thousand

Mobile Homes

1 mobile home	no additional charge
2 or more mobile homes	additional \$25.00 per home

Outside District (Contract):

Based on total assessed value of property \$.80 per thousand

Non Member/Non-Contract: (includes vehicle accidents and fires)

First hour or fraction thereof	\$500
Each additional hour or fraction thereof	\$200
Plus costs	

Center Fire District

Single family dwelling or living unit	\$45
Family living unit per duplex	\$45
Family living unit per multi-family dwellings/residence on same lot	\$45 \$50 per residence
Small commercial (under 2,500 sq ft)	\$250 \$500
Large commercial (2,500 sq ft or larger)	\$750 \$1000
Industrial	\$2,000 \$5000
Business handling radioactive material or waste	\$5,000

Couchton Fire District

Residential Real Property:

Up to \$10,000	\$42 \$47
\$10,001 – \$40,000	\$48 \$53
\$40,001 – \$70,000	\$61 \$67
\$70,001 – \$100,000	\$79 \$77
\$100,001 – \$130,000	\$97 \$106
\$130,001 – \$160,000	\$110 \$121
\$160,001 – \$190,000	\$126 \$138
\$190,001 – \$220,000	\$145 \$160
\$220,001 – \$250,000	\$166 \$182
\$250,001 – \$280,000	\$189 \$208
\$280,001 – \$310,000	\$215 \$236
\$310,001 – \$340,000	\$242 \$266
\$340,001 – \$370,000	\$263 \$289
\$370,001 – \$400,000	\$289 \$308
\$400,001 – \$430,000	\$315 \$347
\$430,001 – \$460,000	\$341 \$375
\$460,001 – \$490,000	\$368 \$405
\$490,001 – \$520,000	\$394 \$429
\$520,001 – \$550,000	\$420 \$462
\$550,001 – \$580,000	\$446 \$491
\$580,001 – \$610,000	\$473 \$520
\$610,001 – \$640,000	\$499 \$550
\$640,001 – \$670,000	\$525 \$575
\$670,001 – \$700,000	\$551 \$606
\$700,001 – \$730,000	\$578 \$636
\$730,001 – Up	\$604 \$664
Unimproved land	\$20 \$25 per 500 acres
Small commercial (under 2,000 sq ft)	\$200 \$225
Large commercial (over 2,000 sq ft)	\$500 \$550
Small industrial (less than 2,000 sq ft)	\$200 \$250
Large Industrial (greater than 2,000 sq ft)	\$1,000
Hazmat load	\$500
Non subscriber fee	\$1,000
Vehicle fire	\$250 up to \$500
Special incident response (Foam, supplies, fuel, damaged equipment, equipment time, etc)	\$500 plus cost
Improved property response	Up to \$2,000
Motor vehicle accident response	Up to \$500 plus cost

Eureka Fire District

Residential:

Single family dwelling or living unit	\$40
Family living unit per duplex	\$40
Family living unit per multi-family residence	\$40
Commercial	
Small commercial (under 2,500 sq ft)	\$250
Large commercial (2,500 sq ft or larger)	\$750
Industrial	\$750
Business handling radioactive material or waste	\$5,000
Open or undeveloped land	
1 to 50 acres	\$25
51 to 75 acres	\$35
76 to 100 acres	\$45

101 and up acres	\$55
Non Member (vehicle accidents)	\$500 each call

Graniteville/Warrenville/Vaucluse Fire District

Residential:	\$40
Multi Family Dwellings:	
Single Story Units	\$40 per unit
Multi Story Units	\$55 per unit
Undeveloped lot parcels in subdivisions	\$40 per lot
Commercial	<u>Individually assessed</u>
Small	\$100
Medium	\$150
Large	\$200 – \$2,000
Industrial	Individually assessed

Hollow Creek Fire District

Residential	\$40
Commercial	\$55
Industrial	\$80
Timber tracts with no dwellings	\$.40 per acre
Per Chicken House(s)	\$30
Non-subscribers (tractor trailers, etc.):	
Hazard condition	\$1,500
Truck per hour	\$300
Manpower per hour	\$75
Auto extrication	An additional \$250 plus cost
Non-subscriber structure fires	\$Up to \$2,000 plus cost *
Non-subscriber vehicle fire	\$500 *
Special responses	\$500 plus cost *
Non-subscriber wrecks not including tractor trailers	\$250 per vehicle plus cost *
*(Medical supplies, foam, fuel, damage equipment, etc)	

Jackson Fire District

Residential Real Property:	
\$0 to \$40,000	\$35
\$40,000 to \$80,000	\$60
\$80,000 to \$120,000	\$85
\$120,000 and up	\$110
Commercial:	
Small commercial/small business (unmanned facilities or less than 20 employees, hazardous materials on site)	\$500
Large commercial (24 hr operation or over 20 employees, hazardous materials on site)	\$1,000
Agricultural Buildings	\$50
Undeveloped land	\$15 per 500 acres with a cap of \$60
Delinquent non-resident incident response:	
Structure fire	Up to \$2,000 plus any special cost incurred
Vehicle fire	Up to \$500 plus any special cost incurred
Motor Vehicle Accident:	
Without extrication or hazmat involved	\$250
With hazmat involved	\$250 plus material cost plus \$75 per hour per apparatus and crew

Extrication required	\$500
With tractor/trailer involved	\$1,000 plus material cost plus \$75 per hour per apparatus and crew

Langley Fire District

Residential Real Property:

\$0 - \$40,000	\$50
\$40,001 - \$80,000	\$65
\$80,001 - \$120,000	\$80
\$120,001 - \$170,000	\$100
\$170,001 - \$225,000	\$125
\$225,001 & Up	\$150
Small Commercial (no hazmat) up to 2000 sq ft	\$100
Small Commercial (with hazmat) up to 2000 sq ft	\$150
Medium Commercial (no hazmat) 2001 to 4000 sq ft	\$175
Medium Commercial (with hazmat) 2001 to 4000 sq ft	\$250
Large Commercial (no hazmat) 4001 and above	\$1,000
Large Commercial (with hazmat) 4001 and above	\$1,250
Industrial	\$3,000
Service Stations	\$200
Unimproved Land	
Under an acre to 50 acres	\$30
Over 50 acres	\$30 up to 50 acres + \$.50 per acre after 50 acres
Subdivided Intent Land (Developer)/per lot	\$30
Non subscriber structure per apparatus on scene	\$1,000
Non subscriber vehicle	\$250
Auto Extrication	\$150
Non subscriber special response	\$500 plus cost of foam, supplies, fuel, damaged equipment
Business not covered above	Individually assessed

Midland Valley Fire District

Residential:

Single family dwelling or living unit	\$55
Family living unit per duplex	\$55
Family unit per multi-family residence	\$55
Small business (low hazard, up to 2,500 sq ft)	\$165
Medium business (moderate hazard, up to 5,000 sq ft)	\$220
Special hazard business (special hazards, up to 5,000 sq ft)	\$275
Service station	\$220
Motels	\$330
Businesses not covered above	Individually assessed
Vehicle accident/fire (up to 4 tires)	\$220
Vehicle accident/fire (over 4 tires)	\$550
Nuisance alarms	\$50 per occurrence after 6 alarms in one year's time

Monetta Fire District

Residential Real Property:

Fair Market Value up to \$29,999.99	\$60
Fair Market Value \$30,000 or more	\$60 + \$5 per \$15,000 over \$30,000

Unimproved land	\$.25 per acre, up to a max charge of \$25 per parcel
Commercial timber/forest land	\$.25 per acre with no cap
Commercial:	
No hazards	\$150
Light hazards	\$200
Medium hazards	\$400
Large hazards	\$750
Industrial	Individually assessed
Non-subscriber fee	\$2,000 plus cost
Vehicle fire	\$300 plus cost
Special incident response	\$500 plus cost
(Foam, supplies, fuel, damaged equipment, equipment time, etc)	
Per Truck (after 1 hour)	\$300 per hour
Manpower (after 1 hour)	\$100 per hour
Auto Extrication	\$250 in addition
Special equipment & supplies	To be determined
Medical supplies and other materials	Based on the fee schedule at the time of service
Motor vehicle accident response	\$500 plus cost

Montmorenci Fire District

Residential Real property:	
Less than \$15,000	\$54
\$15,001 - \$40,000	\$59
\$40,001 - \$60,000	\$70
\$60,001 - \$90,000	\$92
\$90,000 - 120,000	\$108
\$120,001 - \$150,000	\$124
\$150,001 - \$190,000	\$146
\$190,001 - \$230,000	\$168
\$230,001 - \$270,000	\$195
\$270,001 - \$310,000	\$216
\$310,001 - \$350,000	\$243
\$350,001 - \$390,000	\$265
\$390,001 - \$430,000	\$292
\$430,001 and above	\$313
Unimproved land regardless of acreage	\$33
Small commercial (under 2,500 sq ft)	\$151
Large commercial (2,501 sq ft or more)	\$270
Small industrial (under 5,000 sq ft and no significant amount of hazardous materials)	\$664
Large industrial (5,001 sq ft or more, or significant amounts of hazardous materials)	\$956
Hazmat incidents will be billed based on cost of mitigation.	

<u>Non Subscriber Fee</u>	<u>\$1000</u>
<u>Vehicle Fire</u>	<u>\$250 up to \$500</u>
<u>Special Incident Response</u>	<u>\$500 plus cost</u>
<u>Motor Vehicle Accident Response</u>	<u>up to \$500 plus cost</u>
<u>Auto Extrication</u>	<u>Additional \$250 plus cost</u>

New Ellenton Fire District

Residential Real Property: County	
\$0 - \$40,000	\$55
\$40,001 - \$80,000	\$70
\$80,001 - \$120,000	\$85

\$120,001 and over	\$100
Residential: City of New Ellenton	
All properties regardless of value	\$36
Commercial properties in the City of New Ellenton	
0 – 4,000 square feet	\$36
4,001 – 10,000 square feet	\$72
10,001 and above	\$100
All Hazmat properties inside New Ellenton City limits	\$150
Unimproved land regardless of acreage	\$40
Small commercial (up to 2,000 sq ft) (no hazmat)	\$100
Large commercial (over 2,000 sq ft) (no hazmat)	\$175
Commercial with hazmat	\$275
Industrial	\$575
Non-subscriber vehicle fires	\$200
Non-subscriber structure fires	\$1,000
Special responses (not including costs)	\$500
Hazmat special responses (not including costs)	\$1,000

New Holland Fire District

Real Property:	
Up to \$10,000	\$42
\$10,001 – \$40,000	\$48
\$40,001 – \$70,000	\$61
\$70,001 – \$100,000	\$79
\$100,001 – \$130,000	\$97
\$130,001 – \$160,000	\$110
\$160,001 – \$190,000	\$126
\$190,001 – \$220,000	\$145
\$220,001 – \$250,000	\$166
\$250,001 – \$280,000	\$189
\$280,001 – \$310,000	\$215
\$310,001 – \$340,000	\$242
\$340,001 – \$370,000	\$263
\$370,001 – \$400,000	\$289
\$400,001 – \$430,000	\$315
\$430,001 – \$460,000	\$341
\$460,001 – \$490,000	\$368
\$490,001 – \$520,000	\$394
\$520,001 – \$550,000	\$420
\$550,001 – \$580,000	\$446
\$580,001 – \$610,000	\$473
\$610,001 – \$640,000	\$499
\$640,001 – \$670,000	\$525
\$670,001 – \$700,000	\$551
\$700,001 – \$730,000	\$578
\$730,001 – Up	\$604
Unimproved land	\$20 per 500 acres
Special responses (unpaid residential, car fires, auto accidents, etc)	
Per truck	\$500
Per truck (after 1 hour)	\$300 per hour
Manpower (after 1 hour)	\$100 per hour
Auto extrication	\$250 in addition
Special equipment & supplies	To be determined
Medical supplies and other materials	Based on the fee schedule at the time of service

Salley Fire District

Single family dwelling or living unit	\$40
Family living unit per duplex	\$40
Family living unit per multi-family residence	\$40
Commercial	\$50 \$40
Industrial	\$50 \$40
Open land:	
0 – 100 acres	\$10
101 – up acres	\$15
Chicken House (each)	\$40

Sandy Ridge Fire District

Residential	<u>\$75</u>
\$0 – \$100,000	\$75
\$100,000 – \$200,000	\$85
\$200,000 – \$300,000	\$105
\$300,000 – Up	\$125
Commercial:	
Gas Station	\$250
Churches	\$250
Parsonages are based on residential value	
Nazarene Church Camp	\$250
Small Business	\$100
Chicken Farms	\$50 per house with \$300 max
Unimproved land	\$.25 per acre up to \$300 max
Non-subscriber response	\$250 plus cost of supplies
Semi-Trucks	\$300 plus cost of supplies
Additional Manpower	\$50 per hour per man
Hazmat	\$500 plus cost plus \$50 per man
	<u>hour</u>

Silver Bluff Fire District

Residential and Commercial:	
\$00,000 - \$50,000	\$85
\$50,001 - \$100,000	\$100
\$100,001 - \$150,000	\$115
\$150,001 - \$200,000	\$130
\$200,001 - \$250,000	\$145
\$250,001 - \$300,000	\$160
\$300,001 – \$350,000	\$175
\$350,001 - \$400,000	\$190
\$400,001 - \$450,000	\$205
\$450,001 - \$500,000	\$220
\$500,001 - \$750,000	\$235
\$750,001 - \$1,000,000	\$250
\$1,000,001 - \$1,250,000	\$265
\$1,250,001 - Up	\$280
Land:	
\$00,000 - \$150,000	\$20
\$150,001 - \$300,000	\$30
\$300,001 - \$450,000	\$40
\$450,001 - Up	\$50
Delinquent resident incident response:	
Structure fire	Up to \$2,000 plus any special cost incurred

Vehicle fire	Up to \$500 plus any special cost incurred
Brush fire	Up to \$500 plus any special cost incurred
Non-Resident incident response: Vehicle fire	Up to \$500 plus any special cost incurred
Motor Vehicle Accident: Without extrication or hazmat involved	\$250
With hazmat involved	\$250 plus material cost plus \$75 <u>per hour per apparatus and crew</u>
Extrication required	\$500
With tractor/trailer involved	\$1,000 plus material cost plus <u>\$1000 plus material cost plus \$75 per hour per apparatus and crew</u>

Wagener Fire District

Real Property:

Up to \$15,000	\$35
\$15,001 – \$30,000	\$40
\$30,001 – \$45,000	\$45
\$45,001 – \$60,000	\$50
\$60,001 – \$75,000	\$55
\$75,001 – \$90,000	\$60
\$90,001 – \$105,000	\$65
\$105,001 – \$120,000	\$70
\$120,001 – \$135,000	\$75
\$135,001 – \$150,000	\$80
\$150,001 – \$165,000	\$85
\$165,001 – \$180,000	\$90
\$180,001 – \$195,000	\$95
\$195,001 – \$210,000	\$100
\$210,001 – \$225,000	\$105
\$225,001 – \$240,000	\$110
\$240,001 – \$255,000	\$115
\$255,001 – \$270,000	\$120
\$270,001 – \$285,000	\$125
\$285,001 – \$300,000	\$130
\$300,001 – \$315,000	\$135
\$315,001 – \$330,000	\$140
\$330,001 – \$345,000	\$145
\$345,001 – \$360,000	\$150
\$360,001 – \$375,000	\$155
\$375,001 – \$390,000	\$160
\$390,001 – \$405,000	\$165
\$405,001 – \$420,000	\$170
\$420,001 – \$435,000	\$175
\$435,001 – \$450,000	\$180
\$450,001 – \$465,000	\$185
\$465,001 – \$480,000	\$190
\$480,001 – \$495,000	\$195
\$495,001 – \$510,000	\$200
\$510,001 – \$525,000	\$205
\$525,001 – \$540,000	\$210

\$540,001 – \$555,000	\$215
\$555,001 – \$570,000	\$220
\$570,001 – \$585,000	\$225
\$585,001 – \$600,000	\$230
\$600,001 – \$615,000	\$235
\$615,001 – \$630,000	\$240
\$630,001 – \$645,000	\$245
\$645,001 – \$660,000	\$250
\$660,001 – \$675,000	\$255
\$675,001 – \$690,000	\$260
\$690,001 – \$705,000	\$265
\$705,001 – \$720,000	\$270
\$720,001 – \$735,000	\$275
\$735,001 – \$750,000	\$280
\$750,001 – \$765,000	\$285
\$765,001 – \$780,000	\$290
\$780,001 – \$795,000	\$295
\$795,001 – \$810,000	\$300
\$810,001 – \$825,000	\$305
\$825,001 – \$840,000	\$310
\$840,001 – \$855,000	\$315
\$855,001 – \$870,000	\$320
\$870,001 – \$885,000	\$325
\$885,001 – \$900,000	\$330
Unimproved property (wooded/timber property without a structure)	\$.25 per acre, up to a max charge of \$15 per 200 acres. Minimum fee of \$2.50 per parcel
Small commercial (2,500 sq ft or less)	\$100
Large commercial (2,501 sq ft or more)	\$175
Small industrial (2,500 sq ft or less without hazmat loading)	\$100
Small industrial (2,500 sq ft or less with hazmat loading/bulk storage of solid, liquid or compressed gas hazardous material)	\$300
Large industrial (2,501 sq ft or more without hazmat loading)	\$300
Large industrial (2,501 sq ft or more with hazmat loading)	\$400
Delinquent non-resident incident response:	
Structure fire	Up to \$2,000 plus any special cost incurred
Vehicle fire	Up to \$500 plus any special cost incurred
Motor Vehicle Accident:	
Without extrication or hazmat involved	\$250
With hazmat involved	\$250 plus material cost plus \$75 per hour per apparatus and crew
Extrication required	\$500
With tractor/trailer involved	\$1,000 plus material cost plus \$75 per hour per apparatus and crew
Special incident not listed above, including but not limited to the following forms of technical rescue: high or low angle rope, trench Rescue, confined space, etc.	
Initial response	\$250 plus \$75 per hour per apparatus and crew plus material cost

Residential:	
\$0 - \$50,000	\$40 \$45
\$50,000 - \$150,000	\$50 \$55
\$150,000 - \$300,000	\$70 \$75
\$300,000 - \$500,000	\$80 \$85
Unimproved Land	\$10 \$15 per parcel
Commercial	\$100 \$125
Industrial	\$500
Hazmat Industrial	\$1,000
Wrecks	\$250
Extraction	\$500
Tractor Trailer	\$1000 plus \$75 per hour per apparatus and cost of material

Where a range of property values is listed above for fire protection service fees, it means the fair market value of the parcel, including improvements, as determined by the Aiken County Assessor.

All fire protection service fees received by the County for a fire protection service district shall be placed by the Treasurer in specific accounts or accounts to be used specifically and exclusively for defraying the cost of providing fire protection services in that respective fire protection service districts. The collection of such fees by the County is subject to the fire district entering into an agreement with the County, in a form and with contents acceptable to the County, relating to those services and fees.

All fees and charges are to be collected by the designated fire department or agency, with all revenues received being deposited with the County Treasurer in accordance with statutory and County Central Accounting procedures established by the national Governmental Accounting Standards Board and the Finance Department. Use of revenues to reimburse expenditure budget line items through deposit credits are prohibited, except for the purpose of correcting vendor transaction, refunds, and similar matters, as approved by the Finance Department.

Section 16. The Chief Executive Officers of Aiken Technical College and the University of South Carolina Aiken must submit a written warrant to the County Treasurer for the disbursement of taxes and penalties collected for the Special Assessment Funds established in this ordinance. The warrant shall be similar to the warrant that the General Fund, Aiken County Board of Education, and College Acres Public Works District use for like disbursements.

Section 17. The County Administrator is hereby authorized to transfer County Government functions and allocated appropriations within each fund among the various County divisions and departments in order to combine compatible employee positions and functions, eliminate duplicate work, and reduce the overall operating cost of the County Government.

Section 18. All monies appropriated for use in County Drug and Vice Funds shall be used only for the authorized purposes of those funds, and shall not be transferred by a department to other parts of its budget. Annual audits required for all Drug and Vice Funds shall be conducted by the County’s contracted independent external auditors.

Section 19. County assistance to community organizations, recreational groups, and other similar nonprofit organizations for “Special Public Works” projects utilizing Public Works Department equipment and personnel must be brought before Council and approved by majority vote in public. Any “Road Maintenance Fee” funded personnel, equipment, or commodities used for other than public County road maintenance must be reimbursed to the Road Maintenance Fund.

Section 20. All County-funded agencies shall receive their allocations by fiscal year quarterly allotments; no agency shall receive monthly payments. The quarterly allotments shall be paid on or about the 15th of the month following the end of the fiscal year quarter.

The University of South Carolina Aiken and Aiken Technical College shall receive their allocations on a schedule agreed to by the Aiken County Treasurer and the two institutions. All un-appropriated fund balance remaining in the Aiken Technical College account as identified in the most recently completed annual external audit is hereby appropriated to Aiken Technical College and the Aiken County Treasurer is hereby authorized to provide those funds. However, only the amount appropriated for the University of South Carolina Aiken by this ordinance shall be distributed and cannot be exceeded without an amendment to this ordinance as adopted by Aiken County Council.

Section 21. Notwithstanding any other provisions of this ordinance, all unexpended balances from appropriations of the Fiscal Year 2016-2017 budget amendment provided for in Ordinance No. 16-12-23 outstanding as of June 30, 2017, are hereby reauthorized for the same purposes as part of the budget for Fiscal Year 2017-2018.

Section 22. The basic sewer treatment rate for the Aiken County Public Service Authority for operations and maintenance (**O&M**) will remain a volumetric rate and shall be set at \$1.35/1,000 gallons for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018. **Debt Service** is based on the individual customer's allocated percentage of reserve capacity and for FY 2018 shall be set at \$473,478. The **Depreciation Fund** is based on the individual customers' allocated percentage of reserve capacity. The amount for FY 2018 shall be set at \$95,319. The rate for contribution to the **Current Capital Component** is calculated as an allocated percentage of reserve capacity for FY 2018. The amount set for FY 2018 is \$236,534. The fee rate for commercial scavenger waste for FY 2018 shall be \$75/1,000 gallons plus applicable surcharges. The fee rate for septic tank waste for FY 2018 shall be \$26/load (up to 1,000 gallons).

Section 23. The Board of Commissioners of the College Acres Public Works District is authorized to establish a tax levy for the operation of the College Acres Public Works District, a Special Purpose District established under State statute. This levy shall be collected on County tax bills for property in this tax district by the County Treasurer.

Section 24. All expenditures from the County Council Contingency Fund shall be approved by unanimous vote of Council. A councilmember whose term of office expires during the current budget year may spend no more than 50% of the total annual Contingency Fund Allocation for his/her district.

Section 25. The amount of \$50,000 is hereby appropriated in the Administrator's Contingency Fund for the transport of deceased persons for the Coroner's Office. These funds shall be used to pay for such services provided by the contractor approved by County Council for these services pursuant to the County's procurement ordinance. Invoices for such services may be reviewed by the Coroner's Office and shall be submitted to the County Procurement Office for review, approval and payment.

Section 26. The Clerk of Court receives Title IV-D Incentive money from the State of South Carolina that is required by state code to be spent for specific purposes at the discretion of the Clerk of Court. These funds are budgeted in Fund 401. Due to the provisions of these funds, the Clerk of Court may adjust this budget during the fiscal year without an amendment by County Council in order to spend any and all funds collected under Title IV-D incentives.

Section 27: Fee-in-Lieu-of-Taxes (FILOT) revenue collected from industries located within Multi-County Industrial Parks (MCIP) shall be divided between the jurisdictions having taxing authority for the location of the park in the following manner. Fees are based on a negotiated, combined millage levy of the Aiken County Public School District and Aiken County. Aiken County Public Schools shall receive sixty percent (60%) of the combined levy and Aiken County will receive forty percent (40%) of the combined levy. This distribution will be based on the net revenue received after Aiken County has recovered expenses for the development, operation and administration of the MCIP, expenses incurred as a part of any incentive agreements with the companies located within the MCIP and any other appropriate expenses associated with the project. If the industry is located within the corporate limits of a municipality with an associated property tax, the municipality will receive the fee revenue generated by the negotiated millage in the fee agreement, less a proportionate share of any expenses incurred by the County based on an agreement with the municipality.

Section 28. The Aiken County Code of Ordinances shall be amended to include appropriate sections of this ordinance.

Section 29. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.

Section 30. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are declared severable.

This Ordinance shall become effective on July 1, 2017.

Adopted at the regular meeting of Aiken County Council on June 20, 2017.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

REVIEWED BY: _____
James Holly, County Attorney

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

Sponsor(s) : County Council
First Reading : May 16, 2017
Second Reading : June 6, 2017
Public Hearing : May 16, 2017
Third Reading : June 20, 2017
Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Approve a Proposed Amendment to the Aiken County Official Zoning and Development District Atlas to rezone 9 Tax Parcels (approximately 73.66 acres) located along Old Jackson Highway (S-5), Sheraton Drive (S-1463), Edwards Loop (C-242), and Williams Way (P-491), Beech Island, SC in Council District 3 from RUD to RD.)

