



**ANDERSON  
COUNTY**  
SOUTH CAROLINA

**AGENDA  
ANDERSON COUNTY  
July 7, 2020 at 6:30pm  
Anderson County Civic Center  
3027 Martin Luther King Jr. Blvd.  
Chairman Tommy Dunn, Presiding**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Craig Wooten
3. **APPROVAL OF MINUTES:** June 18, 2020 and June 23, 2020; minutes not received.
4. **CITIZENS COMMENTS:** Agenda Matters only
5. **ORDINANCE THIRD READING:**

**Tommy Dunn**  
Chairman  
Council District 5

**Brett Sanders**  
Vice Chairman  
Council District 4

**Craig Wooten**  
Council District 1

**Gracie S. Floyd**  
Council District 2

**Ray Graham**  
Council District 3

**Jimmy Davis**  
Council District 6

**M. Cindy Wilson**  
Council District 7

**Lacey A. Croegaert**  
Clerk to Council

**Rusty Burns**  
County Administrator

- a. **2020-005:** An ordinance authorizing the execution and delivery of a Special Source Revenue Credit Agreement by and between Anderson County, South Carolina and Tactical Medical Solutions, LLC, with respect to Special Source Revenue Credit to be applied against Fee in Lieu of Tax payments related to certain investments in the County. (Project Robo) **PUBLIC HEARING-NO TIME LIMITS**  
Mr. Burriss Nelson (allotted 5 minutes)
  - b. **2020-008:** An ordinance to amend the Code of Ordinances, Anderson County South Carolina, by adding Article X to Chapter 42 Titled Second Amendment Protection. **PUBLIC HEARING- NO TIME LIMITS** Mr. Ray Graham (allotted 5 minutes)
  - c. **2020-009:** An ordinance authorizing the execution and delivery of certain agreements by and between Anderson County, South Carolina, and Sargent Metal Fabricators, INC. and Bailtuck, LLC whereby, under certain conditions, said Companies will acquire, by construction and purchase, certain property in Anderson County and create certain jobs in Anderson County and Anderson County will execute amendments to certain Fee-in-Lieu-of-Tax Agreement(s) and Special Source Revenue Agreements and provide certain Economic Development Inducements to Sargent Metal Fabricators, Inc. and Bailtuck, LLC and an additional sponsor Affiliate and enact certain further Legislation for said Companies' Project MIT involving an expected Nine Million Five Hundred Thousand Dollars (\$9,500,000) in total investment and the creation of an expected Fifty (50) new jobs in the County. (Project MIT) **PUBLIC HEARING- NO TIME LIMITS**  
Mr. Burriss Nelson (allotted 5 minutes)
  - d. **2020-011:** An ordinance declaring a moratorium for six (6) months on the issuance of approvals of development permits for recreational vehicles ("RV") parks and tiny home subdivisions in Anderson County to allow for development of revised standards. **PUBLIC HEARING- NO TIME LIMITS**  
Ms. Gracie S. Floyd (allotted 5 minutes)
6. **ORDINANCE SECOND READING:**
    - a. **2020-013:** An ordinance to amend the zoning map to rezone +/- 19.00 acres from C-2 (Highway Commercial) to R-M (Multifamily Residential) on Welpine Road, Anderson. TMS# p/o 093-00-03-002. (District 4) **PUBLIC HEARING-NO TIME LIMITS** Ms. Alesia Hunter (allotted 5 minutes)
    - b. **2020-016:** An ordinance to amend the zoning map to rezone +/- 43.91 acres from R-20 (Single-Family Residential) to R-A (Residential-Agricultural) located at 2705 Centerville Road, TMS# 045-00-04-006. (District 5) **PUBLIC HEARING-NO TIME LIMITS** Ms. Alesia Hunter (allotted 5 minutes)

Anderson County Council Agenda for July 7, 2020

- c. **2020-017:** An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Anderson County, South Carolina and [Project Westwind] with respect to certain economic development property in the County, whereby such property will be subject to certain payments in Lieu of Taxes, including the provision certain Special Source Revenue Credits. (Project Westwind)

Mr. Burriss Nelson (allotted 5 minutes)

7. **ORDINANCE FIRST READING:**

- a. **2020-014:** An ordinance to amend the zoning map to rezone +/- 141.83 acres from R-20 (Single-Family Residential) to PD (Planned Development) located at Highway 187, Fants Grove Road, Burns Bridge Road, and William Walker Road, Anderson. TMS #043-00-01-006; 007; 020 and 043-00-11-021. (District 4) **PUBLIC HEARING-NO TIME LIMITS**

Ms. Alesia Hunter (allotted 5 minutes)

8. **RESOLUTIONS: NONE**

9. **ROAD ACCEPTANCE INTO COUNTY INVENTORY:**

- a. Hunters Crossing Subdivision: (District 6)  
Tracker Court, Scout Court

10. **REPORT FROM PUBLIC SAFETY COMMITTEE HELD ON THURSDAY, JULY 2, 2020:**

Approval of Public Safety Minutes

Chairman Ray Graham (allotted 15 minutes)

a. December 16, 2019

b. January 24, 2020

c. February 12, 2020

EMS Items

Radio Approval of West Pelzer

Discussion concerning Radios

11. **APPOINTMENTS:** None

12. **REQUESTS BY COUNCIL:**

13. **ADMINISTRATORS REPORT:**

(allotted 2 minutes)

14. **CITIZENS COMMENTS:**

15. **REMARKS FROM COUNCIL:**

16. **ADJOURNMENT:**

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event.

For assistance please contact the Clerk to Council at 864-260-1036.



**ORDINANCE NO. 2020-005**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND TACTICAL MEDICAL SOLUTIONS, LLC, WITH RESPECT TO SPECIAL SOURCE REVENUE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE COUNTY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County, South Carolina (the "County") is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the "Multi-County Park Act"), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide special source revenue credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in property, including infrastructure, improved and unimproved real estate and certain personal property consisting of machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended ("Infrastructure"); and

**WHEREAS**, the County Council of Anderson County ("County Council") has agreed to assist Tactical Medical Solutions, LLC, a South Carolina limited liability company (the "Company"), in the establishment by the Company of one or more distribution/manufacturing facilities in the County (the "Project") by (i) maintaining the Company in a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a "Park") and (ii) pursuant to the Section 4-1-175 of the Multi-County Park Act, providing for certain special source revenue credits against payments in lieu of taxes by the Company from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

**WHEREAS**, the Company has represented that its combined aggregate investment in the Project is expected to be \$1,725,000, and that it will create twenty-one (21) new, full-time jobs at the Project; and

**WHEREAS**, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County has previously entered into or will enter into an agreement with an adjoining South Carolina county adding the Project to a Park, and



pursuant to such agreement, the Company will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

**WHEREAS**, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide special source revenue credit financing of the Infrastructure with respect to the Project by providing an annual forty-two (42%) percent base credit to the Company against payments in lieu of taxes for the Project in the Park (the "FILOT Payments") for a period of thirty (30) consecutive years beginning the year following the first year which any portion of the Project is first placed in service and running through the 30th year after the first year which any portion of the Project is first placed in service; and the County Council has further agreed to provide additional special source revenue credit financing of the Infrastructure with respect to the Project by providing a seventy (70%) percent additional credit to the Company against the FILOT Payments for a period of five (5) consecutive years, and thereafter, by providing a sixty (60%) percent additional credit to the Company against the FILOT Payments for a period of ten (10) consecutive years, all as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Company presented to this meeting (the "SSRC Agreement"); and

**WHEREAS**, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

**WHEREAS**, it appears that the SSRC Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Council of Anderson County, in meeting duly assembled, as follows:

Section 1. The County Administrator, for and on behalf of the County, is hereby authorized to execute and deliver the SSRC Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such official shall determine and as are not inconsistent with the matters contained herein, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting, and is directed to do anything otherwise necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 2. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.



Section 3. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

**ENACTED** in meeting duly assembled this 7<sup>th</sup> day of July, 2020.

(SEAL)

**ATTEST:**

**FOR ANDERSON COUNTY:**

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Rusty Burns  
County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

First Reading: February 18, 2020  
Second Reading: March 3, 2020  
Third Reading: July 7, 2020  
Public Hearing: July 7, 2020

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of February 18, 2020, March 3, 2020 and July 7, 2020, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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Lacey Croegaert  
Anderson County Clerk to Council

Dated: July 7, 2020



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**SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

between

**ANDERSON COUNTY, SOUTH CAROLINA,**

and

**TACTICAL MEDICAL SOLUTIONS, LLC**  
a South Carolina limited liability company

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Dated as of August 1, 2020

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## SPECIAL SOURCE REVENUE CREDIT AGREEMENT

**THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT**, dated as of August 1, 2020 (the "Agreement"), between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and **TACTICAL MEDICAL SOLUTIONS, LLC** a limited liability company organized and existing under the laws of the State of South Carolina (the "Company").

### WITNESSETH:

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

**WHEREAS**, the Company will operate the Project (as defined below) on the land in the County described in Exhibit A hereto, owned by the Company (the "Land"); and

**WHEREAS**, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the County (the "Project"), which will result in an expected aggregate investment of \$1,725,000 all by December 31 of the fifth (5<sup>th</sup>) year after the year in which any portion of the Project is first placed in service (the "Investment Period"); and the Company has also represented that it intends to create twenty-one (21) new, full-time jobs at the Project by the end of the Investment Period; and

**WHEREAS**, the County and Greenville County have established a joint county industrial and business park (the "Park") by entering into an Agreement for Development for Joint County Industrial/Business Park (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the "Multi-County Park Act"), as amended, and will designate the Land as being included within the Park, and the County desires to cause the Park to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act as provided herein; and

**WHEREAS**, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 4, Chapter 29 thereof (the "FILOT Act"), that would have been due and payable but for the location of the Project within the Park; and

**WHEREAS**, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the payments in lieu of taxes to be made by the Company as a result of its investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and



**WHEREAS**, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on July 7, 2020, following conducting a public hearing on July 7, 2020;

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

## **ARTICLE I**

### **DEFINITIONS**

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

*“Additional Infrastructure Credits”* shall mean seventy percent (70%) of the annual Fee Payments due for five (5) consecutive years, calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits; and thereafter, sixty percent (60%) of the annual Fee Payments due for ten (10) consecutive years, calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits.

*“Affiliate of the Company”* shall mean each of the Persons that directly or indirectly, through one or more intermediaries, owns or controls, or is controlled by or under common control with, the Company. For the purpose of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

*“Agreement”* shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

*“Base Infrastructure Credits”* shall mean forty-two percent (42%) of the annual Fee Payments due for thirty (30) consecutive years, calculated and applied after payment of the amount due the non-host county under the Park Agreement.

*“Code”* shall mean the Code of Laws of South Carolina 1976, as amended.

*“Company”* shall have the meaning set forth with respect to such term in the recitals to this Agreement.

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

Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

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

*"Fee Payments"* shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project's location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

*"FILOT Act"* shall mean Title 4, Section 29, of the Code.

*"Infrastructure"* shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

*"Infrastructure Credit Act"* shall have the meaning set forth with respect to such term in the recitals to this Agreement.

*"Infrastructure Credits"* shall be the collective definition of the terms Additional Infrastructure Credits and Base Infrastructure Credits.

*"Investment Period"* shall mean the period commencing on January 1 of the year after the first year in which the Project is first placed into service and ending on December 31 of the fifth year after the first year in which the Project is first placed into service.

*"Investment Target"* shall mean the investment by the Company of at least \$1,725,000 in the Project.

*"Jobs Creation Minimum Requirement"* shall mean the creation of at least twenty-one (21) new, full-time, jobs at the Project with an average pay of \$37.73 per hour.

*"Land"* shall have the meaning set forth with respect to such term in the recitals to this Agreement.

*"Multi-County Park Act"* shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

*"Ordinance"* shall mean the ordinance enacted by the County Council on July 7, 2020, authorizing the execution and delivery of this Agreement.

*"Park Agreement"* shall mean the Agreement for Development for Joint County Industrial/Business Park dated as of December 1, 2010 between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

*"Park"* shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.



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

"Project" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

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

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

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

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

**SECTION 2.02. Representations and Covenants by the Company.** The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.



(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Investment Target and Jobs Creation Minimum Requirement to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

#### SECTION 2.03. Covenants of the County.

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

(b) In the event of the termination of the Park Agreement prior to December 31, 2035, the County agrees to use its best reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or



actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

### **ARTICLE III**

#### **INFRASTRUCTURE CREDITS**

##### SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

##### SECTION 3.02. Base Infrastructure Credits; Additional Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15<sup>th</sup> immediately following the year immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Company Base Infrastructure Credits for a period of thirty (30) consecutive years in an amount equal to forty-two percent (42%) of that portion of Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period) calculated and applied after payment of the amount due the non-host county under the Park Agreement.

(b) In addition to the Base Infrastructure Credits, the County shall also provide Additional Infrastructure Credits against the Company's Fee Payments for a period of five (5) consecutive years in an amount equal to seventy percent (70%) of that portion of Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits; and thereafter, the County shall provide Additional Infrastructure Credits for a period of ten (10) consecutive years in an amount equal to sixty percent (60%) of that portion of Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits.

(c) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which an Infrastructure Credit is taken.

(d) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by it collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B. Further, any amount of reimbursement of the Company for Infrastructure expenditure by way of an Infrastructure Credit may not be duplicated through an infrastructure credit to the Company for the same expenditure.

(e) In the event the Company fails to meet either the Investment Target or the Jobs Creation Minimum Requirement by the end of the fifth (5<sup>th</sup>) year after the Project is placed in service, the Base Infrastructure Credits shall continue for the remainder of the thirty (30) year term, but the Additional Infrastructure Credits of sixty percent (60%) will terminate.

(f) In the event the Company, meets the Investment Target and the Jobs Creation Minimum Requirement by the end of the sixth (6<sup>th</sup>) year after the Project is placed in service, the Additional Infrastructure Credits of sixty percent (60%) shall apply to the Project for the remainder of the 10-year period and the Base Infrastructure Credits shall continue for the remainder of the thirty (30) year term, but no lost Infrastructure Credits, if any, may be captured by the Company.

(g) As provided in Section 4-29-68 of the Code, to the extent any Infrastructure Credit is used as a payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

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

#### **ARTICLE IV**

##### **CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT**

**SECTION 4.01. Documents to be Provided by County.** Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and



(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that the Company will give notice of any transfer by the Company of any of its interest in this Agreement to an Affiliate of the Company, but such transfer may be done without the County's consent. A transfer to any other Person who is not an Affiliate of the Company shall require the prior written consent of the County or the subsequent ratification by the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

## **ARTICLE V**

### **DEFAULTS AND REMEDIES**

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

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

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

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

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

## ARTICLE VI

### MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County: Anderson County  
Attn: County Administrator  
P.O. Box 8002  
Anderson, South Carolina 29622-8002



with a copy to:  
(which shall not  
constitute notice  
to the County)

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

(b) if to the Company: Tactical Medical Solutions, LLC  
Attn: Ross Johnson, CEO  
1250 Harris Bridge Rd  
Anderson S.C. 29621

with a copy to: Nexsen Pruet, LLC  
(which shall not 55 East Camperdown Way, Suite 400  
constitute notice Greenville, South Carolina 29601  
to the Company) Attn: James K. Price

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the "Indemnified Parties") shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Infrastructure Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County's relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.



(b) Notwithstanding anything in this Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company, shall survive any termination of this Agreement.

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

**FOR ANDERSON COUNTY:**

(SEAL)

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Tommy Dunn, Chairman  
Anderson County Council

**ATTEST:**

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Lacey Croegaert  
Anderson County Clerk to Council

*[Signature page 1 to Special Source Revenue Credit Agreement]*

**Tactical Medical Solutions, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature page 2 to Special Source Revenue Credit Agreement]*



## **EXHIBIT A**

### **REAL PROPERTY DESCRIPTION**

ALL that certain tract, piece, or parcel of land, together with any improvements thereon, situated within Garvin Township, in the County of Anderson, State of South Carolina, containing approximately 66.50 acres, and being shown as Tract One (1) on a plat prepared by Earl B. O'Brien, RLS, dated February 25, 1999 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book 1003 at Page 7, said lots having the metes, bounds, courses and distances as appear upon said plat, which is incorporated herein and made a part hereof by reference. The property also being shown on subdivision plat recorded in said Register of Deeds office in Plat Book 84 at Page 388.

TMS No.: **119-00-02-012**

**EXHIBIT B**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of Tactical Medical Solutions, LLC (the "Company"), do hereby certify in connection with the Special Source Revenue Credit Agreement dated as of April 1, 2020 (the "Agreement") between Anderson County, South Carolina and the Company, as follows:

(1) As of December 31, 20\_\_, the total amount of Infrastructure Credits received by the Company is as follows:

(a) \$ \_\_\_\_\_

(c) Total Infrastructure Credits received \$ \_\_\_\_\_

(2) As of December 31, 20\_\_, the total amount of investment in Costs of Infrastructure by the Company is not less than \$\_\_\_\_\_.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TACTICAL MEDICAL SOLUTIONS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



**ORDINANCE NO. 2020-008**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, ANDERSON COUNTY SOUTH CAROLINA, BY ADDING ARTICLE X TO CHAPTER 42 TITLED SECOND AMENDMENT PROTECTION; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the Second Amendment to the Constitution of the United States provides that “[a] well-regulated militia, being necessary to the security of a free state, the right of the people to keep and bear arms, shall not be infringed.”;

**WHEREAS**, the Fourth Amendment to the Constitution of the United States provides in part, that “[t]he right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated” and this amendment has been made applicable to the states through the due process clause of the Fourteenth Amendment to the Constitution of the United States by Mapp v. Ohio, 367 U.S. 643 (1961).

**WHEREAS**, the Ninth Amendment to the Constitution of the United States provides that “[t]he enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.”

