



Aiken County Council Work Session MINUTES

Tuesday, May 5, 2020

All Council members present. Councilwoman Rawls, Councilman Furgiuele, Councilman Smith, & Councilman Hightower called in via the conference call line.

1. Pending Appointment Resolutions

No new appointments were made.

2. Clarification and Discussion of Agenda Items

Amended agenda was sent out. Added Item #1 under Introduction of Ordinances for First Reading. No other changes made to the agenda.

3. Status of Contingency Funds

Councilwoman Rawls allocated \$500, Councilman Napier, Councilman Siders, & Councilman Feagin allocated \$100 each, for a total of \$800 to the Windsor Fire Department to help with repairs from tornado damage.

4. Finance Report- February 2020

(Ms. Lynn Strom, Assistant Administrator/CFO)

The Finance Report was received as information.

5. Council Calendar Reminder Dates:

- **Tuesday, May 12-** Budget Worksession
- **Tuesday, May 19-** Possible Budget Worksession (following regular meeting)
- **Tuesday, May 26-** Budget Worksession
- **Tuesday, June 2-** Possible Budget Worksession (following regular meeting)
- **Tuesday, June 9-** Budget Worksession

6. Executive Session (if needed)

Chairman Bunker requested for a motion to go into Executive Session to discuss attorney client privileged legal advice and confidential information relating to proposed contractual agreements on the possible sale of the former Aiken County Government Complex site; the purchase of property by the County; matters involving potential litigation; and a personnel matter.

Councilman Siders made a motion to go into Executive Session, and Councilman Feagin seconded the motion. The motion was approved unanimously.

MEETING ADJOURNED - 6:20 PM

Executive Session ended - 7:00 PM - with no action taken during Executive Session.

Respectfully submitted,

Signed:

Katelyn Hayes, Council Clerk

Gary Bunker, Chairman



Aiken County Council Agenda May 5, 2020 MEETING MINUTES

Council Administrator Form of Government for Aiken County
Council Chambers - 1930 University Parkway, Aiken, SC

A. CALL TO ORDER

Determining that a quorum was present, via Council Members on a call in conference, or in person, Chairman Bunker called the meeting to order. The meeting was streamed via Facebook Live for the public audience.

Council Members Present:

Chairman Gary Bunker
Kathy Rawls (Call In)
Camille Furgiuele (Call In)
Danny Feagin
Chuck Smith (Call In)
Sandy Haskell
Phil Napier
L. Andrew Siders
Willar H. Hightower, Jr. (Call In)

Also present:

J. Clay Killian, County Administrator
Brian Sanders, Deputy Administrator
Joel Duke, Assistant Administrator/CDO
James M. Holly, County Attorney
Katelyn Hayes, Council Clerk

B. INVOCATION

Councilman Hightower led the invocation.

C. PLEDGE OF ALLEGIANCE

Councilman Siders led the Pledge of Allegiance.

D. APPROVAL OF MINUTES

1. April 21, 2020 Worksession (p. 1)
2. April 21, 2020 Regular Meeting (pp. 2-5)

With no changes to the minutes, Chairman Bunker requested a motion to approve the minutes.

Councilman Siders made a motion to approve the minutes. Councilman Feagin seconded the motion.

The minutes were approved unanimously.

E. APPROVAL OF AGENDA

With no changes to the agenda, Councilman Siders moved for a motion to approve the agenda as presented.

Councilman Feagin seconded the motion.

The agenda was approved as presented by a unanimous vote.

F. AWARDS AND RECOGNITIONS

1. Resolution to Declare May 2020 as “Building Safety Month” in Aiken County.
(County Council) **(pp. 6-7)**

Councilman Smith made a motion to approve the Resolution. Councilman Siders seconded the motion. The Resolution was approved by a unanimous vote.

G. PUBLIC HEARINGS

None.

H. OLD BUSINESS

1. Third Reading of an Ordinance to Approve an Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone Tax Parcels #124-20-01-002, #124-20-01-003, #124-20-01-007, #124-20-01-008, and #140-17-03-003 (totaling approximately 51.8 acres) located at 3 and 63 Medwell Hill Road (C-376), New Ellenton, SC in Council District 2 from RC, Residential Single-family Conservation District and UD, Urban Development District to AP, Agricultural Preservation District.
(County Council) **(pp. 8-12)**

Councilman Feagin made a motion for the adoption of the ordinance on third reading and Councilman Siders seconded the motion.

The Ordinance was adopted by a unanimous vote.

2. Second Reading of an Ordinance to Approve an Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone Tax Parcels #118-15-01-001, #118-10-02-001, and #118-11-04-002 (totaling approximately 19.7 acres) located at 124 Spann Lane (P-903) and 9101, 9103, and 9107 Gregory Road (S-980), Aiken, SC in Council District 8 from IND, Industrial District to UD, Urban Development District.
(County Council) **(pp. 13-17)**

Councilwoman Furguele made a motion for the adoption of the ordinance on second reading and Councilman Feagin seconded the motion.

The Ordinance was adopted and scheduled for third reading by a unanimous vote.

I. CONSENT AGENDA

1. Resolution 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, and 4.
(Bunker, Rawls, Feagin, Smith) **(pp. 18-19) No new appointments were made.**
2. Resolution to Approve the Allocation of Funds for Various Non-Profit Agencies from the FY 2020 Council Contingency Fund.
(County Council) **(pp. 20-21)**
Councilwoman Rawls allocated \$500, Councilman Napier, Councilman Siders, & Councilman Feagin allocated \$100 each, for a total of \$800 to the Windsor Fire Department to help with repairs from tornado damage.
3. Resolution to Authorize the Aiken County Registration and Elections Commission to Execute an Agreement Between the Aiken County Registration and Elections Commission and Aiken Electric Cooperative for the Commission's Assistance in Conducting Aiken Electric's Trustee Election on August 1, 2020.
(County Council) **(p. 22)**

4. Resolution to Proclaim the Month of May 2020 as Mental Health Month in Aiken County.
(County Council) (p. 23)

J. INTRODUCTION OF ORDINANCES FOR FIRST READING

1. An Ordinance Declaring Certain Real Property, Along With All Buildings And Improvements Located Thereon, Identified As The Portion Of Aiken County Tax Map Parcel Number 104-20-21-001 Consisting Of Approximately 9.33 Acres, More or Less, Located West of Morgan Street and Also Bounded By Barnwell Avenue, Richland Avenue and Vaucluse Road As Surplus To County Purposes And Authorizing The Sale Of The Property In A Manner Determined By Aiken County Council To Be In The Best Interest Of Aiken County.
(County Council) (Title Only)

Councilman Siders made a motion to approve the Consent Agenda, and Introduction of Ordinances for First Reading. Councilman Haskell seconded the motion.

The Consent Agenda Items and the Introduction of Ordinances for First Reading were approved by unanimous vote.

K. NEW BUSINESS

1. Presentation of the FY 2021 County Budget.
(Mr. Clay Killian, County Administrator)

Mr. Killian presented his annual budget letter to Council.

2. First Reading of an Ordinance To Establish Operating, Capital and Debt Service Budgets for Aiken County, South Carolina for the Fiscal Year July 1, 2020 Through June 30, 2021; to Provide for the Levy of Taxes for County Operations, Capital and Debt Service; to Provide for the Addition or Modification of Fees for Certain Services and Operations; to Provide for All Other Estimated Revenues and for the Appropriation Thereof; and to Provide for Other Matters Related Thereto.
(County Council) (Title Only)

Councilwoman Rawls made a motion to adopt the Budget Ordinance on First Reading. Councilman Siders seconded the motion.

The Ordinance was adopted and scheduled for second reading by a unanimous vote.

L. PUBLIC PRESENTATIONS

M. ITEMS FOR INFORMATION AND THE PUBLIC RECORD

1. Fiscal Year 2020 Aiken County Contingency Report as of April 22, 2020. (pp. 24-26)

N. EXECUTIVE SESSION

O. ITEMS REQUIRING ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION (if any)

With there being no need for an additional Executive Session and no action following executive session, the Chairman requested for a motion to adjourn. Councilman Siders made a motion, and Councilman Haskell seconded the motion. The motion was approved unanimously, and the meeting was adjourned.

P. ADJOURNMENT - 7:32 PM

Respectfully submitted,

Signed:

Katelyn Hayes, Council Clerk

Gary Bunker, Chairman

Sponsor(s)	: County Council
First Reading	: April 21, 2020
Second Reading	: May 5, 2020
Public Hearing	: April 21, 2020
Third Reading	: May 19, 2020
Effective Date	:

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve an Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone Tax Parcels #118-15-01-001, #118-10-02-001, and #118-11-04-002 (totaling approximately 19.7 acres) located at 124 Spann Lane (P-903) and 9101, 9103, and 9107 Gregory Road (S-980), Aiken, SC in Council District 8 from IND, Industrial District to UD, Urban Development District.

WHEREAS:

1. An application was filed proposing an amendment to the Aiken County Zoning and Development District Atlas to rezone Parcels #118-15-01-001, #118-10-02-001, and #118-11-04-002 (totaling approximately 19.7 acres) located at 124 Spann Lane (P-903) and 9101, 9103, and 9107 Gregory Road (S-980), Aiken, SC in Council District 8 from IND to UD; and
2. The Aiken County Planning Commission, at its meeting on March 19, 2020, reviewed the application and unanimously approved a motion recommending that the County Council approve said application; and
3. At its meeting on April 21, 2020, 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 previously posted by sign in accordance with the applicable sections 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 Parcels #118-15-01-001, #118-10-02-001, and #118-11-04-002 (totaling approximately 19.7 acres) located at 124 Spann Lane (P-903) and 9101, 9103, and 9107 Gregory Road (S-980), Aiken, SC in Council District 8 from IND, Industrial District to UD, Urban Development District 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 to the extent necessary to give effect to this Ordinance.
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.
5. Council hereby waives any requirement that this Ordinance be referred to a committee of council or be recommended by a committee of council.

This Ordinance shall become effective on May 20, 2020.

Adopted at the regular meeting of Aiken County Council on May 19, 2020.