WHEREAS:

1. An application has been filed which proposed an amendment to the Aiken County Zoning and Development District Atlas to rezone 9 tax parcels (approximately 73.66 acres) located along Old Jackson Highway (S-5), Sheraton Drive (S-1463), Edwards Loop (C-242), and Williams Way (P-491), Beech Island, SC in Council District 3 from RUD to RD; and
2. The Aiken County Planning Commission, at its meeting on April 20, 2017, reviewed said application and adopted by unanimous vote a motion to recommend that the County Council approve said application; and
3. At its meeting on May 16, 2017, the Aiken County Council held a public hearing on the proposed amendment, said hearing having been duly publicized in a newspaper in general circulation in Aiken County (and the affected property having been duly posted by sign) in accordance with Section 10.8 of the Land Management Ordinance of the Aiken County Code of Ordinances; and
4. The Aiken County Council desires to act on said application.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. The proposed amendment to the Aiken County Official Zoning and Development District Atlas to rezone 9 tax parcels (approximately 73.66 acres) located along Old Jackson Highway (S-5), Sheraton Drive (S-1463), Edwards Loop (C-242), and Williams Way (P-491), Beech Island, SC in Council District 3 from RUD to RD is hereby approved by Aiken County Council.
2. The Aiken County Planning & Development Department is hereby directed to notify the applicant and the Aiken County Planning Commission of this action by County Council, and to amend appropriately the Aiken County Official Zoning and Development District Atlas.
3. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.
4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

(SIGNATURE PAGE TO FOLLOW)

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

REVIEWED BY: _____
County Attorney

IMPACT STATEMENT:

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

**REPORT FROM AIKEN COUNTY PLANNING COMMISSION
TO THE AIKEN COUNTY COUNCIL
CONCERNING A PROPOSED MAP OR TEXT AMENDMENT**

Date: April 21, 2017

Proposed Amendment: To amend the Aiken County Official Zoning and Development District Atlas to rezone 9 tax parcels (approximately 73.66 acres) located along Old Jackson Highway (S-5), Sheraton Drive (S-1463), Edwards Loop (C-242), and Williams Way (P-491), Beech Island, SC in Council District 3 from RUD to RD.

Planning Commission Findings: The applicant's request to rezone the property to RD would allow the creation of lots 65 feet in width and eliminate uses incompatible with residential uses. At the public hearing before the Planning Commission, the applicant's representative spoke in favor of the rezoning and four members of the audience had questions about the type of housing being proposed. The Planning Commission chair informed the audience that at this time the Commission was only considering the rezoning of the property not a subdivision plat.

Planning Commission Vote and Findings: The Aiken County Planning Commission adopted a motion by UNANIMOUS vote at their meeting held on April 20, 2017 to recommend that the County Council APPROVE the proposed RD rezoning because it was an up zoning and prevented uses incompatible with residential.

Additional comments: None

Attachments: Application, Location Maps

Report submitted by:



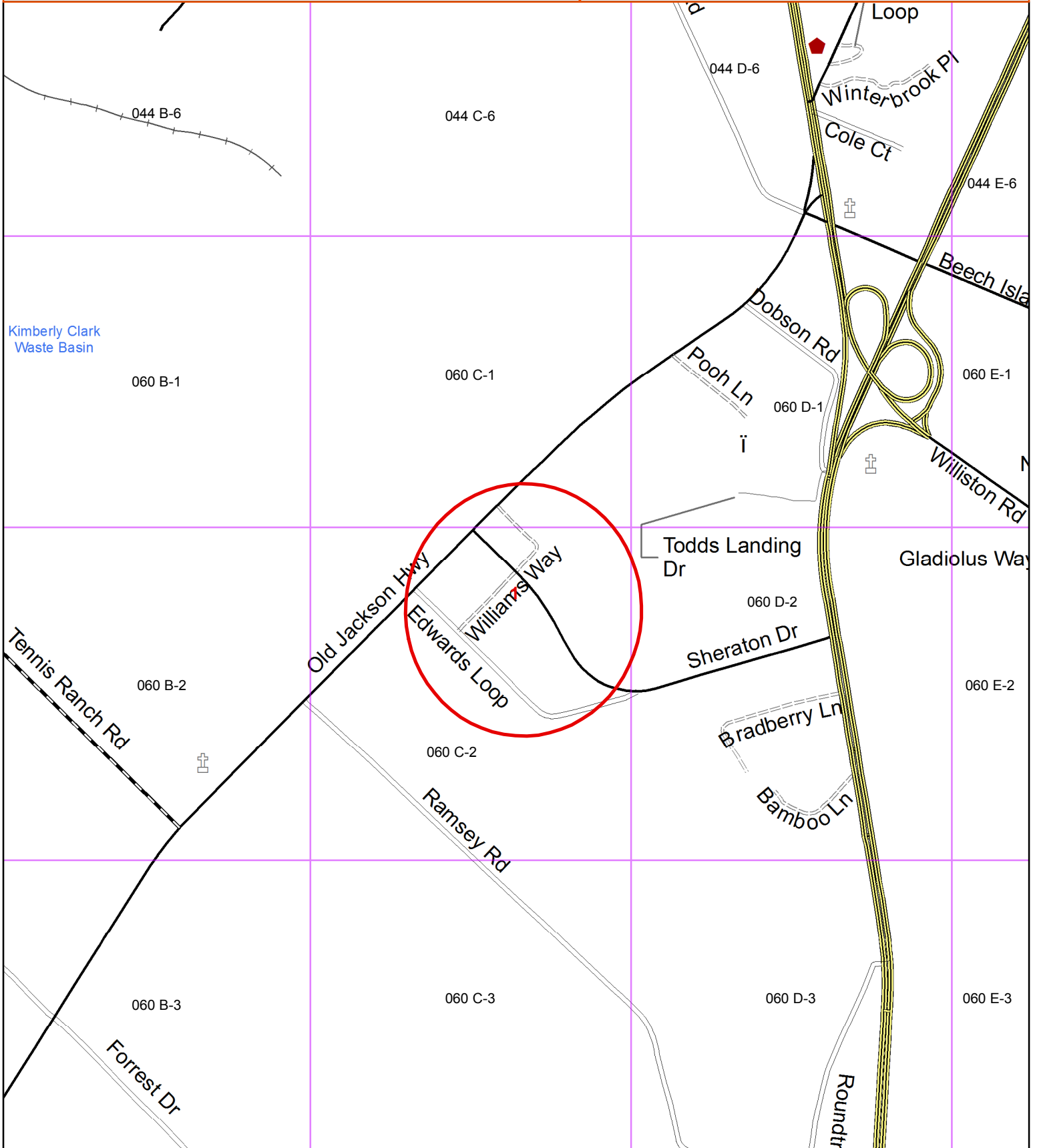
Stephen Strohminger
Planning Director

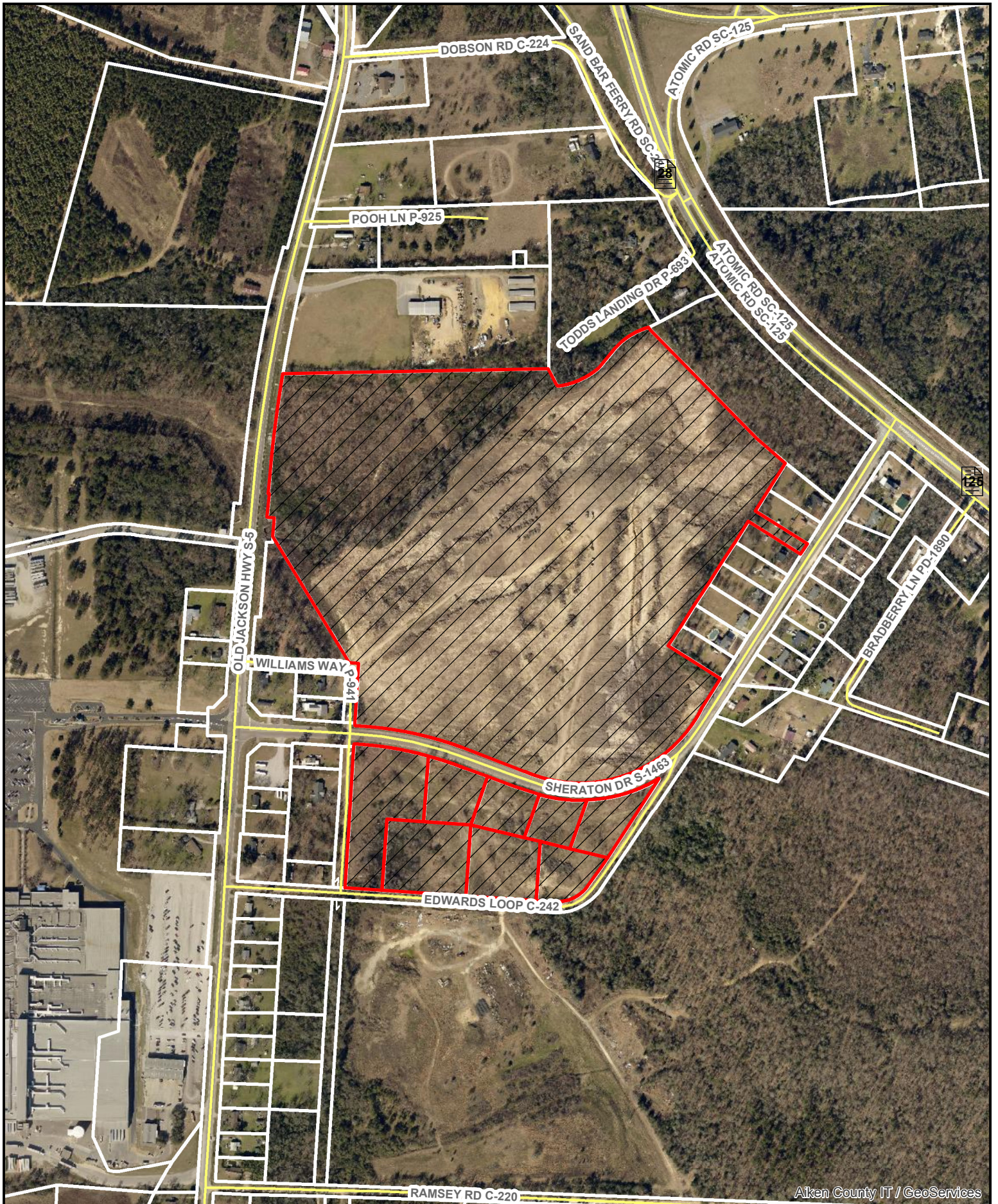
Council Mapette - Rezoning

Stephen Strohming 5/10/2017
Aiken County Planning & Development

Proposed Rezoning from RUD to RD

Atlas Map: 060 Grid: C-1 and C-2





Aiken County IT / GeoServices

Prepared by:
Aiken County Government
4/3/2017 SS
Scale: 1 inch = 500 feet



Proposed Rezoning of 9 Tax Parcels in Beech Island



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RUD - Rural Development

Prepared by:
 Aiken County Government
 4/3/2017 SS
 Scale: 1 inch = 400 feet



Proposed Rezoning of 9 Tax Parcels in Beech Island



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Sponsor(s) : County Council
First Reading : May 16, 2017
Second Reading : June 6, 2017
Public Hearing : May 16, 2017
Third Reading : June 20, 2017
Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Approve a Proposed Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone 19 Tax Parcels (approximately 92.42 acres) located along Willow Run Road (S-912), Pine Hill Drive (C-230), and Linda Lane (PD-1770), Aiken, SC in Council Districts 8 and 6 from RUD and UD to AP.)

WHEREAS:

1. An application has been filed which proposed an amendment to the Aiken County Zoning and Development District Atlas to rezone 19 tax parcels (approximately 92.42 acres) located along Willow Run Road (S-912), Pine Hill Drive (C-230), and Linda Lane (PD-1770), Aiken, SC in Council Districts 8 and 6 from RUD and UD to AP; and
2. The Aiken County Planning Commission, at its meeting on April 20, 2017, reviewed said application and adopted by unanimous vote a motion to recommend that the County Council approve said application; and
3. At its meeting on May 16, 2017, the Aiken County Council held a public hearing on the proposed amendment, said hearing having been duly publicized in a newspaper in general circulation in Aiken County (and the affected property having been duly posted by sign) in accordance with Section 10.8 of the Land Management Ordinance of the Aiken County Code of Ordinances; and
4. The Aiken County Council desires to act on said application.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. The proposed amendment to the Aiken County Official Zoning and Development District Atlas to rezone 19 tax parcels (approximately 92.42 acres) located along Willow Run Road (S-912), Pine Hill Drive (C-230), and Linda Lane (PD-1770), Aiken, SC in Council Districts 8 and 6 from RUD and UD to AP is hereby approved by Aiken County Council.
2. The Aiken County Planning & Development Department is hereby directed to notify the applicant and the Aiken County Planning Commission of this action by County Council, and to amend appropriately the Aiken County Official Zoning and Development District Atlas.
3. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.
4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

(SIGNATURE PAGE TO FOLLOW)

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

REVIEWED BY: _____
County Attorney

IMPACT STATEMENT:

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

**REPORT FROM AIKEN COUNTY PLANNING COMMISSION
TO THE AIKEN COUNTY COUNCIL
CONCERNING A PROPOSED MAP OR TEXT AMENDMENT**

Date: April 21, 2017

Proposed Amendment: To amend the Aiken County Official Zoning and Development District Atlas to rezone 19 tax parcels (approximately 92.42 acres) located along Willow Run Road (S-912), Pine Hill Drive (C-230), and Linda Lane (PD-1770), Aiken, SC in Council Districts 8 and 6 from RUD and UD to AP.

Planning Commission Findings: The applicant's request to rezone the property to AP would help preserve the rural, residential character of the area. At the public hearing before the Planning Commission, the applicants' representative spoke in favor of the rezoning, and two other members of the audience also expressed support of the change.

Planning Commission Vote and Findings: The Aiken County Planning Commission adopted a motion by UNANIMOUS vote at their meeting held on April 20, 2017 to recommend that the County Council APPROVE the proposed AP rezoning because it was an up zoning and helped preserve the existing development in the area.

Additional comments: None

Attachments: Application, Location Maps

Report submitted by:

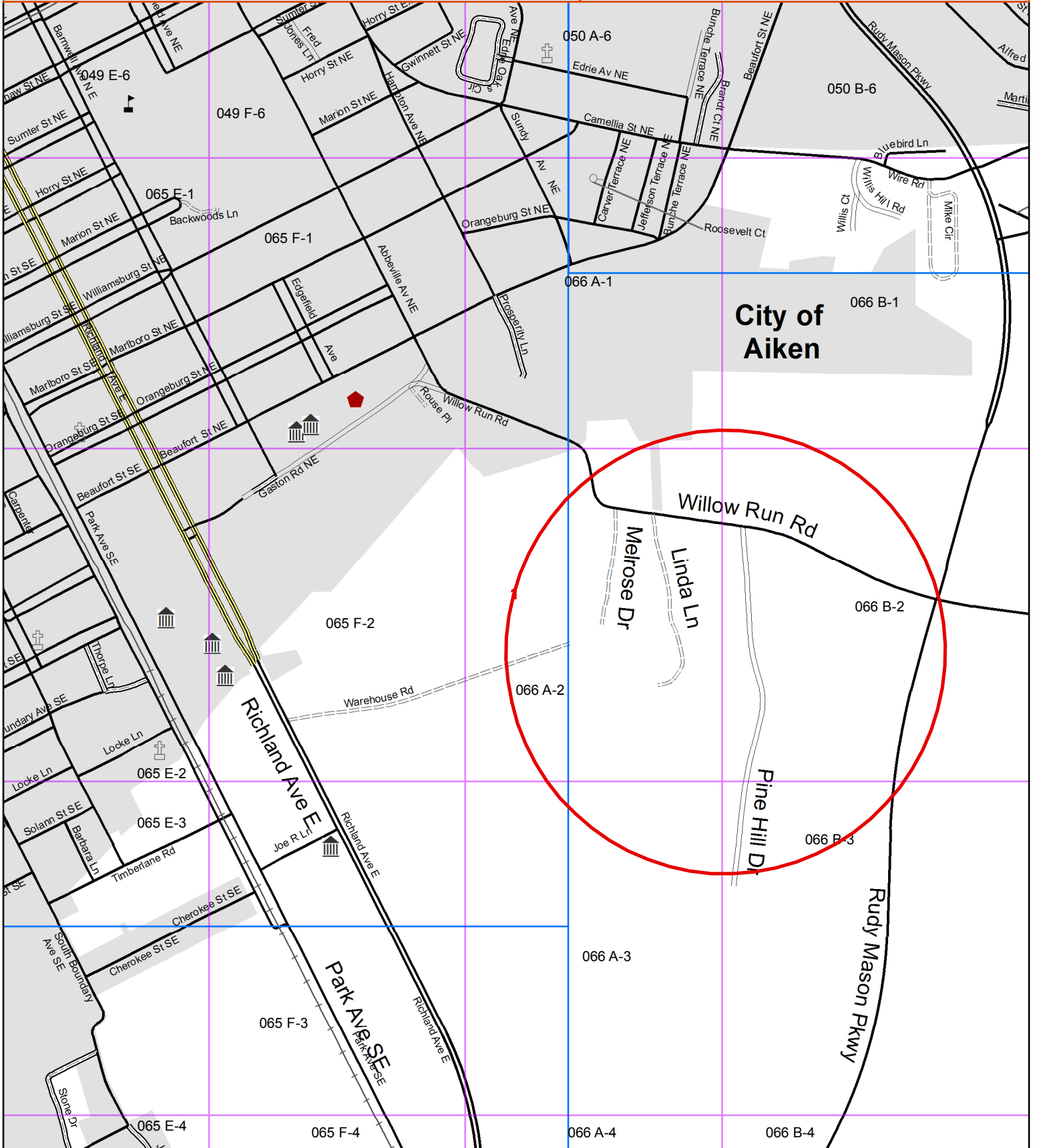


Stephen Strohming
Planning Director

Council Mapette - Rezoning

Stephen Strohming 5/10/2017
Aiken County Planning & Development

Proposed Rezoning from RUD & UD to AP
Atlas Map: 066 Grid: B-2 and B-3



Sponsor(s) : County Council
 First Reading : March 7, 2017
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : June 6, 2017
 Public Hearing : June 6, 2017
 Third Reading : June 20, 2017
 Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(Authorizing and Approving (1) Development of a Joint County Industrial and Business Park Pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as Amended, in Conjunction with Edgefield County (the "Park"), Such Park to be, at the Time of Its Initial Development, Geographically Located in Aiken County and to Include Certain Property Now or to be Owned and/or Operated by Shaw Creek Solar, LLC, a Company Previously Identified as Project McFarlan, One or More Affiliates, and/or Other Project Sponsors; (2) the Execution and Delivery of a Written Park Agreement with Edgefield County as to the Requirement of Payments of Fee in Lieu of *Ad Valorem* Taxes with Respect to Park Property and the Sharing of the Revenues and Expenses of the Park; (3) the Distribution of Revenues from the Park Within Aiken County; and (4) Other Matters Related Thereto.)

WHEREAS:

1. Aiken County, South Carolina ("Aiken County") and Edgefield County, South Carolina ("Edgefield County"), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), propose to develop a joint county industrial and business park known as the Aiken County/Edgefield County Park SC Highway 19 North (hereinafter referred to as the "Park"); and
2. In order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, Aiken County and Edgefield County have agreed to develop a Park in Aiken County and Edgefield County to be located, at the time of its initial development, upon property that is located in Aiken County and which now or will be owned and/or operated by Shaw Creek Solar, LLC, a limited liability company organized and existing under the laws of Delaware, previously identified as Project McFarlan, one or more affiliates, and/or other projects sponsors, and a plat or description of which is hereby attached hereto as Attachment A, and which is hereby incorporated herein by reference as fully set forth verbatim herein; and
3. Aiken County and Edgefield County have agreed to the specific terms and conditions of such arrangement as set forth in the Agreement for Development of a Joint County Industrial and Business Park (Shaw Creek Solar, LLC) (Aiken County/Edgefield County Park SC Highway 19 North) proposed to be entered into by and between Aiken County and Edgefield County as of such date as may be agreed to by Aiken County and Edgefield County (the "Park Agreement"); and
4. It appears that the Park Agreement now before this meeting, and attached hereto as Attachment B, is in appropriate form and is an appropriate instrument to be executed and delivered by Aiken County for the purposes intended.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. **Approval of the Park Agreement.** The form, provisions, terms and conditions of the Park Agreement (Attachment B) now before this meeting and filed with the Clerk to Aiken County Council be and they are hereby approved, and all of the provisions, terms and conditions thereof are hereby incorporated herein by reference as if the Park Agreement were set out in this Ordinance in its entirety. The Chairman

of Aiken County Council is hereby authorized, directed, and empowered to execute the Park Agreement in the name and on behalf of Aiken County; the Clerk to Aiken County Council is hereby authorized, directed, and empowered to attest the same; and the Chairman of Aiken County Council is further authorized, directed, and empowered to deliver the Park Agreement to Edgefield County.

The Park 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 Aiken County thereunder and as shall be approved by the officials of Aiken County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Park Agreement now before this meeting.

The Chairman of Aiken County Council, the County Administrator of Aiken County, and the Clerk to the Aiken County Council, for and on behalf of Aiken County, are hereby each authorized and empowered to do any and all things necessary or proper to effect the development of the Park and the performance of all obligations of Aiken County under and pursuant to the Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

2. **Payment of Fee in Lieu of Tax.** The businesses and industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. With respect to properties located in the Aiken County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Aiken County. That portion of such fee allocated pursuant to the Park Agreement to Edgefield County shall be thereafter paid by the Treasurer of Aiken County to the Treasurer of Edgefield County in one payment by June 30 of the Aiken County fiscal year of receipt for distribution in accordance with the Park Agreement. With respect to properties located in the Edgefield County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Edgefield County. That portion of such fee allocated pursuant to the Park Agreement to Aiken County shall thereafter be paid by the Treasurer of Edgefield County to the Treasurer of Aiken County in one payment by June 30 of the Edgefield County fiscal year of receipt for distribution in accordance with the Park Agreement. The provisions of Section 12-2-90 of the Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.
3. **Distribution of Revenues within Aiken County.**
 - (a) Revenues generated from industries and businesses located in the Aiken County portion of the Park to be retained by Aiken County shall be distributed within Aiken County in accordance with this subsection: first, unless Aiken County elects to pay or credit the same from only those revenues which Aiken County would otherwise be entitled to receive as provided under the third item below, to pay annual debt service on any special source revenue bonds issued by Aiken County pursuant to, or to be utilized as a special source revenue credit in the manner provided in, Section 4-1-175 of the Act; second, at the option of Aiken County, to reimburse Aiken County for any expenses incurred by it in the administration, development, operation, maintenance and promotion of the Park or the industries and businesses located therein or for other economic development purposes of Aiken County; and third, to those taxing entities in which the applicable revenue-generating property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if such property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220 of the Code of Laws of South Carolina 1976, as amended, for that year. Aiken County may change the agreed distribution of Park revenues at any time by ordinance.
 - (b) Notwithstanding any other provision of this section, all taxing entities which overlap an applicable revenue-generating property within the Park shall receive at least some portion of the revenues generated from such property, and all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity. All taxing entities other than those listed in this Ordinance shall receive zero percent (0%) of the revenues generated from such property.

(c) Revenues generated from industries and businesses located in the Edgefield County portion of the Park and received by Edgefield County shall be retained by Edgefield County.

4. **Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Aiken County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in Aiken County unless the properties are within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Edgefield County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in Edgefield County unless the properties are within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.
5. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Aiken County is vested with the Sheriff's Office of Aiken County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Edgefield County is vested with the Sheriff's Office of Edgefield County, for matters within its jurisdiction. If any of the Park properties located in either Aiken County or Edgefield County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality.
6. **Conflicting Provisions.** To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Aiken County Code or other Aiken County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.
7. **Severability.** If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.
8. **Effectiveness.** This Ordinance shall be effective upon third and final reading.

Enacted and approved, in meeting duly assembled, this 20th day of June, 2017.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

REVIEWED BY: _____
County Attorney

COUNCIL VOTE:

*Serving pursuant to Aiken County Code Section 2-30(b).

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)
COUNTY OF EDGEFIELD)

AGREEMENT FOR DEVELOPMENT OF A JOINT
COUNTY INDUSTRIAL AND BUSINESS PARK
(SHAW CREEK SOLAR, LLC) (AIKEN
COUNTY/EDGEFIELD COUNTY PARK SC
HIGHWAY 19 NORTH)

THIS AGREEMENT for the development of a joint county industrial and business park to be located within Aiken County and Edgefield County is made and entered into as of June 20, 2017, by and between Aiken County, South Carolina (“Aiken County”) and Edgefield County, South Carolina (“Edgefield County”).