**WHEREAS**, The Tenth Amendment to the Constitution of the United States provides that “[t]he powers not delegated to the United States by the Constitution, nor prohibited by it to the states, are reserved to the states respectively, or to the people.”;

**WHEREAS**, Article I, Section 20 of the South Carolina Constitution provides, in part, that “[a] well-regulated militia being necessary to the security of a free state, the right of the people to keep and bear arms shall not be infringed.”;

**WHEREAS**, the United States Supreme Court has ruled in the District of Columbia v. Heller, 554 U.S. 570 (2008) that the Second Amendment to the United States Constitution protects the right to keep and bear arms for the purpose of self-defense and struck down a District of Columbia law that banned the possession of handguns in the home;

**WHEREAS**, District of Columbia vs. Heller also stated that the right secured by the second Amendment is not unlimited and that nothing in the opinion should be read to cast doubt on longstanding prohibitions on the possession of firearms by felons and the mentally ill, or laws forbidding the carrying of firearms in sensitive places such as schools and government buildings, or laws imposing conditions and qualifications on the commercial sale of arms;

**WHEREAS**, the United States Supreme Court has ruled in McDonald v. City Of Chicago, 561 U.S. 742 (2010) that the due process clause of the Fourteenth Amendment incorporates the Second Amendment right recognized in Heller and, therefore, makes it applicable to the states. In reaching this conclusion, the Court held that the second amendment right is deeply rooted in the nation’s history and traditions and, therefore, is a fundamental right; and

**WHEREAS**, Anderson County Council desires to express its commitment and support for the rights of its citizens under the Second Amendment of the United States Constitution and Article I, Section 20 of the Constitution of South Carolina to protect the rights of its citizens to keep and bear arms.

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

1. The Code of Ordinances, Anderson County, South Carolina is hereby amended by adding Article X to Chapter 42, which article reads as follows:

Article X. Second Amendment Rights (the right to keep and bear arms).

Sec. 42-401. Purpose and Intent.

It is the purpose and intent of this article to express the County's strong support for the Second Amendment to the United States Constitution and Article I, Section 20 of the South Carolina Constitution, both of which uphold the right of the people to keep and bear arms.

Sec. 42-402. Sanctuary County.

Anderson County is hereby declared to be a Second Amendment Sanctuary County.

Sec. 42-403. Regulation of the Right to Keep and Bear Arms

(a) Any regulation of the right to keep and bear firearms, firearm accessories, and ammunition that violate the Second, Fourth, Ninth and Tenth Amendments to the Constitution of the United States and Article I, Section 20 of the South Carolina Constitution beyond such current provisions of federal and state law are violative of the concept of a second amendment sanctuary in Anderson County.

(b) Anderson County government funds and resources shall not be appropriated for the specific purpose of enforcing any law that infringes upon the right to keep and bear firearms, firearms accessories, and ammunition as described in section (a) herein.

(c) It shall be the duty of the Sheriff of Anderson County to determine whether or any federal or state regulation of firearms, firearms accessories, and ammunition violates section (a) herein; provided, however, that nothing contained herein prevents the Anderson County Sheriff from enforcing any federal or state law found to be constitutional by a court of competent jurisdiction.



(d) The prohibitions contained herein do not prevent the assemble of persons for the purpose of training with, practicing with, or being instructed in the use of any lawful firearm; provided, however, that such activities do not violate any zoning or land use regulation.

Sec. 42-404. Enforcement.

(a) Anyone within the jurisdiction of Anderson County found to be in violation of this ordinance is guilty of a misdemeanor and subject to the penalties of section 1-7 of the Anderson County Code.

(b) Enforcement of this ordinance is an alliance with the oath taken by public elected officials to uphold and defend the United States Constitution and the Constitution of South Carolina.

Sec. 42-405 Severability.

The provisions of this ordinance are hereby declared to be severable, and if any provision of this ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining provisions of this ordinance.

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

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

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

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

**ORDAINED** in meeting duly assembled this 7th day of July, 2020.

**ATTEST:**

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Rusty Burns  
Anderson County Administrator

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Lacey A. Croegaert  
Anderson County Clerk to Council

**FOR ANDERSON COUNTY:**

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Tommy Dunn, Chairman  
Anderson County Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: May 13, 2020

2<sup>nd</sup> Reading: June 18, 2020

3<sup>rd</sup> Reading: July 7, 2020

Public Hearing: July 7, 2020





already invested in excess of \$40,000,000 in manufacturing property in the County and having gone from approximately 50 employees in 2003 to approximately 150 employees in Anderson County in 2019, and having entered into two previous fee in lieu of tax (“FILOT”) agreements (“FILOT Agreements”) with the County pursuant to the Act, including, without limitation, one dated December 1, 2012 (the “2012 FILOT Agreement”), and having entered into an agreement, of the same date, with the County for the provision of infrastructure financing, pursuant to the Act (“2012 Infrastructure Financing Agreement” or “2012 IFA”) with the County, all with regard to the company’s continued growth in the County, is considering acquiring by construction or purchase certain additional land, buildings, furnishings, fixtures, machinery, apparatus, and equipment, for expansion of a manufacturing facility in the County, which will result in the additional investment of an expected Nine Million Five Hundred Thousand Dollars (\$9,500,000)(but not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000), in any event) in the County, which would be subject to the 2012 FILOT Agreement and the 2012 IFA, all within the meaning of the Act, and is contemplating the creation of some fifty (50)(but not less than forty (40), in any event) new, full-time jobs as part of the Project, known herein as Project MIT, all during the remaining term of the overall ten (10) year investment period of the 2012 FILOT Agreement (as defined and extended therein), measured from January 1, 2020 (i.e. January 1, 2020 through December 31, 2023, or the “2020 Project Investment Period”) (collectively, the “2020 Project”); and

**WHEREAS**, the County and the Company reached agreement in 2018 for Baitluck, LLC to be added to the 2012 FILOT Agreement as a Sponsor Affiliate, and, to that end, the County, the Company and Baitluck, LLC entered into a joinder agreement (the “2018 Joinder Agreement”) adding Baitluck, LLC to the 2012 FILOT Agreement as a Sponsor Affiliate; and

**WHEREAS**, the Company and Baitluck, LLC have purchased certain interests in a third company, Industrial Coaters, LLC (which, together with Sargent Metal Fabricators, Inc. and Baitluck, LLC shall constitute the “Companies”), which will invest in the 2020 Project, and desire to add that third company to the 2012 FILOT Agreement as an additional sponsor affiliate, through execution and delivery of another joinder agreement similar to that used for the addition of Baitluck, LLC (the “2020 Joinder Agreement”); and

**WHEREAS**, the County has determined that the 2020 Project, Project MIT, would be aided by the availability of the assistance which the County might render through (1) adding Industrial Coaters, LLC as an additional sponsor affiliate to the 2012 FILOT Agreement, as authorized by the Act for the 2020 Project, through execution and delivery of the 2020 Joinder Agreement, pursuant to the 2012 FILOT Agreement, by the County and all three Companies; (2) the inclusion of the 2020 Project in a joint-county industrial and business park which is either already in existence, or to be created by the County (the “Park” or the “Joint-County Park”); (3) the granting by the County to the Company, Baitluck, LLC and Industrial Coaters, LLC (all known to County Council, but previously using the Project name of Project MIT) of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act, to partially reimburse the Company, Baitluck, LLC, and Industrial Coaters, LLC for economic development infrastructure serving the County, through amendment of the 2012 IFA; and (4) confirmation by the County that the Initial Investment Period (as defined in the 2012 FILOT Agreement, has, in fact, been extended for an additional five (5) years due to the Company making investments under the 2012 FILOT Agreement in excess of the minimum requirement (the “Extended Investment Period”, or “2020 Project Investment Period”),



which will now end on February 28, 2023); and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the 2020 Project in the County; and

**WHEREAS**, the County has given due consideration to the economic development impact of the 2020 Project, has found that the 2020 Project and the payments-in-lieu-of-taxes would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the 2020 Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the 2020 Project gives rise to no pecuniary liability of the County or incorporated municipality, or a pledge of or charge against the full faith, general credit or taxing power of either; and, that the purposes to be accomplished by the 2020 Project, i.e., economic development and welfare, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the 2020 Project within the County and State is of paramount importance and that the benefits of the 2020 Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of all such documents and amendments, pursuant to this Ordinance of the County Council, and on the terms and conditions hereafter set forth:

**NOW, THEREFORE, BE IT ORDAINED**, by the County Council of Anderson County, South Carolina, in meeting duly assembled, as follows:

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

(a) The 2020 Project will constitute a “project” as said term is referred to and defined in the Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) It is anticipated that the 2020 Project will benefit the general public welfare of the County by providing employment, services, recreation and other public benefits not otherwise provided locally;

(c) Neither the 2020 Project, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or a charge against its general credit or taxing power;

(d) The purposes to be accomplished by the 2020 Project, i.e., economic development, creation or retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(e) The benefits of the 2020 Project to the public are greater than the costs to the public;

(f) The 2012 FILOT Agreement, as amended, will require the Company, and Baitluck, LLC and Industrial Coaters, LLC, as Sponsor Affiliates, to make fee-in-lieu of tax payments in accordance with the provisions of the Act; and

(g) The fee-in-lieu-of-tax payments referred to in item (f) above shall be calculated as specified in Section 5.01 of the 2012 FILOT Agreement and the 2012 IFA, all as amended.

Section 2. Pursuant to the authority given to the County Council by the Code of Laws of South Carolina, 1976, as amended and the Constitution of the State of South Carolina, and subject to enactment of any other subsequently required legislative authorizations by appropriate governing bodies and approval by appropriate authorizing agencies, and for the purpose of authorizing development incentives and associated agreements and documents for the 2020 Project, there is hereby authorized to be executed a joinder agreement adding Baittuck, LLC to the 2012 IFA and Industrial Coaters, LLC to the 2012 FILOT Agreement and the 2012 IFA, amendments to the 2012 FILOT Agreement and the 2012 IFA between the County and the Company and Baittuck, LLC and Industrial Coaters, LLC pertaining to the 2020 Project involving development by the Company and Baittuck, LLC and Industrial Coaters, LLC of certain facilities in Anderson County, South Carolina involving investment of an expected total of Nine Million Five Hundred Thousand Dollars (\$9,500,000)(but not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000)) in the 2020 Project and the creation of an expected fifty (50)(but not less than forty (40)) new jobs, on or before the end of the 2020 Project Investment Period, which agreements and documents and amendments shall be consistent with the terms and provisions of this Ordinance.

Section 3. The provisions, terms, and conditions of a Joint-County Industrial and Business Park Agreement by and between the County and one or more contiguous counties, which such Park is either already existing or to be created by subsequent Ordinance or amendment of an existing Ordinance of the County Council, and which such Park shall include the 2020 Project shall be, to the extent not prohibited by law, consistent with the terms of this Ordinance and the Inducement Agreement and 2012 FILOT Agreement and 2012 IFA, as amended. If the 2020 Project MIT is already within a Joint-County Industrial and Business Park, this commitment of the County shall be deemed to have been met. If the 2020 Project is to be within a Joint-County Industrial and Business Park to be created, or one which must be extended to provide the benefits described herein, the County shall, at the Company's sole expense, use its best efforts and endeavor to work with one or more contiguous counties to develop such Park and to maintain the 2020 Project site in accordance with the terms of this Resolution and the Inducement Agreement and 2012 FILOT Agreement and 2012 IFA, as amended.

Section 4. The provisions, terms, and conditions of an amendment to the 2012 FILOT Agreement, adding Industrial Coaters, LLC to such agreement and confirming the five (5) year extension to the investment period of that agreement, as specified herein, is hereby authorized and approved, and shall be, to the extent not prohibited by law, consistent with the terms of this Ordinance and the Inducement Agreement. The 2012 FILOT Agreement, as amended and attached hereto is hereby approved, in the form attached hereto, or with such minor amendments thereto as shall not be materially prejudicial to the County and as shall be approved by the County official executing the same, upon advice of counsel, his/her approval of such revisions to constitute *prima facie* evidence of his/her approval thereof.

Section 5. The provisions, terms, and conditions of an amendment to the 2012 Infrastructure Financing Agreement, granting the Company and all properly identified Sponsor Affiliates a forty percent (40%) credit against FILOT payments for the 2020 Project in the Park (all



as defined herein), for the first five (5) years that such payments are made, and a twenty-five percent (25%) credit against FILOT payments for the 2020 Project in the Park, for the next succeeding five (5) years that such payments are made, is hereby authorized and approved, and shall be, to the extent not prohibited by law, consistent with the terms of this Ordinance and the Inducement Agreement. In the amendment to the 2012 Infrastructure Financing Agreement, the Company and its Sponsor Affiliates agree, among other things, not to claim total or partial abatement of ad valorem property taxes as to any property for which an Infrastructure Credit is given thereunder. The 2012 IFA, as amended and attached hereto is hereby approved, in the form attached hereto, or with such minor amendments thereto as shall not be materially prejudicial to the County and as shall be approved by the County official executing the same, upon advice of counsel, his/her approval of such revisions to constitute *prima facie* evidence of his/her approval thereof.

Section 6. The County hereby confirms that the five (5) year extension to the initial five (5) year investment period set forth in the 2012 FILOT Agreement is in full force and effect, the Company and Baittuck, LLC having made investments in the original Project, by the end of the Initial Investment Period, equal to at least the statutorily required investment, as set by the Act.

Section 7. The County's execution of the amendments to the 2012 Fee Agreement(s), amendments to the 2012 Infrastructure Financing Agreement, the Joinder Agreement called for herein, or any other agreements related hereto is conditioned upon the Company's and Sponsor Affiliates' meeting the investment and job creation requirements set forth herein and in the Inducement Agreement. Failure to do so may result in the loss of a portion of the incentives described herein, as set forth more fully in the amended 2012 IFA. All terms and provisions of the 2012 FILOT Agreement and the 2012 IFA not amended hereby remain in full force and effect.

Section 8. Neither the 2020 Project nor the economic development incentives contemplated herein shall give rise to any pecuniary liability on the part of the County or be deemed a pledge of, or a charge against, the full faith, general credit or taxing power of the County.

Section 9. Notwithstanding any other provisions herein, the County agrees to execute the documents and amendments described herein as statutory accommodation to assist the Company and its Sponsor Affiliates in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and the County agrees to execute such documents and amendments in reliance upon representations by the Company and its Sponsor Affiliates that such documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 10. The Chairman of County Council and the County Administrator are hereby authorized and directed to execute the Joinder Agreement and the amendments to the 2012 FILOT Agreement and the 2012 IFA attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the County Administrator is hereby further authorized and directed to deliver said executed documents to the Company and its Sponsor Affiliates. The Joinder Agreement and the amendments to the 2012 FILOT Agreement and the 2012 IFA are to be, generally, in the form attached to this Ordinance, or with such minor changes thereto as are not materially adverse to the County and as shall be approved by the

County individual(s) executing the same, their execution thereof providing conclusive evidence of their approval of all such changes.

Section 11. The authorization of the execution and delivery of the agreements and the other documents or obligations of the County required by the Inducement Agreement and this Ordinance is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 12. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Ordinance shall take effect and be in full force from and after its enactment on third reading by the County Council.

Section 13. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

Section 14. All ordinances, orders, resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

Section 15. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

**[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**



Ordained in meeting duly assembled this 7<sup>th</sup> day of July, 2020.

**ATTEST:**

**FOR ANDERSON COUNTY:**

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

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Leon Harmon  
Anderson County Attorney

First Reading: May 13, 2020  
Second Reading: June 18, 2020  
Third Reading: July 7, 2020  
Public Hearing: July 7, 2020

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**AMENDED AND RESTATED  
FEE IN LIEU OF TAX AGREEMENT**

**between**

**ANDERSON COUNTY, SOUTH CAROLINA**

**and**

**SARGENT METAL FABRICATORS, INC.**

**Dated as of December 1, 2012**

**As amended on April 1, 2020 through Anderson County Ordinance 2020-009**

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## **FEE IN LIEU OF TAX AGREEMENT**

This AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT (this “Agreement”) is originally dated as of December 1, 2012, and amended as of April 1, 2020, by and between ANDERSON COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and Sargent Metal Fabricators, Inc., a corporation duly authorized to do business in South Carolina, and Baituck, LLC and Industrial Coaters, LLC, both companies duly authorized to do business in South Carolina (and, together with Sargent Metal Fabricators, Inc., the Company).

### **WITNESSETH:**

**WHEREAS**, the Code of Laws of South Carolina, 1976, as amended, (the “Code”), and particularly Title 12, Chapter 44 thereof (as amended through the date hereof, the “Act”), in order to create jobs and promote prosperity within the State of South Carolina, empowers the several counties of the State of South Carolina to induce investors (“Project Sponsors”) to acquire, enlarge, improve, and expand certain types of industrial and commercial property (“Economic Development Property”) within their jurisdictional limits and thereafter operate, maintain and improve such Economic Development Property by: (i) providing such Project Sponsors with certain specified assistance in financing the acquisition, enlargement, and expansion of Economic Development Property; and (ii) entering into agreements providing for payments with respect to Economic Development Property by Project Sponsors in lieu of *ad valorem* taxes (“FILOT Payments”); and

**WHEREAS**, the Company is acquiring certain land, buildings, machinery, equipment, furnishings, fixtures, and materials, to be used primarily as the expansion of a manufacturing facility (the “Project”), which are located within the jurisdiction of the County and which are to be owned (or, in some cases, leased) and operated by the Company pursuant to this Agreement; and

**WHEREAS**, the parties have determined that the Company is a Project Sponsor and the Project constitutes Economic Development Property to the extent permitted by the Act; and

**WHEREAS**, as inducement for the Company to locate and maintain the Project in the County, the County heretofore entered into an Inducement Agreement and Millage Rate Agreement (the “Inducement Agreement”) with the Company wherein the County approved FILOT Payments by the Company under the provisions of the Act, and a second inducement agreement (the “2020 Inducement Agreement”) through which the County recognized certain additional Sponsor Affiliates and certain additional investment in the Project and committed to certain revised incentives to the Company for the overall Project;; and

**WHEREAS**, the County has authorized the foregoing actions to be taken on behalf of the County, and the execution of this Agreement, pursuant to that certain ordinance enacted by the County Council of the County with respect to the Project on November 20, 2012, and the amendment of this Agreement by County Ordinance finally enacted on July 7, 2020; and



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

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

**SECTION 1.01. Definitions** In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

*“2020 Inducement Agreement”* shall mean that certain Inducement Agreement and Millage Rate Agreement (for the “2020 Project” or “Project MIT” by and between the County and the Company dated as of December 17, 2019.