ATTEST:

SIGNED:

Katelyn Hayes, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
County Attorney

COUNCIL VOTE:

Mapette of Proposed Rezoning

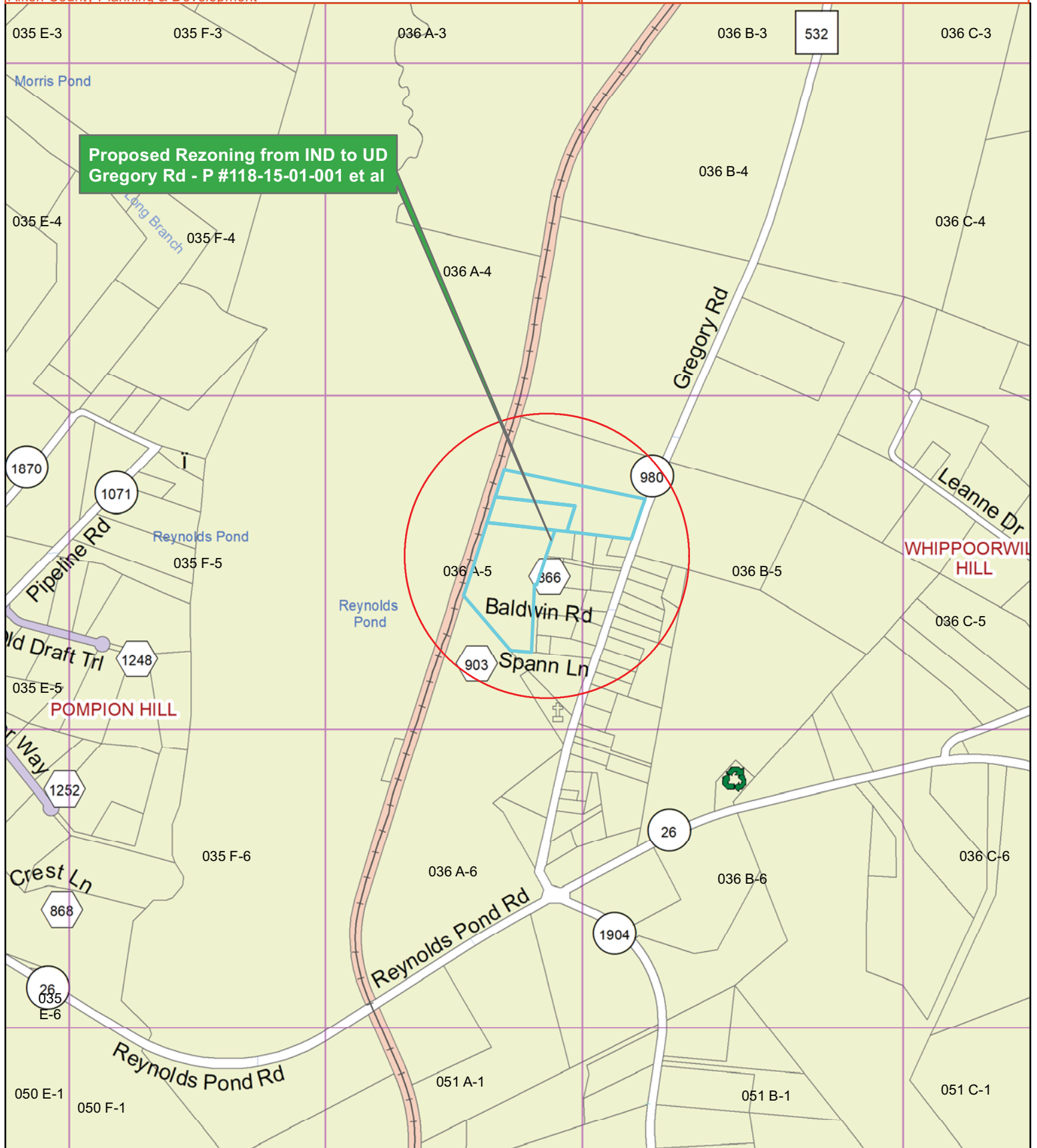
NOTE: The proposed zoning change(s) indicated hereon is (are) NOT OFFICIAL, until such time as the Aiken County Council approves change(s).

Joel T. Duke 3/17/2020

Aiken County Planning & Development

**Proposed Rezoning from IND to UD
Gregory Rd - P #118-15-01-001 et al**

Atlas Map:036, Grid:A-5





Aiken County
 Planning & Development
 Department
 3/17/2020

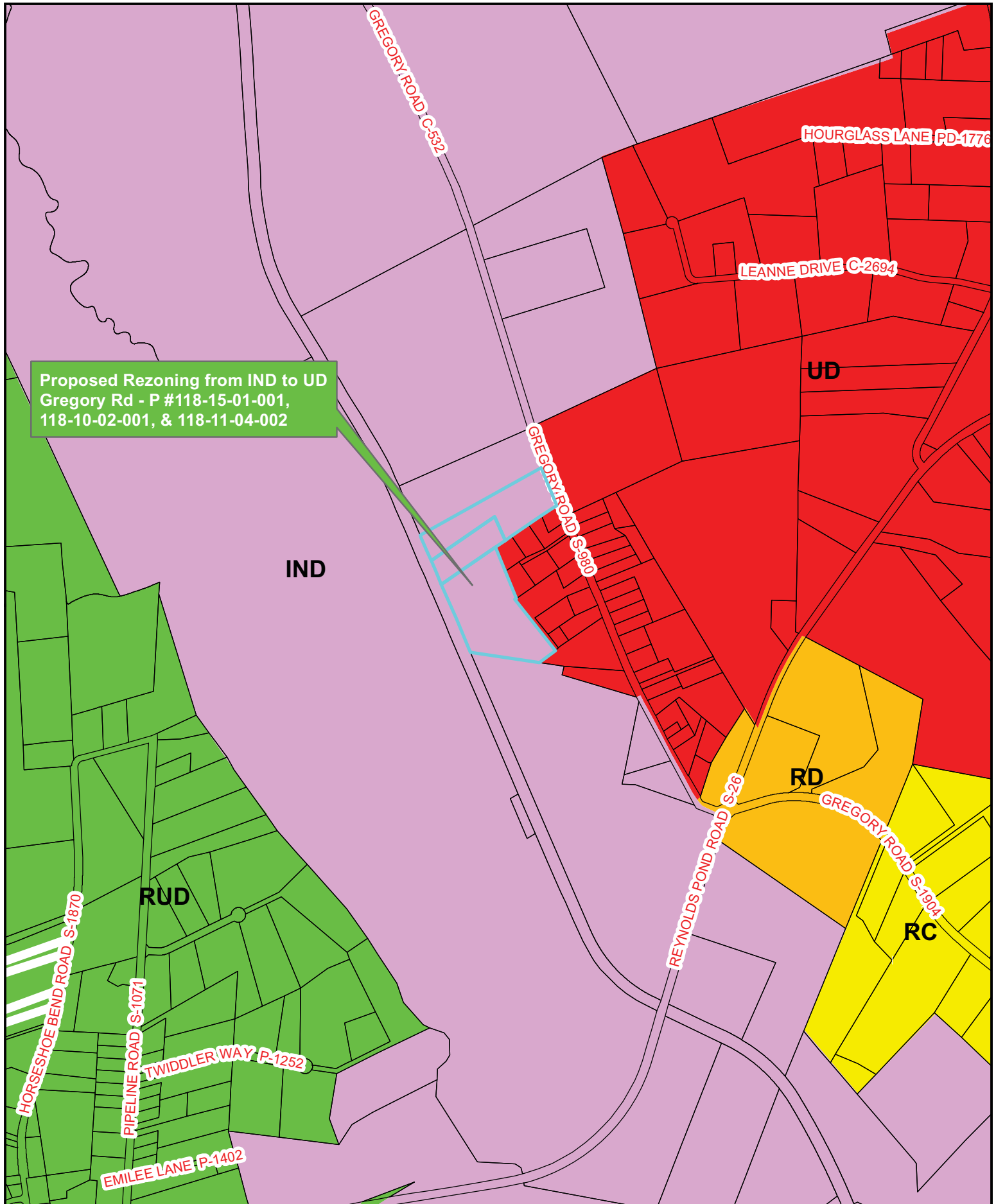
1" = 800'



**Proposed Rezoning from
 IND to UD, Gregory Rd
 P #118-15-01-001 et al**



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 information provided herein. Users of this data are hereby
 notified that public information sources should be consulted for
 verification of the information contained on these maps. Aiken
 County assumes no liability for any errors, omissions or
 inaccuracies in the information provided regardless of how
 caused, OR, for any decision made or action taken or not taken



Sponsor(s) : County Council
First Reading : May 5, 2020
Second Reading : May 19, 2020
Public Hearing :
Third Reading :
Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

An Ordinance Declaring Certain Real Property, Along With All Buildings And Improvements Located Thereon, Identified As The Portion Of Aiken County Tax Map Parcel Number 104-20-21-001 Consisting Of Approximately 9.33 Acres, More Or Less, Located West Of Morgan Street And Also Bounded By Barnwell Avenue, Richland Avenue And Vacluse Road As Surplus To County Purposes And Authorizing The Sale Of The Property In A Manner Determined By Aiken County Council To Be In The Best Interest Of Aiken County And Repealing Aiken County Ordinance Number 19-03-07.

WHEREAS:

1. Aiken County, South Carolina, acting by and through its County Council, is authorized by applicable law to enter into contracts for the conveyance of, and to convey, real property owned by the County; and
2. Ordinance No. 19-03-07 was adopted by the Aiken County Council on March 5, 2019, to authorize Aiken County to enter into an Agreement providing for the sale and conveyance of the real property consisting of 9.33 acres, more or less, described in paragraph 4 below to WTC Investments, LLC, ("WTC") subject to certain terms and conditions, and due to subsequent events, WTC later terminated the aforesaid Agreement into which the County and WTC had previously entered; and
3. Due to circumstances explained above, it is necessary for County Council to repeal Ordinance No. 19-03-07; and
4. After review and consideration of the available options, County Council has determined that it is in the best interest of Aiken County and its citizens that it declare the property consisting of approximately 9.33 acres designated as the portion of Aiken County Tax Map Parcel Number 104-20-01-001 located west of Morgan Street and also bounded by Barnwell Avenue, Richland Avenue and Vacluse Road, including all structures, buildings and improvements situated thereon, as surplus and provide for the sale and conveyance of that property in a manner and to a purchaser that is in the best interest of the County;
5. After the review of several offers, County Council has determined that it is in the best interests of the County to authorize the County Council Chairman to enter into an Agreement on behalf of Aiken County with 828 Richland Avenue Associates, LLC, providing for the sale of the aforesaid property to 828 Richland Avenue Associates, LLC, subject to certain terms and conditions; and
6. The proposed primary use of the aforesaid property by 828 Richland Avenue Associates, LLC, is for the development of housing and/or mixed use subject to feasibility and receiving all approvals required from the City of Aiken.