RECITALS

WHEREAS, Aiken County and Edgefield County are contiguous counties which, pursuant to Ordinance No. [____], enacted by Aiken County Council on June 20, 2017, and Ordinance No. [____] enacted by Edgefield County Council on July 6, 2017, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be developed in Aiken County and Edgefield County a joint county industrial and business park (the Aiken County/Edgefield County Park, referred to herein as “Park”), to be located upon property more particularly described in Exhibit A (Aiken) and Exhibit B (Edgefield) hereto; and

WHEREAS, as a consequence of the development of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Aiken County and Edgefield County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the “Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. **Location of the Park.**

(A) As of the original execution and delivery of this Agreement, the Park initially consists of property that is located in Aiken County and which now or will be owned and/or operated by Shaw Creek Solar, LLC, a company previously identified as Project McFarlan, one or more affiliates, and/or other project sponsors, as more particularly described in Exhibit A (Aiken) hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both Aiken County and Edgefield County. If any property proposed for inclusion in the Park is located, at the time such inclusion is

proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Aiken) or a revised Exhibit B (Edgefield) which shall contain a legal description of the boundaries of the Park within Aiken County or Edgefield County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Aiken County Council and Edgefield County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Aiken County Council and by Edgefield County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Aiken County Council and Edgefield County Council. Notice of such public hearings shall be published in newspapers of general circulation in Aiken County and Edgefield County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

4. **Fee in Lieu of Taxes.** Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. **Allocation of Expenses.** Aiken County and Edgefield County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance and promotion of the Park, in the following proportions:

If the property is located in the Aiken County portion of the Park:

A. Aiken County	100%
B. Edgefield County	0%

If the property is located in the Edgefield County portion of the Park:

A. Aiken County	0%
B. Edgefield County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

6. **Allocation of Revenues.** Aiken County and Edgefield County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by projects located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

If the property is located in the Aiken County portion of the Park:

A. Aiken County	99%
B. Edgefield County	1%

If the property is located in the Edgefield County portion of the Park:

A. Aiken County	1%
B. Edgefield County	99%

With respect to such fees generated from properties located in the Aiken County portion of the Park, that portion of such fees allocated to Edgefield County shall thereafter be paid by the Treasurer of Aiken County to the

Treasurer of Edgefield County in one payment by June 30 of the Aiken County fiscal year of receipt for distribution. With respect to such fees generated from properties located in the Edgefield County portion of the Park, that portion of such fees allocated to Aiken County shall thereafter be paid by the Treasurer of Edgefield County to the Treasurer of Aiken County in one payment by June 30 of the Edgefield County fiscal year of receipt for distribution.

7. Revenue Allocation within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Aiken County and to Edgefield County, as the case may be, according to the proportions established by this Agreement. With respect to revenues allocable to Aiken County or Edgefield County by way of fees in lieu of *ad valorem* taxes generated from properties within its own boundaries (the “Host County”), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) each taxing entity which overlaps the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such revenue-generating portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity, (iii) all taxing entities other than the foregoing shall receive zero percent (0%) of such revenues. Each Host County is specifically authorized, in its sole discretion, to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Aiken County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Edgefield County portion of the Park shall be distributed solely to Aiken County. Revenues allocable to Edgefield County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Aiken County portion of the Park shall be distributed solely to Edgefield County.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Aiken County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Aiken County portion of the Park and the terms of such agreements shall be at the sole discretion of Aiken County. It is further agreed that entry by Edgefield County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Edgefield County portion of the Park and the terms of such agreements shall be at the sole discretion of Edgefield County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Aiken County and Edgefield County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to this Agreement.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Aiken County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Aiken County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Edgefield County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Edgefield County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Aiken County is vested with the Sheriff’s Office of Aiken County, for matters within their jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Edgefield County is vested with the Sheriff’s Office of Edgefield County, for matters within their jurisdiction. If any of the Park properties located in either Aiken County or Edgefield County are within the boundaries of a municipality, then jurisdiction to make arrests and

exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

12. **Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host county.

13. **South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

14. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

15. **Counterpart Execution.** This Agreement may be executed in multiple counterparts.

16. **Term; Termination.** This Agreement shall extend for a term of thirty (30) years from the effective date of this Agreement, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Aiken County or Edgefield County has outstanding contractual covenants, commitments or agreements to any owner or lessee of Park property, including, but not limited to, Shaw Creek Solar, LLC, a company previously identified as Project McFarlan, to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Fee in Lieu of Tax and Incentive Agreement by and between Aiken County and Shaw Creek Solar, LLC, a company previously identified as Project McFarlan, dated as of June 20, 2017, as may be amended, modified, or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County (as defined in Section 7(A) hereof) shall first (i) obtain the written the consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[End of Agreement – Execution Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

AIKEN COUNTY, SOUTH CAROLINA

By: _____
L. Andrew Siders, Chairman*
Aiken County, South Carolina

[SEAL]

Attest:

By: _____
Tamara Sullivan, Clerk to County Council
Aiken County, South Carolina

EDGEFIELD COUNTY, SOUTH CAROLINA

By: _____
Dean Campbell, Chairman
Edgefield County, South Carolina

[SEAL]

Attest:

By: _____
Jennifer Gilley, Clerk to County Council
Edgefield County, South Carolina

*Serving pursuant to Aiken County Code Section 2-30(b).

Exhibit A (Aiken)

AIKEN COUNTY PROPERTY

PARCEL A:

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Aiken, near Eureka, South Carolina, containing 935.67 acres, as shown and designated as Tract "2" (hereinafter referred to as "Tract 2") on that PLAT OF SURVEY (hereinafter referred to as the "Tract 2 Plat") dated November 4, 1996 (with a latest revision date of November 18, 1996) and prepared by Donald J. Smith, Jr., Registered Land Surveyor of Donald J. Smith, Jr., Inc. filed heretofore in the Office of the Register of Mesne Conveyance of Aiken County, South Carolina (herein referred to as the "RMC Office") in Plat Book 36 at Page 44, which Tract 2 Plat is fully incorporated herein by reference as to all its particular courses, distances, buttings and boundings and all other matters shown thereon.

LESS AND EXCEPTING:

That certain piece, parcel or tract of land containing 3.97 acres, as shown and designated as "Parcel B" on that certain Plat prepared by C. Ashley Abel, P.L.S. of C. Ashley Abel and Associates for Eugenia Mae Royal, et.al. dated February 24, 2003 and recorded in Plat Book 46 at Page 335-2 in the RMC Office, said "Parcel B" having such specific location, buttings and boundings, courses and distances as shown on the aforesaid Plat and which "Parcel B" was conveyed out of Tract 2 (as identified above) to Roy O. Jackson and Ida Mae Jackson by deed from Eugenia Mae Royal, Dennison A. Royal, and Michael F. Royal, as recorded in Book 2341 at Page 270 in the RMC Office.

PARCEL A ALSO INCLUDES THE FOLLOWING:

That certain piece, parcel or tract of land containing 3.60 acres, as shown and designated as "Parcel C" on that certain Plat prepared by C. Ashley Abel, P.L.S. of C. Ashley Abel and Associates for Eugenia Mae Royal, et.al. dated February 24, 2003 and recorded in Plat Book 46 at Page 335-2 in the RMC Office, said "Parcel C" having such specific location, buttings and boundings, courses and distances as shown on the aforesaid Plat and which "Parcel C" was conveyed to Eugenia Mae Royal, Dennison A. Royal, and Michael F. Royal in joint undivided interest by deed from Roy O. Jackson and Ida Mae Jackson, as recorded in Book 2341 at Page 266 in the RMC Office.

DERIVATION: Limited Warranty Deed to Blue Maple Group, LLC, a Delaware limited liability company, from Michael F. Royal, as Personal Representative of the Estate of Dennison A. Royal dated December 11, 2012 and recorded December 18, 2012 in the Office of the RMC for Aiken County, South Carolina in Record Book 4437, at page 758 conveying an 85.55% undivided interest; and Limited Warranty Deed to Blue Maple Group, LLC, a Delaware limited liability company from of Tupelo Group B, LLC, a Delaware limited liability company, dated December 11, 2012 and recorded December 28, 2012 in the Office of the RMC for Aiken County, South Carolina in Record Book 4438 at Page 1831 conveying a 14.45% undivided interest.

TMS No. 100-00-02-002 (for informational purposes only)

PARCEL B:

ALL that certain lot, tract or parcel of land situated, lying and being in the County of Aiken, near Eureka, South Carolina, containing 25.0 acres, more or less, as shown and designated as "N/F Marvin Davis" Tract on PLAT OF SURVEY (hereinafter referred to as the "Plat") dated November 4, 1996 (with a latest revision date of November 18, 1996) and prepared by Donald J. Smith, Jr., Surveyor of Donald J. Smith, Jr., Inc. filed heretofore in Plat Book of the Office of the Register of Mesne Conveyance of Aiken County, South Carolina (hereinafter referred to as the RMC Office) in Plat Book 36 at Page 44 which Plat is fully incorporated herein by reference as to all its particular course, distances, butting and boundings and all other matters shown thereon and is partially described below.

According to the Plat, a point of beginning, as to “N/F Marvin Davis Plat” is located by starting at a point at the southwest corner of the tract located on the eastern boundary line of the “Southern Railway” railroad right of way and thence running on a straight line with a bearing of N27°-13’-38”W for a distance of 841.41 feet, more or less, along the eastern boundary line of the railroad right of way to a ½” rebar set for a corner in the eastern boundary line of the railroad right of way; thence running N80°-29’-12”E for a distance of 1319.75 feet to a concrete monument set for a corner; thence running S22°-07’-04”E for a distance of 895.48 feet to a concrete monument set for a corner; thence running S83°-46’-36”W for a distance of 1,261.24 feet to a ½” rebar set for a corner in the eastern boundary line of the railroad right of way, which is the point of beginning of the said “N/F Marvin Davis Tract”, which contains 25.0 acres, more or less.

DERIVATION: Limited Warranty Deed to Blue Maple Group, LLC, a Delaware limited liability company from Michael F. Royal, as Personal Representative of the Estate of Dennison A. Royal, dated December 11, 2012 and recorded December 18, 2012 in the Office of the RMC for Aiken County, South Carolina in Record Book 4437 at Page 796.

TMS No. 100-00-02-004 (for informational purposes only)

PARCEL C:

ALL that piece, parcel or tract of land situate in Aiken County, South Carolina and shown on a plat by Thomas & Hutton, dated October 24, 2016 entitled “PLAT OF A PORTION OF THE SOUTHERN RAILWAY AB LINE CONTAINING 9.67 AC. OWNED BY NORTHFOLK SOUTHERN RAILWAY COMPANY” recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 59, at page 911.

DERIVATION: Deed to Blue Maple Group, LLC from Norfolk Southern Railway Company dated January 19, 2017 and recorded April 19, 2017 in the Office of the RMC for Aiken County, South Carolina in Record Book 4657, at page 1684.

TMS No.: Portion of 100-00-003 (for informational purposes only)

The foregoing Parcels are also shown as Parcels A, B, and C on that certain ALTA/NSPS Land Title Survey of Three Tracts containing 959.84 Ac. As Owned by Blue Maple Group, LLC, prepared by F. Elliotte Quinn III, Land Surveyor License No. 10292, Thomas & Hutton Engineering Co., dated May 5, 2016, as will be revised, to be recorded in the RMC Office for Aiken County, South Carolina.

Applicable Negotiated FILOT Millage Rate for Parcels A, B, and C: The lowest millage rate available, by law, in effect at the Project site, which the parties hereto believe to be the millage rate in effect on June 30, 2017, which they believe to be 234.5 mills

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Exhibit B (Edgefield)

EDGEFIELD COUNTY PROPERTY

None.

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Sponsor(s) : County Council
 First Reading : March 7, 2017
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : May 16, 2017
 Public Hearing : June 6, 2017
 Third Reading : June 20, 2017
 Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(Authorizing (1) the Execution and Delivery of a Fee In Lieu Of Tax and Incentive Agreement by and Between Aiken County, South Carolina (the “County”) and Shaw Creek Solar, LLC, a Company Previously Identified as Project McFarlan, Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (the “Company”), Pursuant to Which the County Shall Covenant to Accept Certain Negotiated Fees In Lieu Of Ad Valorem Taxes (“FILOT”) With Respect to the Establishment of Certain Facilities in the County (the “Project”); (2) Certain Special Source Revenue Credits With Respect to the Project; (3) the Benefits of a Multi-County Industrial or Business Park to be Made Available to the Company and the Project; and (4) Other Matters Relating Thereto.)

WHEREAS:

1. Aiken County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation Section 4-29-68 of the Code, the “Special Source Act”) (collectively, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and 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 (“Special Source Improvements”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

2. WHEREAS, Shaw Creek Solar, LLC, a company previously identified as Project McFarlan, acting for itself, one or more affiliates, and/or or other project sponsors, all to the extent allowed by law and this Ordinance (collectively, the “Company”), is considering the establishment of certain facilities at one or more locations in the County (the “Project”), and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least \$100,000,000 in the Project; and

3. WHEREAS, based on information provided to the County by the Company, the County has determined that the Project would subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and
4. WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on March 7, 2017 (the "Inducement Resolution"), whereby the County agreed to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits with respect to the Project; and
5. WHEREAS, the County and the Company have agreed to the specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company with respect to the Project (the "Incentive Agreement"), the form of which Incentive Agreement is presented to this meeting, and which Incentive Agreement is to be dated as of June 20, 2017 or such other date as the parties may agree; and
6. WHEREAS, it appears that the Incentive Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Ordinance and the Incentive Agreement, the terms and provisions of this Ordinance and the Incentive Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, based on information provided to the County by the Company with respect to the Project, the County makes the following findings and determinations:
 - (a) The Project will constitute a "project" within the meaning of the Negotiated FILOT Act; and
 - (b) The Project, and the County's actions herein, will subserve the purposes of the Negotiated FILOT Act; and
 - (c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; and
 - (d) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and
 - (e) The purposes to be accomplished by the Project are proper governmental and public purposes; and
 - (f) The benefits of the Project are greater than the costs.
2. (a) The County hereby agrees to enter into the Incentive Agreement, which agreement shall be in the form of a fee agreement, pursuant to the Negotiated FILOT Act, whereby the Company will agree to satisfy, or cause to be satisfied, certain investment requirements

and job creation requirements with respect to the Project within certain prescribed time periods and the County will agree to accept certain negotiated FILOT payments with respect to the Project (the “Negotiated FILOT”), as set forth in **Section 2(b)** hereof and in accordance with the terms of the Incentive Agreement.

- (b) (i) The Negotiated FILOT shall be determined using: (1) a fixed assessment ratio of 6%, (2) the lowest millage rate or millage rates allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which the parties believe to be, based on the property comprising the Land as of the original execution and delivery of the Incentive Agreement, the millage rate in effect for such Project property on June 30, 2017, which is believed to be 234.5 mills, and which millage rate or millage rates shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the full term of the Negotiated FILOT; (3) the fair market value of the Project, as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act; and (4) and such other terms and conditions as will be specified in the Incentive Agreement.
 - (ii) The Negotiated FILOT shall be calculated as provided in this **Section 2(b)** for all Negotiated FILOT Property placed in service during the Investment Period. For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT payments shall be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year’s investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years or, if the Investment Period is extended by written agreement, as set forth in the Incentive Agreement, up to an aggregate of forty (40) years.
- 3. The County agrees to use its commercially reasonable efforts to designate the Project and the Land as part of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution, if not already so designated, and agrees to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of such a multi-county industrial or business park on terms which provide for all jobs created at the Project from January 1, 2017 through the end of the Investment Period, any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the Special Source Credits set forth in **Section 4** hereof.
- 4. As an additional incentive to induce the Company to locate the Project in the County, and as reimbursement for investment in Special Source Improvements, and subject to the requirements of the Special Source Act, the County hereby agrees, that each Credit Eligible Entity shall be entitled to receive, and the County shall provide, Special Source Credits against each Negotiated FILOT Payment due from each such Credit Eligible Entity with respect to the Project, for the full term of the Negotiated FILOT, in an amount equal to sixty-five percent (65%) of each such Negotiated FILOT Payment, commencing with the tax year for which the initial Negotiated FILOT payment is due with respect to the Project, all in accordance with, and as further detailed in, the Incentive Agreement. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project. Notwithstanding the foregoing provisions of this Section 4, (i) in the event that the annual depreciation rate utilized, pursuant to Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act, in calculating any Negotiated FILOT payment due with respect to the Project, is less than 5%, the above-described initial Special Source Credits percentage (65%) otherwise applicable against such Negotiated

FILOT payment shall be increased by an amount sufficient so that such net Negotiated FILOT payment due after application of such increased Special Source Credits percentage shall equal the amount of such net payment if calculated using a 5% annual depreciation rate and the above-described initial Special Source Credits percentage (65%); and (ii) in the event that the annual depreciation rate utilized, pursuant to Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act, is more than 5%, the above-described initial Special Source Credit percentage (65%) otherwise applicable against such Negotiated FILOT payment shall be decreased by an amount sufficient so that such net Negotiated FILOT payment due after application of such decreased Special Source Credits percentage shall equal the amount of such net payment if calculated using a 5% annual depreciation rate and the above-described initial Special Source Credits percentage (65%).

As further reimbursement for investment in Special Source Improvements, and in addition to the Special Source Credits set forth in Section 4 hereof, the County does hereby agree that each Credit Eligible Entity shall be entitled to receive, and the County shall provide, Special Source Credits against each net Negotiated FILOT Payment due with respect to the Project, after application of the Special Source Credits set forth above in Section 4 hereof, for the full term of the Negotiated FILOT, in an annual amount sufficient to fully offset any business license fees hereafter imposed by the County with respect to the Project.

5. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Incentive 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 official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.
6. The Chairman of the Council, the County Administrator of the County, and the Clerk to the Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Incentive Agreement.
7. 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.
8. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.
9. Council hereby waives any requirement that this Ordinance be referred to a committee of council or be recommended by a committee of council.

(SIGNATURE PAGE TO FOLLOW)

Enacted and approved, in meeting duly assembled, this 20th day of June, 2017.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

Andrew Siders, Chairman*

REVIEWED BY: _____
James M. Holly, County Attorney

COUNCIL VOTE:

*Serving pursuant to Aiken County Code Section 2-30(b).

Sponsor(s) : County Council
First Reading : April 18, 2017
Second Reading : May 16, 2017
Public Hearing : May 16, 2017 and June 6, 2017
Third Reading : June 20, 2017
Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(APPROVING A DEVELOPMENT AGREEMENT BETWEEN AIKEN COUNTY AND SHAW CREEK SOLAR, LLC; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL TO EXECUTE SAME; AND OTHER MATTERS RELATED THERETO.)

WHEREAS:

1. Aiken County, South Carolina (the “County”), acting by and through the Aiken County Council (the “County Council”) is empowered under and pursuant to the provisions of the South Carolina Local Government Development Agreement Act, Title 6, Chapter 31, Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into development agreements relating to real property within the County that is described in the Development Agreement referred to herein below; and
2. The County Council has determined that the Development Agreement by and between Aiken County, South Carolina, and Shaw Creek Solar, LLC (the Development Agreement”), attached hereto as Exhibit A and incorporated herein by reference, is consistent with the Aiken County Comprehensive Plan (the “Comprehensive Plan”) and the Aiken County Land Management Regulations Ordinance, Aiken County Code of Ordinances, Chapter 24, (the “Regulations Ordinance”); is a proper exercise of the police power and author authority granted to the County government; and benefits the general health, safety and welfare of the citizens of the County for the County to enter into the Development Agreement relating to the development of property knowns as Spring Grove in Aiken County, South Carolina.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. **Findings Incorporated:** The above recitals and findings are incorporated herein by reference and made a part of this Ordinance. In addition to the recitals set forth above, which the County Council hereby adopts as findings of fact, the County Council specifically finds that the Development Agreement attached hereto as Exhibit “A” and incorporated herein by reference, complies with the Act, the Comprehensive Plan, and the Ordinance.
2. **Development Agreement:** The terms of the Development Agreement are hereby approved in accordance with the Act and the Regulations Ordinance. The Development Agreement shall be effective immediately upon approval of this Ordinance after third reading and execution by both parties.
3. **Execution:** The Chairman of County Council is authorized to execute and deliver the Development Agreement on behalf of the County, and any and all other necessary documents or instruments incidental to the approval of this Ordinance and the Development Agreement.
4. **Repealer:** All provisions in other County ordinances or resolutions in conflict with this Ordinance are to the extent of such conflict hereby repealed.
5. **Savings Clause:** If any provision of this Ordinance or the application thereof to any person or circumstances is held unlawful, unconstitutional, or otherwise invalid, the invalidity does not affect other

provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

6. **Effective Date:** This Ordinance shall become effective on immediately upon its approval following third reading by the County Council.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

REVIEWED BY: _____
James M Holly, County Attorney

IMPACT STATEMENT:

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

Council District Representatives : Young, Rawls, Feagin, Smith, Haskell, Hightower
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Appoint One Member to Designated Boards, Commissions and Committees with Terms of the Appointees to Run Concurrent with that of the Councilmembers from District At-Large, 1, 3, 4, 5 and 8.)

WHEREAS:

1. County Council adopted Ordinance No. 82-12-49 which established appointments for members of Boards, Commissions, Authorities, Agencies and Advisory Committees appointed on a district basis by County Council to expire with the terms of the appointing Councilmember; and
2. County Council desires to appoint a member to the designated Boards, Commissions and Committees below from Districts At-Large, 1, 3, 4, 5, and 8.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT Members are hereby appointed and/or reappointed to the following Boards, Commissions and Committees with terms of office to run concurrently with the terms of Councilmember Ronnie Young, District At-Large; Councilmember Kathy Rawls, District 1; Councilmember Chuck Smith; Councilmember Sandy Haskell, District 5 and Councilmember Willar Hightower, District 8 as follows:

1. ANIMAL CONTROL ADVISORY COMMITTEE:

<u>Dottie Gantt</u>	
Expired December 31, 2014	District 1, Expires December 31, 2018

<u>Vacant</u>	
Expired December 31, 2016	District 3, Expires December 31, 2020

2. BOARD OF ADJUSTMENTS AND APPEALS:

<u>Thomas E. Tyler</u>	
Expired December 31, 2014	District 1, Expires December 31, 2018

3. ECONOMIC DEVELOPMENT BOARD:

<u>Scott Tindall</u>	
Expired December 31, 2014	District 1, Expires December 31, 2018

4. EMERGENCY SERVICES COMMISSION:

<u>Vacant</u>	
Expired December 31, 2016	District 8, Expires December 31, 2020

5. HISTORICAL COMMISSION:

<u>Hemrick Salley, Jr</u>	
Expired December 31, 2014	District 1, Expires December 31, 2018

6. LIBRARY BOARD OF TRUSTEES:

Barbie Jackson
Expired December 31, 2014

District 1, Expires December 31, 2018

7. RECREATION COMMISSION:

Bob Farr
Expired December 31, 2014

District 1, Expires December 31, 2018

8. TAX REVIEW BOARD:

Vacant
Expired December 31, 2016

District At-Large, Expires December 31, 2020

Vacant
Expired December 31, 2014

District 1, Expires December 31, 2018

Vacant
Expired December 31, 2016

District 4, Expires December 31, 2020

Vacant
Expired December 31, 2014

District 5, Expires December 31, 2018

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Approve the Allocation of Funds for Various Non-Profit Agencies from the FY 2017 Council Contingency Fund.)

WHEREAS:

1. County Council has received many requests for funding from non-profit agencies operating in Aiken County; and
2. Council desires to approve certain of these allocations to assist the agencies.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council approves the following allocations from the FY 2017 Council Contingency Fund:

<u>Agency</u>	<u>Amount</u>
---------------	---------------

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

Contingency Fund Request Pending

Organization

Dist

Need

Cost

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Appoint an Assistant Council Clerk.)

WHEREAS:

1. Section 2-200 of the Aiken County Code of Ordinances allows County Council to appoint an Assistant Council Clerk or clerks as may be deemed necessary, and this clerk is authorized to exercise the duties of the Clerk of Council in the event of the clerk's absence; and
2. The position is currently held by former Office Manager for the Administrator's Office, Barbara Strait.
2. Council desires to appoint a new Assistant Council Clerk to succeed Barbara Strait.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Sharon Brannen is hereby appointed Assistant Council Clerk and is authorized to exercise the duties of the Clerk of Council in the event of the Clerk of Council's absence.
2. This appointment will be valid during Sharon Brannen's tenure as Office Manager for the Administrator's Office.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

IMPACT STATEMENT: None

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Appoint One Member to the ARTS South Carolina Subcommittee.)

WHEREAS:

1. Aiken County has two members of the South Carolina ARTS Subcommittee; and
2. There is currently one vacancy, the position held by former Council Chairman Ronnie Young; and
3. County Council desires to appoint one member to the Arts Subcommittee.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The following Council Member is hereby appointed to the South Carolina ARTS Subcommittee:

Council Member

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tammy Sullivan, Council Clerk

L. Andrew Siders, Chairman*

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : June 20, 2017
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Execute a Lease with Elizawill, LLC, for the County Tourism Visitors Center.)

WHEREAS:

1. The Tourism Visitors Center has been leasing space from Elizawill, LLC, consisting of the ground floor at 133 Laurens Street, NW (Parcel 105-28-02-002); and
2. The current lease expires June 30, 2017; and
4. Elizawill, LLC, is asking for \$1,300/month plus \$200 for power/gas, water and garbage for this space; and
5. The proposed lease will commence from July 1, 2017 until June 30, 2018; and
6. County Council wishes to renew this lease.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council approves the execution or renewal of a lease with Elizawill, LLC, for the ground floor at 133 Laurens Street, NW, Aiken, SC 29801, for the location and operation of the County Tourism Visitors Center.
2. Execution of this lease is contingent upon review by the County Attorney as to form and content.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

IMPACT STATEMENT: \$1,300/month or \$15,600 annually (\$12/sf), to be paid from State Accommodations Tax Funds.

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

LEASE

THIS LEASE, made this ____ day of _____ : (the "Effective Date"), is entered into by and between ELIZAWILL, LLC (the "Landlord"), and Aiken County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "Tenant").

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties hereto do hereby agree as follows:

1. PREMISES

Tenant hereby leases from Landlord the land and improvements located on the land known as 133 Lauren's Street NW, Aiken SC 29801, consisting of the ground floor retail space which is approximately _____ square feet in area (the "Premises"). Neither Landlord nor Landlord's agents have made any representations, warranties or promises with respect to the Premises, the land upon which it is erected, or any matter or thing affecting or related to the Premises except as expressly set forth in this Lease.