*“Act”* shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof. The Act is also known as the FILOT Simplification Act.

*“Administration Expenses”* shall mean the reasonable and necessary expenses including ordinary and reasonable attorneys’ fees, incurred by the County with respect to the Project and this Agreement; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expense or stating the basis on which the expense has been or will be computed.

*“Affiliate”* shall mean any corporation, limited liability company, partnership or other Person which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder or owner of the Company.

*“Agreement”* shall mean this Agreement as originally executed and from time to time supplemented or amended as permitted herein.

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

*“Commencement Date”* shall mean February 28, 2013, the last day of the initial property tax year during which real or personal property comprising the Economic Development portion of the Project is placed in service.

*“Company”* shall mean, collectively, Sargent Metal Fabricators, Inc., a corporation duly authorized to do business in South Carolina, and Baitluck, LLC and Industrial Coaters, LLC, both companies authorized to do business in South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under Section 8.04 or Article IX hereof; or any assignee hereunder which is designated by the Company and approved by the County.

*“Cost”* shall mean the cost of acquiring by construction and purchase, the Project, including any infrastructure improvements, and shall be deemed to include, to the extent permitted by the Act, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to contractors, builders, and materialmen in connection with the acquisition, construction, and installation of the Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Project; (d) compensation of legal, accounting, financial, and printing expenses, fees, and all other expenses incurred in connection with the Project; (e) all other costs which the Company shall be required to pay under the terms of any contract or contracts for the acquisition, construction, and installation of the Project; and (f) any sums required to reimburse the Company for advances made for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of land or property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project; provided, however, such term shall include expenditures by the Company with respect to the Project only to the extent made during the Investment Period.

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

*“County Council”* shall mean the governing body of the County and its successors.

*“Department of Revenue”* shall mean the South Carolina Department of Revenue and Taxation.

*“Economic Development Property”* shall mean each item of real and tangible personal property comprising a project within the meaning of Sections 12-44-30(6) of the Code.

*“Equipment”* shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and placed in service as part of the Project during the Investment Period in accordance with this Agreement.

*“Event of Default”* shall mean an Event of Default as defined in Section 11.01 hereof.

*“Existing Property”* shall mean property that does not qualify to become Economic Development Property pursuant to Section 12-44-110 of the Code.

*“Extended Investment Period”* shall mean the period beginning March 1, 2018 and ending December 31, 2023 (the Company having changed its tax year end to December 31, as of January 2019), as authorized by Section 12-44-30(13) of the Code.

*“FILOT”* shall mean the fee in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

*“FILOT Payments”* shall mean the payments to be made by the Company pursuant to Section 5.01 hereof.

*“FILOT Revenues”* shall mean the revenues received by the County from the Company’s payment of the FILOT.

*“FILOT Simplification Act”* shall mean Title 12, Chapter 44, of the Code, as amended through the date hereof.

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

*“Inducement Agreement”* shall mean that certain Inducement Agreement and Millage Rate Agreement by and between the County and the Company dated as of July 17, 2012.

*“Initial Investment Period”* shall mean the period beginning with the first day that Economic Development property comprising the Project is purchased or acquired and ending February 28, 2018, the date that is five years after the Commencement Date.

*“Investment Period”* shall mean the combined Initial Investment Period and Extended Investment Period, beginning with the first day that Economic Development property comprising the Project is purchased or acquired and ending December 31, 2023 (the Company having changed its tax year end to December 31, as of January 2019).

*“Land”* shall mean the real estate upon which the Project is located, as described in EXHIBIT “A” attached hereto, as EXHIBIT “A” may be supplemented from time to time in accordance with the provisions hereof.

*“Negotiated FILOT Payment”* shall mean the FILOT due pursuant to Section 5.01(b)(ii) hereof with respect to that portion of the Project comprised of Economic Development Property and qualifying for the 6% assessment ratio and the millage rate described in subsection 5.01(c) of the Agreement.

*“Person”* shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.



*“Project”* shall mean, in connection with the Company’s manufacture and production of products in the County and only to the extent such items are either placed in service during the Investment Period or qualify as Replacement Property: (i) the Land; (ii) all buildings, structures, fixtures, and appurtenances which now exist or which are now under construction or are to be constructed on the Land in whole or in part during the Investment Period, including any air conditioning and heating systems (which shall be deemed fixtures); and (iii) the Equipment.

*“Released Property”* shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation, or eminent domain proceedings as described in Article VII hereof.

*“Replaced Property”* shall mean any Released Property for which the Company has substituted Replacement Property during the term hereof pursuant to Section 5.01(e) hereof.

*“Replacement Property”* shall mean, to the extent permitted by Section 12-44-60 of the Code, any portion of the Project substituted for Released Property pursuant to Section 5.01(e) hereof.

*“State”* shall mean the State of South Carolina.

*“Streamlined FILOT Act”* shall mean Title 4, Chapter 12, of the Code, as amended through the date hereof.

*“Term”* shall mean the term of this Agreement, as set forth in Section 5.01 hereof.

*“Threshold Date”* shall mean February 28, 2018.

*“Transfer Provisions”* shall mean the provisions of Section 12-44-120 of the Code, as amended.

**SECTION 1.02. References to Agreement** The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole, unless the context clearly requires otherwise.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

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

(c) By proper action by the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority which would materially adversely affect the validity or enforceability of this Agreement; provided, however, that no representation is made by or on behalf of the County as to the validity or enforceability of this Agreement.

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

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

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

(b) The Company intends to operate the Project primarily for the purposes of metal fabrication and manufacturing, and for other lawful purposes.

(c) The agreements of the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

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

(e) The Company shall place in service the first phase of the Economic Development property portion of the Project during its fiscal year ending February 28, 2018, and shall expend at least the minimum statutory investment required by the Act of Two Million Five Hundred Thousand Dollars (\$2,500,000), total, for Costs of the Project, and to create not less than twenty (20) new, Full-Time Jobs, during the Initial Investment Period, and an additional Nine Million Five Hundred Thousand Dollars (\$9,500,000), but not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000), and an additional fifty (50), but not less than forty (40) new full-time jobs, during the overall Investment Period..

### ARTICLE III

#### UNDERTAKINGS OF COUNTY

**SECTION 3.01. Agreement to Accept FILOT Payments.** The County hereby agrees to accept FILOT Payments made by the Company in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

**SECTION 3.02. No Warranties by County.** The Company acknowledges that it has examined the Land and so much of the other property constituting the Project as is in existence on the date of execution and delivery hereof, as well as title thereto, prior to the making of this Agreement, and knows the condition and state thereof as of the day of the execution hereof, and accepts the same in said condition and state; that no warranties or representations as to the condition or state thereof have been made by representatives of the County; and that the Company in entering into this Agreement is relying solely upon its own examination thereof and of any portion of the Project acquired subsequent to the date hereof. The County makes no warranty, either express or implied, as to title to any part of the Project or the design, capabilities, or condition of the Project or that it will be suitable for the Company's purposes or needs.

**SECTION 3.03. Execution of Lease.** The parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the FILOT Simplification Act. Notwithstanding any other provision of this Agreement, in the event that a court of competent jurisdiction holds that the FILOT Simplification Act is unconstitutional or that this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then the County, in accordance with Section 12-44-160 of the Act, upon the conveyance of title to the Project to the County at the expense of the Company, and to the extent permitted by law,



agrees to lease, at the expense of the Company, the Project to the Company pursuant to the Streamlined FILOT Act; provided, that any such conveyance and lease shall be subject to receipt by the County of evidence reasonably satisfactory to the County that no environmental contamination exists with respect to the property being conveyed and leased. The Company acknowledges that any such sale/leaseback arrangement may not preserve the benefits of the Streamlined FILOT Act with respect to any portion of the Project placed in service prior to the effective date of any such sale/leaseback arrangement with the County, to the extent that the effective date of such sale/leaseback arrangement is later than February 28 of the Company's tax year in which such portion of the Project is placed in service. However, the County agrees that it will, at the expense of the Company, and to the extent permitted by the Act, assist in efforts by the Company to have any such Economic Development Property included within the sale/leaseback arrangement under the Streamlined FILOT Act due to the fact that such Economic Development Property will never have been subject to normal *ad valorem* taxation, but instead, will always have been subject to a fee-in-lieu of tax pursuant to an Agreement for Development for Joint County Industrial Park between the County and Clarendon County, which was created pursuant to Section 4-1-170 of the Code, initially, and then, pursuant to the Inducement Agreement, to such an agreement with an adjacent county.

## **ARTICLE IV**

### **INVESTMENT BY COMPANY IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT**

#### **SECTION 4.01. Acquisition by Construction and Purchase of Project.**

- (a) The Company hereby agrees to expend upon the Cost of the Project at least Two Million Five Hundred Thousand Dollars (\$2,500,000), as the minimum statutory investment required by the Act, and to create not less than twenty (20) net, new, Full-Time Jobs at the Project, during the Initial Investment Period, and an additional Nine Million Five Hundred Thousand Dollars (\$9,500,000), but not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000), and an additional fifty (50), but not less than forty (40), new full-time jobs, during the overall Investment Period.

. The Company shall use its best efforts to cause such acquisition as promptly as is, in the Company's sole judgment, practicable.

- (b) Pursuant to Section 12-44-30(13) of the Code, the County hereby confirms that it has approved and granted to the Company an extension of five (5) years beyond the Threshold Date within which the Company may invest additional property in the County to complete the Project and have such additional property treated as Economic Development Property. Further, the Company has changed its fiscal year end to December 31, as of January 1, 2019. Accordingly, the overall Investment Period shall end on December 31, 2023, inasmuch as the Company invested in excess of Two Million Five Hundred Thousand Dollars (\$2,500,000) in the Project during the Initial Investment Period.

(c) The Company shall retain title to the Project, throughout the Term of this Agreement, subject to the Company's rights hereunder to mortgage or encumber the Project as it deems suitable.

**SECTION 4.02. Maintenance of Project.** The Company at its own expense during the Term of this Agreement will keep and maintain the Project in good operating condition. The Company will promptly make, or cause to be made, all repairs, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, that are necessary to keep the Project in good and lawful order and in good operating condition (wear and tear from reasonable use excepted) whether or not such repairs are due to any laws, rules, regulations, or ordinances hereafter enacted which involve a change of policy on the part of the government body enacting the same.

**SECTION 4.03. Modification of Project.**

(a) As long as no event of default exists hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may, at its own expense, add to the Project all such real and personal property as the Company in its discretion deems useful or desirable.

(ii) In any instance where the Company in its discretion determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County. The Company may sell, lease, or otherwise dispose of any portion of the Land, in which event the Company shall deliver to the County, within 30 days thereafter, a new EXHIBIT "A" to this Agreement.

(b) No release of Project property effected under the provisions of Section 7.01 or 7.02 hereof or of this Section 4.03 shall entitle the Company to any abatement or diminution of the amounts payable by the Company hereunder except the FILOT payments as specified in Section 5.01(d) hereof.

**SECTION 4.04. Records and Reports.**

(a) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and as will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including without limitation the reports required by Section 12-44-90 of the Code (collectively, "Filings").

Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company that support the FILOT returns of the Company as may be reasonably necessary to verify the calculations of the FILOT Payments by the

Company. For purposes of this Agreement, the term "County Official" shall include the Administrator, Auditor, Assessor or Treasurer of the County.

(b) Notwithstanding any other provision of this Section 4.04, the Company may designate with respect to any Filings delivered to the County segments thereof that the Baituck, LLC believes contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

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

## **ARTICLE V**

### **PAYMENTS IN LIEU OF TAXES; FUNDING FOR INFRASTRUCTURE PROJECT**

#### **SECTION 5.01. Payments in Lieu of Taxes.**

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company shall pay with respect to the Project annually a fee in lieu of taxes (a "FILOT") in the amount calculated as set forth in paragraph (b) below, on or before January 15 of each year commencing on January 15, 2014, and at the places, in the manner, and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes.

(b) The FILOT Payment due with respect to each property tax year shall equal, to the extent permitted by law, the sum of (i) with respect to any portion of the Project consisting of undeveloped land payment equal to the taxes that would otherwise be due on such undeveloped land were it taxable; (ii) with respect to those portions of the Project (other than undeveloped land) placed in service during the Investment Period, for each of the 30 consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) through (e) below (a "Negotiated FILOT"); and (iii) with respect to increments of the Project constituting Economic Development Property after such 30-year period, a payment equal to the *ad valorem* taxes that would otherwise be due on such property were it taxable, with appropriate



reductions with respect to the property described in clauses (i) and (ii) above, similar to the tax exemption, if any, which would be afforded to the Company if *ad valorem* taxes were paid, only to the extent permitted by the Act for Economic Development Property. For the purposes of clause (ii) above, there shall be excluded any Released Property and any other portion of the Project which ceases to qualify for a FILOT hereunder or under the Act.

(c) (i) The Negotiated FILOT Payment with respect to any property tax year shall be calculated in accordance with subparagraph (c)(ii) or (c)(iii) below.

(ii) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on (1) the fair market value of real property (using the original income tax basis for South Carolina income tax purposes without regard to depreciation) and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes), (2) a millage rate, for all taxing entities within whose taxing jurisdiction the Project falls, of the millage rate for the Project site on June 30, 2012, which the Parties hereto believe to be 306.4 mils, and (3) an assessment ratio of 6%. The millage rate and the assessment ratio shall remain fixed for the duration of this Agreement, except as otherwise provided herein. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemption allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(iii) If taxes on real and personal property shall be abolished in the County or in the State, the Company may terminate this Agreement immediately without further obligation.

(d) Subject, always to the statutory requirement to maintain the minimum statutory investment of \$2,500,000 in the Project in order to maintain the FILOT approved hereby, the FILOT Payments are to be recalculated (i) to reduce such payments in the event the Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code, as provided in Section 4.03, by the amount thereof applicable to the Released Property; provided, however, that any disposal of Released Property need not result in a recalculation of the FILOT Payments unless the Company so elects; or (ii) to increase such payments in the event the Company adds property (other than Replacement Property) to the Project.

(e) Upon the Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company, such Replacement Property shall become subject to FILOT Payments to the extent permitted by the Act.

(f) Since the Company invested in excess of the statutory minimum investment of \$2,500,000, total, in the Project and created not less than twenty (20) net, new, full-time jobs at the Project before the Threshold Date, the Company is not subject to any penalty or "clawback" with regard to the negotiated FILOT; however, the Company is still subject to a potential loss of

infrastructure credits under the Infrastructure Financing Agreement (IFA) between the County and the Company of even date(s) with this Agreement, as reflected in such IFA.

(g) Any amounts due to the County under this Section 5.01 by virtue of the retroactive application of Section 5.01(f) hereof shall be paid within 180 days following written notice thereof from the County to the Company.

## ARTICLE VI

### PAYMENT OF EXPENSES BY COMPANY

**SECTION 6.01. Payment of Administration Expenses.** The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 45 days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same.

**SECTION 6.02. Defaulted Payments.** In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments or payments of Administration Expenses hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes or for non-payment of FILOT Payments.

## ARTICLE VII

### CASUALTY AND CONDEMNATION

**SECTION 7.01. Damage and Destruction.** If all or any part of the Project shall be lost, stolen, destroyed, or damaged, the Company in its discretion may repair or replace the same. If the Company shall determine to repair or replace the Project, the Company shall forthwith proceed with such rebuilding, repairing, or restoring and shall notify the County upon the completion thereof. The County shall not have any responsibility to complete the work thereof or pay any portion of the costs thereof. The Company shall not by reason of any such damages or destruction or the payment of any costs be entitled to any reimbursement from the County or any abatement or diminution of the amounts payable hereunder.

**SECTION 7.02. Condemnation.** In the event that title to or the temporary use of the Project, or any part thereof, shall be taken in condemnation or by the exercise of the power of eminent domain, there shall be no abatement or reduction in the payments required by be made by the Company hereunder except as set forth in Section 7.03 hereof. The Company shall promptly notify the County, as to the nature and extent of such taking and, as soon as practicable thereafter, notify the County whether it has elected to restore the Project. If it shall be determined to restore the

Project, the Company shall forthwith proceed with such restoration, and shall notify the County, upon the completion thereof.

**SECTION 7.03. Adjustments in the Event of Damage and Destruction or Condemnation.** In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, which damage, destruction, loss, theft and/or condemnation would substantially impair the operating ability of the Project or such portion thereof, the parties hereto agree that the FILOT Payments required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project, subject, always, to the requirements of Section 5.01 hereof.

## ARTICLE VIII

### PARTICULAR COVENANTS AND AGREEMENTS

**SECTION 8.01. Use of Project for Lawful Activities.** The Company is hereby granted and shall have the right during the Term of this Agreement to occupy and use the Project for any lawful purpose authorized pursuant to the Act. Insofar as it is practicable under existing conditions from time to time during the Term of this Agreement, the Project shall be used primarily as a manufacturing facility.