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

1. Ordinance No. 19-03-07 adopted by the Aiken County Council on March 5, 2019, is hereby repealed in its entirety.
2. The Aiken County Council hereby (a) authorizes the County Council Chairman on behalf of Aiken County to execute and deliver an Agreement of Purchase and Sale of Real Property (the "Agreement") providing for the sale and conveyance of the real property consisting of 9.33 acres, more or less,

designated as the portion of Aiken County Tax Map Parcel Number 104-20-01-001 located west of Morgan Street and also bounded by Barnwell Avenue, Richland Avenue and Vacluse Road, including all structures, buildings and improvements situated thereon, (the "Property") to 828 Richland Avenue Associates, LLC, upon such terms, in such form and with such provisions as are recommended by the Aiken County Administrator and Aiken County Attorney for a purchase price of not less than \$1,150,000; (b) the terms and provisions of the Agreement must require an earnest money escrow deposit of \$25,000 by 828 Richland Avenue Associates, LLC, and provide 828 Richland Avenue Associates, LLC, a period of one hundred eighty (180) days from the execution date of the Agreement to complete its due diligence review, studies and inspections relating to the Property with closing on the sale of the Property to occur no later than thirty (30) days after the expiration of the aforesaid due diligence period with results acceptable to 828 Richland Avenue Associates, LLC; (c) if all conditions and terms in the Agreement are timely and fully satisfied as determined by Aiken County, authorizes the County Council Chairman to execute and deliver a deed to 828 Richland Avenue Associates, LLC, in a form and with contents approved by the County Attorney, conveying Property pursuant to the terms of the aforesaid Agreement on such date as shall be approved by the County Attorney; and (d) authorizes the County Council Chairman and County Administrator, upon the advice of the County Attorney and approval by the County Attorney of such documents and instruments, to execute and deliver such other documents and instruments that are reasonably necessary to accomplish the conveyance of the aforesaid real property to 828 Richland Avenue Associates, LLC.

3. Council hereby waives any requirement that this Ordinance be referred to a committee of Council or be recommended by a committee of Council.
4. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed or suspended but only to the extent necessary to fully implement this Ordinance.
5. If any provision of this Ordinance or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, that invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, such other provisions and applications of this Ordinance are hereby declared severable.

This Ordinance shall become effective on _____.

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

ATTEST:

SIGNED:

Katelyn Hayes, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
County Attorney

IMPACT STATEMENT:

COUNCIL VOTE:

A.L. SAAD & COMPANIES



1201 HAMTON STREET
SUITE 2B-4
COLUMBIA, SC 29201

P.O. BOX 5764
COLUMBIA, SC 29250

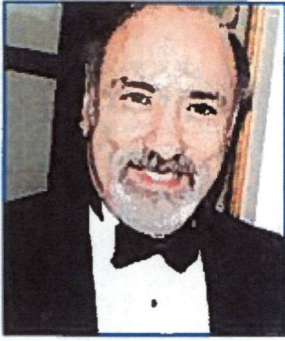
PHONE 803-254-3795
FAX 803-748-7335



Introduction - Real Estate Development

A. L. Saad & Companies is a full service commercial development firm founded in 1982 and headquartered in Columbia, South Carolina. They have a proven track record of developing, renovating and managing commercial office buildings as well as retail, industrial and multifamily projects. A. L. Saad & Companies' results oriented approach has led them to recognize and develop potential in a diverse range of real estate and management projects such as a 200,000 square foot shopping mall to class A office buildings for the state headquarters of TD Bank and a AT&T. A. L. Saad & Companies' diverse real estate interests include retail properties, office buildings, shopping centers, industrial and residential properties. They succeed at providing high quality service on concisely budgeted projects completed on time. A. L. Saad & Companies succeed by focusing on a few carefully selected projects on which they rivet their full attention from conceptual development through every closely-monitored phase until satisfactory completion. Their experience has shown that a thoughtful, open, and transparent process achieves the best results for all parties involved.

Alfred L. Saad III - PRESIDENT

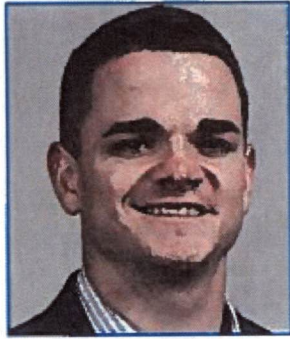


Al Saad, born in Greenville, SC on October 21, 1947, graduated from the University of South Carolina in 1970 with degrees in Banking, Finance, and Real Estate. Since that time, he has been involved in the development of numerous projects and currently owns/operates over \$100 million in assets totaling over 2 million square feet.

Upon graduating from the University of South Carolina, Mr Saad began his career as an accountant with the South Carolina Employment Security Commission in the early 70's. He then joined Joe Edens Real Estate in Columbia, South Carolina in 1971 as a sales and leasing associate. While with the Eden's brokerage firm, he represented income properties exclusively and managed office and apartment buildings. In 1973, Mr Saad joined Joe Jenkins Realty in Columbia where he assumed responsibility for sales and lease negotiations for shopping centers, motel and office park sites, as well as multi-family projects. Grenadier Corporation in Columbia employed Mr Saad in 1974 and he became a partner with responsibility for all phases of development and leasing of a 300,000 square foot enclosed mall (Woodhill Mall, Columbia, SC - 300,000 SF) which was sold in 1982 for \$10 million.

After the sale of Woodhill Mall, Mr Saad became President and Owner of A. L. Saad & Companies which has been active since 1982. Since 1986, Mr Saad has served as Director of Foster, Saad & Company. Both entities are currently active through development and management of over \$105 million in real estate assets with an additional \$60 million in sold co-developments. He has also developed 3 residential subdivisions valued at a total of \$11.4 million. These projects have been developed in multiple states with a focus on South Carolina, Georgia, and North Carolina.

Throughout his career, Mr Saad's results-oriented approach has enabled him to recognize and develop potential in a diverse range of real estate development and management projects involving several prominent national corporate and retail tenants as well as national, state, and local governments. Mr Saad continues to pursue the income properties including office, retail, industrial and multifamily.



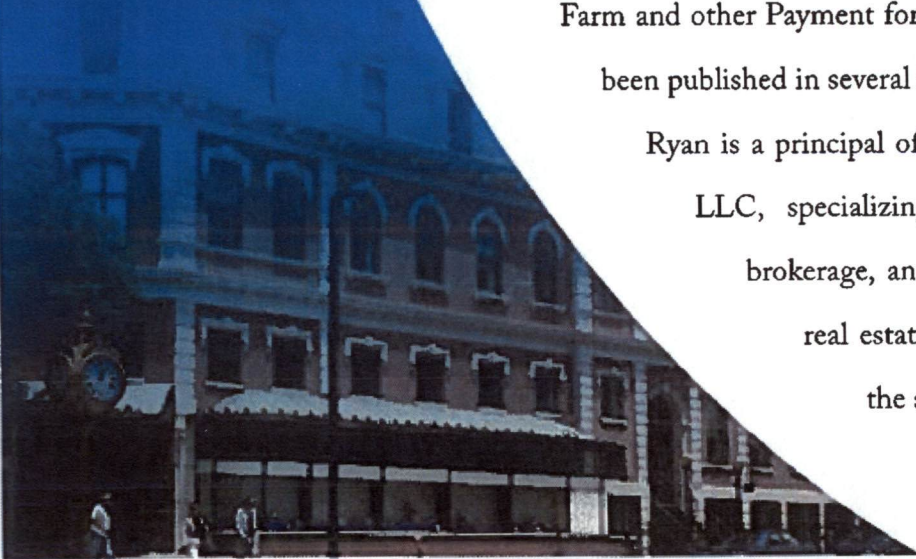
Director of Development-Ryan Maltba

Ryan joined the Army Reserves in 2003 joining a Combat Engineer Battalion. Shortly thereafter he was deployed to Afghanistan in support of Operation Enduring Freedom in 2005-2006 where he served with the 82nd Airborne, 10th Mountain, and 173rd Airborne.

Upon returning home Ryan continued his service in the Army Reserves while attending the University of South Carolina's Darla Moore School of Business where he graduated with degrees in Finance and Economics in 2009. While completing his degrees Ryan began his real estate career as a residential agent for Coldwell Banker United Realtors where he specialized in first time home buyers. In 2008-2009 Ryan began working with A. L. Saad & Companies assisting in the development of several commercial projects including national retail tenants such as O'Reilly Auto Parts.

After graduation Ryan decided to further his education and began the University of South Carolina's Juris Doctorate & International MBA dual degree program. Ryan focused on finance and real estate law courses while at the School of Law and focused on Management and Entrepreneurship while earning his International MBA at the Darla Moore School of Business. While studying Portuguese in Brazil as part of the MBA Ryan worked for Green Farm, a unique for profit environmental conservation project. His paper covering Green Farm and other Payment for Ecosystem Services models has since been published in several international environmental journals.

Ryan is a principal of Southeastern Development Partners, LLC, specializing in providing strategic, financial, brokerage, and development consulting services to real estate developers, owners, and investors in the southeast.



Charles Barkley is a graduate of the University of South Carolina School of Law and the Darla Moore School of Business, and holds both a Juris Doctor, and an International Master's of Business Administration in Finance. He also holds a Bachelor's of Science from Appalachian State University.



Mr. Barkley is a principal of Southeastern Development Partners, LLC, specializing in providing strategic, financial, brokerage, and development consulting services to real estate developers, owners, and investors in the southeast.

Prior to forming Southeastern Development Services, Mr. Barkley served as Chief Financial Officer to Tomlin & Company, a real estate development and investment firm based in Columbia, SC, specializing in market-rate multifamily development, self-storage, and master-planned subdivisions.

Before attending graduate school, Mr. Barkley served as General Manager of a regional title insurance agency specializing in residential, commercial REO, and distressed transactions, spearheading its growth and expansion into eighteen states across the country.

Mr. Barkley is an attorney licensed to practice in South Carolina, and is a member of the South Carolina Bar, the Urban Land Institute, and the American Land Title Association.

MARKETPOINTE



SC STATE MUSEUM

A.L. SAAD & COMPANIES

TD BANK



BELLSOUTH NOW AT&T

PROPERTY LIST



Project Type	Square Footage	Location	Primary Tenant / User
Office	146,000	Columbia, SC	TD Bank
Office	18,000	Cayce, SC	First Priority EMS
Office	200,000	Columbia, SC	SC DOR
Office	40,000	Columbia, SC	Wings and Ale / Roper
Medical Office	20,000	Lexington, SC	Providence Hospital
Office/Retail	16,000	Columbia, SC	Sylvan Jewelers
Office	12,000	Roswell, GA	AT&T
Office	52,000	Greenville, SC	Multiple Office Tenants
Office	13,000	Lexington, SC	Mead & Hunt
Industrial	120,000	Rockingham, NC	Sara Lee Hosiery
Industrial	120,000	Anderson, SC	INERGY
Retail	64,000	Multiple	Oreilly Auto Parts
Industrial	300,000	Spartanburg, SC	Cummins Atlantic
Office	30,000	Columbia, SC	Cummins Atlantic
Office	22,000	Greenville, SC	DSS
Retail	37,500	Multiple	Advanced Autoparts
Office	165,000	Columbia, SC	AT&T and AFLAC
Industrial	120,000	Columbia, SC	International Paper
Retail	325,000	Columbia, SC	Multiple Retailers
Medical Office	22,000	Columbia, SC	DHEC & Mental Health
Office	80,000	Columbia, SC	DSS
Residential	146,000	Multiple	Subdiv. & Multifamily
Multifamily	500,000	Greenville, SC	Woodside Mill
Multifamily	175,000	Florence, SC	Apartment Complex
Office	31,186	Greenville	SHARE
Retail	4,000	Rock Hill, SC	Mattress Firm

A.L. SAAD & COMPANIES

1201 HAMTON STREET
SUITE 2B-4
COLUMBIA, SC 29201

P.O. BOX 5764
COLUMBIA, SC 29250

PHONE 803-254-3795
FAX 803-748-7335

Council District Representatives : Bunker, Rawls, Feagin, Smith
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 and 4.