2. TERM

The term of this Lease (the "Term") shall commence on the "Commencement Date," which is the same day as the Effective Date, and shall expire on the "Expiration Date," which is the day that is one (1) year from the Commencement Date.

3. DELIVERY OF POSSESSION OF PREMISES

On or before the Commencement Date, Landlord shall deliver possession of the Premises to Tenant in their present, "as is" condition as of the date of the execution of this Lease. Landlord shall have no obligation to make any improvements whatsoever to the Premises other than what is specified in the Special Stipulations of this lease.

4. RENTAL

Tenant shall pay base rental to Landlord as follows:

<u>Rental Period</u>	<u>Monthly</u>
JULY 1, 2017 THROUGH JULY 1, 2018	\$1500.00.

Each monthly installment of Rental shall be due and payable promptly on the first day of each month, in advance and without offset, deduction or prior demand, during the Term of this Lease from and after the Rental Commencement Date. In the event that the Rental Commencement Date of this Lease shall commence on a date other than the first day of the month, rent for such month shall be prorated and such prorated amount (which shall be equal to the monthly Rental stated above multiplied by a fraction, the numerator of which shall be the number of days from the Rental Commencement Date through the end of such month, inclusive of both days, and the denominator of which shall be the number of days in such month) shall be due and payable on the

Commencement Date. All payments of rent or any other sum due under this Lease shall be made payable to Landlord, at the address set forth in Section 27.

In the event Tenant shall fail to pay a monthly installment within five (5) business days of the due date, a late charge of five percent (5%) of the monthly Rental, with a minimum of twenty dollars (\$20.00) per month, shall be added to the Rental and paid to Landlord for each such late payment and the same shall be treated as additional rent. Should Tenant present a check to Landlord that is returned from Tenant's bank for any reason, Landlord reserves the right to demand that all future rental payments be made in the form of cashiers' checks or certified funds. Tenant agrees to pay Landlord interest at a rate of eight percent (8%) per annum on all Rental, additional rental or other sums due hereunder that are not paid when such amounts are due and payable and are past due by more than ten (10) business days. Nothing contained herein shall require Landlord to accept any tender of payment from Tenant for less than the full amount then due under this Lease, including any and all late charges, interest and attorneys' fees that may then be due from Tenant in accordance with the express terms of this Lease. Landlord may elect to accept less than the full amount then due from Tenant hereunder; however, no payment by Tenant or receipt by Landlord of such lesser amount shall be deemed to be other than payment on account, and no restrictive endorsement or statement on any check or payment shall be deemed to alter the express provisions of this Lease, nor constitute an accord and satisfaction. Landlord may accept less than the full amount then due from Tenant without prejudice to Landlord's right to recover the balance of the full amount then due, or to pursue any other remedies then available to Landlord under this Lease or applicable law. In all events, including but not limited to Landlord's acceptance of a partial payment from Tenant, any payment accepted by Landlord from Tenant may be applied first to retire the oldest receivables due from Tenant hereunder, then to any current rental or other payment then due hereunder, and the balance, if any, will be applied to any rental or other payment which will become due from Tenant hereunder.

5. **USE OF PREMISES**

Tenant shall use the Premises only for **Aiken County Visitors Center** and shall not use the Premises for any illegal purpose, or violate any statute, regulation, rule, or order of any governmental body, or create or allow to exist any nuisance, or trespass, or do any act in or about the Premises, or bring anything onto or in the Premises which will in any way increase the rate of insurance on the Premises, deface or injure the Premises, or overload the floor of the Premises.

6. **COMPLIANCE WITH LAWS**

Tenant shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all applicable laws. In addition, Tenant warrants that its use of the Premises will be in strict compliance with all applicable laws. During the Term of this Lease, Tenant shall, at Tenant's sole cost and expense, be

responsible for making any modifications to the interior of any buildings or systems located on the Premises that may be required pursuant to any applicable laws.

7. SERVICES TO TENANT

Tenant agrees that along with the monthly rent, a monthly fee of \$200.00 per month will be paid to Landlord for power/gas, water, garbage and similar services for the Premises. All other services required by Tenant, such as cable and telephone are the responsibility of the Tenant.

8. LIABILITY OF LANDLORD

Except for the willful misconduct or gross negligence of Landlord, its agents, contractors and employees, Landlord shall not be liable to Tenant in any manner whatsoever for failure or delay in furnishing any service provided for in this Lease, and no such failure or delay to furnish any service or services by Landlord shall be an actual or constructive eviction of Tenant nor shall any such event operate to relieve Tenant from the prompt and punctual performance of each and all of the covenants to be performed herein by Tenant.;

9. LANDLORD'S RIGHT TO ENTER PREMISES

Landlord shall retain duplicate keys to all doors of the Premises. Tenant shall not change the locks on any entrance to the Premises. Landlord and its agents, employees and independent contractors shall have the right to enter the Premises at all times in the event of an emergency, and at reasonable hours to make repairs, additions, alterations, and improvements that are required by this Lease or are otherwise performed with Tenant's prior consent; to exhibit the Premises to prospective purchasers, lenders or tenants; and to inspect the Premises to ascertain that Tenant is complying with all of its covenants and obligations hereunder. Landlord agrees to use reasonable efforts to minimize any interference with Tenant's business caused by such entry. Landlord shall, except in case of emergency, afford Tenant such prior notification of an entry into the Premises as shall be reasonably practicable under the circumstances, for the purpose of exhibiting the Premises to a prospective purchaser or tenant. During such time as such work is being carried on in or about the Premises, payments provided herein shall not abate and Tenant waives any claim or cause of action against Landlord for damages by reason of interruption of Tenant's business or loss of profits therefrom because of the prosecution of any such work or any part thereof.

10. REPAIRS

Tenant, during the Term of this Lease or any extension or renewal of this Lease, shall, at its sole cost and expense, make all repairs as shall be reasonably necessary to keep the interior portion of the Premises and all systems exclusively serving the Premises in good condition and repair, loss by fire or other casualty not caused by Tenant, Tenant's employees, agents or contractors and condemnation excepted. For purposes hereof, the interior portion of the Premises means all areas contained within the Premises inclusive of the sheetrock or other non-structural wall materials but exclusive of any structural supports on the boundary walls of the Premises. Tenant further agrees that all damage or injury of whatever nature done to the Premises by the Tenant or by any

person in or upon the Premises except the Landlord, Landlord's agents, servants and employees, shall be repaired by Tenant at its sole cost and expense. Landlord agrees that it shall, during the Term of this Lease, at its sole cost and expense, make all repairs as shall be reasonably necessary to keep the exterior portion of the Premises, including the roof, HVAC and any structural components located within boundary walls of the Premises in good condition and repair.

11. ALTERATIONS

Tenant shall make no alterations or other improvements to the Premises without Landlord's prior written consent.

12. LIENS

Tenant shall pay or cause to be paid all costs for work done by or on behalf of Tenant or caused to be done by or on behalf of Tenant on the Premises of a character which will or may result in liens against Landlord's interest in the Premises, or any part thereof and Tenant will keep the same free and clear of all mechanics' liens and other liens on account of work done for or on behalf of Tenant or persons claiming under Tenant.

13. ASSIGNMENT AND SUBLETTING

Tenant may not assign this Lease or sublet all or any portion of the Premises without the prior written consent of Landlord.

14. EMINENT DOMAIN

If the whole or at least twenty percent (20%) of the Premises shall be permanently taken by Federal, State, County or City authority for public use, or under any statute, or by right of eminent domain (or is conveyed by Landlord in lieu of such taking), then the Term hereby granted and all rights of the Tenant hereunder shall cease and terminate as of the day before the effective date of such taking unless otherwise agreed by Landlord and Tenant. It is expressly agreed that the Tenant shall not have any right or claim to any award made to or received by the Landlord for such taking. For purposes hereof, a permanent taking shall be defined as one that deprives the parties of use of such portions of the Premises for more than six (6) months. In the event that the Lease is not terminated hereunder, the Rental shall be abated in proportion to the taking.

15. DESTRUCTION OR DAMAGE TO PREMISES

If at least twenty percent (20%) of the Premises shall be damaged or destroyed by fire, casualty or other causes, then the Term hereby granted and all rights of the Tenant hereunder shall cease and terminate as of the date of the casualty unless the parties agree otherwise. In addition, in the event that the casualty event occurs during the last year of the Term, Landlord may elect not to repair the Premises, in which event the Lease shall terminate as of the date of the casualty. In the event that the Lease does not terminate, Landlord shall reasonably promptly repair and restore the Premises, but only to the extent of any insurance proceeds available for such repairs and restoration. In the event that the insurance proceeds are insufficient to fully repair and restore the Premises, Landlord may elect to terminate this Lease as of the date of the casualty.

16. INDEMNIFICATION

This paragraph has been omitted.

17. INSURANCE

During the Term of this Lease, and any extension and renewal thereof, Tenant, at its sole cost and expense, shall carry and maintain the following policies of insurance with insurance companies licensed or authorized to do business in the State of South Carolina Landlord or through self-insurance and shall deliver to Landlord a certificate of insurance evidencing such coverage both prior to taking possession of the Premises and annually thereafter:

- (1) Property Insurance on the Special or All-Risk Form (including theft, sprinkler leakage, boiler and machinery insurance), covering Tenant's personal property, trade fixtures, inventory and equipment located in the Premises in an amount equal to the full replacement cost of all items.
- (2) Commercial General Liability Insurance on an occurrence form including premises operations, products/completed operations, hazard and contractual coverage with limits of no less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate.
- (3) Workers' Compensation Insurance with liability limits required by the laws of the state in which the Premises are located and employers liability coverage.

Such insurance shall, to the extent permitted by law or the insurer, name Landlord as additional insured and provide for thirty (30) days' prior written notice to Landlord before any termination of said insurance. Landlord agrees that it shall maintain general liability and hazard insurance coverage on the Premises in such amounts and with such limits as are commercially reasonable.

18. DAMAGE OR THEFT OF PERSONAL PROPERTY

Tenant agrees that all personal property brought into the Premises shall be at the risk of the Tenant only and that the Landlord shall not be liable for the loss thereof or any damages thereto occasioned from any act of any other person.

19. HAZARDOUS MATERIALS

Tenant agrees that Tenant, its agents and contractors, licensees, or invitees shall not handle, use, manufacture, store or dispose of any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives (collectively "Hazardous Materials") on, under, or about the Premises.

20. SUBORDINATION AND ATTORNMENT

Tenant agrees that this Lease shall be subject and subordinate to any mortgage, security deed, loan deed or similar instrument now on said Premises and to all advances already made, or which may be hereafter made, on account of said instruments to the full extent of all debts and charges secured thereby and to any renewals or extensions of all or any part thereof and to any similar instruments which any owner of said Premises may hereafter at any time elect to place on said Premises, and Tenant agrees upon request to hereafter attorn to the holder of such mortgage, security deed or other instrument as the Landlord under this Lease and execute any paper or papers which the counsel for Landlord may deem necessary to accomplish that end.

21. DEFAULT

The occurrence of any of the following shall constitute an event of default hereunder by Tenant:

- (a) Tenant files any petition for debt relief under any section or chapter of the national or federal bankruptcy code or any other applicable federal or state bankruptcy, insolvency or other similar act.
- (b) Any petition is filed against Tenant under any section or chapter of the national or federal bankruptcy code or any other applicable federal or state bankruptcy, insolvency or other similar act, and such petition is not dismissed within sixty (60) days after the date of such filing.
- (c) Tenant shall become insolvent or transfer property to defraud creditors or there shall be a material adverse change in the net worth or credit rating of Tenant or such guarantor.
- (d) Tenant makes material misrepresentations to Landlord prior to or contemporaneously with the execution of this Lease.
- (e) Tenant shall make an assignment for the benefit of creditors.
- (f) A receiver is appointed for any of the assets of Tenant such receiver is not removed within sixty (60) days of Tenant's receipt of notice from Landlord to obtain such removal.
- (g) A lien is filed against the Premises, or Landlord's estate therein, by reason of any work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or anyone holding the Premises by, through or under Tenant, and Tenant fails to cause the same to be vacated and canceled of record, or bonded off in accordance with the provisions of this Lease, within twenty (20) days after Tenant's receipt of written notice of the existence of such lien from Landlord.
- (h) Tenant fails to observe, perform and keep each and every one of the material covenants, agreements, provisions, stipulations and conditions contained in this Lease to be observed, performed and kept by Tenant.

22. REMEDIES

Upon the occurrence of an event of default by Tenant, Landlord shall have the option to do and perform any one or more of the following after giving Tenant ten (10) days written notice thereof:

- (a) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant shall fail to do so, Landlord may, without notice and prejudice to any other remedy available, enter and take possession of the Premises and remove Tenant, or anyone occupying the Premises, and its effects without being liable to prosecution or any claim for damages. In the event of termination of this Lease, Tenant shall be responsible to Landlord for (i) all payments due under this Lease prior to the date of termination and (ii) all costs incurred by Landlord in connection with such termination. Such amount shall be paid by Tenant to Landlord immediately upon demand by Landlord and shall constitute liquidated damages and not a penalty or forfeiture (Tenant and Landlord agree that the actual damages are impossible to ascertain and that the amount described above is a reasonable estimate thereof). If Landlord elects to terminate this Lease, Tenant's liability to Landlord for damages shall survive such termination.
- (b) Landlord may correct such default, and Tenant shall reimburse Landlord, upon demand, for the cost incurred by Landlord in curing such default.
- (c) The above-stated remedies of Landlord are to be in addition to, and not in lieu of, any other rights and remedies provided Landlord either at law or in equity. No delay in enforcing the provisions of the Lease shall be deemed to constitute a waiver of such default by Landlord, and the pursuit by Landlord of one or more remedies shall not be deemed to constitute an election against other remedies.

23. EFFECT OF TERMINATION OF LEASE

No termination of this Lease prior to the normal ending thereof by lapse of time or otherwise shall affect Landlord's right to collect sums due hereunder for the period prior to termination thereof.

24. ATTORNEYS' FEES

If any rent or other sum due and owing by Tenant to Landlord under this Lease must be collected by or through an attorney at law, then, in addition to such sums, Tenant shall also pay Landlord's reasonable attorneys' fees and other reasonable costs incurred in such collection.

25. SURRENDER OF PREMISES

At the termination of this Lease, Tenant shall surrender the Premises and keys thereto to Landlord in same condition as at commencement of the Term, normal wear and tear, loss by fire or other casualty not caused by Tenant, Tenant's employees, agents or contractors, and condemnation excepted. In the event that Tenant fails to surrender the

all or any portion of the Premises on or before the Expiration Date, Tenant shall be subject to payment of a holdover penalty in the amount of \$100.00 per day for each day that Tenant or Tenant's possessions continue to occupy the Premises after the Expiration Date.

26. REMOVAL OF FIXTURES

Tenant may prior to the expiration of this Lease, or any extension thereof, remove all unattached and movable personal property and equipment that Tenant has placed in the Premises, provided Tenant repairs all damages to the Premises caused by such removal. All personal property of Tenant remaining on the Premises after the end of the Term shall be deemed conclusively abandoned, notwithstanding that title to or a security interest in such personal property may be held by an individual or entity other than Tenant, and Landlord may dispose of such personal property in any manner it deems proper, in its sole discretion, and Tenant shall reimburse Landlord for the cost of removing such personal property. Tenant hereby waives and releases any claim against Landlord arising out of the removal or disposition of such personal property. Tenant's obligations under this paragraph shall survive the expiration or earlier termination of this Lease.

27. NOTICES

Any notice or other communication required or permitted to be given under this Lease must be in writing and shall be effectively given or delivered if hand delivered to the addresses for Landlord and Tenant stated below, or if sent by certified United States Mail, return receipt requested, or if sent by receipted overnight delivery service to said addresses. Notice effected by hand delivery or receipted overnight delivery service shall be deemed to have been received upon the earlier of actual receipt or refusal thereof. Any notice mailed shall be deemed to have been received upon the earlier of (a) actual receipt, (b) refusal thereof, or (c) three (3) days after proper mailing of same. Either party shall have the right to change its address to which notices shall thereafter be sent, and the party to whose attention such notice shall be delivered, by giving the other party notice thereof in accordance with the provisions of this paragraph.. Until such time as either party shall change its address for notices, notices shall be forwarded as follows:

To Landlord: **ELIZAWILL, LLC**
 139 Lauren's Street NW
 Aiken, SC 29801
 Attention: Elizabeth Smith

To Tenant: **Aiken County Parks, Recreation and Tourism**
 1930 University Parkway, Suite 2200
 Aiken, SC 29801
 Attention: Director

28. EXCULPATION OF LANDLORD

Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the Premises, and neither Landlord nor any joint ventures (if any), partners, officers, directors, employees or shareholders of or in Landlord shall have any personal liability whatsoever with respect to this Lease.

29. FORCE MAJEURE

Each party shall be excused from performing an obligation or undertaking provided for in this Lease so long as such performance or undertaking is prevented, delayed, or hindered by a strike, lockout, labor dispute, civil commotion, act of God, or any other cause outside and beyond such party's control.

30. DEFINITIONS

"Landlord" as used in this Lease shall include the first party named in this Lease, and its representatives, assigns and successors in title to Premises. "Tenant" shall include the second party named in this Lease, and his, hers or its heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subtenants, as to Premises covered by such assignment or sublease.

31. SECURITY DEPOSIT

This paragraph has been omitted.

32. MISCELLANEOUS

This Lease, including any attachments made a part hereof, contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Time is of the essence of this Lease. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

33. SPECIAL STIPULATIONS

1. Landlord will touch-up and repair damaged plaster/sheet rock on any visible wall Surfaces prior to Tenant's occupancy of the Premises.
2. Landlord will ensure that all lighting, HVAC, bathroom fixtures and other components of the suite are working properly.
3. Landlord will allow Tenant to make minor renovations to the suite including adding a partition wall, and repositioning existing shelves.
4. Landlord will remove the large chandelier in the middle of the suite and replace with

a smaller lighting fixture/fan combination prior to Tenant's occupancy of the Premises.

5. Tenant will ensure that there will not be any excessive noise coming from the suite.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates entered below.

TENANT: Aikon Ce^{nt}ty

By: _____
Name: Ronnie Young
Title: Chairman
Date: _____

ATTEST: _____
Title: _____

APPROVED
AS TO FORM AND CONTENT
By: _____

LANDLORD: ELIZAWILL, LLC

By: Anne Thompson
Print Name: ANNE THOMPSON
Title: OWNER
Date: May 15, 2017

Council District Representative : Furgiuele
 Committee Referral : Development Committee
 Committee Consideration Date : June 20, 2017
 Committee Recommendation :
 Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Assign the Official Road Name to a road in a Private Subdivision in County Council District # 2.)

WHEREAS:

1. The developer in a private subdivision named Three Runs Plantation Phase 7A in Council District 2 has requested that the official name be assigned to a road which is currently unnamed on the County Official Road Map; and
2. E-911 has approved the road name of Rembert Place (P-2015) in Three Runs Plantation Phase 7A Subdivision; and
3. Aiken County Planning Commission has approved said Private Subdivision.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The official name is hereby assigned to the following Private Road in Three Runs Plantation Phase 7A Subdivision.

<u>Road Name</u>	<u>Road No.</u>	<u>Map-Grids</u>	<u>District</u>	<u>Council Member</u>
Rembert Place	P-2015	115 – D-5	2	Furgiuele

2. At the direction of the Council District Representatives, the Planning & Development Department is hereby directed to advise the developer to pay for the County to erect the road signs or have them approved by Aiken County Public Works and erect the signs themselves.
3. The GIS Mapping Division is directed to amend the County Official Road Map and its indexes accordingly to reflect the official naming of said roads, and to advise the appropriate U.S. Post Office accordingly.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

 Tamara Sullivan, Council Clerk

 L. Andrew Siders, Chairman*

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : June 20, 2017
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Accept a Used Oil Recycling Grant from the South Carolina Department of Health and Environmental Control.)

WHEREAS:

1. The South Carolina Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling has awarded a Used Oil Recycling Grant in the amount of \$41,800.00; and
2. These funds will be used for equipment, supplies and professional development; and
3. This grant is based on reimbursement after the goods/services are received; and
4. County Council desires to accept this grant.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council authorizes the County Administrator to accept grant funds from the South Carolina Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling for equipment, supplies and training for the Used Oil Grant Program; and
2. Funds are to be placed in FY2018 expenditure accounts as follows:
\$ 36,550.00 in Capital Outlay, over \$5000
\$ 4,500.00 in Public Education
\$ 750.00 in Professional Development

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

IMPACT STATEMENT: Net zero impact to the Solid Waste Fund as all expenditures are reimbursable

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).



May 1, 2017

J. Clay Killian
Aiken County
1930 University Parkway
Aiken, SC 29801

Dear Mr. Killian,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Aiken County has been awarded a FY2018 Used Oil Grant. Enclosed please find the original grant agreement. Please note that due to budget constraints, other direct costs were not funded, and public education awards were reduced.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, all items, other than contractor costs and professional development, must be requisitioned, purchased or procured by the end of the third quarter. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than October 1, 2017.**

To accept the offer of this award, please sign the original grant agreement and return the original to our office. You may not begin work under the terms of your grant until the office is in possession of the signed original grant agreement. The office will send you a notification when we receive the signed agreement.

Please send your signed original grant agreement to Jana White; DHEC Office of Solid Waste Reduction and Recycling; 2600 Bull St.; Columbia, SC 29201.

Congratulations on your award. Please call me at 803/898-1354 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

Stefanie Vandiver

cc: Michael Treadaway
Becky Dawes



**USED OIL RECYCLING GRANT AGREEMENT
GRANT AGREEMENT**

Section 44-96-160, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee: Aiken County
1930 University Parkway
Aiken, SC 29801

Grant Number: 02WO18

Grant Execution Date: Date of the final signature on this grant agreement.

Grant Ending Date: June 30, 2018

Grant Amount: \$41,800.00

Authorized Representative: J. Clay Killian
Phone Number: (803) 642-2012
FAX Number:

Contact Person: Michael Treadaway
1930 University Parkway
Aiken, SC 29801
Phone Number: (803) 642-1533
FAX Number:

Financial Officer: Becky Dawes
1930 University Parkway
Aiken, SC 29801
Phone Number: (803) 642-1540
FAX Number:

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The Department of Health and Environmental Control (DHEC), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for used oil recycling projects approved for expenditure of funds under the Used Oil Recycling Grant Program. The Used Oil Recycling Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Aiken County submitted to the Office on February 24, 2017 an application for used oil recycling funds.

A maximum of \$41,800.00 inclusive of all costs will be granted for this project to the government of Aiken County (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

Funds will be used for the purchase of equipment and supplies to be used in the grantee's used oil collection program. Funds will also be used for contractor costs for public education and professional development.

Public education funds will be used for promotional activities to include design, printing, and distribution of materials. All expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. Approval requests must be submitted to the Office no later than October 1, 2017.

All purchases made under the scope of the grant, with the exception of contractor costs and professional development (travel), must be requisitioned, purchased or procured no later than 90-days prior to the end of the grant, unless otherwise approved by the Office.

Funds will be used for professional development including travel to recycling conferences or trainings. All expenses related to travel or professional development other than DHEC sponsored recycling conferences or trainings must be specifically requested in writing and approved up to the limits described below by this Office prior to beginning the activity.

Local government staff will ensure that all materials collected in this program are recycled or reused. End markets and total annual tonnages for all materials collected as a result of this grant will be reported in the quarterly progress reports.

BUDGET:

Equipment/Supplies	\$36,550.00
Used Oil Storage Tank	
Caport Cover	
Concrete Pad	
Oil Spill Supplies	
Public Education	\$ 4,500.00
Professional Development	\$ 750.00

C. EFFECTIVE DATES

The term of this grant is the date of the last signature through June 30, 2018. Grantees may apply for two 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. REPORTING REQUIREMENTS

1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2017 and the 15th of the month after each quarter ends thereafter.

Quarter	Dates	Quarterly Report Due
1	Start Date – Sept. 30	October 15
2	Oct. 1 – Dec. 31	January 15
3	Jan. 1 – Mar. 31	April 15
4	Apr. 1 – June 30	July 15

2. The Grantee shall submit an Annual Progress Report in accordance with the South Carolina Solid Waste Policy and Management Act of 1991 detailing the tonnages of recyclable materials recovered.
3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to DHEC.
4. The Grantee shall keep accurate records regarding the amount of materials recovered and recycled. The Grantee shall include this information in the progress reports.

E. PAYMENTS

1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient's approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office.
2. Reimbursement of the Grantee's travel expenses, including room and board, incurred in connection with the services under this grant agreement will be limited to the standard rates for State employee travel in effect during the period of this grant agreement and will be included within the maximum amount of the grant agreement.

[REFERENCE:<http://www.state.sc.us/dio/OIOTravelRegulations.htm>]

The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.

The Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in

advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

3. All final reimbursement requests must be made within 45 days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.
4. All grant funds must be maintained in a restricted account or separate general ledger.

F. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.
2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.
3. The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.
4. The Grantee shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
5. Obligations on any outstanding Used Oil Recycling Grant must be fulfilled before any reimbursements are made on a new Used Oil Recycling Grant unless otherwise approved by the Office.
6. All professional development must be pre-approved by the Office in order to qualify for reimbursement. The Professional Development Approval Form will be provided by the Office.
7. All signs and educational material must be pre-approved by the Office prior to production or printing. Draft signs and educational material must be submitted using the Promotional/Educational Approval Verification Form supplied by the Office. The Office reserves the right to deny reimbursement for any material that has not been pre-approved. Approval for activities described in the grant application does not constitute approval of specific educational materials.
8. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.
9. Grantees that own or operate used oil collection centers must ensure that their used oil and oil/gas mixtures are transported only by transporters who have obtained a DHEC identification number and a registration from the DHEC.

10. Grantees that own or operate used oil collection centers must comply with the generator standards in Subpart C of regulation R. 61-107.279 – Solid Waste Management: Used Oil.
11. The grantee will be responsible for ensuring that used oil and/or oil/gas mixtures transported from the used oil collection centers is recycled at an approved facility. The grantee is also responsible for ensuring that used oil filters and oil bottles collected under this grant are recycled.
12. Grantees that own or operate used oil collection facilities must notify the DHEC in writing if they intend to cease the collection of used oil, oil/gas mixtures, oil filters or oil bottles.
13. Containers and tanks used to store used oil at collection centers must be equipped with a secondary containment system capable of retaining the volumetric contents of the largest tank or container.
14. The secondary containment system must consist of, at a minimum: (a) dikes, berms, retaining walls or similar structures and (b) a floor. The floor must cover the entire area within the dikes, berms, retaining walls or similar structures. On some tanks, the secondary containment may be a built-in feature of the tank.
15. The entire containment system, including walls and floor, must be sufficiently impervious to used oil to prevent any used oil released into the containment system from migrating out of the system to the soil, groundwater, or surface water.
16. Oil collection tanks, containment systems, oil bottle collection containers, oil bottle drain racks and oil filter collection containers are to be placed on a concrete pad under a cover of a size sufficient to prevent rainwater from collecting in the containment basin and to prevent any used oil from migrating into the environment.
17. The design, installation and operation of all sites at which mixtures of used oil and gasoline are accepted must be in accordance with all applicable state and local requirements, including locally adopted building and fire codes. The Grantee shall contact the local governmental authorities having jurisdiction [building official, fire official, etc.] to determine the local requirements for these facilities, such as permitting, plan review, testing and any other legal requirements that may be applicable.
18. Oil collection facilities that collect used motor oil and/or oil/gas mixtures where total aggregate capacity exceeds 1320 gallons, must operate according to Spill Prevention, Control and Counter Measures (SPCC) rule.
19. If a hazardous substance is found to be mixed with used oil accepted from the public at a permitted used oil collection facility, costs for the proper disposal of this contaminated waste (not to exceed \$500,000 per year) will be incurred by the Petroleum Fund, if no more than five gallons of used oil was accepted from any one person at any one time.

II. TERMS AND CONDITIONS

- A. **MINORITY BUSINESS:** The Grantee must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.
- B. **SUBCONTRACTORS:** Grantee shall not subcontract any of the work or services covered by this grant without DHEC's prior written approval.

- C. **ASSIGNMENT:** The Grantee cannot assign or transfer the grant or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.
- D. **AMENDMENTS:** This grant may only be amended by written agreement of all parties, which must be executed in the same manner as the grant.
- E. **RECORDKEEPING, AUDITS, & INSPECTIONS:** The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the Grant, and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow DHEC to inspect facilities and locations where activities under this grant are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Grant with no further obligation on the part of DHEC.

The Grantee must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

- F. **TERMINATION:**
 - 1. Either party may terminate the grant by providing thirty (30) days written notice of termination to the other party.
 - 2. DHEC funds for this grant are payable from State fees. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this grant, it shall terminate without any further obligation by DHEC upon written notice to the Grantee. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.
 - 3. DHEC may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty days advance written notice. DHEC may, at its option, allow the Grantee a reasonable time to cure the default before termination.
 - 4. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.
- G. **NON-DISCRIMINATION:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

- H. **INSURANCE:** During the term of this grant, the Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and /or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide DHEC with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.
- I. **DRUG FREE WORKPLACE:** By signing this grant, the Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.
- J. **STANDARD OF CARE:** The Grantee will perform all services under this agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.
- K. **NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY:** Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires DHEC to indemnify, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.
- L. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this grant agreement.
- M. **CHOICE OF LAW:** The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
- N. **DISPUTES:** All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Agreement, the Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by DHEC regarding the Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.

- O. **DEBARMENT:** The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering in this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the grant for cause in addition to other remedies available.
- P. **SERVICE OF PROCESS:** The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
- Q. **NOTICE:** All notices under this grant agreement may be given by personal delivery, fax or e-mail (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

Aiken County
J. Clay Killian
1930 University Parkway
Aiken, SC 29801

DHEC
Jana White
2600 Bull Street
Columbia, SC 29201
1-800-768-7348
swgrants@dhec.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

- R. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.
- S. **THIRD PARTY BENEFICIARY:** This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.
- T. **INSOLVENCY, BANKRUPTCY, AND DISSOLUTION:** (a) Notice. The Grantee shall notify DHEC in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and

subject to immediate termination by DHEC upon the Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.

- U. **SEVERABILITY:** The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
- V. **WAIVER:** DHEC does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this grant. Any waiver must be in writing.
- W. **PLACE OF CONTRACTING.** This Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.
- X. **ATTACHMENTS/ADDENDA:** Any attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement.
- Y. **PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:**
DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from the DHEC's Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If the Grantee, Grantee's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

- Z. OTHER REPRESENTATIONS OF GRANTEE: The Grantee represents and warrants:
- (a) Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.
 - (b) Grantee's execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee.
 - (c) Grantee has no conflict of interest with its obligations under this Agreement.
 - (d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
 - (e) Grantee has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit ____.

AA. EQUIPMENT:

1. Equipment and/or supplies having a value of \$1,000.00 or greater will remain the property of the Grantee.
2. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of \$1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.
3. Equipment purchased is to be utilized for the full manufacturer's life expectancy and maintained per manufacturer's recommendations.

- BB. LICENSE/ACCREDITATION: The Grantee represents and warrants that the Grantee and Grantee's employees and/or agents to perform services under this agreement currently hold in gold standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this grant, and that the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. The Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this grant. The Grantee will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of the Grantee or Grantee's employees or agents providing or performing services under this grant.

CC. RECORDS RETENTION:

1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period, and shall be available for audit at any time such audit is deemed necessary by DHEC. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.
2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

DD. PROCUREMENT:

1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550.

The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.

2. Sole source justifications must conform with the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.
3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

EE. CONFLICT OF INTEREST:

Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

No DHEC employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
 - 1) Using his official position for private gain;
 - 2) Giving preferential treatment to any person;
 - 3) Losing complete independence or impartiality;
 - 4) Making an official decision outside official channels, or
 - 5) Affecting adversely the confidence of the public in the Integrity of the State government or the program.

FF. REIMBURSEMENTS TO DHEC: In the event Grantee fails to perform the services described herein and has previously received financial assistance from DHEC, Grantee shall reimburse DHEC to the full extent of payments made. However, if the services described herein are partially performed, and Grantee has previously received financial assistance from DHEC, Grantee shall proportionally reimburse DHEC for payments made.

GG. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to DHEC. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DHEC. Grantee shall execute without additional compensation any additional documents DHEC may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

- HH. IRAN DIVESTMENT ACT- CERTIFICATION. (a) The Iran Divestment Act List is a list published by the Budget & Control Board pursuant to S.C. Code Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at <http://procurement.sc.gov/PS/PS-irandivestment.phtm>. (b) By entering into this Agreement, Grantee certifies that, as of the execution and effective date of the Agreement, Grantee is not on the then-current version of the Iran Divestment Act List. This representation is a material inducement for DHEC to enter into this Agreement.
- II. IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS. (a) Grantee must notify the DHEC Contracts Manager immediately if, at any time during the Agreement term, Grantee is added to the Iran Divestment Act List established pursuant to S.C. Code Ann. Section 11-57-310. (b) Consistent with Section 11- 57-330(8), Grantee shall not contract with any person to perform a part of the services under this Agreement, if, at the time Grantee enters into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
- JJ. OPEN TRADE REPRESENTATION: The Grantee represents that the Grantee is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.
- KK. OPEN TRADE: During the agreement term, including any renewals or extensions, the Grantee will not engage in the boycott of a person or an entity based in doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.
- LL. OFFER AND ACCEPTANCE
The State of South Carolina, acting by and through the Department of Health and Environmental Control (DHEC), hereby offers assistance to the local government of Aiken County for all allowable costs incurred up to and not exceeding \$41,800.00.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (DHEC):


 Myra Reece
 Director of Environmental Affairs


 Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative, the financial representative and contact person must sign the grant instrument and return the original to the Office.)

J. Clay Killian
 Signature of Authorized Representative

 Date

Michael W. Treadaway
 Signature of Contact Person

 Date

Lynn Strom
 Signature of Financial Officer

 Date

Sponsor(s) : Development Committee
 Committee Referral : Development Committee
 Committee Consideration Date : June 20, 2017
 Committee Recommendation :
 Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Accept a Waste Tire Grant from South Carolina Department of Health and Environmental Control.)

WHEREAS:

1. The South Carolina Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling has awarded a Waste Tire Grant in the amount of \$11,250.00; and,
2. These funds will be used for equipment, public education/outreach, and professional development; and
3. This grant is based on reimbursement after the goods/services are received; and
4. County Council desires to accept this grant.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council authorizes the County Administrator to accept the grant from the South Carolina Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling for Waste Tire projects in Aiken County, and
2. Funds are to be placed in FY2018 expenditure accounts as follows:

\$5,500.00	in Capital Outlay, over \$5000
\$5,000.00	in Public Education
\$ 750.00	in Professional Development

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

 Tamara Sullivan, Council Clerk

 L. Andrew Siders, Chairman*

IMPACT STATEMENT: Net zero impact to the Solid Waste Fund as all expenditures are reimbursable.

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).



May 1, 2017

J. Clay Killian
Aiken County
1930 University Parkway
Aiken, SC 29801

Dear Mr. Killian,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Aiken County has been awarded a FY2018 Waste Tire Grant. Enclosed please find the original grant agreement.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, all items, other than contractor costs and professional development, must be requisitioned, purchased or procured by the end of the third quarter. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than October 1, 2017.**

To accept the offer of this award, please sign the original grant agreement and return the original to our office. You may not begin work under the terms of your grant until the office is in possession of the signed original grant agreement. The office will send you a notification when we receive the signed agreement.

Please send your signed original grant agreement to Jana White; DHEC Office of Solid Waste Reduction and Recycling; 2600 Bull St.; Columbia, SC 29201.

Congratulations on your award. Please call me at 803/898-1354 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

Stefanie Vandiver

cc: Michael Treadaway
Becky Dawes



May 1, 2017

J. Clay Killian
Aiken County
1930 University Parkway
Aiken, SC 29801

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Sincerely,

Stefanie Vandiver

cc: Michael Treadaway
Becky Dawes ✓



May 1, 2017

J. Clay Killian
Aiken County
1930 University Parkway
Aiken, SC 29801

Dear Mr. Killian,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Aiken County has been awarded a FY2018 Waste Tire Grant. Enclosed please find the original grant agreement.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, all items, other than contractor costs and professional development, must be requisitioned, purchased or procured by the end of the third quarter. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than October 1, 2017.**

To accept the offer of this award, please sign the original grant agreement and return the original to our office. You may not begin work under the terms of your grant until the office is in possession of the signed original grant agreement. The office will send you a notification when we receive the signed agreement.

Please send your signed original grant agreement to Jana White; DHEC Office of Solid Waste Reduction and Recycling; 2600 Bull St.; Columbia, SC 29201.

Congratulations on your award. Please call me at 803/898-1354 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

Stefanie Vandiver

cc: Michael Treadaway ✓
Becky Dawes



**WASTE TIRE/AUTOMOBILE DISMANTLER RECYCLING
GRANT AGREEMENT**

Section 44-96-170, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee:	Aiken County 1930 University Parkway Aiken, SC 29801
Grant Number:	02WT18
Grant Execution Date:	Date of the final signature on this grant agreement.
Grant Ending Date:	June 30, 2018
Grant Amount:	\$11,250.00
Authorized Representative:	J. Clay Killian
Phone Number:	(803) 642-2012
FAX Number:	
Contact Person:	Michael Treadaway 1930 University Parkway Aiken, SC 29801
Phone Number:	(803) 642-1533
FAX Number:	
Financial Officer:	Becky Dawes 1930 University Parkway Aiken, SC 29801
Phone Number:	(803) 642-1540
FAX Number:	

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The Department of Health and Environmental Control (DHEC), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for waste tire recycling projects approved for expenditure of funds under the Waste Tire Recycling Grant Program. The Waste Tire Recycling Grant Program is mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Aiken County submitted to the Office on February 24, 2017 an application for Waste Tire recycling funds.

A maximum of \$11,250.00 inclusive of all costs will be granted for this project to the government of Aiken County (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

Funds will be used for public education, professional development and for the construction of concrete pads to be used in the county's tire collection program.

Public education funds will be used for promotional activities to include design, printing, and distribution of materials. All expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. Approval requests must be submitted to the Office no later than October 1, 2017.

All purchases made under the scope of the grant, with the exception of contractor costs and professional development, must be requisitioned, purchased or procured no later than 90-days prior to the end of the grant, unless otherwise approved by the Office.

Funds will be used for professional development including travel to recycling conferences or trainings. All expenses related to travel or professional development other than DHEC sponsored recycling conferences or trainings must be specifically requested in writing and approved up to the limits described below by this Office prior to beginning the activity.

Local government staff will ensure that all materials collected in this program are recycled or reused. End markets and total annual tonnages for all materials collected as a result of this grant will be reported in the quarterly progress reports.

Budget:

Public Education	\$5,000.00
Professional Development	\$ 750.00
Other Direct Costs	\$5,500.00

C. EFFECTIVE DATES

The term of this grant is the date of the last signature through June 30, 2018. Grantees may apply for two 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. REPORTING REQUIREMENTS

1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2017 and the 15th of the month after each quarter ends thereafter.

Quarter	Dates	Quarterly Report Due
1	Start Date – Sept. 30	October 15
2	Oct. 1 – Dec. 31	January 15
3	Jan. 1 – Mar. 31	April 15
4	Apr. 1 – June 30	July 15

2. The Grantee shall submit an Annual Progress Report in accordance with the South Carolina Solid Waste Policy and Management Act of 1991 detailing the tonnages of recyclable materials recovered.
3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to DHEC.
4. The Grantee shall keep accurate records regarding the amount of materials recovered and recycled. The Grantee shall include this information in the progress reports.

E. PAYMENTS

1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient's approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office.
2. Reimbursement of the Grantee's travel expenses, including room and board, incurred in connection with the services under this grant agreement will be limited to the standard rates for State employee travel in effect during the period of this grant agreement and will be included within the maximum amount of the grant agreement.

[REFERENCE:<http://www.state.sc.us/dio/OIOTravelRegulations.htm>]

The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.qsa.gov>.

The Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

3. All final reimbursement requests must be made within 45 days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional

reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.

4. Reimbursements for contractor costs associated with the recycling of waste tires will be made on a per tire or per ton basis. Reimbursement requests must include verification of tonnage received by the approved tire recycling facility.
5. All grant funds must be maintained in a restricted account or separate general ledger.

E. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.
2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.
3. The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.
4. The Grantee shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
5. Obligations on any outstanding Waste Tire Grant must be fulfilled before any reimbursements are made on a new Waste Tire Grant unless otherwise approved by the Office.
6. All professional development must be pre-approved by the Office in order to qualify for reimbursement. The Professional Development Approval Form (travel) will be provided by the Office.
7. All signs and educational material must be pre-approved by the Office prior to production or printing. Draft signs and educational material must be submitted using the Promotional/Educational Approval Verification Form supplied by the Office. The Office reserves the right to deny reimbursement for any material that has not been pre-approved. Approval for activities described in the grant application does not constitute approval of specific educational materials.
8. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.
9. Grantee will ensure tires are accepted and fees assessed/waived in accordance with local policy and with the requirements of the S.C Solid Waste Policy and Management Act of 1991.
10. Counties and local governments must contract only with department-permitted and/or department-approved waste tire processing or recycling facilities, and must hire only waste

tire haulers who are registered with the Department of Health and Environmental Control. Counties and local governments that haul or process waste tires must obtain the appropriate DHEC permits and/or registration.

11. Contract terms must be defined completely. Grantees using grant funds to pay for recycling of waste tires are responsible for obtaining documentation from the contractor regarding the final disposition of those tires.

II. STANDARD TERMS AND CONDITIONS

- A. **MINORITY BUSINESS:** The Grantee must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.
- B. **SUBCONTRACTORS:** Grantee shall not subcontract any of the work or services covered by this grant without DHEC's prior written approval.
- C. **ASSIGNMENT:** The Grantee cannot assign or transfer the grant or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.
- D. **AMENDMENTS:** This grant may only be amended by written agreement of all parties, which must be executed in the same manner as the grant.
- E. **RECORDKEEPING, AUDITS, & INSPECTIONS:** The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the Grant period, and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow DHEC to inspect facilities and locations where activities under this grant are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Grant with no further obligation on the part of DHEC.

The Grantee must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

- F. **TERMINATION:**
 1. Either party may terminate the grant by providing thirty (30) days written notice of termination to the other party.
 2. DHEC funds for this grant are payable from State fees. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this grant, it shall terminate without any further obligation by DHEC upon written notice to the Grantee. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty

to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.

3. DHEC may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty days advance written notice. DHEC may, at its option, allow the Grantee a reasonable time to cure the default before termination.
 4. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.
- G. **NON-DISCRIMINATION:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
- H. **INSURANCE:** During the term of this grant, the Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and /or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide DHEC with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.
- I. **DRUG FREE WORKPLACE:** By signing this grant, the Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.
- J. **STANDARD OF CARE:** The Grantee will perform all services under this agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.
- K. **NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY:** Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires DHEC to indemnify, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.
- L. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in

connection with the performance of services under this grant agreement.

- M. **CHOICE OF LAW:** The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
- N. **DISPUTES:** All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Agreement, the Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by DHEC regarding the Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.
- O. **DEBARMENT:** The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering in this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the grant for cause in addition to other remedies available.
- P. **SERVICE OF PROCESS:** The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
- Q. **NOTICE:** All notices under this grant agreement may be given by personal delivery, fax or e-mail (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

Aiken County
J. Clay Killian
1930 University Parkway
Aiken, SC 29801

DHEC
Jana White
2600 Bull Street
Columbia, SC 29201
1-800-768-7348
swgrants@dhec.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

- R. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.
- S. **THIRD PARTY BENEFICIARY:** This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.
- T. **INSOLVENCY, BANKRUPTCY, AND DISSOLUTION:** (a) Notice. The Grantee shall notify DHEC in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and subject to immediate termination by DHEC upon the Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.
- U. **SEVERABILITY:** The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
- V. **WAIVER:** DHEC does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this grant. Any waiver must be in writing.
- W. **PLACE OF CONTRACTING.** This Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.
- X. **ATTACHMENTS/ADDENDA:** Any attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement.
- Y. **PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:**
DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC's policies and procedures regarding

false claims may be obtained from the DHEC's Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If the Grantee, Grantee's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

- Z. OTHER REPRESENTATIONS OF GRANTEE: The Grantee represents and warrants:
- (a) Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.
 - (b) Grantee's execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee.
 - (c) Grantee has no conflict of interest with its obligations under this Agreement.
 - (d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
 - (e) Grantee has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit ____.
- AA. EQUIPMENT:
- 1. Equipment and/or supplies having a value of \$1,000.00 or greater will remain the property of the Grantee.
 - 2. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of \$1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.
 - 3. Equipment purchased is to be utilized for the full manufacturer's life expectancy and maintained per manufacturer's recommendations.
- BB. LICENSE/ACCREDITATION: The Grantee represents and warrants that the Grantee and Grantee's employees and/or agents to perform services under this agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this grant, and that the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. The Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this grant. The Grantee will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of the Grantee or Grantee's employees or agents providing or performing services under this grant.

CC. RECORDS RETENTION:

1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period, and shall be available for audit at any time such audit is deemed necessary by DHEC. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.
2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

DD. PROCUREMENT:

1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.
2. Sole source justifications must conform with the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.
3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

EE. CONFLICT OF INTEREST:

Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

No DHEC employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
 - 1) Using his official position for private gain;
 - 2) Giving preferential treatment to any person;
 - 3) Losing complete independence or impartiality;
 - 4) Making an official decision outside official channels, or
 - 5) Affecting adversely the confidence of the public in the Integrity of the State government or the program.

- FF. REIMBURSEMENTS TO DHEC: In the event Grantee fails to perform the services described herein and has previously received financial assistance from DHEC, Grantee shall reimburse DHEC to the full extent of payments made. However, if the services described herein are partially performed, and Grantee has previously received financial assistance from DHEC, Grantee shall proportionally reimburse DHEC for payments made.
- GG. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to DHEC. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DHEC. Grantee shall execute without additional compensation any additional documents DHEC may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.
- HH. IRAN DIVESTMENT ACT- CERTIFICATION. (a) The Iran Divestment Act List is a list published by the Budget & Control Board pursuant to S.C. Code Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at <http://procurement.sc.gov/PS/PS-irandivestment.phtm>. (b) By entering into this Agreement, Grantee certifies that, as of the execution and effective date of the Agreement, Grantee is not on the then-current version of the Iran Divestment Act List. This representation is a material inducement for DHEC to enter into this Agreement.
- II. IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS. (a) Grantee must notify the DHEC Contracts Manager immediately if, at any time during the Agreement term, Grantee is added to the Iran Divestment Act List established pursuant to S.C. Code Ann. Section 11-57-310. (b) Consistent with Section 11- 57-330(8), Grantee shall not contract with any person to perform a part of the services under this Agreement, if, at the time Grantee enters into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
- JJ. OPEN TRADE REPRESENTATION: The Grantee represents that the Grantee is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.
- KK. OPEN TRADE: During the agreement term, including any renewals or extensions, the Grantee will not engage in the boycott of a person or an entity based in doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.

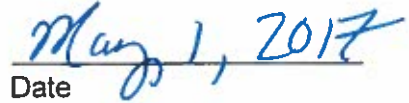
LL. OFFER AND ACCEPTANCE

The State of South Carolina, acting by and through the Department of Health and Environmental Control (DHEC), hereby offers assistance to the local government of Aiken County for all allowable costs incurred up to and not exceeding \$11,250.00.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (DHEC):



Myra Reece
Director of Environmental Affairs



Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative, the financial representative and contact person must sign the grant instrument and return the original to the Office.)

J. Clay Killian

Signature of Authorized Representative

Date

Michael W. Treadaway

Signature of Contact Person

Date

Lynn Strom

Signature of Financial Officer

Date

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : June 20, 2017
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Authorize the Council Chairman to Enter into an Agreement with ATC Site Construction for Sales Tax III Resurfacing Phase II.)

WHEREAS:

1. The Procurement Department notified forty-seven (47) registered and suggested vendors of the opportunity to submit a bid for Sales Tax III Resurfacing Phase II; and
2. The bid was advertised in SBCO on May 18, 2017; and
3. Bids were received from three (3) vendors on or before the closing time of 3:00 p.m. on June 8, 2017; and
4. The bid package was forwarded to the County Engineer for review and evaluation; and
5. It is the recommendation of the County Engineer that the bid be awarded to ATC Site Construction.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Council Chairman is authorized to enter into an agreement with ATC Site Construction.
2. Execution of this agreement is contingent upon review by the County Attorney as to form and content.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

IMPACT STATEMENT: Funds available through Sales Tax III for \$620,080.00

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

17-18-B Sales Tax III Resurfacing Phase II
 Becky Dawes and Sharon Lyles
 June 8, 2017 @ 3:00 p.m.

Description	Quantity	Unit	Satterfield Construction Co., Inc		Reeves Construction Company		ATC Site Construction	
			each	total	each	total	each	total
Mobilization, Bonds Construction Signage, Traffic Control	1	LS	\$50,000.00	\$50,000.00	\$180,330.00	\$180,330.00	\$25,100.00	\$25,100.00
Clean and Broom Roadway, Overlay roadway & raised edge with SC Type C, Dress edge with existing spoil	59,000	SY	\$8.25	\$486,750.00	\$7.75	\$457,250.00	\$7.38	\$435,420.00
Clean and Broom Driveways, Tack emulsified asphalt & overlay existing asphalt drives to right-of-way, Dress edge with existing spoil	700	SY	\$15.00	\$10,500.00	\$36.25	\$25,375.00	\$16.00	\$11,200.00
Provide topsoil material as needed for backfilling along raised edge	200	CY	\$30.00	\$6,000.00	\$105.75	\$21,150.00	\$20.00	\$4,000.00
Seal & level existing asphalt surface with SC Type D asphalt	300	Tons	\$115.00	\$34,500.00	\$140.00	\$42,000.00	\$91.00	\$27,300.00
Various depth asphalt milling as needed	1,300	SY	\$8.00	\$10,400.00	\$22.55	\$29,315.00	\$3.00	\$3,900.00
Patching 2" compacted SC Type C asphalt & 4" GAB compacted 100% subgrade compacted to 100%	3,000	SY	\$28.00	\$84,000.00	\$58.75	\$176,250.00	\$32.00	\$96,000.00
Restripe 2" wide existing stop bar	27	LF	\$100.00	\$2,700.00	\$100.00	\$2,700.00	\$80.00	\$2,160.00
4" PVC French drain	1,000	LF	\$20.00	\$20,000.00	\$36.00	\$36,000.00	\$15.00	\$15,000.00
Total Bid				\$704,850.00		\$970,370.00		\$620,080.00
* With Local Preference				\$710,850.00		\$976,370.00		\$626,080.00

Forty-Seven (47) suggested and registered vendors were notified of the opportunity to submit a bid. Three (3) were received.
 The bid was advertised in SCBO May 18, 2017. *Local preference may apply. Sales tax III Project.