**SECTION 8.02. Right to Inspect.** The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company's books and records pertaining to the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to examine the plans and specifications of the Company with respect to the Project. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company's trade secrets and proprietary rights. In no way shall this requirement of confidentiality be deemed to apply to or restrict the rights of the United States Government and the State of South Carolina or its political subdivisions in the exercise of their respective sovereign duties and powers.

**SECTION 8.03. Limitation of Pecuniary Liability for County.** Anything herein to the contrary notwithstanding: (a) the Project gives rise to no pecuniary liability of the County or charge against its general credit or taxing powers; and (b) the County may require as a condition to the participation by it with the Company in any contests or in obtaining any license or permits or other legal approvals a deposit by the Company of such amount as reasonably determined by the County to be appropriate to assure the reimbursement to the County of the costs incurred by it in such participation, with any amount of such deposit in excess of such costs to be returned to the Company; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance or any other remedy available at law or in equity.



**SECTION 8.04. Maintenance of Existence.** The Industrial Coaters, LLCovenants that any alteration of its separate existence, dissolution, consolidation, merger, transfer, or disposition of substantially all of its assets to any other entity shall be done in accordance and compliance with the Transfer Provisions. The Company may permit one or more other Affiliates to consolidate or merge into it without the consent of the County, provided no default shall have occurred and be continuing at the time of such proposed transaction or would result therefrom.

**SECTION 8.05. Indemnification Covenants.**

(a) Company shall and agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, Company further, shall indemnify and save the County harmless against and from all claims arising during the Term from (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Agreement, (iii) any act of Company or any of its agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or subcompany of Company, or of any agents, contractors, servants, employees or licensees of any assignee or subcompany of Company, related to the Project, or (v) any environmental violation, condition, or effect, related to the Project. Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, Company shall defend it in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County.

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

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

**ARTICLE IX**

## **FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS**

**SECTION 9.01. Transfers of Interest in Agreement and Economic Development Property; Financing Arrangements.** The Company and the County agree that any transfers of interest in this Agreement or Economic Development Property, and the entering into of any financing arrangement concerning any part of the Project shall be undertaken in compliance with the Transfer Provisions. The County shall not unreasonably object to any transfer of interest taking place hereunder in accordance with the Transfer Provisions

**SECTION 9.02. Access.** In lieu of and/or in addition to any subleasing by the Company pursuant to Section 9.01, the Company may, without any approval by the County, grant such rights of access to the Project and the buildings thereon as the Company may decide in its sole discretion.

**SECTION 9.03. Relative Rights of County and Financing Entities as Secured Parties.** The parties acknowledge that the County's right to receive FILOT Revenues hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Code, and Chapters 4 and 54 of Title 12 of the Code. The County consents and agrees that its rights under this Agreement, except for its rights to receive FILOT Revenues, Administration Expenses and Indemnification, pursuant to Section 8.05, shall, to the extent permitted by law, be subordinate to the rights of the secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional consent or action on the part of the County; provided, however, that the County hereby agrees to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination. The County hereby authorizes the then current County Administrator to execute such agreements, documents, and instruments as necessary therefor.

## **ARTICLE X**

### **TERM; TERMINATION**

**SECTION 10.01. Term.** Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

**SECTION 10.02. Termination.** The Company may terminate this Agreement at any time, in which event the Project may be subject to *ad valorem* taxes from the date of termination.

## **ARTICLE XI**

### **EVENTS OF DEFAULT AND REMEDIES**

**SECTION 11.01. Events of Default by Company.** Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any FILOT Payments or Administration Expenses, which default shall not have been cured within 30 days following receipt of written notice thereof from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for 90 days after the County shall have given the Company written notice of such default, the Company shall fail to proceed promptly to cure the same.

**SECTION 11.02. Remedies on Event of Default by Company.** Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(i) declare immediately due and payable FILOT Payments or Administration Expenses due hereunder;

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

(iii) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project; or

(iv) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

**SECTION 11.03. Application of Moneys Upon Enforcement of Remedies.** Any moneys received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; and third, to pay the FILOT (which in turn shall be applied as specified in Section 5.02 hereof).

**SECTION 11.04. Default by County.** Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.



## ARTICLE XII

### MISCELLANEOUS

**SECTION 12.01. Rights and Remedies Cumulative.** Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced, and the exercise or the failure to exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing by law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

**SECTION 12.02. Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

**SECTION 12.03. Notices; Demands; Requests.** All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to County:

Anderson County, South Carolina  
Attn: County Administrator  
Post Office Box 8002  
Anderson, South Carolina 29622

(b) As to Company:

Sargent Metal Fabricators  
Attn: Tim Hayden, President  
P.O. Box 2705  
Anderson, SC 29622

(c) With Copy to:

Thomas L. Martin, Esquire  
Burr & Forman LLP  
P.O. Box 447  
Greenville, SC 29602

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

**SECTION 12.05. Entire Understanding.** This Agreement expresses the entire understanding and all agreements of the parties hereto with each other as to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

**SECTION 12.06. Severability.** In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

**SECTION 12.07. Headings and Table of Contents: References.** The headings of the Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or subdivisions of this Agreement are references to the designated Articles or Sections or subdivisions of this Agreement.

**SECTION 12.08. Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Facsimile signatures may be relied upon as if originals.

**SECTION 12.09. Amendments.** Subject to the limitations set forth in Section 12-44-40(J)(2) of the FILOT Simplification Act, this Agreement may be amended, or the rights and interests of the parties hereunder surrendered, only by a writing signed by both parties.

**SECTION 12.10. Waiver.** Either party may waive compliance by the other party with any term or condition of this Agreement only in writing signed by the waiving party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

---

Tommy Dunn, Chairman,  
Anderson County Council

(SEAL)

ATTEST:

---

Lacey Croegaert  
Anderson County Clerk to Council



**SARGENT METAL FABRICATORS, INC.**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**COMPANY B**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**COMPANY C**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**EXHIBIT "A"**

**LAND DESCRIPTION**

All of that parcel described at Anderson County DB 10105 PG 150, and as Anderson County TMS #970001006.

**AMENDED AND RESTATED  
INFRASTRUCTURE FINANCING AGREEMENT  
As amended as of April 1, 2020**

THIS AMENDED AND RESTATED INFRASTRUCTURE FINANCING AGREEMENT (the "Agreement"), dated as of December 1, 2012, and amended as of April 1, 2020 (the "Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and Sargent Metal Fabricators, Inc. (the "Company"), a corporation authorized to do business in South Carolina, and Baitluck, LLC and Industrial Coaters, LLC, companies authorized to do business in South Carolina (and, collectively with the "Company", the Companies).

**WITNESSETH:**

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

**WHEREAS**, in accordance with the provisions of an Inducement Agreement dated as of July 17, 2012 (the "Inducement Agreement"), the Company committed to expand by construction and purchase, certain manufacturing facilities in the County, including paying a portion of the cost of certain taxable infrastructure of the County serving the expansion; and

**WHEREAS**, as of December 17, 2019, the Company committed to further expand, by construction and purchase, those manufacturing facilities, beginning in 2020, by entering into a new Inducement Agreement (the "2020 Inducement Agreement"), which calls for an additional Nine Million Five Hundred Thousand Dollars (\$9,500,000) (but not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000)) and the creation of an additional fifty (50) new, full time jobs (the "2020 Project") in the Project by the end of December 2023, and added Baitluck, LLC as a sponsor affiliate to the Project, and Sargent Metal Fabricators, Inc. and Baitluck, LLC have now added Industrial Coaters LLC to the Project as another Investor Affiliate (the Company, Baitluck, LLC, and Industrial Coaters, LLC collectively known as the "Companies"; and

**WHEREAS**, the County and Clarendon County, South Carolina have established a joint county industrial and business park (the "Clarendon Park"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code, which Park will expire in 2014; and



**WHEREAS**, the County has committed to placing the Project (as defined herein) and other property of the Companies at the Project site, into another existing or to-be-created joint county industrial and business park (“Park”), automatically and immediately upon the expiration of the Clarendon Park, so that the Project and other property of the Companies at the Project site shall be in a Park, without interruption, to the extent required by the County’s contractual commitments to the Companies; and

**WHEREAS**, the property on which the Project is located is or will be included within the Clarendon Park, and, without interruption, then in the Park; and

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

**WHEREAS**, pursuant to and as explained in the Inducement Agreement, the County agreed to provide special source revenue credits to reimburse the Company for a portion of the Company’s costs of eligible and qualifying Infrastructure (as defined herein) for the Project by means of providing a credit of up to forty percent (40%) against the Net Fee Payments (as defined herein) paid by the Company-on behalf of the Project property owned by the Company for a period of up to twenty (20) years, if the Company creates at least twenty (20) net, new Full Time Jobs at the Project site within five (5) years of the end of the tax year in which this Agreement is executed provided, however, that in the event the Company fails to create at least twenty (20) net, new Full Time Jobs (over the number of Baseline Jobs as defined herein) by the end of the Initial Investment Period (as defined herein), the Infrastructure Credit provided to the Company shall change to twenty percent (20%) for the remainder of the twenty (20) year period during which the Infrastructure Credits are due; and

**WHEREAS**, by Ordinance No. 2012-38, duly enacted by the County Council on November 20, 2012, following a public hearing conducted on October 16, 2012, in compliance with the terms of the Act (as defined herein), the County Council of the County duly authorized execution and delivery of the 2012 Infrastructure Financing Agreement (the “2012 IFA”) Agreement; and

**WHEREAS**, the County, by and through its ordinance 2020-009 has authorized the execution and delivery of this Amended Infrastructure Financing Agreement between the County and the Companies.

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

## ARTICLE I

## DEFINITIONS

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

“2012 Infrastructure Credits” shall mean the Infrastructure Credits or Credits established under the original Infrastructure Financing Agreement, dated as of December 1, 2012.

“2020 Ordinance” shall mean Ordinance No. 2020-009 enacted by the County Council of the County on July 7, 2020, authorizing the execution and delivery of this Agreement.

“2020 Project” shall mean the Companies’ acquisition by construction or purchase of certain machinery and equipment and other personal property for manufacturing operations within the County, which were placed in service between January 1, 2020 and December 31, 2023.

“Act” shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina 1976, as amended, and all future acts amendatory thereof.

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

“Baseline Jobs” shall mean the number of Full-Time Jobs at the Companies’ facilities at the Project site in the County on the first business day of 2012, which is \_\_\_\_\_.

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

“Clarendon Park Agreement” shall mean the joint county industrial and business park agreement entered into by Anderson County and Clarendon County, South Carolina, as from time to time amended.

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

“Companies” shall mean, collectively, Sargent Metal Fabricators, Inc., a corporation duly authorized to do business in South Carolina, and its successors and assigns, and Bailtuck, LLC and Industrial Coaters, LLC, each a company duly authorized to do business in South Carolina.

“Cost” or “Cost of the Infrastructure” shall mean, to the extent permitted by the Act, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for real property, labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the costs of construction bonds and of insurance of all kinds that may be required or necessary during the

course of construction and installation of the Infrastructure, which costs are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs of any kind which may be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure. In the 2012 Project, the cost of the Infrastructure was agreed to be \$800,000. In the 2020 Project, there is no set cost of the Infrastructure.

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

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

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

“Fee Payments” shall mean payments-in-lieu of taxes made by the Companies with respect to the Project, if not subject to a negotiated fee-in-lieu of tax or other property tax abatement, owned by the Companies by virtue of their location in the Park, as such parcels are described in Anderson County Ordinances 2012-38 and 2020-009.

“Indemnified Parties” shall mean holding harmless the County, including the County Council, and the employees, officers and agents of the County against and from all claims by or on behalf of any person, firm or company arising from the conduct or management of, or from any work or thing done to the personal property portions of the Project, during the term of the Agreement, other than proximately caused by the gross negligence or willful misconduct of the County and its agents and employees.

“Infrastructure” shall mean, to the extent permitted by the Act, with respect to the Project, (i) land purchase and grading, (ii) the buildings, roads, water and sewer facilities and other utilities serving the Project (to the extent not paid for with state, local or federal grants), (iii) all land, improvements, and fixtures attached to and so related to any of the property described in the foregoing clauses as to be considered an integral part of such property; and (iv) personal property of the Companies used in the Companies’ manufacturing processes, to the extent eligible under the Act, placed in service during the first two months of 2012, and not subject to other property tax abatement.

“Infrastructure Credit” or “Credit” shall mean the special source revenue credit(s) in the amount set forth in Section 3.02 hereof against the Companies’ Net Fee Payments as authorized by the Act to reimburse the Companies for a portion of the Cost of the Infrastructure.

“Multi-County Fee” shall mean the fee payable by the County to Clarendon County, South Carolina, pursuant to the Clarendon Park Agreement and then to the partner county, pursuant to the Park Agreement.



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

“Ordinance” shall mean Ordinance No. 2012-038 enacted by the County Council of the County on November 20, 2012, and Ordinance 2020-009, enacted on July 7, 2020, authorizing the execution and delivery of this Agreement, as amended.

“Park” shall mean the Joint County Industrial and Business Park established by the County and an adjacent county pursuant to the terms of the Park Agreement.

“Park Agreement” shall mean the joint county industrial and business park agreement entered into by and between the County and an adjacent county, as from time to time amended.

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

“Project”, for purposes of this Agreement, only, shall mean the ~~Company’s~~ Companies’ acquisition by construction or purchase of certain machinery and equipment and other personal property for manufacturing operations within the County, which are subject to ordinary taxes and are not subject to a negotiated fee-in-lieu of tax or other property tax abatement, and which were placed in service during the first two months of 2012. The original Project amounted to \$800,000 of taxable investment.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and the performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under, the provisions of (i) the Constitution of the State of South Carolina or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is not, to the County's knowledge, any action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby, or wherein an unfavorable decision, ruling or finding would adversely affect the enforceability, of this Agreement or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

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

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

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

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

(d) The provision of the Infrastructure Credit to reimburse the Companies for a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Companies to acquire, construct and maintain the Project in the County and in the State of South Carolina.

#### SECTION 2.03. Covenants of the County.

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

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

#### SECTION 2.04 Covenants of the Companies.

(a) Pursuant to the Inducement Agreement, the Company shall invest approximately Eight Hundred Thousand Dollars (\$800,000) in the Project, in addition to investing some \$2.5 Million in new investment under a new, negotiated fee-in-lieu of tax arrangement with the County at the Project Site, and shall create not less than twenty (20) new Full-Time Jobs, all within five (5) years of the end of the tax year in which this Agreement was executed (i.e., by February 28, 2018). In addition, the Companies shall invest an additional Nine Million Five Hundred Thousand Dollars (\$9,500,000), but not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000), and create an additional fifty (50), but not less than forty (40), new full time jobs in the 2020 Project.

(b) The Companies shall hold harmless Indemnified Parties (as defined herein) against and from all claims by or on behalf of any person, firm or company arising from the conduct or management of, or from any work or thing done on the Project, during the term of the Agreement, except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties. The Companies shall further indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of the Agreement directly from (i) any condition of the Project, (ii) any breach or default on the part of the Companies in the performance of any of their obligations under the Agreement, (iii) any act of the Companies or any of their agents, contractors, servants, employees or licensees, involving the Project, (iv) any act of any assignee or sublessee of the Companies or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Companies



involving the Project, or (v) any environmental violation, condition, or effect on, upon or caused by the Project except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties. The Companies, as to the Project, shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties and upon notice from an Indemnified Party, the Companies, respectively, shall defend it in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the County.

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

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

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

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

## ARTICLE III

### INFRASTRUCTURE CREDIT

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

SECTION 3.02. Special Source Revenue Credits.

(a) As reimbursement for the Companies' investment in the Infrastructure, commencing with the first Fee Payment by the Companies due with respect to the Project in the Clarendon Park or the Park, and continuing for up to nineteen (19) consecutive annual Fee Payments thereafter (for a total of up to twenty (20) annual Fee Payments), the County shall hereby provide an Infrastructure Credit of up to forty percent (40%) of the Net Fee Payments made by the Companies with respect to that portion of the Project, which is subject to a 10.5% assessment ratio and is not already receiving either the manufacturing abatement under Section 12-37-220 of the Code, an existing infrastructure credit, or a negotiated FILOT arrangement under Section 4-29-67, Section 4-12-10, et. seq. or Section 12-44-10 et. seq., South Carolina Code, 1976, as amended.

(b) The foregoing notwithstanding, the 2012 Infrastructure Credits provided for under this Agreement shall be subject to the following limitations and requirements: (1) If the Companies fail-fails to create at least twenty (20) new Full Time jobs (over the number of Baseline Jobs) by the end of the Initial Investment Period, the Infrastructure Credit provided to the Companies shall change to twenty percent (20%) for the remainder of the twenty (20) year period during which the Infrastructure Credit is due, (2) as of any date during the term of this Agreement, the cumulative dollar amount expended by the Companies on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credit received by the Companies, (3) the Companies shall not claim total or partial abatement of ad valorem property taxes as to any property for which an Infrastructure Credit is given, and (4) once the Companies have realized and received the Infrastructure Credit for a total of twenty (20) consecutive annual fee payments, the Infrastructure Credit provided hereunder shall end.

(c) In addition to the original infrastructure credit described in Section (a) above, the Companies can also qualify for an infrastructure credit for the 2020 Project, granting the Companies a forty percent (40%) credit against FILOT payments for the 2020 Project property in the Park (all as defined herein), for the first five (5) years that such payments are made, and a twenty five percent (25%) credit for the next five years (years 6 through 10) of such FILOT

payments) if the Companies create an anticipated fifty (50), but not less than forty (40), new full-time jobs and invest an expected Nine Million Five Hundred Thousand Dollars (\$9,500,000), but not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000), in the 2020 Project in the Park by the end of 2024 (**Note:** The end of the qualifying period for these credits (the end of 2024) intentionally is not the same as the end of the 2020 Project Investment Period (which is December 31, 2023). Should the Companies not create at least forty (40) new full-time jobs and invest at least \$7.5 Million in the 2020 Project by the end of 2024, then the credit provided herein for the second 5 years of such payments (years 6 through 10) of the 2020 Project will change from twenty five percent (25%) to ten percent (10%) for the remainder of the ten year period during which credits are due. If the Companies subsequently meet both the investment and jobs creation requirements stated in this section by the end of 2025, the credits authorized herein shall return to twenty five percent (25%) for the remainder of the ten-year period during which credits are due, but credits already reduced will not be made up. The Companies agree, among other things, not to claim total or partial abatement of *ad valorem* property taxes as to any property for which an Infrastructure Credit for the 2020 Project is given.