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 and 4.

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 Council Chairman Gary Bunker, District At-Large; Councilmember Kathy Rawls, District 1; Councilmember Danny Feagin, District 3; and Councilmember Chuck Smith, District 4 as follows:

1. EMERGENCY SERVICES COMMISSION:

Vacant
Expired December 31, 2017

District At-Large, Expires December 31, 2020

2. TAX REVIEW BOARD:

Vacant
Expired December 31, 2018

District 1, Expires December 31, 2022

Vacant
Expired December 31, 2016

District 4, Expires December 31, 2020

3. BOARD OF ADJUSTMENTS AND APPEALS:

Vacant

District 4, Expires December 31, 2020

4. PLANNING COMMISSION:

Vacant

District 3, Expires December 31, 2020

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

(signatures on following page)

ATTEST:

Katelyn Hayes, Council Clerk

SIGNED:

Gary Bunker, Chairman

COUNCIL VOTE:

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 2020 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 2020 Council Contingency Fund:

Agency

Amount

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

ATTEST:

SIGNED:

Katelyn Hayes, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

Contingency Fund Request Pending:

<u>Organization</u>	<u>Dist</u>	<u>Need</u>	<u>Cost</u>
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Sponsor(s) : Administrative Committee
Committee Referral : Administrative Committee
Committee Consideration Date : May 19, 2020
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Extend the Contract with Aiken Regional Medical Centers, Inc. for the Aiken County Employee Health Program.

WHEREAS:

1. By Resolution 12-7-145, Aiken County entered into a contract with Aiken Regional Medical Centers, Inc. to establish the Aiken County Employee Health Program; and
2. This program has been a success and has continued to serve the County and its employees well over the past several years, helping employees improve their health and wellness, and minimizing the use of sick leave; and
3. The program is due for renewal with no increase over last year's cost and it is the recommendation of the administration that the contract with Aiken Regional Medical Centers, Inc. be extended for one year; and
4. County Council desires to extend the contract with Aiken Regional Medical Centers, Inc. under the existing terms and conditions currently in place.

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

1. County Council authorizes the Council Chairman on behalf of Aiken County to execute a one year extension of the contract with Aiken Regional Medical Centers, Inc., or other appropriate related legal entity, for the Employee Health Program under the same terms and conditions currently in place, subject to review and approval of the contract and extension by the County Attorney.

Adopted at the regular meeting of Aiken County Council on May 19, 2020.

ATTEST:

SIGNED:

Katelyn Hayes, Council Clerk

Gary Bunker, Chairman

IMPACT STATEMENT: \$118,000 from the General Fund.

COUNCIL VOTE:

Sponsor(s) : Administrative Committee
Committee Referral : Administrative Committee
Committee Consideration Date : May 19, 2020
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Council Chairman to Execute a Lease on behalf of Aiken County with Greenway Energy, LLC for Office Space at the Applied Research Center formerly known as the Center for Hydrogen Research.

WHEREAS:

1. Aiken County constructed the Applied Research Center at the Savannah River Research Campus to accommodate interests and organizations engaged in technology and economic development activities by leasing space to them;
2. Greenway Energy, LLC desires to lease 1,091 square feet of laboratory space (Laboratory 170) and 161 square feet of office space (Office 183) at the Applied Research Center; and
3. Aiken County is desirous of hosting Greenway Energy, LLC; and
4. Greenway Energy, LLC is a consulting firm that provides hydrogen and fuel cell technology information/guidance/work for customers to include the Savannah River Site (SRS) for the Department of Energy and has upcoming contracts with SRS and has been a tenant in the Applied Research Center and is downsizing; and
5. County Council needs to authorize the execution of a lease for space at the Applied Research Center.

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

1. The Council Chairman is authorized to execute a lease on behalf of Aiken County with Greenway Energy, LLC for laboratory and office space at the Applied Research Center subject to price review and the approval of the lease by the County Attorney.

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

ATTEST:

SIGNED:

Katelyn Hayes, Council Clerk

Gary Bunker, Chairman

IMPACT STATEMENT: Will result in revenue of \$5,645.43 per month to support the operation and maintenance of the Applied Research Center.

COUNCIL VOTE:

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

SAVANNAH RIVER RESEARCH CAMPUS
LEASE AGREEMENT, SRRC-GREENWAY
ENERGY, LLC 05012020

THIS LEASE AGREEMENT, is made and entered into on this **1st** day of **May, 2020** by and between **AIKEN COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina, (hereinafter referred to as the "Landlord") and **Greenway Energy, LLC** (hereinafter referred to as the "Tenant").

WITNESSETH

1. **Premises:** The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the premises of approximately **1,091** rentable square feet identified as **Laboratory 170** and approximately **161** rentable square feet identified as **Office 183** (hereinafter referred to as the "Premises"), in the Applied Research Center (ARC) at the Savannah River Research Campus (SRRC), located at 301 Gateway in Aiken, South Carolina, (hereinafter referred to as the "Building") and being more particularly described in and shown on the floor plan attached hereto as Exhibit "A" and made a part hereof. **TO HAVE AND TO HOLD THE PREMISES** upon the terms and conditions hereinafter set forth.

2. **Term:** The term of this Lease shall be for a period of **one year** beginning on May 1, 2020 and ending at midnight on April 30, 2021. In the event Tenant is not in default of the terms, covenants and conditions of this Lease, Tenant, upon giving Landlord written notice at least ninety (90) days prior to the expiration of the then existing term of the Lease, shall have the option to renew the Lease at the expiration of the original term of one (1) year for an additional period of up to four (4) years on the same terms and conditions contained herein, including an increase in the Base Rent and an increase in the minimum monthly rental effective on October 1 of each year of any term of the Lease at a rate to be determined by increases in the Consumer Price Index as set forth in Section 5 of this Lease. The total number of years of all terms of this Lease, including all extensions and renewals pursuant to this section, shall not exceed five (5) years.

3. **Possession:** If the Tenant accepts possession of the Premises before the commencement date specified herein, the term and rental shall commence on such earlier date. If for any reason the Landlord fails to deliver possession of the premises on or before the specified commencement date, this Lease shall remain in full force and effect and the Landlord shall have no liability for delay, but rental shall not commence until the Landlord delivers possession of the Premises to the Tenant.

4. **Rent:** The Tenant shall pay to the Landlord an annual rental of: **\$64,046.74** for **Laboratory 170**, and **\$3,698.40** for **Office 183** (hereinafter referred to as the "Base Rent"), payable in eleven (11) equal monthly installments (May 2020 – March 2021) of **\$5,645.43** and one (1) monthly installment (April 2021) of **\$5,645.41** in advance, on the first business day of each and every calendar month during the term hereof. The calculation of the Base Rent is as shown in Exhibit D attached hereto and incorporated herein. All rent payments shall be made to Landlord at such place as the Landlord may designate in writing to Tenant. If rental commences on a date other than the first day of the month, rent for the first month shall be prorated and paid with the first regular monthly installment. Pro rata is on the basis of monthly rent divided by the number of days in the particular month. All rent payments hereunder which are not received by the Landlord by the fifteenth (15th) day of each month shall be subject to a delinquency charge of five (5%) percent per month on the unpaid balance, occurring from the first day of every month for which rental is due. Said delinquency charge shall be subject to the default provisions herein.

5. **Base Rent Adjustment:** In order that the Rent amount payable by Tenant may reflect fluctuations in the cost of operating and maintaining the Building during the Term of this Lease, such cost shall be reviewed annually 60 days prior to the anniversary date of the lease, and the Base Rent may be adjusted to reflect any overall increase in said costs. Any resultant adjustment in the Base Rent shall be adjusted by a percentage equal to the percentage change in the Cost of Living Index, more specifically known as the Consumer Price Index of All Items published by the U.S. Department of Labor, Bureau of Labor Statistics. The Base Rent shall be increased or decreased by the percentage change and shall become effective on October 1 of any term of this Lease, such adjustments to be recorded as an amendment to this Lease agreement.

6. **Use:** The Tenant shall use and occupy the Premises solely for office purposes and shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the Premises and the use thereof. Landlord represents and warrants that the building and premises are, and throughout the term of the lease shall continue to be, in compliance with all applicable laws, ordinances, orders or regulations of all lawful authorities having jurisdiction thereof.

7. **Assignment and Subletting:** The Tenant shall not, without the prior written consent of the Landlord, such consent not to be unreasonably withheld, assign this Lease or any interest therein, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent by Landlord to any one assignment or sublease shall not constitute a waiver of this provision with respect to subsequent transactions. Each subtenant or assignee shall be liable to Landlord for all obligations of the Tenant hereunder, but the Tenant shall not be thereby relieved of such obligations.

8. **Improvements:** All improvements, alterations and additions to the Premises desired by Tenant shall be made only at Tenant's expense, in good and workmanlike manner and in accordance with plans and specifications which have been previously approved in writing by the Landlord, and such approval not be unreasonably withheld or delayed. If the improvements, alterations, or additions are to be made by a contractor other than Landlord's, Landlord reserves the right to approve such contractor, which approval shall not be unreasonably withheld, and to require adequate lien waivers, bonds, permits, licenses and insurance. All improvements and additions made by the Tenant and permanently attached to the Premises, including without limitation all partitions, carpets, lighting fixtures, doors, hardware, shelves, cabinets and ceilings, shall remain in the Premises and shall be surrendered to Landlord at the expiration or earlier termination of this Lease.

9. **Utilities and Services:** Landlord shall, during the term hereof, furnish Tenant, without charge: (a) reasonable quantities of water to lavatories, toilets and water fountains in or appurtenant to the Premises; (b) electric power for lighting and small business machines purposes only, such as desktop computers, printer/fax/copiers and calculators; (c) heat and air conditioning reasonably sufficient to heat or cool the Premises from 7:00 a.m. to 6:00 p.m. on Mondays through Fridays except for legal holidays, and from 8:00 a.m. to 11:00 a.m. on Saturdays, and in conformity with all applicable federal and state regulations; (d) janitorial services, on Monday through Friday, for general care and cleaning of the Premises (See

EXHIBIT B); and (e) parking space for staff and visitors to be provided at no additional cost to Tenant. Landlord shall not be liable for loss or damage arising from failure to provide the foregoing utilities or services as a result of strike, casualty, repairs, or other causes beyond Landlord's reasonable control. Tenant shall furnish, at its own expense and without damage or threat of damage to the Building or any part of the Building, any other utilities or services required for its use of the Premises, including, but not limited to, telephone service, internet access and electric power and connections for electronic data processing equipment and other large business equipment.