Recommendation of County Engineer: ATC site construction #620,080.00 Act 413-3601-431.30-45
 Joe Berry

Signature: Joseph C. Berry Date: 6-12-17

Approval/Disapproval or County Administrator: Recommend award to ATC site construction
 Clay Killian

for \$620,080.00

Clay Killian
 6/14/17

AIKEN CONCRETE FINISHING
191 LAKE SHORE DR
AIKEN SC 29801

ATC SITE CONSTRUCTION LLC
PO BOX 7054
NORTH AUGUSTA SC 29861

B&K GRADING AND PAVING LLC
103 MAIN ST S
NEW ELLENTON SC 29809

BEAM'S CONTRACTING INC
15030 ATOMIC RD
BEECH ISLAND SC 29842

BLAIR CONSTRUCTION INC
PO BOX 770
EVANS GA 30809

C & H PAVING INC
167 KNOX RIVERS RD
THOMSON GA 30824

CARNES CONSTRUCTION CO INC
PO BOX 1381
GAINESVILLE GA 30503

CARNES SOUTH CAROLINA INC
PO BOX 1381
GAINESVILLE GA 30503

CAROLINA PAVEMENT MARKINGS INC
PO BOX 68
CONWAY SC 29528

CHARLIE PRICE PAVING CO INC
563 WISE FERRY RD
LEXINGTON SC 29072

CLARENCE POPE
1933 ALAN AVE
AIKEN SC 29801

CONSTRUCTION PERFECTED INC
587 CHERRY AVE
NORTH AUGUSTA SC 29841

EAGLE CONSTRUCTION CO INC
PO BOX 132
NEWBERRY SC 29108

ERYCSON CONSTRUCTION CO INC
477 SOUTH OLD BELAIR RD
GROVETOWN GA 30813

FULL CIRCLE AGGREGATES LLC
581 RAINBOW FALLS RD
GRANITEVILLE SC 29829

GARY L MCELMURRAY CONSTRUCTION
181 OLD JACKSON HWY
BEECH ISLAND SC 29842

GENE RAY FULMER CONSTRUCTION C
1356 OLD FOUR NOTCH RD
RIDGE SPRING SC 29129

GREEN EARTH PARTNERS CORP
204 DAVIS ROAD
PELZER SC 29669

HAMILTON PAVING LLC
65 BENT CREEK
JOHNSTON SC 29832

HBC INC
951 DOUGHERTY RD
AIKEN SC 29803

INFRASTRUCTURE CONSULTING & EN
1021 BRIARGATE CIRCLE
COLUMBIA SC 29210

INTEGRATED PROPERTY CONTRACTOR
418 WEST FIVE NOTCH RD
NORTH AUGUSTA SC 29841

J & H GRADING & PAVING LLC
1579 EDGEFIELD HWY
AIKEN SC 29801

J C WILKIE CONSTRUCTION LLC
PO BOX 1350
LEXINGTON SC 29071

J D GASKINS CONSTRUCTION
939 DOUGHERTY RD
AIKEN SC 29804

J E STEWART BUILDERS INC
237 CHESTERFIELD ST N
AIKEN SC 29801

LAWRENCE CONSTRUCTION SERVICES
4504 HWY 25 S
GREENWOOD SC 29646

MEALING CONSTRUCTION
777 CELESTE AVE
NORTH AUGUSTA SC 29841

MILLER GROUP INC, THE
1715 NOLAN CT
MORROW GA 30260

NORMAN CONSTRUCTION CORP
3544 MCCORMICK HWY
GREENWOOD SC 29646

PAVE-WAY OF AUGUSTA INC
306 SILVER BLUFF RD
AIKEN SC 29803

PEEK SERVICE CO LLC
PO BOX 7337
COLUMBUS GA 31908

PREMIER CONSTRUCTION CO INC
PO BOX 211063
COLUMBIA SC 29221

R D BROWN CONTRACTORS INC
PO BOX 6535
NORTH AUGUSTA SC 29861

REEVES CONSTRUCTION CO
1 APAC INDUSTRIAL WAY
AUGUSTA GA 30907

RICHARDSON CONSTRUCTION
PO BOX 3506
COLUMBIA SC 29230

RICKY'S CLEARING & GRADING LLC
357 BLACKBIRD RD
WAGENER SC 29164

SATTERFIELD CONSTRUCTION CO IN
PO BOX 279
GREENWOOD SC 29648

SEACO ASPHALT EMULSIONS
1119 AIRPORT BLVD
COLUMBIA SC 29205

SHARON CO INC, THE
PO BOX 1366
LEXINGTON SC 29071

SITEC LLC
217 FAIRFIELD ST NE
AIKEN SC 29801

SOUTHERN GRADING
181 OLD JACKSON HWY
BEECH ISLAND SC 29842

SOX & SONS CONSTRUCTION CO INC
PO BOX 3875
WEST COLUMBIA SC 29171

THRELKO INC
PO BOX 298
NINETY SIX SC 29666

TROTTER SITE PREPARATION INC
324 NORTHWOOD DR
AIKEN SC 29803

TT AND S CONTRACTING LLC
5051 WATERWAY CT
WARRENVILLE SC 29851

W M DICKS GENERAL CONTRACTORS
920 HERNDON DAIRY RD
BEECH ISLAND SC 29842

Sponsor(s) : Feagin
Committee Referral : Development Committee
Committee Consideration Date : June 20, 2017
Committee Recommendation :
Effective Date :

REVISED RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Accept a Deed of Dedication for an Extension of Country Glen Avenue (C-2597), a portion of Grayson Drive (C-2831), and a portion of Fordham Drive (C-2866) in Gregg's Mill at Horse Creek Section Four-B Subdivision Located in Council District 3.)

WHEREAS:

1. Beazley Development Co., Inc., the developer, has completed construction of Gregg's Mill at Horse Creek Section Four-B Subdivision which contains 12 lots located in County Council District 3 and wishes to dedicate an extension of Country Glen Avenue (C-2597), a portion of Grayson Drive (C-2831), and a portion of Fordham Drive (C-2866) to Aiken County; and
2. Said developer has provided a Deed and Certificate of Title for the roads; and
3. The Deed shall not be recorded until the County Attorney issues a final written approval of the deed and all related documents; and
4. This Resolution replaces and supersedes Resolution 17-05-82 adopted on May 17, 2017.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council hereby accepts the deed of dedication for an extension of Country Glen Avenue (C-2597), a portion of Grayson Drive (C-2831), and a portion of Fordham Drive (C-2866) as shown on the final plat of Gregg's Mill at Horse Creek Section Four-B Subdivision to be recorded with the Aiken County RMC office subject to the final written approval of the County Attorney.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

Sponsor(s) : Napier
Committee Referral : Development Committee
Committee Consideration Date : June 20, 2017
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Accept a Deed of Dedication for Cozy Knoll (C-2859) and Almond Drive (C-2865) in The Bluff at Flat Rock at Sage Creek Subdivision Located in Council District 6.)

WHEREAS:

1. Sage Mill Residential, Ltd. the developer, has completed construction of The Bluff at Flat Rock at Sage Creek Subdivision which contains 38 lots located in County Council District 6 and wishes to dedicate Cozy Knoll (C-2859) and Almond Drive (C-2865) to Aiken County; and
2. Said developer has provided a Deed and Certificate of Title for the roads; and
3. The Deed shall not be recorded until the County Attorney issues a final written approval of the deed and all related documents.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council hereby accepts the deed of dedication for Cozy Knoll (C-2859), as shown on the final plat of The Bluff at Flat Rock at Sage Creek Subdivision to be recorded with the Aiken County RMC office subject to the final written approval of the County Attorney.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : June 20, 2017
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(Expressing Support to the United States Army Corps of Engineers for the Preservation of the Pool Created by of the New Savannah Bluff Lock and Dam at Current Levels and for the Repair and Rehabilitation of the Structure.)

WHEREAS:

1. Aiken County, particularly the area along the Savannah River, has long depended on the pool created by the New Savannah Bluff Lock and Dam (NSBL&D) for drinking water, recreational use, industrial development; property development and wastewater discharge; and,
2. The NSBL&D has reached the stage that it needs substantial repair and rehabilitation and under the Water Infrastructure Improvements for the Nation (WIIN) Act, the primary objectives for the United States Corps of Engineers are to design and construct a structure that will maintain the pool for water supply, recreation activities and, possibly, navigation and to not increase flood risks in downtown Augusta and North Augusta; and,
3. It is recognized that NSBL&D was not built as a flood control structure, but certain changes could adversely impact properties along the pool or other users of the impoundment by either increasing the risk of flooding in downtown North Augusta and Augusta, lowering the pool to an unacceptable level or both; and,
4. Alternative designs have been discussed, including a fixed elevation weir without the ability to effectively control water levels, which provides a major area of concern for Aiken County; and ,
5. The Savannah Harbor Expansion Project (SHEP) includes funding for passage at the NSBL&D for endangered fish in the river, and some funding for repair or replacement of the NSLB&D; and,
6. Many years of inaction on this project has resulted in further deterioration of the structure, increasing the risk of the loss of the pool, an event that would be devastating to the economies of communities on both sides of the Savannah River; and,
7. Aiken County Council wishes to encourage prudent and expeditious action by the United States Army Corps of Engineers to repair and rehabilitate the NSBL&D in a fashion that best meets the needs of our community.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council requests the United States Army Corps of Engineers develop a fully funded plan for the repair and rehabilitation of the New Savannah Bluff Lock and Dam, including the passage for endangered species, which preserves the pool created by the structure at current levels and does not increase flood risks in downtown North Augusta and Augusta.
2. Aiken County Council encourages that the resulting project plan be developed and executed in a fashion consistent with the goals of the SHEP project and timeframe.

(SIGNATURE PAGE TO FOLLOW)

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

IMPACT STATEMENT:

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

Sponsor(s) : Judicial and Public Safety Committee
 Committee Referral : Judicial and Public Safety Committee
 Committee Consideration Date : May 16, 2017 & June 20, 2017
 Committee Recommendation :
 Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Authorize the County Administrator to Request of the South Carolina Department of Transportation the Closure of Certain State-maintained Roadways to Accommodate the IRONMAN 70.3 Augusta Triathlon Event on September 24, 2017.)

WHEREAS:

1. Aiken County Council has received a request from the Augusta Sports Council for assistance with the ninth annual IRONMAN 70.3 Augusta Triathlon event; and,
2. The triathlon is being held on Sunday, September 24, 2017, with the cycling portion of the event being conducted largely on state and county roads in Aiken County; and,
3. The Augusta Sports Council, the organizer of the event, has requested that certain roads be closed for a period of time on Sunday morning, a map of which is attached, to provide for the safety of the cyclists participating in the event; and,
4. South Carolina Department of Transportation now only considers requests for road closures from the governing body of a jurisdiction and no other entities; and,
5. County Council desires to accommodate this event.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council does hereby authorize and the direct the County Administrator to request the closure of certain state-maintained roadways in Aiken County to allow for the safe conduct of the bicycle portion of the ninth annual IRONMAN 70.3 Augusta Triathlon.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

 Tamara Sullivan, Council Clerk

 L. Andrew Siders, Chairman*

IMPACT STATEMENT:

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).



P.O. Box 1331 Augusta, GA 30903 • 1450 Greene Street, Suite 110, Augusta, GA 30901 Tel: 706.722.8326 Fax: 706.823.6609

May 2, 2017

J. Clay Killian, County Administrator
Aiken County Government Center
1930 University Parkway, Suite 3100
Aiken, SC 29801

Dear Mr. Killian,

The 9th annual IRONMAN® 70.3® Augusta triathlon is being held on Sunday, September 24, 2017 in Augusta, Georgia and throughout Aiken County, South Carolina. On behalf of the Augusta Sports Council, please find the attached overview of the cycling event throughout Aiken County including the cities of Beech Island, New Ellenton and Jackson. The event is being held in cooperation with the City of Augusta, as well as numerous federal, state and local agencies. It is my understanding your departments will work with the above cities to get permission for race organizers to utilize local and state routes for the race courses.

The race logistics will remain exactly the same as in previous years. We are expecting approximately 3,600 athletes from throughout the US and numerous foreign countries. The race begins at 7:00am and ends around 5:00pm with race preparations being constructed on Friday and Saturday. The cycling portion of the race should start around 8:00am and the course should be clear by 2:00pm. The Race Overview, Course Map and the Event Timeline have been attached for your information.

If you have any questions or concerns regarding the race, please do not hesitate to contact myself or Patrick Regan, patrick@augustasportsCouncil.org. We greatly appreciate all of the support Aiken County has provided for the race in the past and look forward to their continued support this year. The success of the event is directly attributed to the numerous partners and agencies working together to enhance the quality of life for all of our citizens. Again, thank you for all the assistance Aiken County provides.

Kindest regards,

Stacie Adkins, CEO
Augusta Sports Council
stacie@augustasportsCouncil.org



2017 Augusta Sports Council Community Awareness Plan

Event Background: This is the 9th year of the IRONMAN® 70.3® Augusta and it is still the largest half IRONMAN® in North America with 3,500+ registered athletes. The event takes place the last Sunday of September, this year falling on September 24th. The Community Awareness plan’s focus will be to improve communication with residents and businesses in Richmond and Aiken Counties regarding the event and the benefits received to the entire region.

2017 Objectives:

1. To increase communication regarding route awareness to residents, businesses, and churches on the route and/or near impacted roads to continue to ensure the safety of both athletes, residents, volunteers and race staff on race day.
2. Update and promote the schedule of community events/activities for visitors and athletes to take advantage of during race week to add to the event’s economic impact and help increase the athlete satisfaction to 97% and/or Top 10 ranking in the world.
3. Track the event’s economic impact in surrounding counties. (ie, hotel nights)
4. Continue to promote the IRONKIDS event in all surrounding counties. Increase from 200 registered children in 2016.

TIMELINE

1. To increase communication regarding route awareness to residents/businesses/churches on the route and/or near impacted roads to continue to ensure the safety of both athletes, residents, volunteers and race staff on race day.

- **ACTION:** Collaborate with Aiken and Augusta Tourism Departments and Chambers on communicating with residents and businesses about the event and route awareness through social media, local media, print media, and specific community outlets.
 - Determine baseline metric of Aiken County resident businesses/residents awareness and interest to promote businesses in county.
 - Determine main locations of complaints

TASK	WHO	DUE	DONE	NOTES
Communicate and work with Aiken Co. Tourism on how they track economic impact #s for events/accommodations reporting	SA/PR	5/15	ongoing	
“Save the Date” postcard to all churches along the bike route about event awareness and letting them know about the event	SA	6/1		
Send 2 nd letter to all churches with the event schedule	SA	8/15		

Identify problem areas	SA	8/5	Graniteville / Beech Island
Identify any municipalities who send monthly mail-outs (water bill, etc)	SA/PR	7/15	
Attend Aiken Council meeting	SA		
Send out event awareness survey		8/8	
Send a Letter to the Editor to the Aiken Standard for awareness	SA		
Place an ad in the Aiken Standard, Augusta Chronicle, Metro the week prior for awareness	SA/CP		
Send 3 rd letter to all churches	SA	9/10	
Mail Map & Event details to citizens along route – GIS	PR/CP	9/10	
Notify Unisys, Kimberly Clark, pactiv, & Sprint @Old Jackson	SA	9/10	
Set-up Road/Traffic signs about upcoming event	PR		
WAGT / WRDW TV Ads	SA		
Request an E-911 call for targeted areas	PR/SA		
Contact Police to identify possible trouble areas along route	PR	9/10	
Assign Volunteers to monitor identified trouble areas	PR/MN	9/24	

Additional ideas-

- IRONMAN Cookie Initiative to Churches (Cyclists deliver)
- Ask AJ for money for PR initiatives
 - **ACTION:** Set-up booth during Community Events and promote volunteer needs/affected roads/schedule of events.
 - Lead: MN/CP
August ?? - Tri Georgia Camp Welcome Dinner
August ??- Fort Gordon Community Fair
 - **Target completion date: September 12, 2017**

TASK	WHO	DUE	DONE	NOTES
Schedule community events to participate in for the months of August-September	MN	7/28		
Schedule social media posts on IRONMAN race page and share with Aiken Tourism for their FB page	MN/CP	ongoing		

- **ACTION:** Contact local businesses that have marquee signs to put up welcome signs with the help of Augusta & Aiken Chamber through Augusta CVB (Servicing) and Aiken Tourism Department.
 - Lead: CP/PR
 - Create and update a Spectator Guide
 - **Target completion date: August 31, 2017**

TASK	WHO	DUE	NOTES
Have event information included in monthly Chamber member emails for Richmond and Aiken Counties	SA	8/31	
Contact Lauren Smith about putting up a welcome sign at airport		8/31	
Email area businesses for "welcome" on marquee signs	SA	8/31	

2. Organize a schedule of community events/activities for visitors/athletes to take advantage of during race week which will add to the event's economic impact and help increase the athlete satisfaction to 97%.

- **ACTION:** Gather race week events/specials and request to put up event poster in store fronts with ACVB (Servicing)/Aiken County Tourism Department assistance to include in athlete guide emails pending approval.

Target completion date: August 8, 2017

TASK	WHO	DUE	DONE	NOTES
Get complete list of Downtown restaurants and surrounding local restaurants from Augusta and Aiken for mailing	ACVB/ASC	8/13		
Create information packet for each business	CP	8/11		
Update current event week flyer	ACVB/CP	8/18		
Send Event Week information sheet to AJ to have added to Athlete Email	MN/ CP	8/29		
Send thank you letter to businesses with post event economic impact info	CP	9/28		

- **ACTION:** Create and post flyers/posters about event to put in downtown restaurants.
 - Lead: CP
 - Size: (50) 11X17
 - Printing Costs:
 - **Target completion date: August 31, 2017**

TASK	WHO	DUE	DONE	NOTES
Request poster/images from IRONMAN	CP	8/5		
Create event poster	ASC	8/20		
Get 3 printing quotes	CP	8/20		
Have posters printed and ready for distribution	ALL	8/31		

3. Track the event's economic impact in surrounding counties with the help of Tourism Departments and DOS. (ie, hotel nights)

Lead: MN

- **Target completion date: September 24, 2017**

TASK	WHO	DUE	DONE	NOTES
Work with Augusta CVB / Aiken CVB	SA			

4. Promote IRONKIDS event in Richmond, Columbia, Burke, McDuffie and Aiken counties.

- Lead: MN
- **Target completion date: September 9, 2017**

<u>TASK</u>	<u>WHO</u>	<u>DUE</u>	<u>DONE</u>	<u>NOTES</u>
Request information from IRONMAN	MN	8/1		
Send information to Superintendents, The Family Y, Salvation Army, Fort Gordon, Aiken, Columbia & Richmond County Schools, and private schools when school starts back	MN	8/15		
Follow up with contacted groups	MN	9/9		
Send thank you email with event report	MN	10/3		
Post on all social outlets	MN/CP			



Event Timeline:

Thursday, September 21

Final All Agency Meeting at 2:00pm at the Augusta Marriott at the Convention Center – Two Tenth Street in the 2nd Floor Pre-function Area overlooking the Exhibit Hall

Friday, September 22

Evening Broad Street (westbound in front of the Augusta Common) closed between 8th Street and 9th Street
 All Day Finish line and Augusta Common build out with truss and tents
 12:00-7:00pm Athlete Check-In/Ironman Village at the Augusta Marriott at the Convention Center

Saturday, September 23

7:30-8:30am IRONKIDS Race Registration
 9:00am IRONKIDS Race
 10:00am Water Safety Meeting – Augusta Marriott 2nd Floor Pre-function Area
 9:00-4:00pm Athlete Check-In/Ironman Village at the Augusta Marriott
 10:00–5:00pm Bike Check-In – Transition Area at the Boathouse – 101 Riverfront Drive
 11:30am Race Officials/Motorcycle Support Meeting – Augusta Marriott 2nd Floor Pre-function Area
 1:30pm PRO Meeting - Augusta Marriott 2nd Floor Pre-function Area

Sunday, September 24 (*times are approximate)

4:45–7:00am Athlete Shuttles begin to Transition and Swim Start from Augusta Marriott Suites on 9th Street
 5:00am Transition Area Open
 5:15am Soldiers picked up from Fort Gordon (Bike course marshals)
 6:00am Trains Stopped – Norfolk Southern
 6:15am Bike Course marshals begin deployment
 6:30am 5th Street Bridge closes – North Augusta Public Safety – reopens at 10:00am
 7:00am Opening Ceremonies at 5th Street Marina
7:30am SWIM START - first wave of swimmers begins at the 5th Street Marina - 4 minute waves
 7:50am* First swimmers out of water
 7:55am* First riders on Bike Course
9:10am* START time of last wave of swimmer
 9:55am* First riders finish Bike Course
 9:58am* First runner on the Run Course
10:20am Swim Course CUT OFF time
 11:15am* Finish time of race winner
 1:00–6:00pm Afternoon Athlete Shuttle from Marriott to Transition
2:00pm Intermediate Bike Course CUT OFF time – at Aid Station #3
2:40pm Bike Course CUT OFF time
 4:00pm Awards Ceremony
4:20pm Intermediate Run Course CUT OFF time at Aid Station #7 (Reynolds St./East Boundary before 2nd lap)
5:40pm Run Course CUT OFF time



Date: Sunday, September 24, 2017

Athlete Participation: 3,600 registered athletes

Event Host: The IRONMAN® 70.3® Augusta is owned and managed by the World Triathlon Corporation

Race Director: A.J. Sills

Local Organizing Committee: Coordinated by the Augusta Sports Council – Stacie Adkins – CEO

Augusta Sports Council Staff: Patrick Regan (Event Manager), Michelle Naval (Community Affairs), Chloe Parker (Marketing)

South Carolina Cycling Overview

The IRONMAN® 70.3® Augusta will be held on **Sunday, September 24, 2017**. The race is a 70.3-mile triathlon, beginning at 7:30am with a 1.2-mile swim in the Savannah River, transitioning to a 56-mile cycling leg from Augusta through Aiken County, then retuning back into downtown Augusta. The race will finish with a 13.1-mile run through downtown Augusta. The race is anticipated to be over by 6:00pm. The cycling race portion of the race in South Carolina should run from approximately 8:00am until 2:00pm. A timeline is featured below with the cyclist anticipated times.

Cycling Route

The transition area from swimming to cycling will take place at The Boathouse at 101 Riverfront Drive in Augusta. The first competitors should be on the cycling route by 8:00 am. Cyclists will go through the levee onto East Boundary. From East Boundary the cyclists will turn left on Sand Bar Ferry (SR-28). The cyclists will proceed into South Carolina. **(Please see attached Course Maps)**

After completing a circuit through Aiken County, the cyclists will return to Augusta via Sand Bar Ferry. The cyclists will turn right on Prep Phillips Drive and proceed to the transition area. Organizers anticipate the cycling route being clear of competitors by 2:00pm.

The cycling route will not be closed to traffic. All major intersections will be controlled by law enforcement in order to let the competitors proceed. Side streets and “hot spots” (driveways/parking lots) will be monitored by soldiers from Fort Gordon.

In order to minimize traffic issues, electronic message boards will be placed in highly visible locations several days prior to the race. A mailing to residences and businesses along the route will be mailed prior to the event. Addresses were secured through the GIS department with the Aiken County Government. Media announcements with the route and traffic plan information are being submitted to local media, including the *Aiken Standard*.

When the final competitor passes through each section of the route, law enforcement will open the roads as an ambulance and event production truck will follow the last cyclist to the finish line. Volunteers will be picked up along the route as the race concludes.