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

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

(d) As set forth in Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Infrastructure Credit is used as payment for Infrastructure personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the twenty (20) year term of the original 2012 Infrastructure Credit or the ten (10) year term of the Infrastructure Credit for the 2020 Project, the amount of the fee in lieu of taxes due on such personal property for the year in which the personal property was removed from the Project also shall be due for two years immediately following the removal. If Infrastructure personal property is removed from the Project but is replaced with qualifying replacement



property, then the Infrastructure personal property will not be considered to have been removed from the property.

## ARTICLE IV

### CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

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

SECTION 4.02. Transfer of Project. The County hereby acknowledges that the Companies may from time to time and in accordance with applicable law and the provisions of the Inducement Agreement, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide the Infrastructure Credit to the Companies' assignee of such payments under this Agreement, provided (a) such assignee continues to make Fee Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Companies, and (b) such assignment is consummated in accordance with the provisions of the Inducement Agreement.

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

## ARTICLE V

### DEFAULTS AND REMEDIES

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

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

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

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

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

## ARTICLE VI

### MISCELLANEOUS

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

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

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall

not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credit shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Infrastructure Credit is held to be illegal or invalid, to the extent permitted by law and at the expense of the Companies, the County agrees to issue a special source revenue bond in place of the Infrastructure Credit provided for herein, such special source revenue bond to provide for the same economic benefit to the Companies which would otherwise be enjoyed by the Companies for the duration of the Infrastructure Credit.

SECTION 6.04      No Liability for Personnel of County or Companies.

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

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

As to the County:

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

As to the Companies:

Sargent Metal Fabricators  
Attn: Tim Hayden, President  
P.O. Box 2705  
Anderson, SC 29622

With Copy to:

Thomas L. Martin, Esquire  
Burr & Forman LLP  
P.O. Box 447  
Greenville, SC 29602

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



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

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

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

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

SECTION 6.10. Conflict Between Transactional Documents. To the extent of any conflict between this Agreement and the Inducement Agreement, this Agreement shall control.

**[The remainder of this page left blank intentionally]**

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

ANDERSON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

By: \_\_\_\_\_  
Rusty Burns  
Anderson County Administrator

(SEAL)

ATTEST:

\_\_\_\_\_  
Lacey Croegaert  
Anderson County Clerk to Council

Sargent Metal Fabricators, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Bailtuck, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Industrial Coaters, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

## FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee in Lieu of Tax Agreement, effective as of December 1, 2012 ("Fee Agreement"), amended as of April 1, 2020 between Anderson County, South Carolina ("County") and Sargent Metal Fabricators, Inc. and Baitluck, LLC. (collectively, "Company").

### 1. **Joinder to Fee Agreement.**

Industrial Coaters, LLC hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement except the following: [None]; (b) acknowledges and agrees that (i) in accordance with the Act, the undersigned has been designated as a sponsor affiliate by the Company for purposes of the Project and that designation has been consented to by the County according to the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a sponsor affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned has all of the rights and obligations of the Company as set forth in the Fee Agreement. The Company, by execution hereof, requests and consents to the addition of Industrial Coaters, LLC to the Fee Agreement as a sponsor affiliate under the Act.

### 2. **Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

### 3. **Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

### 4. **Notice.**

Notices under Section 12.03 of the Fee Agreement shall be sent to:

Sargent Metal Fabricators, Inc., Baitluck, LLC and Industrial Coaters, LLC

**[The remainder of this page left blank intentionally]**



IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

April 1, 2020  
Date

Name of Entity: Industrial Coaters, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

AND THE COMPANY has requested and agreed to the addition of Industrial Coaters, LLC to the Fee Agreement as a Sponsor Affiliate.

\_\_\_\_\_  
Date

Name of Entity: Sargent Metal Fabricators, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

AND THE COMPANY has requested and agreed to the addition of Industrial Coaters, LLC to the Fee Agreement as a Sponsor Affiliate.

\_\_\_\_\_  
Date

Name of Entity: Bailtuck, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**ANDERSON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ORDINANCE NO. 2020-011**

**AN ORDINANCE DECLARING A MORATORIUM FOR SIX (6) MONTHS ON THE ISSUANCE OF APPROVALS OF DEVELOPMENT PERMITS FOR RECREATIONAL VEHICLES (“RV”) PARKS AND TINY HOME SUBDIVISIONS IN ANDERSON COUNTY TO ALLOW FOR DEVELOPMENT OF REVISED STANDARDS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County Council finds that there is growing interest in “tiny home” residential structures;

**WHEREAS**, Anderson County Council is aware that tiny-home subdivisions proposed in Anderson County are reviewed under the land development standards for RV Parks.

**WHEREAS**, Anderson County Council finds that a clearer definition and approval process is needed for tiny homes, tiny homes subdivision development, and RV Parks in Anderson County in order to better protect the public health, safety, and welfare of the citizens of Anderson County, along with improved design for these unique developments;

**WHEREAS**, Anderson County Council desires a reasonable time within which to develop amendments to land use regulations and the zoning ordinance to establish, clarify, and update minimum standards for tiny home developments and RV Parks.

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

1. Anderson County Council hereby declares a moratorium on the issuance of development permits, including preliminary plat approval, for tiny home subdivisions and RV Parks. This moratorium shall remain in effect for six months, unless Anderson County Council adopts amendments to the Anderson County land use regulations and the zoning ordinance addressing standards and conditions for tiny house subdivisions and RV parks at an earlier date.

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

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

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

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

**ORDAINED** in meeting duly assembled this 7th day of July, 2020.

**ATTEST:**

**FOR ANDERSON COUNTY:**

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey A. Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: May 13, 2020

2<sup>nd</sup> Reading: June 18, 2020

3<sup>rd</sup> Reading: July 7, 2020

Public Hearing: July 7, 2020



## **Ordinance #2020-013**

**An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 19.00 acres from C-2 (Highway Commercial) to R-M (Multifamily Residential) on a portion of a parcel of land, identified as Welpine Road in the Denver-Sandy Springs Precinct shown in Deed Book 12169 page 00238. The parcel is further identified as p/o TMS #093-00-03-002.**

**Whereas**, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

**Whereas**, the Ordinance contains provisions providing for the amendment of the Map; and,

**Whereas**, County Council desires to amend the Map by adopting a zoning map amendment from C-2 to R-M for +/- 19.00 acres of p/o TMS #093-00-03-002 described above; and,

**Whereas**, the Anderson County Planning Commission has held a duly advertised Public Hearing on June 9, 2020, during which it reviewed the proposed rezoning from to C-2 to R-M +/- 19.00 acres of p/o TMS #093-00-03-002 described above; and,

**Whereas**, the Anderson County Council has duly advertised and held a Public Hearing on July 7, 2020, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from C-2 to R-M +/- 19.00 acres of p/o TMS #093-00-03-002 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2020-013

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey A. Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: June 23, 2020

2<sup>nd</sup> Reading: July 7, 2020

3<sup>rd</sup> Reading:

Public Hearing: July 7, 2020





Aerial Photography

Rezoning Request  
Welpine Road  
C-2 to R-M

0 500 1,000 2,000 Feet





**Rezoning Request**  
**Welpine Road**  
**C-2 to R-M**

0 1,000 2,000 4,000 Feet



# Rezoning Request Welpine Road C-2 to R-M







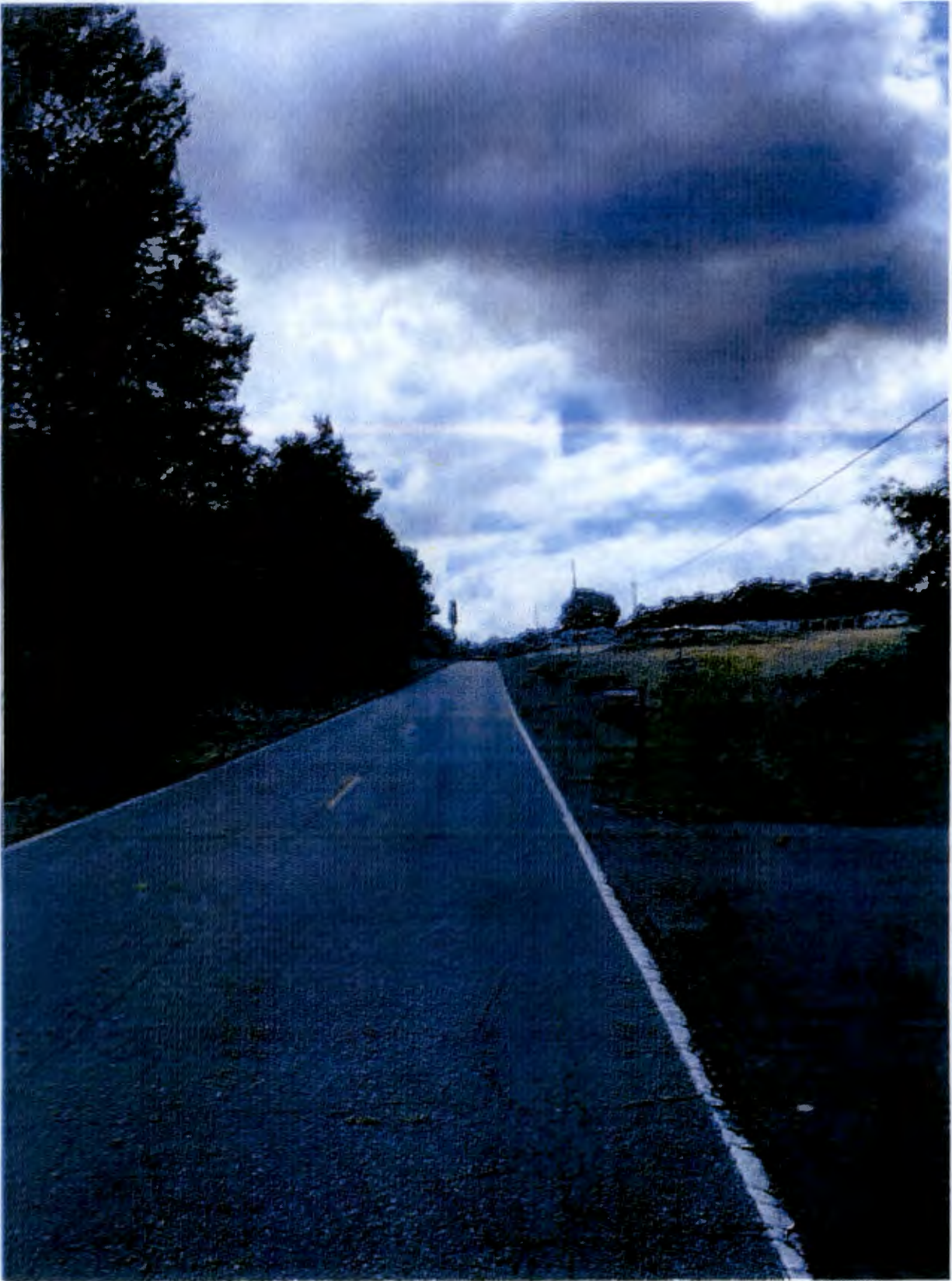






















5/22/20





5/22/20





5/22/20





## **Ordinance #2020-016**

**An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 43.91 acres from R-20 (Single-Family Residential) to R-A (Residential Agricultural) on a parcel of land, identified as 2705 Centerville Road in the Denver-Sandy Springs Precinct shown in Deed Book 12979 page 00227. The parcel is further identified as TMS #045-00-04-006.**

**Whereas**, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

**Whereas**, the Ordinance contains provisions providing for the amendment of the Map; and,

**Whereas**, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to R-A for +/- 43.91 acres of TMS #045-00-04-006 described above; and,

**Whereas**, the Anderson County Planning Commission has held a duly advertised Public Hearing on March 10, 2020, during which it reviewed the proposed rezoning from to R-20 to R-A +/- 43.91 acres of TMS #045-00-04-006 described above; and,

**Whereas**, the Anderson County Council has duly advertised and held a Public Hearing on July 7, 2020, regarding said amendment of the Anderson County Official Zoning Map:

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from R-20 to R-A +/- 43.91 acres of TMS #045-00-04-006 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2020-016

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey A. Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: June 23, 2020

2<sup>nd</sup> Reading: July 7, 2020

3<sup>rd</sup> Reading:

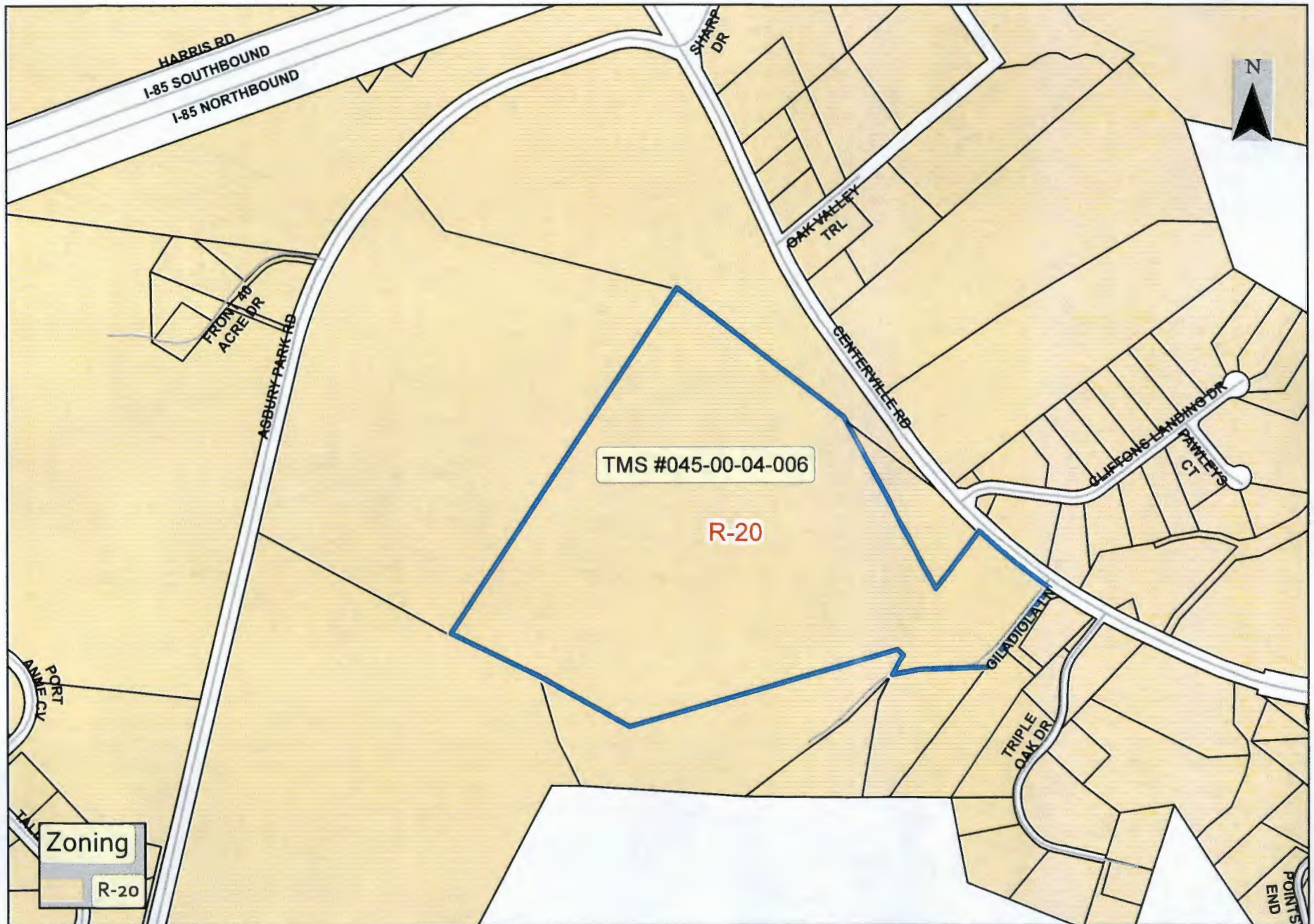
Public Hearing: July 7, 2020



**Rezoning Request**  
**2705 Centerville Road**  
**R-20 to R-A**

0 280 560 1,120 Feet





**Rezoning Request**  
**2705 Centerville Road**  
**R-20 to R-A**

0 500 1,000 2,000 Feet





**Rezoning Request**  
**2705 Centerville Road**  
**R-20 to R-A**

0 500 1,000 2,000 Feet









2/21/20



2/21/20







2/21/20



**ORDINANCE NO. 2020-017**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT WESTWIND] WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, ANDERSON COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on May 13, 2020 an inducement resolution (the “*Inducement Resolution*”) with respect to certain proposed investment by [Project Westwind], a \_\_\_\_\_ (the “*Company*”) (which was known to the County at the time as “*Project Westwind*”), with respect to the acquisition, construction, and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new manufacturing/distribution facility in the County (collectively, the “*Project*”); and

**WHEREAS**, the Company has represented that the Project will involve an investment of approximately \$2,800,000 in the County within the Standard Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

**WHEREAS**, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

**WHEREAS**, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

**WHEREAS**, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Revenue Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

**WHEREAS**, the County Council has caused to be prepared and presented to this meeting the form



of the Fee Agreement which the County proposes to execute and deliver; and

**WHEREAS**, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

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

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Rusty Burns  
Anderson County Administrator

\_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

\_\_\_\_\_  
Lacey Croegaert,  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leon Harmon  
Anderson County Attorney

First Reading: June 23, 2020

Second Reading: July 7, 2020

Third Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of June 18, 2020, July 7, 2020, and \_\_\_\_\_, 2020, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

\_\_\_\_\_  
Lacey Croegaert  
Anderson County Clerk to Council

Dated: \_\_\_\_\_, 2020



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**FEE IN LIEU OF TAX AND  
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**[PROJECT WESTWIND]**

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Dated as of \_\_\_\_\_, 2020

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## SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Revenue Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Revenue Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

<b>Company Name:</b>	<b>[Project Westwind]</b>	<b>Project Name:</b>	<b>Project Westwind</b>
<b>Projected Investment:</b>	<b>\$2,800,000</b>	<b>Projected Jobs:</b>	<b>N/A</b>
<b>Location (street):</b>	<i>To be provided</i>	<b>Tax Map No.:</b>	<i>To be provided</i>
<b>1. FILOT</b>			
Required Investment:	\$2,800,000	Required Jobs:	N/A
Investment Period:	5 years with a 5 year extension if Required Investment is met.	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30
Fixed Millage:	0.3205	Net Present Value (if yes, discount rate):	
Clawback information:	If the FILOT Act Minimum Investment Requirement is not made during the Standard Investment Period, the FILOT is terminated retroactively		
<b>2. MCIP</b>			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson County/Greenville County Park dated July 15, 2014		
<b>3. SSRC</b>			
No. of Years	20 years		
Yearly Increments:	90% years 1 – 5; 60% years 6 – 10; 50% years 11-20		
Clawback information:			
<b>4. Other information</b>	In the event \$2,800,000 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years.		