10. **Maintenance:** The Landlord shall, at its own expense, after notice from the Tenant of the need thereof, make any repairs to the Building structure, roof, and concealed systems (plumbing, electrical, heating and air conditioning) within or serving the Premises as may be necessary for safety and occupancy, except that Landlord shall not be required to make, and Tenant shall make, any such repairs made necessary by the act or neglect of Tenant, its agents, employees or visitors. Landlord shall not be liable for loss or damage resulting from any defective condition in or about the Premises unless such loss or damage results from Landlord's negligent or willful failure to remedy such condition within a reasonable time after Landlord receives notice of or becomes aware of such condition. Except as expressly provided above, Tenant shall, at its own expense, keep and maintain the Premises in good order and repair during the term of this Lease, and shall surrender same to Landlord at the expiration or earlier termination of this Lease in as good condition as they were when received (or subsequently improved or altered), normal wear and tear excepted. Landlord shall have the right to make alterations on or additions and repairs to the Buildings or the Premises, to build additional stories on the Building, and to build adjacent to or adjoining the Building; and shall have an easement for construction through the Premises for such alterations, modifications, additions or repairs, provided that said easement shall not unreasonably interfere with Tenant's right of quiet enjoyment of the Premises.

11. **Property of Tenant:** Tenant may, and at the expiration or earlier termination hereof, shall, remove all furniture, equipment, and other personal property which Tenant shall have placed in the Premises; provided that Tenant shall repair any damage to the Premises caused by such removal. All such property shall, during the term thereof, be at the risk of Tenant only, and Landlord shall not be liable for any loss thereof or damage thereto resulting from any cause whatsoever; and each policy of insurance covering such property shall contain a standard waiver of subrogation endorsement. Any such property not removed

at the expiration or earlier termination of this Lease shall be deemed abandoned and may be disposed of by the Landlord in any manner whatsoever.

12. **Taxes:** Tenant shall pay prior to delinquency, all taxes and assessments of every kind or nature imposed or assessed upon or with respect to furnishings, fixtures, equipment, and other personal property of Tenant placed in the Premises.

13. **Insurance:** Landlord shall, during the entire term hereof, maintain in force casualty insurance on its interest in the Building in such amounts and against such hazards and contingencies as Landlord shall deem desirable for its own protection; provided, however, Landlord shall not be obligated to insure any furniture, equipment, or other property placed in the Premises by or at the expense of Tenant. Tenant shall not permit any use of the Premises that would invalidate or conflict with the terms of any hazard insurance policy covering risks insured by Landlord, and Tenant shall pay the cost of any premium amounts above standard rates for such insurance occasioned by the nature of Tenant's use of the Premises. Tenant shall obtain and maintain a comprehensive policy of liability insurance for bodily injury or property damage which arises from any occurrence on or about the Demised Premises or any appurtenance thereof, as a result of any act or omission of Tenant or Tenant's employees, agents or invitees. Such policy shall be written by a company satisfactory to Landlord. The coverage limits shall be at least One Million Dollars (\$1,000,000) with respect to combined single limit of bodily injury and property damage per occurrence. The Tenant will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. Tenant shall provide written Certification of Insurance to Landlord simultaneously with the execution of this Lease.

14. **Damage or Destruction by Casualty:** If the Premises are wholly or partially destroyed by fire or other casualty, rent payment shall abate from the date of damage or destruction in proportion to Tenant's loss of use thereof, including 100% rent abatement if Tenant is not reasonably able to carry on its customary business, and Landlord shall, at its own expense, promptly restore the Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume, unless said damage was caused by Tenant's negligence, in which case any repair shall be at Tenant's expense; provided, however, Landlord may by written notice to Tenant within forty-five (45) days after the date of

such damage or destruction elect, at its option, not to restore or repair the Premises and Landlord or Tenant may thereafter, at its option, cancel this Lease.

15. **Eminent Domain:** If the whole of the premises, or such portion thereof as will make the Premises unsuitable for the use contemplated hereby, be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemner, and rental shall be accounted for as between Landlord and Tenant as of that date. If any lesser portion of the Premises is thus taken, rental shall abate in proportion to the loss of use occasioned thereby. Tenant shall not have any right or claim to any part of any award made to or received by Landlord for such taking; or any right or claim against Landlord for the value of the unexpired term of this Lease or for any moving expenses, loss or profits, or taking of its personal property (other than its leasehold interest) to which Tenant may be entitled.

16. **Indemnity:** Tenant shall defend, indemnify and hold harmless the Landlord from and against any claims, damages, or expenses, whether due to damage to the Premises, claims for injuries to person or property, or administrative or criminal action by a governmental authority, where such claims arise out of or from use or occupancy of the Premises by Tenant, its agents, employees or invitees, except where such damage, claims or penalties are caused by the negligence of Landlord, its employees or agents.

17. **Landlord's Entry:** Landlord may enter the Premises at reasonable times and in a reasonable manner to inspect or exhibit same, to comply with Landlord's obligations or exercise Landlord's rights under this Lease Agreement, or to make repairs or renovations required in connection with adjoining spaces, provided that said entry shall not unreasonably interfere with Tenant's right of quiet enjoyment of the Premises.

18. **Rules and Regulations:** Tenant, for itself, its agents and employees, agrees to comply with the Rules and Regulations for the Building attached hereto as Exhibit "C" and made a part hereof, and all such rules and regulations which Landlord may hereinafter from time to time promulgate for the care and protection of the Building and the safety, comfort and welfare of its occupants. If any of such Rules and Regulations conflict with any of the provisions of this Lease Agreement, the Lease Agreement shall control, except where such conflicting rules or regulations are in conformity with duly enacted and

applicable ordinance or statute. Landlord shall not be liable for the failure of any other person to comply with such Rules and Regulations.

19. **Default and Remedies:** If Tenant shall fail to pay either Base Rent or additional rent when due, or any other sums of money becoming due hereunder, or if Tenant shall default in the performance of any other of the terms, conditions, or covenants contained in this Lease Agreement to be observed or performed by it and does not remedy such default within thirty (30) days, after written notice thereof by landlord, commence such act or acts as shall be necessary to remedy a default, which is not curable within said thirty (30) days for reasons beyond the control of Tenant, and shall not complete such act or acts within sixty (60) days after written notice, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or file in any court pursuant to any statute, either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Tenant, or if Tenant makes an assignment, or if Tenant shall abandon the Premises or suffer the Lease to be taken under any writ of execution and such writ is not vacated or set aside within fifteen (15) days, then in any such event the Landlord shall have the immediate right of reentry without resort to legal process and the right to terminate and cancel this Lease. If Landlord should elect to reenter as herein provided, or should it take possession pursuant to legal proceedings, it may either terminate this Lease or it may from time to time without terminating this Lease, relet the Premises for such term and at such rentals and upon such other terms and conditions as the Landlord may deem advisable. If such reletting shall yield rentals insufficient for any month to pay the rental due by Tenant hereunder for that month, Tenant shall be liable to Landlord for the deficiency and same shall be paid monthly. No such reentry or taking possession of the Premises by Landlord shall be construed as an election to terminate this Lease unless written notice of such intention be given by the Landlord to the Tenant at the time of such reentry; but notwithstanding any such reentry and reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. If as a result of a default hereunder, either Landlord or Tenant shall institute legal proceedings for the enforcement of the other party's obligations, the non-prevailing party shall pay all costs incurred by the prevailing party, including reasonable attorney's fees.

20. **Remedies Cumulative-Non-Waiver:** No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be distinct,

separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity; and every power and remedy given by this Lease Agreement may be exercised from time to time as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default on the part of Tenant shall impair any such right or power, or shall be construed to be a waiver of any such default, or any acquiescence therein. The acceptance of rent by Landlord with knowledge of default by Tenant hereunder shall not constitute a waiver of such default.

21. **Quiet Enjoyment:** If Tenant shall pay the rent and perform and observe all of the other covenants and conditions to be performed and observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment of the Premises without interference from Landlord or any person lawfully claiming through Landlord, subject, however, to the terms of this Lease Agreement and any mortgages or deeds of trust provided for in paragraph 23 hereof.

22. **Estoppel Certificate:** Within ten (10) Business days after written request thereof by the Landlord or any mortgagee or trustee under a mortgage or deed of trust covering the Premises, Tenant shall deliver in recordable form a statement to any mortgagee, trustee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease Agreement, including without limitation (if such be the case) that this Lease Agreement is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that Tenant claims no defense or set-off to the due and full performance of its obligations under this Lease Agreement.

23. **Subordination and Attornment:** Tenant agrees that this Lease shall be subject and subordinate to any mortgages, deeds of trust or any ground lease now or hereafter placed upon the premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust. Tenant agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchases at a sale pursuant to the foreclosing thereof, and to the lessor in the event of a termination of any such ground lease.

24. **Notices:** All notices provided for in this Lease Agreement shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Landlord:	Savannah River Research Campus Aiken County Government Attn: SRRC Manager 227 Gateway Drive Aiken, SC 29803
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If to Tenant:	Greenway Energy, LLC Attn: Scott Greenway 273 Magnolia Road Aiken, SC 29803-2691
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Notices shall also be sent to the holder or holders of any mortgage or deed of trust covering the Premises at such address as such holder or holders may have given by notice as herein provided. Either party hereto, or any such holder, may from time to time, by notice herein provided, designate a different address to which notices to it shall be sent.

25. **Governing Law:** The principle place of business for the purpose of this lease is South Carolina and any litigation arising from the Lease shall be proper only in a Court of competent jurisdiction in Aiken County, South Carolina.

26. **Successors:** This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, except as otherwise provided for in this Lease Agreement.

27. **Nature and Extent of Agreement:** This Lease Agreement, including the exhibits attached hereto, contains the complete agreement between the parties regarding the terms and conditions of the lease of the Premises, and there are no oral or written conditions terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be

modified only by written instrument duly executed by both parties and their respective successors in interest.

28. **Holding Over:** This Lease expires at the end of the term defined herein, but it is expressly understood that if Tenant holds over removal of its property, and Landlord accepts rent for said month, such acceptance shall operate as a renewal of the tenancy for another month and for each additional month for which Landlord accepts rent. Should Landlord require possession of the Premises, it shall give Tenant thirty (30) days to vacate the said Premises during holdover period.

29. **Attorney's Fees:** If Tenant defaults in the performance of any of the covenants of this Lease and by reason thereof Landlord employs the services of an attorney to enforce performance by Tenant, to evict Tenant, to collect monies due by Tenant, or to perform any service based upon said default, and if Landlord is the prevailing party, then that Tenant shall pay a reasonable attorney's fee and all reasonable expenses and costs incurred by Landlord pertaining thereto.

30. **Non-Waiver:** The failure of Landlord or Tenant to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord and Tenant may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

31. **Termination for Convenience:** Tenant or Landlord may terminate this Lease, prior to the expiration date, by providing the other party ninety (90) days written notice via Certified U. S Mail. This termination is only valid if all obligations are current as of the origination date of the termination notice. If this agreement is so terminated all obligations including rent shall remain in effect until they are met. Rental costs will be prorated through to midnight of the termination date.