Estimated Destination Time Chart

<u>Location</u>	<u>First Cyclists</u>	<u>Last Cyclists</u>	<u>Course Clear</u>
Old Jackson Hwy/Hwy 125 (mile 16.3)	8:45am	11:00am	11:30am
New Ellenton/SR-19 (mile 24.2)	9:00am	11:30am	Noon
SC-302/Silver Bluff Rd (mile 34.5)	9:20am	12:10am	12:20pm
Pine Log/SC 125 (mile 46.6)	9:45am	12:45pm	1:00pm
Beech Island (mile 51.2)	10:00am	1:00pm	1:15pm

BIKE COURSE:

- WTC Bike Course Director - TBD
- Bike Course Head Referee – Marty Fuchs 954-646-5040
- Motorcycle/Race Official’s support – Christian Motorcycle Association – Kelly Newsome

Law Enforcement/Traffic Control:

- Richmond County Sheriff’s Office - GA
- Aiken County Sheriff’s Office - SC
- Jackson Police Department – SC
- New Ellenton Police Department - SC
- North Augusta Police Department – SC

Medical/Emergency Support:

- Gold Cross EMS Ambulances – 2 ea. – Aiken County EMS on notice
- 1 at Aid Station #1 then goes to Pine Log Road/Aid Station #3 area
- 1 at Aid Station #2 then follows last cyclist back to Transition
- LifeNet Air Transport – on standby

Event Support:

- Richmond County Sheriff’s Office – Lt. JR Compton (Security) and Sgt. Mark Chestang (Traffic)
- Aiken County Sheriff’s Office – Sgt. Jessica Abdullah
- New Ellenton Police Department – Chief Alesia Parks
- Jackson Police Department – Chief Dennis Rushton
- Augusta Fire Department – Special Operations– Chief Wayne Taylor
- Race Command Center – located in the Events Center at the Augusta Common
- Medical Coordinator – AU Health Sports Medicine - Tim McLane
- WTC Medical/Communications - Wayne Micek
- Ambulance Support – Gold Cross EMA – John Smith
- LifeNet Air Transport – Helicopter on standby

BIKE COURSE

- 56 Miles
- 1 Loop
- Augusta, Georgia

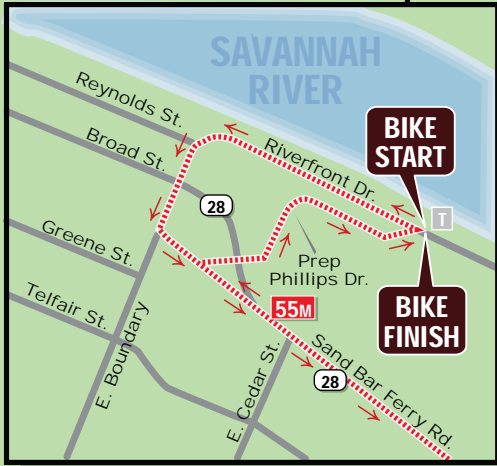
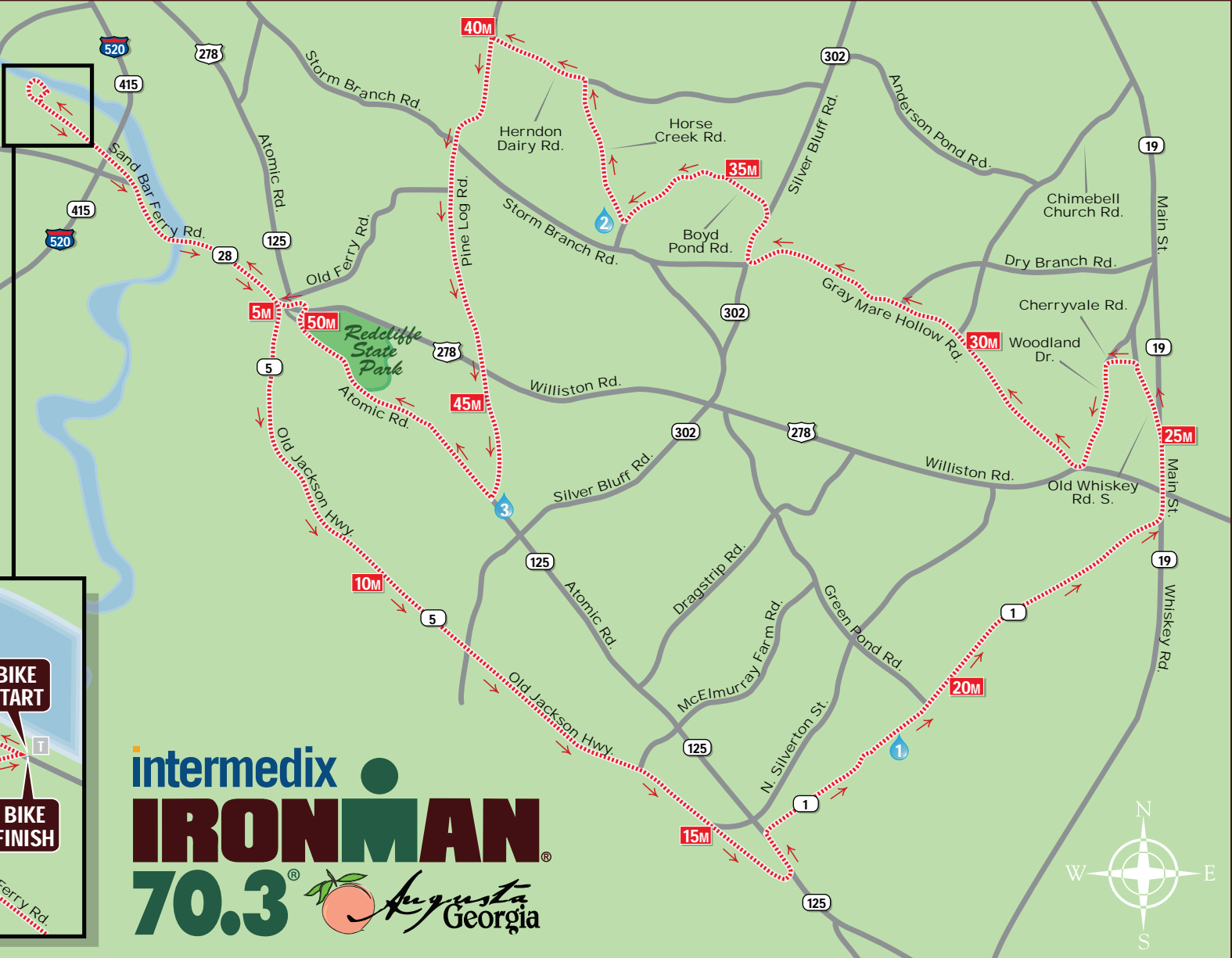
MM MILE MARKERS

1 AID STATIONS

T TRANSITION AREA

TURN BY TURNS

- Exit out of transition on Riverfront Drive and turn left on East Boundary Road
- Turn left on Sand Bar Ferry Road
- Turn right on to Old Jackson Highway (into South Carolina)
- Follow Old Jackson Highway until the end and then turn left on to Atomic Road/Highway 125
- Turn right on to Highway 19 until you reach Highway 19
- Turn left on to Highway 19/Whiskey Road
- Turn left off of Highway 19 on to Old Whiskey Road South and continue until turning left on Cherryvale Road
- Make a quick left on to Woodland Drive
- Continue on Woodland Drive to Gray Mare Hollow Road and turn right
- Turn right at Highway 302/Silver Bluff Road
- Turn left on Boyd Pond Road
- Turn right on to Horse Creek Road
- Turn left on Herndon Dairy Road
- Turn left on Pine Log Road
- Ride on Pine Log Road until you return to Atomic Road where you will turn right
- While on Atomic Road, take the off ramp on right to Sand Bar Ferry Road
- Turn right on Prep Phillips Drive towards transition



intermedix
IRONMAN
 70.3[®] Augusta Georgia

Sponsor(s) : Judicial and Public Safety Committee
Committee Referral : Judicial and Public Safety Committee
Committee Consideration Date : June 20, 2017
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Authorize the Council Chairman to Enter into an Agreement with J D Gaskins Construction, Inc. for an Isolation Pod at the Aiken County Animal Shelter.)

WHEREAS:

1. The Procurement Department notified twenty (20) registered and suggested vendors of the opportunity to submit a bid for an Isolation Pod at the Aiken County Animal Shelter; and
2. The bid was advertised on the Aiken County website April 28, 2017; and
3. Bids were received from two (2) vendors on or before the closing time of 3:00 p.m. on May 23, 2017; and
4. The bid package was forwarded to the Code Enforcement Director for review and evaluation; and
5. It is the recommendation of the Code Enforcement Director that the bid be awarded to J D Gaskins Construction, Inc.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Council Chairman is authorized to enter into an agreement with J D Gaskins Construction, Inc. for the construction of an isolation pod at the Aiken County Animal Shelter according to the approved plans, drawings, and specifications.
2. Execution of this agreement is contingent upon review by the County Attorney as to form and content.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

IMPACT STATEMENT: Funds are available from a grant through FOTAS for \$193,600.00. The bid price is \$174,275. Any funds that are not used for the isolation pod will be returned to FOTAS.

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).



Remembering the Past, Preparing for the Future

Becky Dawes
Procurement Director

To: Paige Bayne, Code Enforcement Director
From: Sharon Lyles, Chief Buyer
Re: Bid 17-16-B, Isolation Pod
Date: May 23, 2017

Twenty (20) registered and suggested vendors were notified of the opportunity to submit a bid for 17-16-B, Isolation Pod. Two were received. Both vendors attended the mandatory pre-bid meeting on May 10, 2017. The bid was advertised on the Aiken County website April 28, 2017.
*Local Preference may apply.

J D Gaskins Construction, Inc. Julia Spires PO Box 5717 Aiken SC 29804 w/o Local Preference \$174,275.00 With Local Preference \$179,503.25	*J E Stewart Builders, Inc. Nathan Stewart 237 Chesterfield Street N Aiken SC 29801 w/o Local Preference \$190,480.00 With Local Preference \$190,480.00
---	--

Recommendation of the Code Enforcement Director: JD Gaskins Construction Inc.

Signature: Date: 5/23/17
Paige Bayne

Approval of the County Administrator: Recommend award to JD Gaskins Construction Inc.

Signature: Date: 5/31/17
Clay Killian

ARTUSA CONSTRUCTION LLC
537 STATION LANE
AIKEN SC 29803

ALLEN-BATCHELOR CONSTRUCTION C
1063 FRANKE INDUSTRIAL DR
AUGUSTA GA 30909

ALLTRADE SERVICES
111 WOODRUFF CT
AIKEN SC 29803

CONMAC CONSTRUCTION MAINTENANC
PO BOX 964
AIKEN SC 29802

CONSTRUCTION PERFECTED INC
587 CHERRY AVE
NORTH AUGUSTA SC 29841

CONTINENTAL CONSTRUCTION CO IN
4190 CROSSTOWNE CT
EVANS GA 30809

FUL-LINE CONSTRUCTION
9 YAUN CIRCLE
NORTH AUGUSTA SC 29841

GARY L MCELMURRAY CONSTRUCTION
181 OLD JACKSON HWY
BEECH ISLAND SC 29842

GENE RAY FULMER CONSTRUCTION C
1356 OLD FOUR NOTCH RD
RIDGE SPRING SC 29129

HBC INC
951 DOUGHERTY RD
AIKEN SC 29803

HOLLEY CONSTRUCTION LLC
24 VANDERBILT DR
AIKEN SC 29803

J D GASKINS CONSTRUCTION
939 DOUGHERTY RD
AIKEN SC 29804

J E STEWART BUILDERS INC
237 CHESTERFIELD ST N
AIKEN SC 29801

J E TROWELL BUILDERS INC
PO BOX 5934
AIKEN SC 29804

MAST CONSTRUCTION
2131 OLD 96 INDIANTRAIL ROAD
BATESBURG SC 29006

PREMIER CONSTRUCTION CO INC
PO BOX 211063
COLUMBIA SC 29221

PREMIER CONSTRUCTION SERVICES
PO BOX 5070
AIKEN SC 29804

QUATTLEBAUM CONTRACTORS
PO BOX 2271
AIKEN SC 29802

STANLEY BUILDERS
917 DOUGHERTY ROAD
AIKEN SC 29803

SITEC LLC
217 FAIRFIELD ST NE
AIKEN SC 29801

Sponsor(s) : Judicial & Public Safety Committee
Committee Referral : Judicial & Public Safety Committee
Committee Consideration Date : June 20, 2017
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Authorize the Council Chairman to Execute a Renewal Agreement with Aiken Technical College for the Provision of a School Resource Officer from the Aiken County Sheriff's Office.)

WHEREAS:

1. The Sheriff's Office, by Resolution 12-08-183, entered into an agreement to provide a school resource officer assigned to Aiken Technical College with the college paying the entire cost for this officer, including salaries, fringe benefits and equipment; and
2. The agreement was for a five (5) year period commencing on July 1, 2012 until June 30, 2017; and
3. The Sheriff's Office and Aiken Technical College would like to renew this agreement for the period commencing on July 1, 2017 until June 30, 2022; and
4. County Council desires to authorize the execution of this renewal agreement and accept a grant for the amount of \$32,405.00 from Aiken Technical College in order to purchase a vehicle for use by the school resource officer, vehicle titled to Aiken County; and

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council authorizes the Council Chairman to execute an agreement with Aiken Technical College for the provision of a school resource officer from the Aiken County Sheriff's Office and a vehicle for the officer's use.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

IMPACT STATEMENT: Payment of all expenses by Aiken Technical College.

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

Sponsor(s) : Judicial and Public Safety Committee
Committee Referral : Judicial and Public Safety Committee
Committee Consideration Date : June 20, 2017
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Authorize the Council Chairman to Enter into a Contract with Trinity Services Group, Inc. for Inmate Food Service.)

WHEREAS:

1. The Procurement Department notified six (6) registered and suggested vendors of the opportunity to submit a proposal for Inmate Food Service; and
2. The proposal was advertised in the Aiken Standard and SBCO on March 17, 2017; and
3. Proposals were received from two (2) vendors on or before the closing time of 3:00 p.m. on April 20, 2017; and
4. The proposal package was forwarded to the Sheriff for review and evaluation; and
5. It is the recommendation of the Sheriff that the proposal be awarded to Trinity Service Group, Inc. for \$1.128 per meal based on its responses to RFP 17-10-P.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Council Chairman is authorized to enter into a contract with Trinity Services Group, Inc. for Inmate Food Service based on its responses to RFP 17-10-P as accepted by Aiken County subject to the contract being executed in a form acceptable to the County Administrator.
2. Execution of this contract is contingent upon review by the County Attorney as to form and content.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

IMPACT STATEMENT: Funds available in Sheriff's operating budget.

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).



Remembering the Past, Preparing for the Future

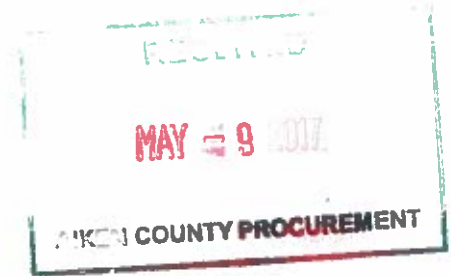
Becky Dawes
Procurement Director

To: Honorable Michael Hunt
Aiken County Sheriff

From: Sharon Lyles
Chief Buyer

Re: 17-10-P Inmate Food Service on Contract

Date: April 20, 2017



Seven (7) registered and suggested vendors were notified of the opportunity to submit a proposal for 17-10-P, Inmate Food Service. Two (2) were received. The solicitation was advertised in the Aiken Standard and SCBO on March 17, 2017. All attended the mandatory pre-proposal meeting on April 4, 2017 at 10:00 a.m. The proposal opened on April 20, 2017 at 3:00 p.m.

Summit Chris Davis 1751 County B Road W #300 Roseville MN 55113	Trinity Services Group Inc David M Miller 477 Commerce Blvd Oldsmar FL 34677
--	---

Recommendation of the Jail Administrator: Trinity Services Group Inc

Signature: [Signature] Date: 5/18/17
Nick Gallam

Approval/Disapproval of Aiken County Sheriff: Trinity Services Group Inc

Signature: [Signature] Date: 5/18/17
Honorable Michael Hunt

Approval/Disapproval of the County Administrator: Recommend award to Trinity Services Group Inc

Signature: [Signature] Date: 5/11/17
Clay Killian

ABL MANAGEMENT INC
PO BOX 40486
BATON ROUGE LA 70835

ARAMARK CORRECTIONAL SERVICES
2300 WARRENVILLE RD
DOWNS GROVE IL 60515

CBM MANAGED SERVICES
500 EAST 52ND STREET, NORTH
SIOUX FALLS SD 57104

PYA MONARCH INC
PO BOX 869
LEXINGTON SC 29071

GoodSource Solutions
Attn: Ann Ortiz
3115 Melrose Drive Suite 160
Carlsbad, CA 92010

TRINITY SERVICES GROUP INC
477 COMMERCE BLVD
OLDSMAR FL 34677

VALLEY SERVICES INC
4400 MANGUM DRIVE
FLOWOOD MS 39232

Sponsor(s) : Administrative Committee
Committee Referral : Administrative Committee
Committee Consideration Date : June 20, 2017
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Authorize the Council Chairman to Execute a Contract with the Tri-Development Center of Aiken County, Inc. for Grounds Maintenance at County Owned/Leased Facilities.)

WHEREAS:

1. Aiken County has a contract with the Tri-Development Center of Aiken County, Inc. for grounds maintenance at County owned/leased facilities; and
2. The contract provides grounds maintenance support for facilities located throughout the County and supports employment opportunities for citizens with disabilities; and
3. The Tri-Development Center of Aiken County, Inc. has provided a contract for the period beginning July 1, 2017 through June 30, 2019 which needs to be executed; and
4. The contract may be extended for three (3) additional one-year terms; and
5. The contractor will bill the County monthly for services rendered for each month with the monthly payments varying, but should never exceed \$3,000 in any single month for the first year, and \$3,150 for subsequent years; and
6. In no event shall the annual amount exceed \$22,000 for the first year, and \$23,100 annually for subsequent years, unless written approval is given by the County Administrator or his designee; and
7. County Council desires to authorize execution of the contract.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council authorizes the Council Chairman to execute a contract with the Tri-Development Center of Aiken County, Inc. for grounds maintenance at County owned/leased facilities.
2. Execution of this agreement is contingent upon review by the County Attorney as to form and content.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

Impact Statement: Funds available in FY 2018 County operating budget

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

C. The County Administrator or his designee shall have the Authority to add or delete properties, as the need may occur for the Administrator or his designee shall provide notice in writing of any such additions or deletions, and that written notice shall be considered an amendment hereto. Properties may be added to the list with no change to the monetary commitment by Aiken County as long as a similar property is removed from the list. These changes will be agreed upon by both parties. All other provisions of this agreement not specifically amended shall remain the same.

D. The Contractor will bill the County monthly for services rendered for each month. Both parties agree that weather plays a pivotal role in monthly billing, with some months requiring more care than other months. Therefore the monthly payment will vary, but should never exceed \$3,000 in any single month for the first year, and \$3,150 a month for subsequent years of the contract. It is important to note that in no event shall the annual amount exceed the total projected expenditure for the first year of \$22,000, or \$23,100 in subsequent years of the contract, unless written approval is given by the County Administrator or his designee.

E. For the consideration aforementioned, the Contractor shall furnish all supervision and perform the following duties at each site on a regular schedule to be coordinated with the Building & Grounds Division, as listed below:

1. Mow all grassy areas.
2. Rake and edge around all trees, sidewalks, hedges, buildings, and other appurtenances as directed by the Building & Grounds Division.
3. Pick-up and dispose of all debris and grass clippings upon completion of work.

F. The County may furnish, as requested and available, certain major equipment for use in the overall project. Said equipment for use in the project will be maintained and operated by the County and will not be considered a part of this contract except as required for performance of special tasks.

G. The Building & Grounds supervisor or his written designee shall coordinate the maintenance schedule with the Contractor.

H. Payment under this agreement will be made on a monthly basis for services performed or good delivered based upon estimated costs as presented by the Contractor. Payments will be made upon presentation of statement by the Contractor, which shall contain the following information as a minimum:

1. Pro-rate charges for each site
2. Number of visits to each site and dates

I. Personnel used in the performance of the work under this contract will be participants of the Contractor and the Contractor agrees not to discriminate against any participant under this project because of race, color, sex, religion, handicap, political affiliation or national origin. Those participants of the Contractor who perform the work under the contract shall be considered agents, servants, employees and/or participants of the Contractor and, in no circumstances, shall they be considered employees, agents, independent contractors and/or servants of the County.

J. Contract Termination or Extension

1. This contract may be cancelled in whole or in part by either party upon a thirty (30) day written notice.
2. This contract shall be extended, by mutual consent, for successive County budget years (July 1 – June 30), upon the same terms and conditions, with the amount of the annual Contractor's fee in successive years to be the same as established in the annual County Budget Ordinance.
3. This contract shall terminate without further obligation on behalf of the County at the commencement of any fiscal year for which County Council does not appropriate funds to continue the contract.

K. Any disputes arising under this contract that cannot be mutually resolved between the parties shall be resolved by the County Administrator and Executive Director of Tri-Development Center, or in the event no agreement is reached, the Aiken County Council and the governing Board of Tri-Development Center.

L. The Contractor agrees to indemnify and hold harmless the County from and against all claims, damages, losses, and expenses arising from or in conjunction with the performance of this project, other than those areas for which the County is responsible and accountable.

M. Insurance

1. Workers Compensation

The Contractor shall maintain Workers Compensation and Employer's Liability Insurance affording:

- (a) Protection under the Workers Compensation Law of all States in which the work is to be performed or where the employee resides or must travel.
- (b) Employers Liability protection subject to a limit of not less than \$500,000.

2. Comprehensive General Liability

- (a) The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than \$1 million single limit for Bodily Injury and Property Damage.
- (b) This coverage must include:
 - (1) Blanket contractual coverage to provide coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that such paragraph is insured and it must be signed by the insurance company, not the agent or broker.
 - (2) Contractor's protective coverage for his subcontractors.
 - (3) Coverage for the hazards commonly referred to as the X, C & U exclusions, where excavation, collapse or undermine perils are necessary.

3. Comprehensive Automobile Liability

The contractor shall maintain Comprehensive Automobile Liability coverage in amounts not less than \$1 million combined single limit for Property Damage and Bodily Injury.

4. Certificates

A Certificate of Insurance shall be issued confirming each coverage. EACH TYPE OF COVERAGE REQUESTED HEREIN MUST BE SPECIFICALLY REFERRED TO IN THE CERTIFICATE.

This Certificate must also include a clause obligating the insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance and name Aiken County as an additional insured where allowed.

In witness hereof to the foregoing terms and conditions, we the undersigned have set out hands and seals this ____ day of _____, 2017.

ATTEST:

AIKEN COUNTY

Council Clerk

L. Andrew Siders, Chairman*
Aiken County Council

*Serving as Chairman Pursuant to Aiken County Code Section 2-30(b).

Approved as to Form and Content

County Attorney

WITNESS:

THE TRI-DEVELOPMENT CENTER
OF AIKEN COUNTY, INC

By: _____

Printed Name

Title

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Provide for Designation of a Temporary Chairperson to Serve When Needed Due to the Unexpected Inability of the Chairperson to Attend a Meeting of Council.)

WHEREAS:

1. While the Vice-Chairperson of County Council is serving as the Chairperson pursuant to Aiken County Code Section 2-30(b) due to the election of the former Chairperson to another elected office, it is possible that unexpected events may cause him to be unavailable to attend a meeting of Council, and in that situation Aiken County Code Section 2-30(e) provides that Council shall have the right to elect any member to perform the duties of Chairperson for that meeting but not to extend beyond one day;
2. In order to avoid delays and uncertainty and increase efficiency, Council has concluded that it should designate a Council member in advance to serve as a temporary Chairperson when needed due to the unexpected inability of the Chairperson to attend all or a portion of a meeting of Council.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Council hereby designates Councilperson _____ to serve as temporary Chairperson for a period not to exceed the duration of the meeting of Council in the event the Chairperson is unable to attend that meeting or not to exceed the portion of the meeting of Council the Chairperson is unable to attend.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

IMPACT STATEMENT:

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

Sponsor(s) : County Council
First Reading : June 20, 2017
Second Reading :
Public Hearing : June 20, 2017
Third Reading :
Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Approve a Proposed Amendment to the Aiken County Official Zoning and Development District Atlas to rezone Tax Parcel 010-06-01-009 (approximately 15 acres) located along Edgefield Road (US-25), North Augusta, SC in Council District 5 from RD to LD.)

WHEREAS:

1. An application has been filed which proposed an amendment to the Aiken County Zoning and Development District Atlas to rezone tax parcel 010-06-01-009 (approximately 15 acres) located along Edgefield Road (US-25), North Augusta, SC in Council District 5 from RD to LD; and
2. The Aiken County Planning Commission, at its meeting on May 18, 2017, reviewed said application and adopted by unanimous vote a motion to recommend that the County Council approve said application; and
3. At its meeting on June 20, 2017, the Aiken County Council held a public hearing on the proposed amendment, said hearing having been duly publicized in a newspaper in general circulation in Aiken County (and the affected property having been duly posted by sign) in accordance with Section 10.8 of the Land Management Ordinance of the Aiken County Code of Ordinances; and
4. The Aiken County Council desires to act on said application.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. The proposed amendment to the Aiken County Official Zoning and Development District Atlas to rezone tax parcel 010-06-01-009 (approximately 15 acres) located along Edgefield Road (US-25), North Augusta, SC in Council District 5 from RD to LD is hereby approved by Aiken County Council.
2. The Aiken County Planning & Development Department is hereby directed to notify the applicant and the Aiken County Planning Commission of this action by County Council, and to amend appropriately the Aiken County Official Zoning and Development District Atlas.
3. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.
4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

(SIGNATURE PAGE TO FOLLOW)

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

REVIEWED BY: _____
James M Holly, County Attorney

IMPACT STATEMENT:

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : June 20, 2017
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Disapprove a Proposed Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone Tax Parcel 010-06-01-009 (approximately 15 acres) located along Edgefield Road (US-25), North Augusta, SC in Council District 5 from RD to LD.)