## FEE IN LIEU OF TAX AGREEMENT

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT** (the "**Fee Agreement**") is made and entered into as of \_\_\_\_\_, 2020 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "**County**"), a body politic and corporate and a political subdivision of the State of South Carolina (the "**State**"), acting by and through the Anderson County Council (the "**County Council**") as the governing body of the County, and **[Project Westwind]**, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (the "**Company**").

### RECITALS

1. Title 12, Chapter 44 (the "**FILOT Act**"), Code of Laws of South Carolina, 1976, as amended (the "**Code**"), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-17 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("**Special Source Revenue Credit**") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, "**Infrastructure**").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a manufacturing and/or distribution facility in the County.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. In accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on May 13, 2020 (the "**Inducement Resolution**"), whereby the County agreed to provide the benefits of a FILOT, MCIP, and Special Source Revenue Credits with respect to the Project, the terms of all of which are set forth in greater detail in this Fee Agreement.

6. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

7. By enactment of an Ordinance on \_\_\_\_\_, 2020, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

#### Section 1.01    Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

***“Administration Expenses”*** shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

***“Affiliate”*** shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any member, partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

***“Code”*** shall mean the Code of Laws of South Carolina 1976, as amended.

***“Commencement Date”*** shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

***“Company”*** shall mean [PROJECT WESTWIND], a \_\_\_\_\_, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

***“Condemnation Event”*** shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

***“Contract Minimum Investment Requirement”*** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$2,800,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement) from the first day that Project property comprising all or a portion of the Project is purchased or acquired, whether before or after the date of this Agreement, and ending at the end of the Investment Period.



***“County”*** shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

***“County Administrator”*** shall mean the Anderson County Administrator, or the person holding any successor office of the County.

***“County Assessor”*** shall mean the Anderson County Assessor, or the person holding any successor office of the County.

***“County Auditor”*** shall mean the Anderson County Auditor, or the person holding any successor office of the County.

***“County Council”*** shall mean Anderson County Council, the governing body of the County.

***“County Treasurer”*** shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

***“Defaulting Entity”*** shall have the meaning set forth for such term in Section 6.02(a) hereof.

***“Deficiency Amount”*** shall have the meaning set forth for such term in Section 4.03(a) hereof.

***“Department”*** shall mean the South Carolina Department of Revenue.

***“Diminution in Value”*** in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

***“Economic Development Property”*** shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act, selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

***“Equipment”*** shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

***“Event of Default”*** shall mean any event of default specified in Section 6.01 hereof.

***“Exemption Period”*** shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

***“Extended Investment Period”*** shall mean the period ending five (5) years after the end of the Standard Investment Period.

***“Fee Agreement”*** shall mean this Fee in Lieu of Tax and Special Source Revenue Credit Agreement.

***“FILOT”*** or ***“FILOT Payments”*** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

***“FILOT Act”*** shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

***“FILOT Act Minimum Investment Requirement”*** shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

***“Improvements”*** shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

***“Infrastructure”*** shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

***“Investment Period”*** shall mean, and shall be equal to, the Standard Investment Period plus the Extended Investment Period, if applicable.

***“Land”*** means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

***“MCIP Act”*** shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

***“MCIP Agreement”*** shall mean the Agreement for the Development of a Joint County Industrial and Business Park dated as of July 15, 2014, between the County and Greenville County, South Carolina, as the same may be amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

***“MCIP”*** shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

***“Phase”*** or ***“Phases”*** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

***“Project”*** shall mean all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section

12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

***“Removed Components”*** shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

***“Replacement Property”*** shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

***“Special Source Revenue Credits”*** shall mean the annual special source revenue credits provided to the Company pursuant to Section 4.02 hereof.

***“Sponsor Affiliate”*** shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

***“Standard Investment Period”*** shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

***“State”*** shall mean the State of South Carolina.

***“Termination Date”*** shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

***“Transfer Provisions”*** shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

#### Section 1.02    **Project-Related Investments**

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.



[End of Article I]

## **REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

### **Section 2.01    Representations, Warranties, and Agreements of the County**

The County hereby represents, warrants, and agrees as follows:

(a)     The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b)     Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c)     The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d)     The millage rate set forth in Step 3 of Section 4.01(a) hereof is 0.3205 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2020, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e)     The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Revenue Credit is to be provided under this Fee Agreement.

### **Section 2.02    Representations, Warranties, and Agreements of the Company**

The Company hereby represents, warrants, and agrees as follows:

(a)     The Company is organized and in good standing under the laws of the State of \_\_\_\_\_, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b)     The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a manufacturing and/or distribution facility, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c)     The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d)     The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met, the Contract Minimum Investment Requirement within the Standard Investment Period.

[End of Article II]

## COMMENCEMENT AND COMPLETION OF THE PROJECT

### Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Standard Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. In the event that the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Standard Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

### Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Standard Investment Period.

### Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the



Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

## FILOT PAYMENTS

### Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

**Step 1:** Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

**Step 3:** Use a millage rate of 0.3205 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

#### Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments for a period of five (5) consecutive years in an amount equal to ninety percent (90%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; thereafter, for a period of five (5) consecutive years in an amount equal to sixty percent (60%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; and thereafter, for a period of ten (10) consecutive years in an amount equal to fifty percent (50%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Revenue Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Revenue Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) As provided in Section 4-29-68 of the Code, to the extent any Special Source Revenue Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.



(e) Each annual Special Source Revenue Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Revenue Credit to be provided to the Company for such property tax year.

(f) The Special Source Revenue Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

#### Section 4.03 Failure to Achieve FILOT Act Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Standard Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Standard Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

#### Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

#### Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate

shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06      Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

## **PARTICULAR COVENANTS AND AGREEMENTS**

### **Section 5.01 Cessation of Operations**

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Standard Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

### **Section 5.02 Rights to Inspect**

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

### **Section 5.03 Confidentiality**

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

### **Section 5.04 Limitation of County's Liability**

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from



or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

#### Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

#### Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent

that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

#### Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

#### Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

#### Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate,

transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

#### Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

#### Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

#### Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

#### Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during



which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

## **DEFAULT**

### Section 6.01    Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

### Section 6.02    Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, subject to any applicable cure period, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the FILOT Act Minimum Investment Requirement, the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and

notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, subject to any applicable cure period, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03    Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04    No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]



## MISCELLANEOUS

### Section 7.01    Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

#### If to the Company:

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#### With a copy to:

Justin M. Hoyle  
Nexsen Pruet, LLC  
205 King Street, Suite 400  
Charleston, South Carolina 29401

#### If to the County:

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

#### With a copy to:

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

### Section 7.02    Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

### Section 7.03    Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

### Section 7.04    Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

### Section 7.05    Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

### Section 7.06    Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

### Section 7.07    Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

### Section 7.08    Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

### Section 7.09    Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto

(including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10    Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11    Waiver

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

Section 7.12    Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]



**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

ATTEST:

\_\_\_\_\_  
Lacey Croegaert  
Anderson County Clerk to Council

*[Signature Page 1 to Fee in Lieu of Tax and Special Source Revenue Credit Agreement]*

[PROJECT WESTWIND]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page 2 to Fee in Lieu of Tax and Special Source Revenue Credit Agreement]*

**EXHIBIT A**

**LEGAL DESCRIPTION**

*To be provided*



**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Revenue Credit Agreement dated as of \_\_\_\_\_, 2020 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20\_\_ was \$\_\_\_\_\_.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning \_\_\_\_\_, 20\_\_ (that is, the beginning date of the Investment Period) and ending December 31, 20\_\_, is \$\_\_\_\_\_.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Revenue Credit Agreement dated as of \_\_\_\_\_, 2020 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is \$\_\_\_\_\_.

(2) As of December 31, 20\_\_, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$\_\_\_\_\_.

(3) [Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.] Of the total amount set forth in (2) above, \$\_\_\_\_\_ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Anderson County Planning Commission  
Staff Report  
June 9, 2020**

Applicant: Jamie McCutchen for Spano & Associates  
Current Owner: Lathan Bennett Pracht Farm Trust LLC  
Property Address: Highway 187, Fants Grove Road & Burns Bridge Road  
Precinct: Mt. Tabor  
Council District: 4  
TMS #(s): 043-00-01-006; -007; -020 and 043-00-11-021  
Acreage: +/- 141.83  
Current Zoning: R-20 (Single-Family Residential)  
Requested Zoning: PD (Planned Development)  
Surrounding Zoning: North: R-20 (Single-Family Residential) and R-A (Residential Agricultural)  
South: I-2 (Industrial Park District – Clemson Research Park)  
East: R-20 (Single-Family Residential)  
West: R-20 (Single-Family Residential)

Evaluation: The purpose of the PD district is to encourage innovative and creative design of residential and/or commercial developments and permit a greater amount of flexibility to a developer by removing some of the restrictions of conventional zoning. Each application is reviewed on its own merit.

This request is to rezone four parcels of property described above from R-20 (Single-Family Residential) to PD (Planned Development). The applicant's intent is to develop a mixed-use development consisting of single-family detached, single-family attached and commercial/non-residential uses. The development will contain 435 residential lots and up to 20 acres of commercial/non-residential uses.

All single-family detached homes will be a minimum of 3 bedrooms, 2 bath units. Single-family attached homes will be a minimum of 2 bedrooms, 2 bath units. A mix of single story, 1 1/2 story, and two-story homes will be constructed. Homes will be a minimum of 1,200 square feet of heated area. Amenities will include open space, multiple parks, a playground, a pool and cabana, a dog park, community



garden and walking trails. The project is expected to be built in multiple phase over 5 to 7 years, generally constructing 60-100 units per phase.

The developer attempted community outreach, however, due to COVID-19 was unable to do so. Instead, they created a website and sent letters out to 244 property owners. Twenty-five people did respond and they were sent a survey about the development; only 8 completed the survey. However, 6 provided responses and comments on the site plan.

The developer has received letters from the appropriate agencies acknowledging water, sewer, phone, light and fire services. Developer will be required to tie on to sewer if approved. Highway 187 is classified as a collector road. A traffic impact study has been completed for the project and reviewed by SCDOT. Widening of Highway 187 to three lanes and turn lane has been identified along with reserving right-of-way at intersections and improvements of William Walker Road. Anderson County Roads and Bridges has identified William Walker Road as a minor local road with one access point which limits the maximum average daily trips (ADT) to 500 per day. If the proposed William Walker Site Access #1 road is constructed, then the segment from SC Highway 187 will become a minor local road with two access points with a maximum ADT of 1,000. The development is estimated to add 874 trips per day to the road for a total ADT of 986. Based on the estimated ADT, current condition rating, width and pavement structure; it is recommended that this segment be upgraded to the current Anderson County Commercial Road Standards. Auxiliary left and right turn lanes for the eastbound movements should be constructed since the traffic impact study estimates the level of service (LOS) to decline from LOS B to LOS C. The developer shall be responsible for all cost to upgrade William Walker Road including engineered plans, permits, right of ways, construction, and utility relocations.

Single-Family Residential and Industrial Park District uses are adjacent to the subject parcels. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as agricultural and industrial.

Public Outreach:

Staff hereby certifies that the required public notification actions have been completed, as follows:

- May 22: Rezoning notification signs posted on subject property;
- May 22: Rezoning notification postcards sent to 187 property owners within 2,000' of the subject property;
- May 25: Planning Commission public hearing advertisement published in the *Independent-Mail*.

Public Feedback: To date, staff has received six phone calls requesting more information.

Staff Recommendation: The subject property is in a suitable location for transition to a mixed-use development because of the availability of sewer. Based on the merit of the Statement of Intent, staff recommends approval of this request.

Planning Commission Recommendation: The Anderson County Planning Commission met on June 9, 2020 and after a duly noted public hearing recommended **denial** of a request to rezone from R-20 to PD. The vote was **0** in favor, **5** opposed, and **2** absent.

County Council: The Anderson County Council will meet on July 7, 2020 and hold a duly noted public hearing and 1<sup>st</sup> reading on this request to rezone from R-20 to PD.



# Rezoning Request Recommendation

6/9/20  
Date of Planning Commission Meeting

Denial  
Recommendation (Approval or Denial)

## Project Information

Name of Applicant: Jamie McCutchen for Spano + Associates  
Property Location: Hwy. 187, Fents Grove Rd, Burns Bridge Rd + William Walker Rd  
County Council District: 4 School District: \_\_\_\_\_  
Total Acreage: 141.83 Current Land Use: \_\_\_\_\_  
Current Zoning: R-20 Requested Zoning: PD  
Purpose of Rezoning: Mixed development - commercial + residential

## Recommendation

Recommendation Rendered: Deny

Reason(s) for Denial, if applicable:

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

Explanation of Reasons: \_\_\_\_\_

Planning Commission Presiding Chairman: DAVID COTHRAN

Signature: [Signature] Date: 6-9-2020

Page 1 of 1

For Office Use Only:

Scheduled Commission Public Hearing Date: 6/9/20 Planning Commission Recommendation: \_\_\_\_\_

Scheduled Council Public Hearing Date: 7/7/20 County Council Decision: \_\_\_\_\_





## Rezoning Application

Anderson County Planning & Community Development

Date of Submission

Approved/Denied

### Applicant's Information

Applicant Name: Jamie McCutchen for Spano & Associates  
Mailing Address: 104 Milestone Way, Greenville, SC 29615  
Telephone: 864-527-9800  
Email: jmcutchen@davisfloyd.com

### Owner's Information (If Different from Applicant)

Owner Name: Lathan Bennett Pracht Farm Trust, LLC  
Mailing Address: 6004 Hwy 24, Townville, SC 29689  
Telephone: 864-314-3260  
Email: richbennett@bellsouth.net

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

I, Jamie McCutchen, hereby designate the person named the Applicant as my agent to represent me in this

[Signature]  
Signature

4/9/2020  
Date

### Project Information

Highway 187, Fants Grove Road, Burns Bridge Road, William Walker Road

430001006, 430001020, 430001007 & 430011021

4

School District:

04

+/-141.8 acres

Current Land Use:

Vacant

PD

Current Zoning:

R-20

Mixed Use Planned Development

River Street/Post Office Box 8002 \* Anderson, South Carolina 29622  
Phone: 864.260.4720 \* Email: [planning@andersoncountysc.org](mailto:planning@andersoncountysc.org)



**○ No**

Jamie McGutchen - Davis & Floyd

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 225. POSITION \_\_\_\_\_  
 226. ORGANIZATION

Date \_\_\_\_\_

Additional Information or Comments: Preliminary Development Plan and Statement of Intent are attached

Jamie McCutchen • Davis & Fryd

Digitally signed by Jochen W. Kuchler - DN: cn=Jochen W. Kuchler, o=Fraunhofer IPA, ou=Fraunhofer IPA, email=jochen.kuchler@ipa.fraunhofer.de, c=DE  
 Date: 2016.09.27 10:05:00 +0200

4/9/2020

Date \_\_\_\_\_

Application Received By:

4/9/20

Complete Submission Date:

Commission Public Hearing:

**Council Public Hearing:**



# ANDERSON COUNTY REZONING APPLICATION NARRATIVE

Please provide a narrative below, describing the proposed use of the property including, but not limited to:

1. General description of proposed use;
2. Provisions for water and sewer;
3. Plans for protection of abutting properties, if applicable;
4. Any additional information deemed reasonable for review.