32. **Non-Easement:** It is understood and agreed that this Lease does not grant any rights to light and air over property adjoining the land on which the leased premises are situated.

33. **General:**

- A. **Time of the Essence:** It is understood and agreed between the parties hereto that time is of the essence in all of the terms and provisions of this Lease.
- B. **Captions and Titles:** The captions and titles appearing within this Lease are for reference only and shall not be considered a part of this Lease or in any way to modify, amend or affect the provisions thereof.
- C. **Grammatical Changes:** The proper grammatical changes shall be understood and apply where necessary to designate the plural rather than the singular and the masculine or feminine gender.
- D. **Recordation and Documentary Stamps Taxes:** This Lease shall not be recorded, but a short form referring to this Lease, describing the premises and setting forth the term thereof may be recorded by either party. The cost of South Carolina Documentary Stamp Taxes due shall be paid by the recording party.
- E. **No Partnership:** Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venture or a member of a joint enterprise with Tenant.
- F. **Binding Agreement:** The conditions, covenants and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators and assigns. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been made in accordance with the provisions set out in this Lease.

34. **Covenant:** This Lease is subject to the Covenant of Purpose Use and Ownership between AIKEN COUNTY, SOUTH CAROLINA and the Economic Development Administration duly recorded in the RMC office for Aiken County in Misc. Volume 753 at Page 213 and the Declaration of Covenants, Conditions, and Restrictions of Savannah River Research Campus recorded in the RMC office for Aiken County in Misc. Volume 819 at Page 181.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective Hands and Seals on the day and year first written above.

WITNESSES (1):

TENANT: Greenway Energy, LLC

Cherryl E. Williams

Print name:

Cherryl E. Williams

BY: Scott Greenway

Print name:

Scott Greenway

WITNESSES (2):

Angel L. Keitt

Print name:

Angel L. Keitt

TITLE: President

LANDLORD: AIKEN COUNTY, SOUTH
CAROLINA, a body politic and corporate and a
political subdivision of the State of South Carolina.

WITNESSES (1):

Print name:

BY: _____
TITLE: County Council Chairman

WITNESSES (2):

Print name:

ATTEST:

Council Clerk [KH]

EXHIBIT A

Greenway Energy, LLC at the Applied Research Center

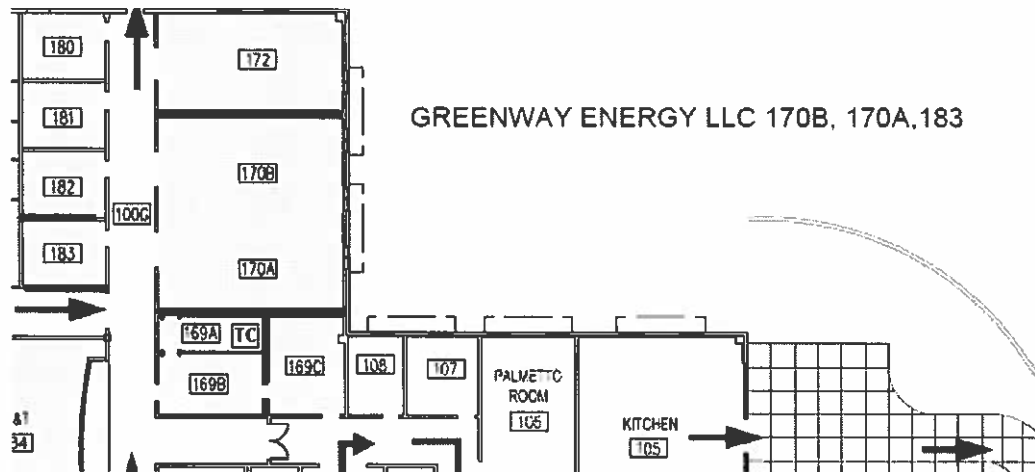


EXHIBIT B

JANITORIAL SERVICES

The Lessor shall provide and pay for all janitorial services to keep the premises in good and tenantable condition. The Lessor shall have the right to enter the Premises at reasonable times in order to inspect the same and to perform such services, but this right shall be exercised in a manner that does not unreasonably interfere with Lessee's use of the Premises. Daily, once a week, and once a month janitorial services shall be performed during normal working hours.

Janitorial services provided by the Landlord, include as applicable, but are not limited to the following:

1. DAILY (Monday through Friday)

- a. Trash receptacles shall have plastic liners. Receptacles shall be emptied daily.
- b. Desks, tables, and other office furniture and counter tops shall be dusted. Desk tops will not be dusted if there are papers on them.
- d. All public area vinyl floors will be dust mopped.
- e. All restrooms, including floors, fixtures and mirrors, will be cleaned thoroughly. Floors will be wet mopped.
- f. Paper towel racks, soap dispensers, and toilet paper will be refilled as needed.
- h. Lunchroom/vending room floors, tables and counter tops, sinks, interior and exterior surfaces of appliances will be thoroughly washed and cleaned.
- i. Spills will be removed and cleaned up in keeping the premises in good and tenantable condition.

2. ONCE A WEEK

- a. Drinking fountains will be cleaned and sanitized.
- b. Moving boxes, including computer boxes, large items of trash, bulk items, recyclables, and similar items too large for receptacles will be removed.
- c. Carpet areas will be vacuumed weekly.
- d. First floor front entry and corridor tile will be damp mopped.
- e. Entrance area will be cleaned and maintained as needed. Fingerprints from door glass will be removed as needed.
- f. All ledges and other flat surfaces, except high ledges (over 6'), will be dusted.

3. ONCE A MONTH

- a. Trash cans will be washed as needed.
- b. Doors will be wiped down.

4. ONCE EVERY SIX MONTHS

- a. High ledges (over 6') will be dusted.
- b. Vinyl floors will be cleaned and waxed.
- c. Venetian blinds/interior windows will be cleaned.
- d. Air vents will be cleaned.
- e. Carpets will be cleaned.

5. ANNUALLY

- a. Light Fixtures will be cleaned.
- b. Inside of windows will be cleaned.

EXHIBIT C

RULES AND REGULATIONS

1. The sidewalks, entry passages, corridors, halls, elevators and stairways shall not be obstructed by tenants, or used by tenants for any purpose other than ingress or egress.
2. No advertisement or other notice shall be inscribed, painted or affixed on any part of the outside or inside of the Building, except upon the doors, and of such order, size and style, and at such places as shall be designated by Landlord.
3. No tenant shall do or permit to be done in its Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Building, or obstruct or interfere with the rights of other tenants or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the servicing fire protection agency, or conflict with any rules and ordinances pertaining to health and safety. Tenants, their agents and employees, shall maintain order in the Building and shall not interfere in any way with other tenants or those having business with them. Nothing shall be thrown by tenants, their agents or employees, out of the windows or doors, or down the passages of the Building. No rooms shall be occupied or used as sleeping or lodging apartments at any time. No part of the Building shall be used or any way appropriated for gambling, immoral activity, or other unlawful purpose.
4. Tenants shall not employ persons other than the janitors of Landlord (who will be provided with pass-keys into the offices) for the purpose of cleaning or taking charges of the Premises.
5. No animals, birds, bicycles or other vehicles, shall be allowed in the Building other than wheelchairs without the consent of the Landlord.
6. No painting shall be done, nor shall any alterations be made to any part of the Building by putting up or changing any partition, doors, or windows, nor shall there be any nailing, boring, or screwing into the woodwork or wallboard, nor shall any connection be made to the electric wires or gas or electric fixtures, without consent in writing on each occasion of the Landlord or its agent. Tenant shall not injure, overload or deface the Building, the woodwork or the walls of the Premises, nor carry on upon the premises any noxious, noisy, or offensive business.
7. Two (2) keys for each office will be furnished without charge. No additional locks or latches shall be put upon any door opening directly into any hallway without the written consent of the Landlord. Tenants, at termination of their lease of the Premises, shall return to Landlord all keys to doors in the Building.
8. Landlord will post on the directory of the Building one name to be designated by the Tenant at no charge. All additional names which Tenant shall desire to be put upon said directory must be first consented to by Landlord, and if so approved, a charge will be made for such additional listing as prescribed by Landlord to be paid to Landlord by Tenant.
9. Landlord in all cases retains the authority to prescribe the weight and position of iron safes or other heavy articles.
10. All blinds or covering of any kind over the windows shall be of such shape, color and material as may be prescribed by Landlord. No awnings shall be placed on the Building.

11. No wiring, boring, or cutting shall be done in the Building except with the written consent of Landlord, and under the supervision of Landlord's agent or representative.
12. Tenant shall not install or operate commercial food or drink vending machines in the Premises.
13. Landlord reserves the right at all times to exclude newsboys, loiterers, vendors, solicitors, and peddlers from the Building and to require registration or satisfactory identification or credentials from all persons seeking access to any part of the Building outside of the execution of such control, but shall not be liable for the granting or refusal of such access.
14. Parking permitted in circular drive for loading and unloading only. Vehicles left unattended are subject to ticketing or towing at the vehicle owner's expense.
15. The Tenant will post no signage in building public areas without the permission of the SRRC Management.

EXHIBIT D
Greenway Energy, LLC Renewal Option

2021-2022

CPI INFLATION CALCULATOR example

2020 Rent \$71,540.14 X 2021 CPI % = \$ + 2020 Rent \$71,540.14 = \$

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : May 19, 2020
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Council Chairman to Execute an Intergovernmental Agreement on behalf of Aiken County with the Town of Monetta and Authorize the Council Chairman or County Administrator to File a Joint Application with the Town of Monetta for a Community Development Block Grant for Improvements to the Town's Water System.

WHEREAS:

1. The Town of Monetta desires to upgrade its water to its citizens and the surrounding area;
2. The project consists of the installation of a 150,000-gallon elevated water tank for its municipally-owned water system to complement its current but aged 100,000-gallon tank, with the impact not only being the availability of more water but also increased pressure and flow;
3. Because a portion of the project service area is located outside of the corporate limits of the Town of Monetta, South Carolina Department of Commerce and CDBG guidelines require there be a joint application and an intergovernmental agreement between Aiken County and the Town of Monetta; and
4. Aiken County Council desires to enter into an intergovernmental agreement to assist the Town of Monetta with this important project.

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

1. The Council Chairman is authorized to execute an Intergovernmental Agreement between Aiken County and the Town of Monetta relating to the project for the installation of a 150,000 gallon elevated water tank for the Town's water system which also serves properties located outside the Town's corporate limits and the Council Chairman or County Administrator is authorized to file a joint application with the Town for a Community Development Block Grant to fund this project.
2. The execution of the Intergovernmental Agreement described in Section 1 is subject to the review and approval of the Agreement by the County Attorney.

Adopted at the regular meeting of Aiken County Council on May 19, 2020.

ATTEST:

SIGNED:

Katelyn Hayes, Council Clerk

Gary Bunker, Chairman

IMPACT STATEMENT: No funds from the County Budget.