WHEREAS:

1. An application has been filed which proposed an amendment to the Aiken County Zoning and Development District Atlas to rezone tax parcel 010-06-01-009 (approximately 15 acres) located along Edgefield Road (US-25), North Augusta, SC in Council District 5 from RD to LD; and
2. The Aiken County Planning Commission, at its meeting on May 18, 2017, reviewed said application and adopted by unanimous vote a motion to recommend that the County Council approve said application; and
3. At its meeting on June 20, 2017, the Aiken County Council held a public hearing on the proposed amendment, said hearing having been duly publicized in a newspaper in general circulation in Aiken County and the affected property having been duly posted by sign in accordance with Section 10.8 of the Land Management Regulations Ordinance of the Aiken County Code of Ordinances.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. After careful review by the Aiken County Council, the proposed amendment to the Aiken County Official Zoning and Development District Atlas to rezone tax parcel 010-06-01-009 (approximately 15 acres) located along Edgefield Road (US-25), North Augusta, SC in Council District 5 from RD to LD is hereby disapproved.
2. The Aiken County Planning & Development Department is hereby directed to notify the applicant and the Aiken County Planning Commission of this action by County Council.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

REVIEWED BY: _____
James M Holly, County Attorney

IMPACT STATEMENT:

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).



www.aikencountysc.gov

Aiken County
Planning and Development Department
1930 University Parkway, Suite 2800
Aiken, SC 29801
(803) 642-1520

APPLICATION TO AMEND THE TEXT OR MAP OF THE AIKEN COUNTY LAND MANAGEMENT REGULATIONS ORDINANCE

1. This application is to request an amendment to the: (check one)

- Ordinance Map (fill in all items except #8)
- Ordinance Text (fill in items #8 and #9 only)

2. Address of property involving a map zoning classification change:

Edgefield Road

Tax Parcel Number: 010-06-01-009

3. Current zoning classification of property: RD District

4. Current use of property: Vacant Land

5. Proposed zoning classification change: LD District

6. Proposed use of property: To be determined--likely parking and storage

7. Does the applicant own the property proposed for this change? Yes No

If no, give name and address of property owner, and attach written authorization to file this application:

8. If this involves a change in the Ordinance text, what section or sections will be affected? Section 24- _____

9. Describe the proposed change and the reasons for the change:

To accomodate site conditions

Applicant's Name (Print): G. Bryan Simkins Phone: _____

Address: PO Box 3639, Augusta, GA 30914

Signature: G Bryan Simkins Date: April 25, 2017

Official Use Only Do Not Write In This Space

Application No: 010-06-01-009 Date Received: 04/25/2017 Fee Paid: \$368.00

**REPORT FROM AIKEN COUNTY PLANNING COMMISSION
TO THE AIKEN COUNTY COUNCIL
CONCERNING A PROPOSED MAP OR TEXT AMENDMENT**

Date: May 23, 2017

Proposed Amendment: To amend the Aiken County Official Zoning and Development District Atlas to rezone tax parcel 010-06-01-009 (approximately 15 acres) located along Edgefield Road (US-25), North Augusta, SC in Council District 5 from RD to LD.

Planning Commission Findings: The applicant's request to rezone the property to LD would allow them to use this parcel in conjunction with their UD parcels along Edgefield Road for limited commercial uses. At the public hearing before the Planning Commission, the applicant's representative spoke in favor of the rezoning and one member of the audience asked if the property owner would be required to screen any commercial uses from residential development. The Planning Commission chair informed her that that they would be required to install planted buffers or a privacy fence for screening.

Planning Commission Vote and Findings: The Aiken County Planning Commission adopted a motion by UNANIMOUS vote at their meeting held on May 18, 2017 to recommend that the County Council APPROVE the proposed LD was a transitional zone and was in keeping with the nearby commercial development.

Additional comments: None

Attachments: Application, Location Maps

Report submitted by:



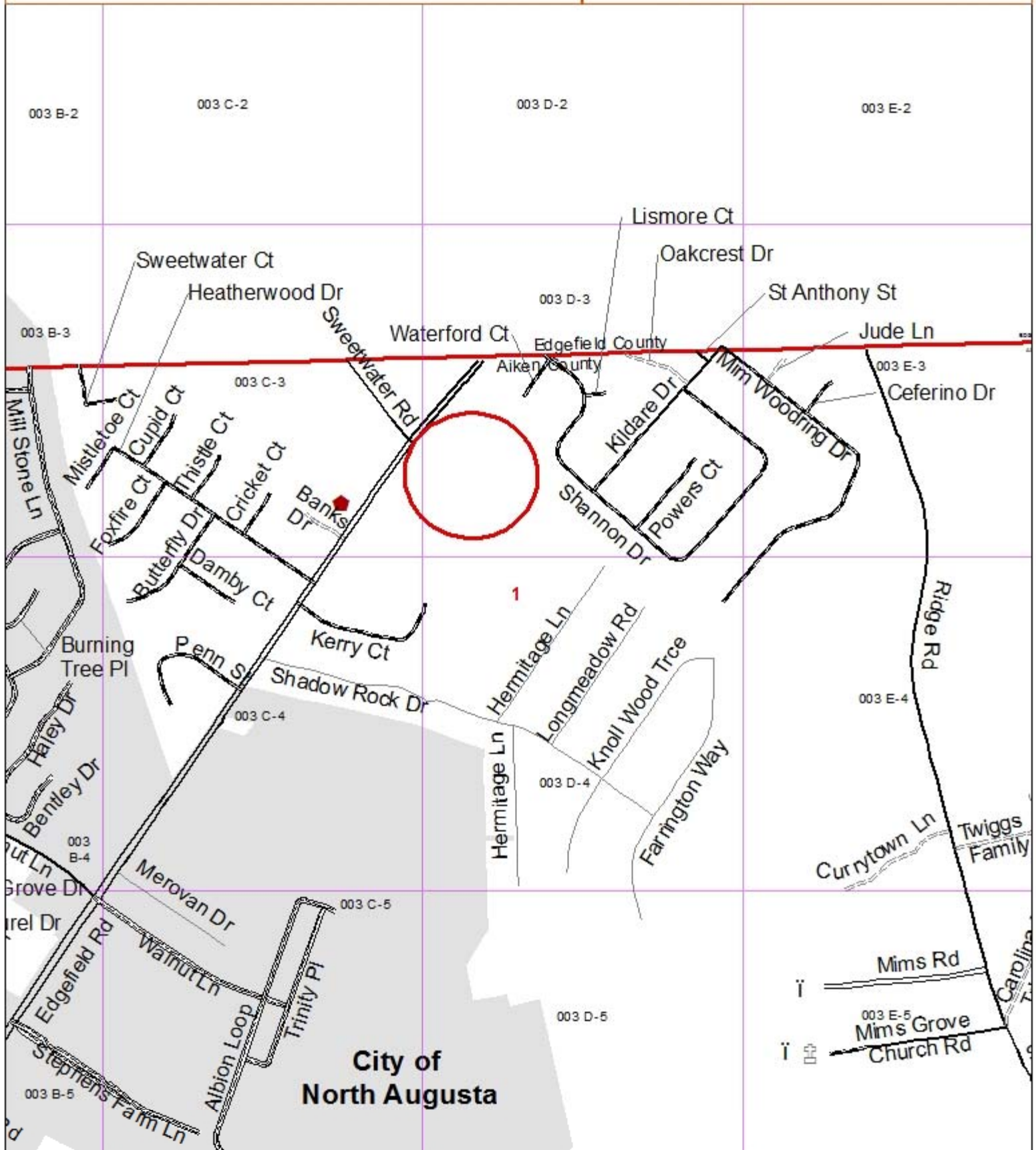
Stephen Strohming
Planning Director

Council Mapette - Rezoning

Stephen Strohminger 5/26/2017
Aiken County Planning & Development

Proposed Rezoning from RD to LD

Atlas Map: 003 Grid: C-3 and D-3



City of North Augusta

RD - Residential Multi-Family Development

Aiken County, South Carolina

EDGEFIELD RD US-25
EDGEFIELD RD US-25

KILDARE DR C-2378

SHANNON DR C-2086

25

SWEETWATER RD S-36

UD - Urban Development

EDGEFIELD RD US-25
EDGEFIELD RD US-25

LONGMEADOW RD P-24

HERITAGE LN P-18

BANKS DR P-90

KERRY CT C-2472

SHADOW ROCK DR P-36

Prepared by:
Aiken County Government
5/15/2017 SS
Scale: 1 inch = 300 feet



Propose Rezoning of TPN 010-06-01-009 from RD to LD



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Sponsor(s) : Development Committee
 First Reading : June 20, 2017
 Committee Referral : Development Committee
 Committee Consideration Date : June 20, 2017
 Committee Recommendation :
 Second Reading :
 Public Hearing :
 Third Reading :
 Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(Authorizing the Conveyance of Certain Real Property, located on Bristol Pass (Road # C-2659), Trolley Run Station, Phase II from Aiken County, South Carolina to Tony M. Bell and Cynthia M. Bell and Other Matters Related Thereto.)

WHEREAS:

1. Aiken County, South Carolina ("County") owns a small rectangular strip of land approximately 50 feet in width and 73 feet in length located between 151 Bristol Pass and 167 Bristol Pass (Road C-2659) in Trolley Run Station, Phase II, which is currently unused surplus open space and immediately adjoins property owned by Tony M. Bell and Cynthia M. Bell ("Bells"), which is located at 151 Bristol Pass; and
2. The County acquired the property from Sage Mill Residential, Ltd. at the time it deeded the roads in the Trolley Run Station, Phase II subdivision to the County for perpetual maintenance on June 8, 2009; and
3. The County has no use for this open space and the Bells have maintained and cared for the open space property since their purchase of the property at 151 Bristol Pass in July, 2015; and
4. The Bells have offered to compensate the County for the property in the amount of Five Hundred and 00/100 (\$500.00), and the other adjoining property owner is not interested in acquiring the property; and
5. County Council desires to convey the property to Tony M. Bell and Cynthia M. Bell in perpetuity, thus transferring all future maintenance and care of same to the Bells; and
6. Attached is a portion of a tax map showing the unused strip of land.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. The County Council Chairman is hereby duly authorized to execute any and all necessary documents to convey a small surplus rectangular strip of land approximately 50 feet in width and 73 feet in length located between 151 Bristol Pass and 167 Bristol Pass (Road C-2659) in Trolley Run Station, Phase II from Aiken County, South Carolina to Tony M. Bell and Cynthia M. Bell for the sum of Five Hundred and 00/100 (\$500.00) on the condition that the property shall become part of Aiken County Tax Parcel 086-00-22-008 and may not thereafter be subdivided therefrom.
2. The County Attorney is authorized and directed to work with legal counsel or others representing the Bells to prepare and review the necessary documents to convey the property to the Bells upon final reading and approval of this ordinance.
3. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

4. This Ordinance is effective upon third reading and adoption by County Council.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Tamara Sullivan, Council Clerk

L. Andrew Siders, Chairman*

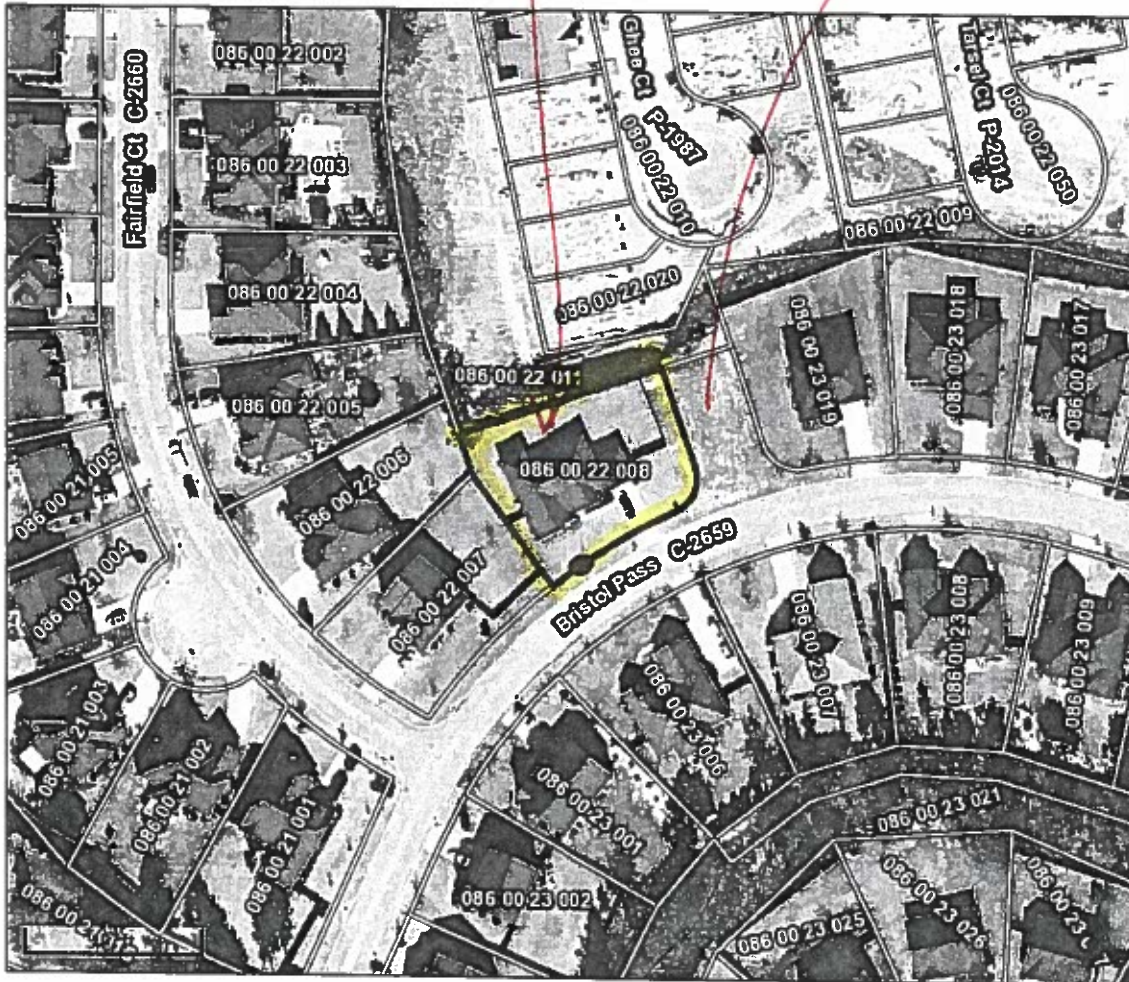
REVIEWED BY: _____
James M. Holly, County Attorney

COUNCIL VOTE:

*Serving as Chairman pursuant to Aiken County Code Section 2-30(b).



Bells
Surplus Property



Overview



Legend

- Parcel Numbers
- Parcels
- Land Hooks
- Roads

Parcel ID	086-00-22-008	Alternate ID	n/a	Owner Name	TONY M BELL et al
Sec/Twp/Rng	0860022	Class	Single-family Residence		
Property Address	151 BRISTOL PASS (and others) AIKEN	Acreage	0.34		
District	n/a				
Brief Tax Description	BRISTOL STATION AT TROLLEY RUN STATION PHASE 2 LOT 74 (Note: Not to be used on legal documents)				

Date created: 4/28/2017
Last Data Uploaded: 4/27/2017 10:14:40 PM

Developed by
The Schneider Corporation

**AIKEN COUNTY COUNCIL
CONTINGENCY FUND**

STATUS REPORT AS OF June 7, 2017

FY 2017 APPROPRIATION

Resolution #	Allocations	District #	Request	\$45,000
Res 16-8-147	\$500 to Cedar Lodge 184	1	Community outreach	(\$500.00)
	\$450 to Kiwanis Club of Aiken-Palmetto	1, 2 & 3	Car show benefiting "Make A Wish"	(\$450.00)
	\$500 to Arts & Heritage Center of North Augusta	4 & 5	Fund projects	(\$500.00)
	\$500 to Belvedere Dixie Girls Softball	5	Repairs at Johnny Wood Park	(\$500.00)
	\$500 to Belvedere Dixie Youth Baseball	5	Repairs at Gardner-Key Park	(\$500.00)
	\$1,000 to Redcliffe Elementary School	7	Technology for Gifted & Talented Class	(\$1,000.00)
Res 16-9-164	\$1,000 to Midland Valley Area Chamber	At-Large	Assist with annual banquet	(\$1,000.00)
	\$500 to Special Project	At-Large	Special Project	(\$500.00)
	\$1,000 to Town of Salley	At-Large & 1	Sponsor annual Chitlin' Strut	(\$1,000.00)
	\$550 to Kiwanis Club of Aiken-Palmetto	At-Large, 4, 5, 6 & 7	Car show benefiting Make A Wish Foundation	(\$550.00)
	\$500 to Aiken County PRT	1	Listine Gunter Courtney Ctr Senior Program	(\$500.00)
	\$500 to Clinton United Methodist Church	4	Young Adult Class Community Outreach	(\$500.00)
	\$65 to Mixon Signs	1	1 Neighborhood Watch Sign - Centerwood Rd	(\$65.00)
	\$500 to Aiken Knights of Columbus 3684	2	Funds for charitable projects/programs	(\$500.00)
	\$1,000 to City of New Ellenton	2	Sponsor annual Atomic City Festival	(\$1,000.00)
	\$600 to Silver Bluff High Athletic Booster Club	2 & 7	Fund high school athletic program	(\$600.00)
	\$500 to Rotary Club of North Augusta	4	Sponsor annual Rotary Bowl	(\$500.00)
	\$1,000 to Jesse C Lynch Memorial Post 71	4 & 5	Sponsor Boys State program	(\$1,000.00)
Res 16-10-180	\$1,000 to Finance - Misc Donations Account	At-Large	Funds for Fireman's Dinner	(\$1,000.00)
	\$35 to Mixon Signs	1	1 Neighborhood Sign for Centerwood Rd	(\$35.00)
	\$250 to Town of Jackson	7	Jackson Youth Sports	(\$250.00)
Res 16-11-190	\$1,000 to Breezy Hill Baptist Church	At-Large, 1, 2, 3, 4, 5, 7 & 8	Sponsor Christmas on Breezy Hill Event	(\$1,000.00)
	\$500 to Wagener Salley Young Farmers	1	Beautification of Indian Head Historical Marker	(\$500.00)
	\$88 to Public Works	1	Friday Family Cemetery Sign and Post	(\$88.00)
	\$800 to SCDOT - MONEY RETURNED FROM SCDOT	2 & 3	Silver Bluff High School Championship Signs	(\$800.00)
	\$800 to SCDOT - MONEY RETURNED FROM SCDOT	3	Midland Valley High School Championship Signs	(\$800.00)
	\$1,000 to Olde Towne Preservation Society	4 & 5	Colonial Times Christmas Event	(\$1,000.00)
	\$1,000 to North Augusta Lions Club	4 & 5	Sponsor Christmas Parade	(\$1,000.00)
	\$250 to Aiken Horse Park Foundation	7	Fund Equestrian Facility Events	(\$250.00)
	\$250 to Cumbee Center	8	Purchase Play Therapy Equipment	(\$250.00)
	\$250 to St Gerard Catholic Center	8	Sponsor Fall Festival Fundraiser	(\$250.00)
	\$500 to Hankinson Boxing Gym	8	Assist With 2017 Boxing Event	(\$500.00)
Res 16-12-204	\$400 to LBC Historical Society	3	Continue Restoration Project	(\$400.00)
	\$400 to Beech Island Garden Club	3	Upkeep of Beautification Areas	(\$400.00)
	\$300 to Beech Island Historical Society	3	Continue Restoration Project	(\$300.00)
	\$500 to Georgia Carolina Boy Scouts	6	Cub Scout Handbooks and Materials	(\$500.00)
	\$500 to Martial Arts Academy	8	Assist Young Coaches Program	(\$500.00)
Res 17-01-02	\$250 to GEM Program	7	Guide, Encourage, Mentor	(\$250.00)
	\$500 to The Pink Ribbonettes	7	Community Outreach Programs	(\$500.00)
	\$957 to Aiken County Finance/Collections	At-Large	Special Project	(\$957.00)
Res 17-02-18	\$200 to Relay for Life Aiken Golf Classic	2	Tee sponsor for event	(\$200.00)
	\$900 to Aiken Horse Power	At-Large, 1, 2, 3, 4, 5, 7 & 8	Fund raiser for Cumbee Center	(\$900.00)
	\$500 to University of South Carolina Aiken	At-Large, 1, 2, 3, 4, 5, 7 & 8	Martin Luther King event	(\$500.00)
Res 17-02-26	\$1000 to Vaucluse First Baptist Church	6	Tap fee for water line to baseball field	(\$1,000.00)
	\$1000 to Palmetto Predators	3	Funds for team's trip to Hall of Fame Tournament	(\$1,000.00)
	\$500 to The REcing Crew	5	Funds for programs for the disabled	(\$500.00)
	\$27 to Trophies Unlimited	8	Funeral plaque for Ms. Williams	(\$27.00)

**AIKEN COUNTY COUNCIL
CONTINGENCY FUND**

STATUS REPORT AS OF June 7, 2017

FY 2017 APPROPRIATION

Resolution #	Allocations	District #	Request	\$45,000
Res 17-03-39	\$500 to Thankful Grove Baptist Church	1	Landscaping around the church	(\$500.00)
	\$54 to Carolina Awards and Engravers	2	Name badges-Community Relations Council	(\$54.00)
	\$200 to Hankinson Boxing Gym	2	Sponsor Gloves Up, Guns Down Program	(\$200.00)
	\$500 to Nicholson Village Community Center	8	Up fit of the Community Center	(\$500.00)
	\$500 to Hankinson Boxing Gym	8	Sponsor Gloves Up, Guns Down Program	(\$500.00)
	\$300 to Winthrop Hall American Legion	8	Sponsor Palmetto Boys State Program	(\$300.00)
Res 17-03-50	\$1000 to Saron Baptist Church	1 (\$600), 7 & 8 (\$200 ea)	Cemetery restoration	(\$1,000.00)
	\$125 to Aiken Augusta Wounded Warrior	2	Sponsor Charity Golf Classic	(\$125.00)
	\$660 to American Legion Auxillary Jesse C. Lynch Unit 71	4 & 5 (\$330 ea)	Sponsor Girls State program	(\$660.00)
	\$1000 to Friends of the Nancy Carson Library Foundation	4 & 5 (\$500 ea)	Landscaping around the library	(\$1,000.00)
	\$125 to Aiken Augusta Wounded Warrior	7	Sponsor Charity Golf Classic	(\$125.00)
	\$125 to Horse Creek Midland Valley Veterans	7	Ad in Park Pictorial Directory	(\$125.00)
	\$50 to Trophies Unlimited	8	Two plaques for Frelicia Tucker	(\$50.00)
Res 17-04-61	\$90 to Public Works	1	2 posts and hardware for Wagener VFW sign	(\$90.00)
	\$500 to Children's Place	7	Sponsor Celebrity Waiter Night Benefit	(\$500.00)
	\$500 to Aiken Chapter of the Links, Inc.	8	Sponsor annual Senior Recognition Day	(\$500.00)
	\$300 to Aiken Branch NAACP	At-Large	Sponsor Freedom Fund Dinner	(\$300.00)
Res 17-05-71	\$500 to Town of Jackson	2	Sponsor Hook and Cook event	(\$500.00)
	\$250 to Town of Jackson	2	Jackson Youth Sports Program	(\$250.00)
	\$500 to Beech Island Historical Society	3	Assist with restoration of building	(\$500.00)
	\$500 to Midland Valley Fire Department	3	Assist with equipment needs	(\$500.00)
	\$500 to Beech Island Fire Department	3	Assist with equipment needs	(\$500.00)
	\$500 to Fox Creek High School	4 & 7 (\$250 ea)	Sponsor statewide golf tournament	(\$500.00)
	\$500 to Shiloh Heights Community	8	Sponsor senior citizen event	(\$500.00)
	\$450 to Omega Psi Phi Fraternity, Inc. Sigma Chapter	8	Fund scholarship program	(\$450.00)
Res 17-05-76	\$500 to Aiken Music Festival dba Joye in Aiken	7	Sponsor music education program	(\$500.00)
	\$100 to Georgia-Carolina Council Boy Scouts of American NC #93	7	Sponsor scouting programs	(\$100.00)
	\$500 to New Ellenton Fire Department	2	Assist with car seat for children program	(\$500.00)
	\$812 to Aiken County Public Works	6	Extend driveway at Evening Light Church of God	(\$812.00)
Res 17-06-94	\$250 to Horse Creek/Midland Valley Veterans Park	7	Contribution to expansion fund	(\$250.00)
	\$27 to Trophies Unlimited	8	Plaque for Mack Henry Holland	(\$27.00)
	\$500 to Beech Island Fire Department	3	Assist with equipment needs	(\$500.00)
	\$550 to Langley Fire Department	3	Assist with equipment needs	(\$550.00)
	\$1000 to Hollow Creek Fire Department	1	Assist with equipment needs	(\$1,000.00)
	\$1000 to Warrentonville Community Christian	6	Repairs to community building	(\$1,000.00)
	\$196 to Alpha Phi Alpha Fraternity	8	Fund scholarship program	(\$196.00)
	\$350 to Fountain Living Waters Church	At-Large (\$143), 6 (\$157), & 7 (\$50)	Assist with church activities	(\$350.00)
BALANCE OF CONTINGENCY FUND TO DATE				\$4,264

**Contingency Fund By District
effective 7/1/16**

\$5,000/district

	<u>District</u>	<u>Spent</u>	<u>Available</u>
Young	At-Large	\$5,000	\$0
Rawls	1	\$4,828	\$172
Furgiuele	2	\$4,029	\$971
Feagin	3	\$5,000	\$0
Smith	4	\$3,680	\$1,320
Haskell	5	\$4,430	\$570
Napier	6	\$3,769	\$1,231
Siders	7	\$5,000	\$0
Hightower	8	\$5,000	\$0
TOTAL		<u><u>\$40,736</u></u>	<u><u>\$4,264</u></u>

Allocations through 6/7/17 \$45,000