Preliminary Development Plan and Statement of Intent are attached.  
Traffic Study has been completed and also attached





**Aerial Photography**

**Rezoning Request  
Hwy. 187, Burns Bridge Rd., William Walker Rd.  
R-20 to PD**

0 500 1,000 2,000 Feet





**Aerial Photography**

**Rezoning Request  
Hwy. 187, Burns Bridge Rd., & William Walker Rd.  
R-20 to PD**

0 1,000 2,000 4,000 Feet

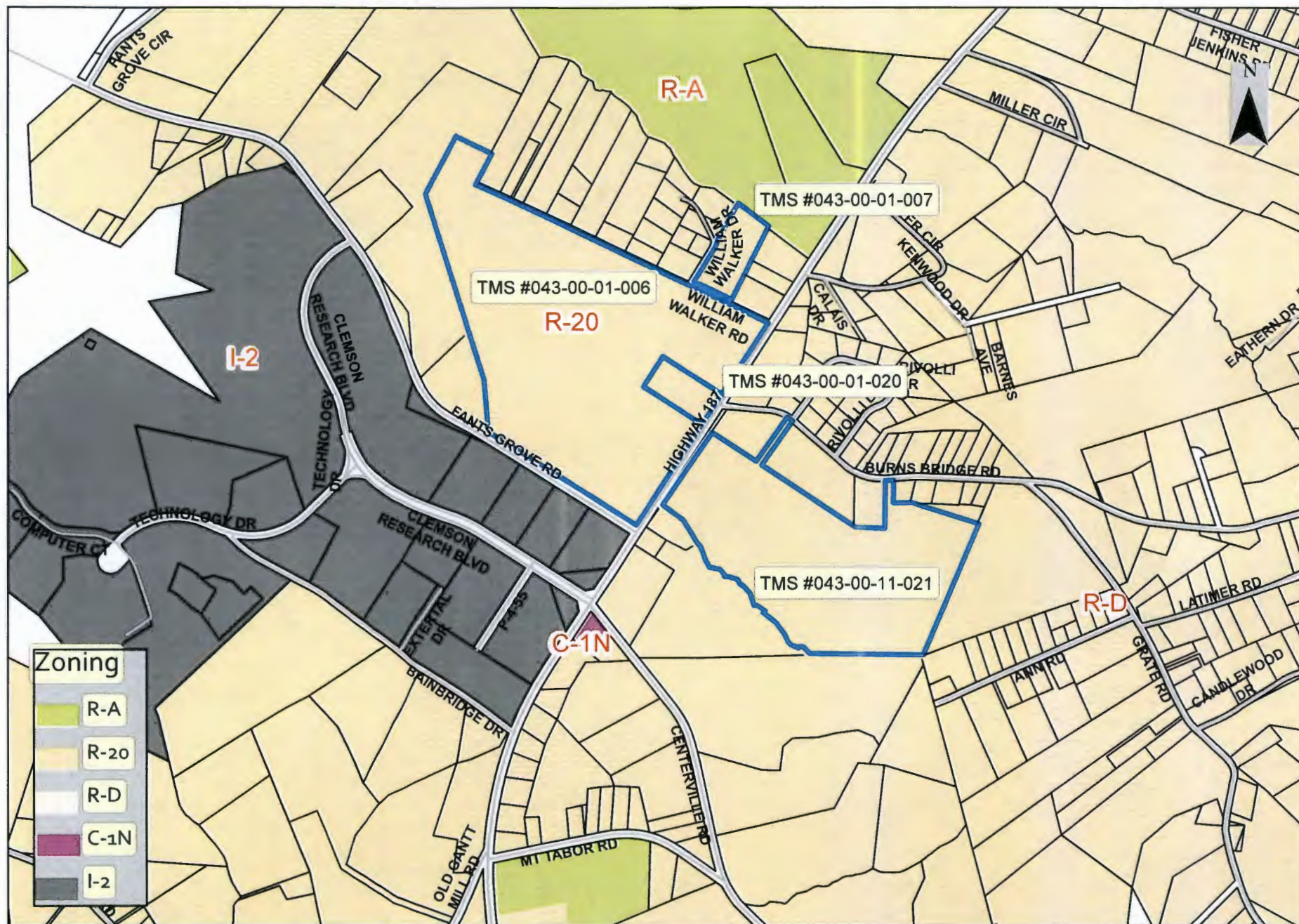




**Rezoning Request**  
**Hwy. 187, Burns Bridge Rd., & William Walker Rd.**  
**R-20 to PD**

0 1,000 2,000 4,000 Feet





**Rezoning Request**  
**Hwy. 187, Burns Bridge Rd., & William Walker Rd.**  
**R-20 to PD**

0 1,000 2,000 4,000 Feet













5/22/20



5/22/20







5/22/20



5/22/20







REZONING PUBLIC  
HEARING NOTICE  
SG4-260-4720

5/22/20



5/22/20







5/22/20





5/22/20





















5/22/20





5/22/20





5/22/20



5/22/20







# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** May 29, 2020

**TO:** Matt Hogan  
Roads & Bridges Manager

**FROM:** Bill Rutledge  
Assistant Principal Engineer

**Cc:** Bee Baker  
Principal Engineer

**SUBJECT:** Cornerstone Planned Development  
William Walker Road Reclassification

The proposed Cornerstone Planned Development is adjacent to William Walker Road C-04-0043. Currently, this road is classified as a minor local road with one access point that limits the maximum average daily trips (ADT) to 500 per day. If the proposed William Walker Site Access #1 road is constructed, then the segment from there to SC Highway 187 will become a minor local road with two access points with a maximum ADT of 1,000. The development is estimated to add 874 trips per day to the road for a total ADT of 986. Based on the estimated ADT, current condition rating (58), width (17'), and pavement structure (AC), I would recommend this segment be upgraded to the current Anderson County Commercial Road Standards. Auxiliary left and right turn lanes for the eastbound movements should be constructed since the traffic impact study estimates the level of service (LOS) to decline from LOS B to LOS C.

The recommended upgrades to William Walker Road will consist of 66' Right of Way, 6" Stone Base Course, 2.5" Asphalt Binder Course, 2" Surface Course, and curb and gutter. The two lane section should be 24' wide and the three lane section for the auxiliary lanes near the intersection of Highway 187 would be 36' wide. The developer shall be responsible for all costs to upgrade William Walker Road including engineered plans, permits, right of ways, construction, and utility relocations.

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**Brett Sanders**  
V. Chairman, District 4

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

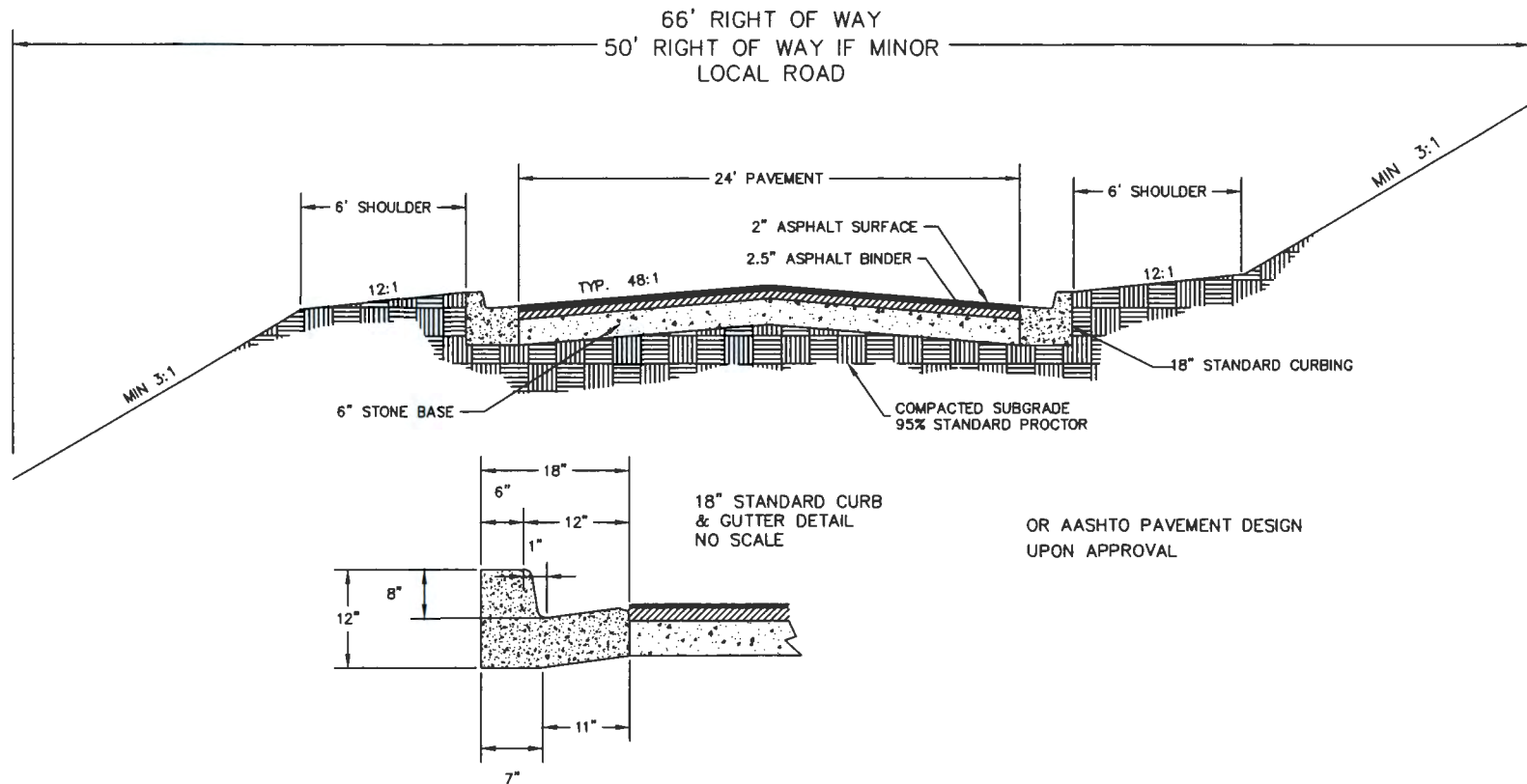
**Lacey Croegaert**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



# MINIMUM ROAD IMPROVEMENTS COMMERCIAL STANDARD I



**DAVIS & FLOYD**

SINCE 1954

**Statement of Intent  
for  
Cornerstone Planned Development  
A Mixed-Use Community**

**Highway 187, Fants Grove Road &  
Burns Bridge Road  
Anderson County, South Carolina**

**Prepared For  
Spano & Associates, Inc.  
1540 International Parkway, Suite 2000  
Lake Mary, FL 32746**

**April 9, 2020**

164 Milestone Way, Suite 200, Greenville, SC 29615

☎ (864) 527-9800 ✉ (864) 527-9801

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WWW.DAVISFLOYD.COM



**Statement of Intent**  
**Cornerstone Planned Development**

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**CORNERSTONE PLANNED DEVELOPMENT  
A MIXED-USE COMMUNITY**

**STATEMENT OF INTENT  
HIGHWAY 187, FANTS GROVE ROAD AND BURNS BRIDGE ROAD  
ANDERSON COUNTY, SOUTH CAROLINA**

**APRIL 9, 2020**

**I. PURPOSE**

The purpose of this Statement of Intent is to provide the information required per the Anderson County Zoning Ordinance and establish standards to guide the development of the Cornerstone Planned Development. The property is currently zoned R-20 and is proposed to be rezoned as a Planned Development District (PD) to allow for a mixed-use development. This Statement of Intent will specify the development standards including permitted land uses, restrictions, rules, densities, and amenities to be provided. It is expected that the development plan will evolve and change to meet specific market demands over the next three to six years. The Planned Development district will provide flexibility for the plan to make adjustments as needed to meet market demands, but also provide specific requirements to ensure the project maintains compatibility with the surrounding community.

A Preliminary Development Plan is provided as Appendix A with this application and is referenced throughout this Statement of Intent. A traffic study has been completed for the project and is provided as Appendix B.

A color conceptual plan to demonstrate one possible development plan is provided as Appendix C. This plan is not intended to be the final development plan and provided as a general guide of the concepts described in this Statement of Intent.

**II. PROJECT AREA**

The **Cornerstone** Planned Development is located in Anderson County along Highway 187, Fants Grove Road, Burns Bridge Road and William Walker Road. The property is across Fants Grove Road from the Clemson Research Park. The development consists of approximately 142 acres and includes the following parcels:

TMS #	Acreage
430001006	83.43
430001020	3.53
430001007	5.00
430011021	49.87



### **III. ZONING ORDINANCE PLANNED DEVELOPMENT CRITERIA**

#### **Homeowners Association**

The common areas, amenities and open spaces will be owned and maintained by a Homeowners Association. There will also be an architectural review committee established to ensure the quality and consistency of the overall development.

#### **Proposed Development Schedule**

The project is expected to be constructed in multiple phases of generally 60-100 units per phase. A total of 5 to 7 years is anticipated for full project build out. It is anticipated at this time it will generally follow the schedule below, however, this is subject to change based upon market demand.

Initial phase of development is anticipated to include the property to the east of Highway 187, identified as Zone 1 (single-family detached lots). This property is anticipated to be developed in two phases over a 24 to 36-month period.

Once Zone 1 nears completion of buildout, the property to the west of Highway 187 will begin development. Development will start on this portion of property with development in Zone 2 (single-family detached) and partial development of Zone 4 (commercial). It is anticipated it will take an additional 24 to 48 months for development of Zone 2.

As Zone 2 continues to build out, Zone 3 will begin to be developed, if it is determined there is demand for single-family attached (townhomes) in the area. If it is determined there is limited demand, then Zone 3 may be modified to single-family detached homes.

At this time, Zone 5 is anticipated to be the last section to be developed.

It is anticipated that Zone 4 will be developed slowly over the course of the project, with primary demand coming for property in Zone 4 as the residential areas are completed and residents within the development create a higher demand for local commercial and office uses.

#### **Public Improvements**

The project will include the following public improvements:

- Construction of public roads within the development,
- Widening of Highway 187 to three lanes and turn lanes as identified in the traffic study,
- Reserving right-of-way at intersections for future signalization as identified in the traffic study,
- Improvement of William Walker Road as identified in the traffic study,
- Extension of public water mains to serve the development,

- Extension of public sewer mains and construction of two sewer pump stations (one on each side of Highway 187) to tie into the proposed sewer force main along Highway 187.
- Extension of electric, gas, phone and cable services as needed to serve the project.

Improvements will be constructed as needed for completion of each phase of development. Widening and turn lanes on Highway 187 will be completed prior to recording the final plat for more than 100 lots, subject to SCDOT approval.

### **Impact on Public Facilities**

Public facilities that will serve this project include:

- Sandy Springs Water District
- Anderson County Wastewater
- AT&T
- Duke Energy
- Fort Hill Natural Gas
- Fire Department

Confirmation of service availability for each of these is attached in Appendix D.

### **Landscaping, Screening and Buffering**

This project is located in a unique location in that it fronts on a primary corridor between Pendleton/Highway 76 and Interstate 85. It is adjacent to the Clemson Research Park which contains several industrial uses but is also in a relatively rural area of Anderson County that is being considered as a future growth corridor. Anderson County wastewater has a planned sewer expansion along Highway 187 that will enable more growth in this area. Therefore, we recognize the challenge of developing a project with greater density to minimize the amount of land utilized to provide housing to meet the demands of business and industry, while maintaining the general character of the community. In order to provide reasonable screening and buffering, the following landscaping and buffering will be provided.

The single-family detached lots (Zones 1, 2 & 5) have a density similar to a zoning classification of R-8, therefore, no buffer would be required between these areas and adjoining R-20 zoned property. However, in recognizing the possible concerns of area residents and surrounding property owners, the development will provide a minimum of a Type 1 Bufferyard as defined in the Bufferyard Requirements attached in Appendix E where Zones 1, 2 or 5 adjoin any residential zoned property.

Zone 3 does not adjoin any residential properties outside of the development. A minimum of a Type 2 Bufferyard will be provided between Zone 3 and Zone 4.

Zone 4 adjoins residential zoned property across William Walker Road. A minimum Type 3 bufferyard will be provided between Zone 4 and William Walker Road except for new road or driveway connections



to William Walker Road or to allow adequate sight distance at the intersection of William Walker Road and Highway 187.

Landscaping will be provided along public road frontages as follows:

Where Zone 1 adjoins Highway 187 and Zones 2 and 4 adjoin William Walker Road and Fants Grove Road, a minimum of a Type 2 buffer will be provided.

Where Zones 3 and 4 adjoin Highway 187 and Fants Grove Road, street screening will be provided as identified in Commercial Landscaping Standards in Appendix E. Parking lot landscaping will be required in Zone 4 per the Commercial Landscaping Standards.

Stormwater management areas may include wet or dry ponds. Wet ponds will be designed to be part of the amenity areas and will be landscaped, but not screened or fenced. Dry ponds will include landscape screening similar to a Type 1 buffer yard and a minimum of a 4' fence, however, trees are not permitted to be planted on the dam of the pond.

#### **IV. DEVELOPMENT STANDARDS**

**Cornerstone** Planned Development is a mixed-use development, comprised of single-family detached, single-family attached and commercial/non-residential uses. Architectural standards will be established for the development and will include an architectural committee to approve site plans and building plans for all development to ensure it is developed in a consistent manner.

It is proposed to provide one and two-story dwelling units in a traditional neighborhood development setting. The development will contain a maximum of 435 residential lots/units and up to 20 acres of commercial/non-residential uses. Amenities will include open space, multiple parks, a playground, a pool and cabana, a dog park, community garden, and walking trails. The property will be developed with a focus on providing affordable work-force housing to support the needs of surrounding industry and businesses and neighborhood commercial uses to support the residents and businesses in the immediate vicinity.

The architectural concept is to provide homes that are compatible with the traditional homes in the surrounding neighborhoods. Bufferyards will be provided around the perimeter of the property wherever adjacent to existing homes or residential development to provide screening and aid in maintaining the existing character of the community. Buffering/screening will also be provided internally between residential and non-residential uses.

An architectural committee will be formed to review proposed development plans and ensure harmony, consistency and quality of the overall development.

The project is identified by several different Zones, which will be used to establish permitted uses within each area of the project. All references to Anderson County Zoning Ordinance refer to the Ordinance in effect at time of the Planned Development approval. The Zones are shown on the attached Preliminary Development Plan and are further described as follows:

**Zone 1**

Zone 1 includes approximately 50 acres on the east side of Highway 187 with access on Burns Bridge Road.