COUNCIL VOTE:



PO BOX 850, 2748 Wagener Road, Aiken, SC 29802

P | 803-649-7981

F | 803-649-2248

www.lscog.org

MEMO

To: Aiken County Government

From: Nathaniel Foutch, Lower Savannah Council of Governments

Date: 04/27/2020

Re: Town of Monetta and Aiken County – Potential Community Development Block Grant Project for a New Water Tower

The Town of Monetta is in the process of applying for funding through the State of South Carolina Department of Commerce's Community Development Block Grant (CDBG) program for the installation of a 150,000-gallon elevated water tank for its municipally owned water system. This is federal Department of Housing and Urban Development (HUD) grant funding that is allocated to the South Carolina Department of Commerce for use in mainly rural areas. In order to be considered eligible for this funding, the Town of Monetta demonstrated that a majority of its water system users are low and moderate income residents. Currently, the Town's water system only has one aging 100,000-gallon storage tank, and the Town often experiences high levels of turnover in its existing tank and a water deficit during peak usage times. In order to provide for acceptable elevated water storage capacity that will improve overall water system pressure and flow, an additional storage tank is desired by the Town of Monetta's administration to improve the water system's overall functionality and sustainability. The Town has retained AECOM to prepare the preliminary engineering report for this project. The proposed location is to be near the intersection of Trojan Road and US Highway 1 near the Ridge Spring-Monetta High School. A preliminary cost estimate of the project is \$918,000 of which CDBG would fund \$872,100 and the Town would fund the remaining \$45,900.

The service area for this proposed project includes the jurisdictions of the Town of Monetta, Aiken County, and Saluda County. Both the Town of Monetta and Aiken County contain significant numbers of beneficiaries from this proposed project within their respective jurisdictions. For any CDBG project that has a significant number of beneficiaries in more than one jurisdiction, an intergovernmental agreement is required between the respective entities. The intergovernmental agreement that is currently being proposed between the Town of Monetta and Aiken County is the standard template provided directly from the South Carolina Department of Commerce.

The Town of Monetta will be the lead jurisdiction in making the application to the South Carolina Department of Commerce for CDBG funds and will be the grantee of the State of South Carolina for these funds. As the grantee of the State, the Town of Monetta is fully and solely responsible for compliance with all financial management, environmental



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review, civil rights, recordkeeping, reporting, and other requirements of the CDBG program and of the grant contract with the State. The Town of Monetta's administration is fully committed to the required matching of funds, and it will be the responsible entity for all future maintenance and upkeep of the proposed project. The Town of Monetta has also certified that the project will not create an undue operating burden for the Town or its water users. The Town of Monetta intends to contract with Lower Savannah Council of Governments to carry out the Town's responsibilities and to ensure its federal and state compliance if the grant is awarded.

For this project, Aiken County's sole responsibility will be compliance with the following requirements of the CDBG program (unless otherwise authorized):

- a) The development and presentation, for public review and comment, of a written Citizen Participation Plan (CP Plan);
- b) Identification of the jurisdiction's housing and community development needs, in accordance with the requirements of the jurisdiction's CP Plan;
- c) An application public hearing held in accordance with the requirements of the jurisdiction's CP Plan;
- d) Development of a residential anti-displacement plan; and
- e) An action plan taken to affirmatively further fair housing during the course of the grant period.

Furthermore, Aiken County must provide documentation demonstrating its compliance with the requirements specified above and must retain such documentation and other required records and documents for the period of time specified by the State.

Lower Savannah Council of Governments through its annual CDBG Planning Grant already ensures that Aiken County complies with the above CDBG requirements, and this project will not require any new burden for Aiken County or its residents. It is the hope of both the Town of Monetta and Lower Savannah Council of Governments that this project will act as a sustainable, regional solution in northeastern Aiken County by providing new and reliable water infrastructure for these residents of whom a majority are considered low and moderate income.

If any member of Aiken County Government has any further questions, concerns, or doubts, do not hesitate to contact Nathaniel J. Foutch (nfoutch@lscog.org, 803-645-4811) at your first convenience.

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : May 19, 2020
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 of a private subdivision named Bridle Creek Phase 3-A in Council District 2 has requested that the official name be assigned to a road which was recently constructed; and
2. Aiken County Geo-Services has approved the road names of Parque Lane P-1594 and Gundy Drive P-2050 in Bridle Creek Phase 3-A 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 names are hereby assigned to the following Private roads in Bridle Creek Phase 3-A Subdivision.

<u>Road Name</u>	<u>Road No.</u>	<u>Map-Grids</u>	<u>District</u>	<u>Council Member</u>
Parque Lane	P-1594	115 / D-2	2	Camille Furgiuele
Gundy Drive	P-2050	115 / D-2	2	Camille 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:

Katelyn Hayes, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : May 19, 2020
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Accept a Deed of Dedication for an extension of Tralee Drive (C-2886), an extension of Edenberry Row (C-2887), an extension of Tramore Row (C-2888), an extension of Bellingham Drive (C-2703) and Associated Improvements in the Subdivision known as The Retreat at Storm Branch Section Five Phase A Located in Council District 3 from Storm Branch Ventures, LLC.

WHEREAS:

1. Storm Branch Ventures, LLC, the developer, has completed construction of an extension of Tralee Drive (C-2886), an extension of Edenberry Row (C-2887), an extension of Tramore Row (3-2888), and an extension of Bellingham Drive (C-2703), and associated improvements, including all curbs and storm water gutters and facilities located within the aforesaid rights of way of the aforesaid streets and roads and the storm water collection system consisting of all storm water or storm sewer drainage pipes, improvements and easements identified as being conveyed to Aiken County, and a perpetual easement for ingress and egress to access same, all as shown on the final plat to be recorded of The Retreat at Storm Branch Section Five Phase A which contains 42 lots located in County Council District 3; and
2. The developer has provided a Deed, Certificate of Title and related documents concerning the roads and associated improvements proposed for dedication to the County which are under review by the County Attorney; and
3. The Department of Planning and Development and Department of Engineering have recommended approval of the proposed dedication.

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

1. Subject to the conditions in Section 2 below, the Aiken County Council hereby accepts the Deed of Dedication for an extension of Tralee Drive (C-2886), an extension of Edenberry Row (C-2887), an extension of Tramore Row (C-2888), an extension of Bellingham Drive (C-2703) and associated improvements, including all curbs and storm water gutters and facilities located within the aforesaid rights of way of the aforesaid streets and roads; the storm water collection system consisting of all storm water or storm sewer drainage pipes, improvements and easements identified as being conveyed to Aiken County, and a perpetual easement for ingress and egress to access same, all as shown on the final plat to be recorded of The Retreat at Storm Branch Section Five Phase A Subdivision.
2. The acceptance set forth in Section 1 above is subject to the County Attorney approving the Deed of Dedication and all other documents relating to the dedication of the roads and associated improvements described hereinabove and to Storm Branch Ventures, LLC, making all revisions to those documents required by the County Attorney.

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

ATTEST:

SIGNED:

Katelyn Hayes, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

K:\COUNCIL MEETINGS\5.19.2020\RES Storm Branch (JH).doc

Sponsor(s) : Judicial and Public Safety Committee
Committee Referral : Judicial and Public Safety Committee
Committee Consideration Date : May 19, 2020
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the County Administrator to Submit and Accept a Grant from the Bureau of Justice Assistance (BJA) Fiscal Year 2020 Coronavirus Emergency Supplemental Funding for Law Enforcement Equipment.

WHEREAS:

1. The Aiken County Sheriff has been awarded a grant of \$119,531 from the Bureau of Justice Assistance (BJA) Fiscal Year 2020 Coronavirus Emergency Supplemental Funding for Law Enforcement Equipment; and
2. This grant is being used for specialized equipment; and
3. Aiken County desires to submit and accept the grant.

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

1. The Aiken County Council authorizes the County Administrator to submit and accept a grant from the Bureau of Justice Assistance Fiscal Year 2020 Coronavirus Emergency Supplemental Funding Assistance Grant Program, Local Solicitation, for law enforcement equipment.

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

ATTEST:

SIGNED:

Katelyn Hayes, Council Clerk

Gary Bunker, Chairman

IMPACT STATEMENT: \$119,531.00 in Federal Funding.

COUNCIL VOTE:

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 Form and Contents of the Application for Volunteer Fire Departments Seeking Capital Projects
Sales Tax IV Funding for Construction of an Additional Station.

WHEREAS:

1. Aiken County Council provided \$500,000 in the Capital Projects Sales Tax IV program establishing a grant program to assist volunteer fire departments in the County with the construction of an additional station in areas needing coverage;
2. This grant program, as outlined by Council, is to match fire department funding on a 100% basis up to a maximum of \$50,000;
3. Resolution No. 19-2-180 established the criteria and conditions volunteer fire departments must meet in order to qualify for the grant and directed the County Administrator to develop an application for the program;
4. The Application for the program was developed and recommended for approval by the Ad Hoc Fire Advisory Committee, and thereafter, a few revisions were made to the Application upon the advice of several fire departments and County staff to provide more flexibility to the departments desiring to apply for the grant and to the County in administering the program; and
5. The Judicial and Public Safety Committee has recommended approval of the Application to County Council, and County Council now wishes to approve the Application.

NOW THEREFORE BE IT RESOLVED THAT THE AIKEN COUNTY COUNCIL:

1. Aiken County Council does hereby approve the grant Application for additional station funding for the volunteer fire departments, a copy of which is attached hereto.
2. The County Administrator is directed to forward the Application to those volunteer fire departments that have expressed interest in the program and to notify the remaining volunteer departments that should they have an interest in the program, they should notify the County Administrator of their intent to apply by October 30, 2020.

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

ATTEST:

SIGNED:

Katelyn Hayes, Clerk to Council

Gary Bunker, Chairman

IMPACT STATEMENT:

COUNCIL VOTE:

**AIKEN COUNTY
CAPITAL PROJECTS SALES TAX IV
GRANT APPLICATION/ADDITIONAL STATION**

Date of Application: _____

Legal name of organization applying: _____
(Should be same as on IRS determination letter and as supplied on IRS Form 990)

Year Founded: _____ Current Operating Budget: _____

Chief: _____ E-mail Address: _____

Contact person/title/phone number:
(If different from Chief): _____

Address (Main Fire Department): _____

City/State/Zip: _____

Phone number: _____ Alt. Number: _____

Total Project Cost: \$ _____

Amount Requested: \$ _____

Projected Dates of Construction:
(Start date and days to complete)

Please provide the following additional information:

- a. Proposed Location of Station: _____
(Station must serve areas currently located more than five miles from existing stations)

General Description of Area of Fire District to be served: _____
(Attach Map of area if available)

- b. Fire department is responsible for providing all insurance, maintenance and upkeep for the station. Please provide the name of the insurance company providing coverage and policy number if available. If not currently available, department will be required to provide that information prior to start of construction.

- c. Station must contain a minimum of one bay for a fire vehicle. Please provide a copy of the floor plan for the structure if available. The department should also present a site plan for review. The design of the structure must be acceptable to the County and meet all building code requirements, including being ADA compliant. **If not currently available, department will be required to provide that information prior to start of construction.**
- d. Fire department must provide a Class A Pumper for the additional station. Please provide the Year, Make and Model of the apparatus to be provided for the station:
-
- e. Fire department must provide automatic mutual aid for the neighboring department that is closest to the new station and all those that are within five miles of the new station. Please provide a listing of those departments with which you have current mutual aid agreements.
-
- f. List any additional support from all other sources for this project: _____
-
- g. The use of Capital Projects Sales Tax IV for this program with non-profit corporations or similar private entities requires the County to maintain ownership of the station at least until the receipt of all Capital Projects Sales Tax proceeds, currently projected to be April of 2026. **By executing and submitting this application for funding, the department acknowledges and accepts that ownership of the facility will remain with the County until all proceeds from CPST IV are received by the County.**
- h. The department will be required to execute a lease with Aiken County as owner of the facility with terms and conditions acceptable to the County. This lease must be executed prior to the start of construction (of the facility). **By executing and submitting this application for funding, the department acknowledges and accepts that a lease for use of the facility with Aiken County as owner shall be in place prior to occupancy of the facility.**
- i. In the event that the strict application of the requirements in g and h above would prevent the department from obtaining a loan, grant, land or other financial assistance needed to provide funds to complete the construction of the new station, the County Administrator and County Attorney shall work with the department and its lender or grantor to determine if there are other terms that the department's lender or grantor would accept that also would satisfy the legal requirements applicable to the use of CPST IV funds provided to the County by SCDOR as determined by the County Administrator and County Attorney.

I hereby acknowledge and certify the above information is, to the best of my knowledge, accurate and true.

Signature, Chairperson, Board of Directors

Signature, Department Chief

Typed/Printed and Name and Title

Typed/Printed Name and Title

Date of Application

**AIKEN COUNTY COUNCIL
CONTINGENCY FUND FY2020**

STATUS REPORT AS OF May 6, 2020

BALANCE OF CONTINGENCY FUND TO DATE: \$7,514.00

FY 2020 APPROPRIATIONS

Resolution #	Allocations	District #	Request	
RES 19-07-105	\$180 to Aiken County Public Works	1	Signs for Town of Wagener	(\$180.00)
	\$500 to Cedar Masonic Lodge #184 in Wagener	1	Outreach programs	(\$500.00)
	\$1,000 to Wagener VFW Post 6304	1	Public flags & educational programs	(\$1,000.00)
	\$1,000 to Beech Island Historical Society	3	Funding for museum & store	(\$1,000.00)
	\$1,000 to Beech Island Garden Club	3	Beautification projects	(\$1,000.00)
	\$475 to Applied Research Campus	At-Large	Rental fee for room at SRRC (United Way event)	(\$475.00)
	\$870 City of New Ellenton	2	Sponsor Atomic City Festival	(\$850.00)
RES 19-08-115	\$1,000 to Town of Salley	At-Large & 1 (\$500 each)	Annual Chitlin Strut	(\$1,000.00)
	\$500 to Belvedere Girls Softball	5	Improvements to field areas	(\$500.00)
	\$500 to Hankinson Boxing Gym	8	assist with funding for gym	(\$500.00)
	\$650 Horse Creek Midland Valley Veteran's Park	At-Large & 7 (\$200 each), (\$100), 2 (\$150)	5 funding for museum park	(\$650.00)
	\$150 Horse Creek Midland Valley Veteran's Park	7	Magazine ad sponsorship	(\$150.00)
	\$500 to Redcliffe Elementary School	7	Funding for books & magazines	(\$500.00)
	\$115 to the Cumbee Center	2	Sponsor annual race	(\$115.00)
	\$500 to Wreaths Across America	2 & 6 (\$150 each) & 5 (\$100 each)	3 Wreaths for Veterans graves	(\$500.00)
	\$100 to Good News Jail & Prison Ministry	2	Support prison ministry programs	(\$100.00)
	\$300 to Silver Bluff Athletic Booster Club	2	Sponsor high school athletic programs	(\$300.00)
	\$1,000 to Olde Towne Preservation Association	4 & 5 (\$500 each)	Sponsor programs & events	(\$1,000.00)
RES 19-09-136	\$1,000 to First Baptist Church of Vaulcluse	6	Welcome signs for Vaulcluse	(\$1,000.00)
	\$200 to St. Mary's Parish School	2	Annual Chocolate Festival	(\$200.00)
	\$1,000 to Midland Valley Lions Club	3	Support outreach programs	(\$1,000.00)
	\$200 to Horse Creek Midland Valley Veteran's Park	3	Funding for park and museum	(\$200.00)
RES 19-10-148	\$1,000 to Horse Creek Trust	6	Graniteville Christmas Tree lighting	(\$1,000.00)
	\$500 to Warrenville Community Christian Council	6	Assist with funding for projects	(\$500.00)
	\$30 to Trophies Unlimited	8	Plaque for Henry Craig resolution	(\$30.00)
	\$250 to Storm Branch Baptist Association	8	150th Anniversary celebration	(\$250.00)
	\$500 to Delta Sigma Theta Sorority	8	Sponsorship of Oratorical Contest	(\$500.00)
	\$1,000 to Friends of the Aiken County Animal Shelter (FOTAS)	At-Large (\$300) 1,2,3,4,5,6 (\$100 each)	Funding for shelter needs	(\$1,000.00)
	\$1,000 to Jesse C. Lynch Memorial Post 71	4 & 5 (\$500 each)	Sponsor Boys State Program	(\$1,000.00)
RES 19-11-163	\$1,000 to American Legion Auxiliary Unit 153	3	Palmetto Girls State Program	(\$1,000.00)
	\$250 to Good News Jail Ministry	At-Large	Outreach programs	(\$250.00)
	\$1,000 to North Augusta Lions Club	4 & 5	Sponsor Christmas Parade	(\$1,000.00)
	\$1,000 to Breezy Hill Baptist Church	At-Large, 1,2,3,4,5,7,8 (\$100 each) 6 (\$200)	Christmas on Breezy	(\$1,000.00)
	\$600 to Valley Empty Stocking Fund	At-Large & 6 (\$200 each) 3 & 7 (\$100 each)	Help with funds for organization	(\$600.00)
	\$1,000 to Friends of the Nancy Carson Library	4 & 5 (\$500 each)	Help with funding for library projects	(\$1,000.00)
	\$500 to Hankinson Boxing Gym	8	Funding for programs	(\$500.00)
	\$250 to Aiken-Barnwell Mental Health	8	Services and programs offered	(\$250.00)
	\$200 to Aiken Symphony Orchestra	2	Funding for programs	(\$200.00)
	\$200 to Aiken Habitat for Humanity	2	Funding for programs	(\$200.00)
	\$500 to the Town of Jackson	2	Annual Hook & Cook Festival	(\$500.00)
RES 19-12-179	\$100 to Mental Health of America- Aiken	7	Santa Scramble Golf Tournament	(\$100.00)
	\$1,000 to Community Ministry of North Augusta	4 & 5 (\$500 each)	Funding for assistance programs	(\$1,000.00)
	\$250 to Aiken-Barnwell Mental Health Center	5	Funding for assistance programs	(\$250.00)
RES 20-01-03	\$500 to Fermata Foundation, Inc.	7	Restore Fermata Gymnasium	(\$500.00)
	\$1,000 to Eureka Fire Department	6	Funding for training classes	(\$1,000.00)
	\$1,000 to Aiken Horsepower Foundation	At-Large (\$300) 1,2,3,5,6,7,8 (\$100 each)	Sponsor annual car show	(\$1,000.00)
RES 20-01-09	\$750 to Aiken-Augusta Wounded Warrior	At-Large, 1,2,5,6,7 (\$125 each)	Sponsor Charity Golf Classic	(\$750.00)
	\$500 to Alpha Phi Alpha Fraternity	8	Fund scholarship program	(\$500.00)
	\$500 to Town of Jackson	2	Sponsor youth sports programs	(\$500.00)
RES 20-02-19	\$500 to Delta Sigma Theta Sorority	8	Assist in scholarship programs	(\$500.00)
	\$500 to Children's Place Inc.	7	Sponsor celebrity waiter night	(\$500.00)
RES 20-02-23	\$400 to American Heart Association	At-Large, 1,2,7 (\$100 ea)	Aiken County fundraising campaign	(\$400.00)
	\$54 to Trophies Unlimited	8	Plaques for resolutions	(\$54.00)
	\$185 to Aiken County Public Works	7	Road signs for Mt. Harris Baptist Church	(\$185.00)
	\$1,000 to Jesse C. Lynch Memorial Unit 71	4 & 5 (\$500 ea)	Palmetto Girls State scholarships	(\$1,000.00)
	\$261 to Aiken County Public Works	1	Road signs for Clear Water Branch Baptist Church	(\$261.00)
RES 20-03-33	\$1,000 to Aiken County EMS	At-Large & 1 (\$500 each)	2020 Hollow Creek Enduro Race	(\$1,000.00)
	\$500 to the Aiken Chapter of The Links	8	Senior Recognition Day	(\$500.00)

**AIKEN COUNTY COUNCIL
CONTINGENCY FUND FY2020**

STATUS REPORT AS OF May 6, 2020

BALANCE OF CONTINGENCY FUND TO DATE: \$7,514.00

FY 2020 APPROPRIATIONS

Resolution #	Allocations	District #	Request	
RES 20-03-37	\$1,000 to Leadership Aiken County	At-Large & 6 (\$100 ea) 2,3,5,7 (\$200 ea)	2019-2020 Class project sponsorship	(\$1,000.00)
RES 20-04-43	\$500 to Aiken County PRT	1	Courtney Center Senior Program	(\$500.00)
	\$1,000 to Ebenezer AME Church	8	Yard work at church	(\$1,000.00)
	\$500 to Golden Harvest Food Bank	2	Sponsor assistance programs	(\$500.00)
RES 20-04-44	\$186 to Aiken County Public Works	7	Watch for Children signs	(\$186.00)
RES 20-05-56	\$800 to Windsor Fire Department	1 (\$500) & 3,6,7 (\$100 each)	Repairs from tornado damage	(\$800.00)

Contingency Fund By District
Expenditures and Balances as of May 6, 2020
(Each District begins the Fiscal Year with \$5000)

	District	Spent	Available
Bunker	At-Large	\$3,150	\$1,850
Rawls	1	\$4,466	\$534
Furguele	2	\$4,240	\$760
Feagin	3	\$5,000	\$0
Smith	4	\$3,200	\$1,800
Haskell	5	\$4,575	\$425
Napier	6	\$4,575	\$425
Siders	7	\$3,246	\$1,754
Hightower	8	\$4,784	\$216
TOTAL		\$37,236	\$7,764