Density:	3.0 units/acre - Maximum of 150 single-family lots
Minimum lot size:	6000 square feet
Minimum lot width:	50 feet
Front setback:	20 feet
Side setback:	5 feet
Rear setback	20 feet
Parking	Per Anderson County Zoning Ordinance Section 6:9
Open Space	A minimum of 10% of the zone will be maintained as Open Space, Common area and/or Buffers

The development will include several small pocket parks, sidewalks on one side of public roads, walking trails and stormwater management areas.

**Zone 2**

Zone 2 includes approximately 52.5 acres on the west side of Highway 187 with access on Fants Grove Road and William Walker Road.

Density:	3.0 units/acre - Maximum of 157 single-family lots
Minimum lot size:	6000 square feet
Minimum lot width:	50 feet
Front setback:	20 feet
Side setback:	5 feet
Rear setback	20 feet
Parking	Per Anderson County Zoning Ordinance Section 6:9
Open Space	A minimum of 10% of the zone will be maintained as Open Space, Common area, Parks and/or Buffers

This zone will include several small pocket parks, sidewalks on one side of public roads, walking trails, stormwater management areas and shared amenity area with Zone 3.



Permitted Uses:	All uses within the O-D Office District, C-1N Neighborhood Commercial District and C-1R Rural Commercial District of the Anderson County zoning ordinance. Uses subject to Use by Special Exception within these districts shall also be allowed subject to approval of the special exception by the Board of Zoning appeals.
Structures:	One or more principal structures may be permitted on a single lot
Height Limitation:	No structure shall exceed a height of 45 feet except as provided in Section 6.7 of the Anderson County Zoning Ordinance.
Building Size:	No single building shall exceed 20,000 square feet. A maximum of 150,000 square feet of commercial/non-residential building is allowable.

	Maximum building lot coverage area on any lot shall not exceed 40% of the lot area. A minimum of 15% of all lots shall be open space or landscaping.
Building Materials	Commercial buildings shall be glass, brick, stone or other approved masonry siding or block construction with limited metal or siding as accents or trim.
Minimum lot size:	30,000 square feet for commercial or non-residential uses
Minimum lot width:	150 feet for commercial or non-residential uses.
Front setback:	30 feet from existing public roads, except commercial gasoline islands which shall be set back from all street rights-of-way not less than 15 feet
Side setback:	None is required, except on corner lots and lots adjacent to any residential district, in which case all commercial buildings and structures shall be set back not less than 15 feet from property lines. When a side yard is provided is shall be not less than five feet in width
Rear setback	10 feet
Parking & Loading	Per Anderson County Zoning Ordinance Section 6:9 and 6:10
Screening	A minimum 6' tall fence, hedge, berm, evergreen foliage or combination thereof shall be provided along the side and rear lot lines where any commercial use is adjacent to a residential district.

Stormwater management of this area may be provided in Zone 2.

### **Zone 5**

Zone 5 includes approximately 4.5 acres on the west side of Highway 187 with access on William Walker Road.

Density:	4.5 units/acre - Maximum of 19 single-family lots
Minimum lot size:	6000 square feet
Minimum lot width:	50 feet
Front setback:	20 feet
Side setback:	5 feet
Rear setback	20 feet
Parking	Per Anderson County Zoning Ordinance Section 6:9

This zone will sidewalks on one side of public roads and access to the walking trails and shared amenity areas with Zone 2 and 3. Stormwater management of this area may be provided in Zone 2.



### **General Development Standards (Zones 1, 2, 3 & 5)**

#### **Dwelling Quality and Size:**

All single-family detached homes shall be minimum of three bedroom, two bath units. Single-family attached homes shall be a minimum of two-bedrooms, two bath units. A mix of single story, 1 ½ story, and two-story homes shall be constructed. A mix of gabled and hipped roof forms is desirable. No homes above two stories shall be permitted, excepting that homes may have habitable attic space and homes may be constructed with a usable basement space. Homes shall be a minimum of 1,200 square feet of heated area.

**Lot Sizes and Density of Development:** The maximum gross density of Zones 1, 2, 3 and 5 is a total of 435 units for the overall development.

**Residential Construction and Maintenance:** All residential units shall be conventional frame or masonry structures. No mobile homes, trailers, campers or tents shall be permitted as permanent dwellings. All residences shall be properly maintained by the owners.

**Cluster Mailboxes:** The development will have several cluster mailbox locations throughout the project. These will be located to provide safe and secure access to residents and convenience to the USPS. Locations will be confirmed with USPS during the final design of each phase of the project.

**Buffer and Screening Provisions:** The development is designed to be compatible with the existing neighborhood community. Streets and homes will be landscaped, including street trees, sodded front yards and shrubbery around houses. Buffering and screening will be provided as shown on the Preliminary Development Plan and described in Appendix E.

# Appendix A

## Preliminary Development Plan



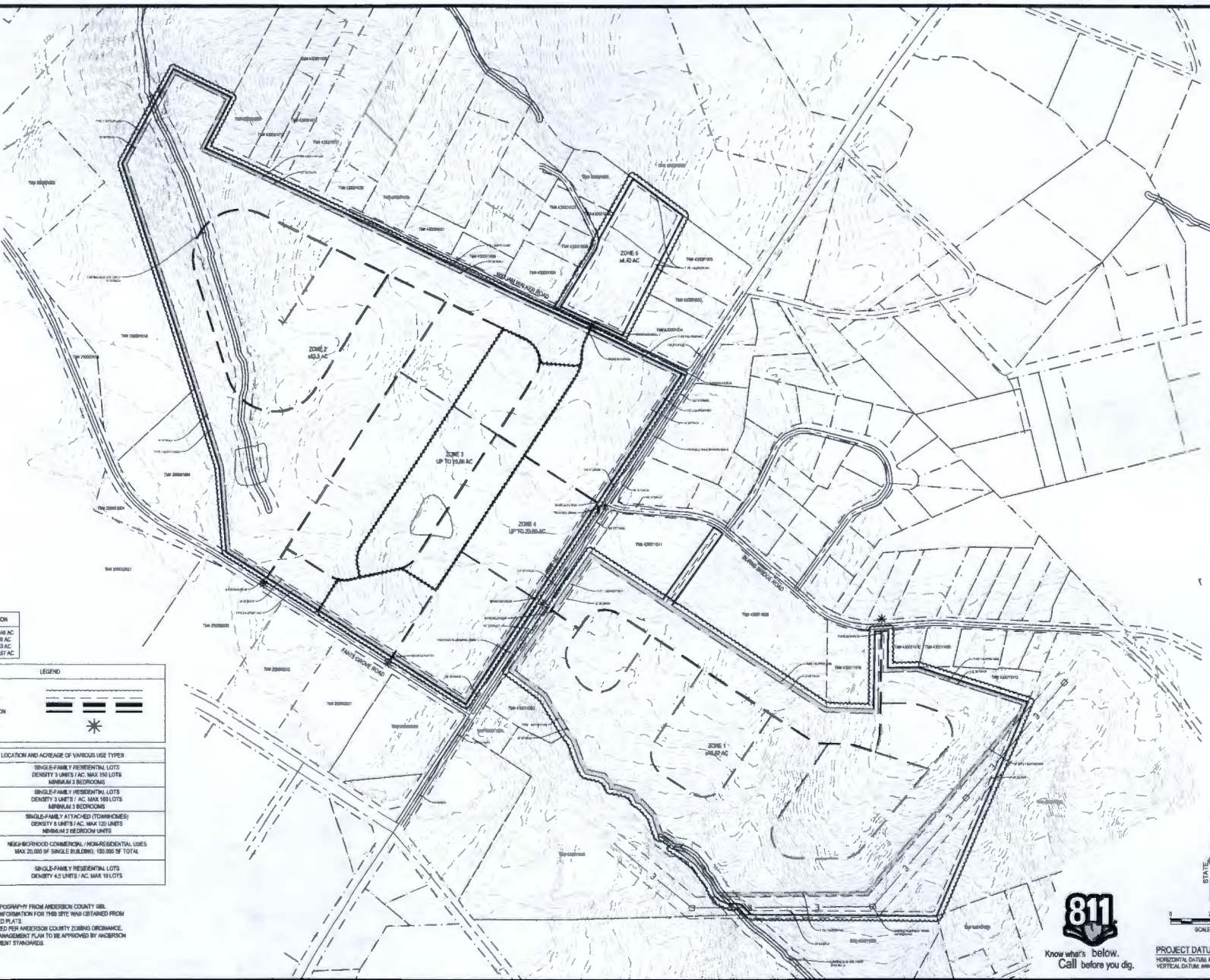
THIS PRELIMINARY DEVELOPMENT PLAN IS A PRELIMINARY DESIGN AND NOT A FINAL DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION. THE ENGINEER, ARCHITECT AND ANY INDUSTRY WILL BE SUBJECT TO LEGAL ACTION.

PROPERTY INFORMATION	
TWP 43001000	0.00 AC
TWP 43001001	0.00 AC
TWP 43001002	0.00 AC
TWP 43001003	0.00 AC

LEGEND	
ZONE LINE	---
BUILDING SETBACK LINE	---
PRIMARY CIRCULATION	---
SECONDARY CIRCULATION	---
MAJOR ACCESS POINT	*

TABLE 1.1 LOCATION AND ACREAGE OF VARIOUS USE TYPES	
ZONE 1	49.87 AC SINGLE-FAMILY RESIDENTIAL LOTS DENSITY 3 UNITS / AC. MAX 150 LOTS MINIMUM 1 BEDROOMS
ZONE 2	15.13 AC SINGLE-FAMILY RESIDENTIAL LOTS DENSITY 3 UNITS / AC. MAX 150 LOTS MINIMUM 1 BEDROOMS
ZONE 3	UP TO 15 AC SINGLE-FAMILY ATTACHED (TOWNHOMES) DENSITY 6 UNITS / AC. MAX 120 LOTS MINIMUM 2 BEDROOMS
ZONE 4	UP TO 20 AC HIGH DENSITY COMMERCIAL / NON-RESIDENTIAL USES MAX 20,000 SF SINGLE BUILDING, 100,000 SF TOTAL
ZONE 5	4.42 AC SINGLE-FAMILY RESIDENTIAL LOTS DENSITY 4.5 UNITS / AC. MAX 19 LOTS

GENERAL NOTES:  
 1. THE EXISTING TOPOGRAPHY FROM ANDERSON COUNTY GIS.  
 2. THE BOUNDARY INFORMATION FOR THIS SITE WAS OBTAINED FROM EXISTING RECORDED PLATS.  
 3. FLOODING REQUIRED FOR ANDERSON COUNTY ZONING ORDINANCE.  
 4. STORMWATER MANAGEMENT PLAN TO BE APPROVED BY ANDERSON COUNTY DEVELOPMENT STANDARDS.



PROJECT DATUM INFORMATION:  
 HORIZONTAL DATUM: NAD83  
 VERTICAL DATUM: MGS

NOT FOR CONSTRUCTION

**DAVIS & FLOYD**  
 ENGINEERS  
 150 WEST 10TH STREET, SUITE 200  
 GREENVILLE, SC 29615  
 864.537.8800

**SPANO & ASSOCIATES, INC.**  
 150 WEST 10TH STREET, SUITE 200, LAW OFFICE, GREENVILLE, SC 29615  
 Cornerstone Planned Development  
 HWY 187

PRELIMINARY DEVELOPMENT PLAN

NO.	DATE	REVISION
1	01/15/2024	ISSUED FOR PERMIT
2	01/15/2024	ISSUED FOR PERMIT
3	01/15/2024	ISSUED FOR PERMIT
4	01/15/2024	ISSUED FOR PERMIT
5	01/15/2024	ISSUED FOR PERMIT
6	01/15/2024	ISSUED FOR PERMIT
7	01/15/2024	ISSUED FOR PERMIT
8	01/15/2024	ISSUED FOR PERMIT
9	01/15/2024	ISSUED FOR PERMIT
10	01/15/2024	ISSUED FOR PERMIT
11	01/15/2024	ISSUED FOR PERMIT
12	01/15/2024	ISSUED FOR PERMIT
13	01/15/2024	ISSUED FOR PERMIT
14	01/15/2024	ISSUED FOR PERMIT
15	01/15/2024	ISSUED FOR PERMIT
16	01/15/2024	ISSUED FOR PERMIT
17	01/15/2024	ISSUED FOR PERMIT
18	01/15/2024	ISSUED FOR PERMIT
19	01/15/2024	ISSUED FOR PERMIT
20	01/15/2024	ISSUED FOR PERMIT









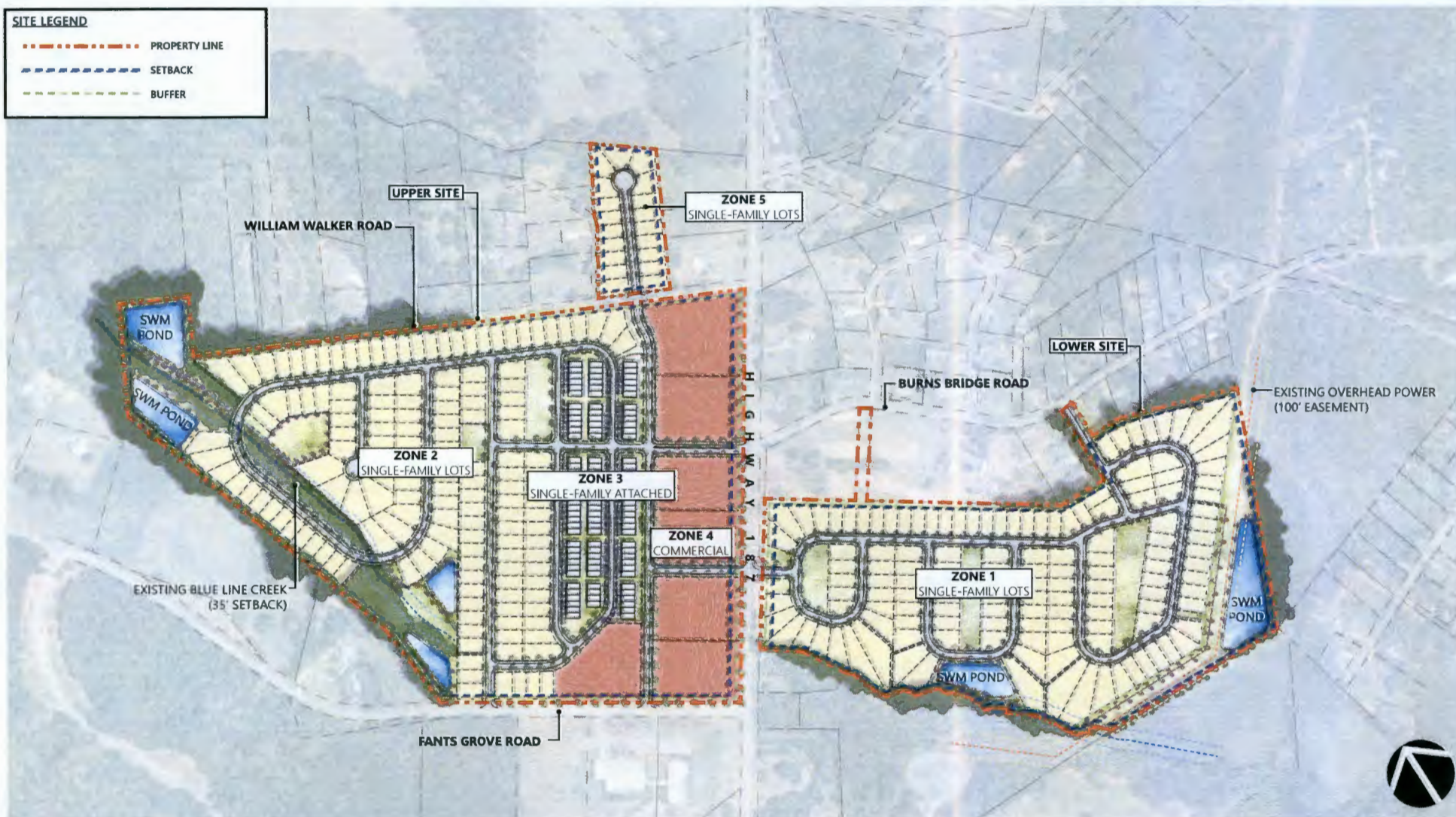
# Appendix C

## Color Conceptual Plan



**SITE LEGEND**

- PROPERTY LINE
- SETBACK
- BUFFER



# **CORNERSTONE PLANNED DEVELOPMENT - OVERALL SITE PLAN**

ANDERSON, SOUTH CAROLINA  
APRIL 9, 2020

0 400 800  
**DAVIS & FLOYD**  
SINCE 1954



#### SITE LEGEND

- PROPERTY LINE
- SETBACK
- BUFFER

#### SITE DEVELOPMENT DATA

TMS #: 430001020, 430001006, 430004007

ZONING:  
R-20 (EXISTING)  
PD (PROPOSED)

TOTAL ACREAGE: +/- 88.02 AC

FRONT SETBACK:  
20' (INTERNAL ROADS)  
30' (EXISTING ROADS)

SIDE SETBACK:  
5' (ZONES 1, 2, & 5)  
NONE (ZONES 3 & 4)

REAR SETBACK:  
20' (ZONES 1, 2, & 5)  
10' (ZONES 3 & 4)

TOTAL PROPOSED LOTS: 176 TOTAL LOTS

AVERAGE LOT SIZE: 60' X 120'

TOTAL PROPOSED TOWNHOMES: 120 TOTALS

TYPICAL TOWNHOME SIZE: 26' X 60'

TOTAL PROPOSED OUTPARCELS: 7



### CORNERSTONE PLANNED DEVELOPMENT - UPPER SITE ENLARGEMENT

ANDERSON, SOUTH CAROLINA  
APRIL 9, 2020

**DAVIS & FLOYD**  
SINCE 1954



# **SITE LEGEND**

- PROPERTY LINE
- SETBACK
- BUFFER

## **SITE DEVELOPMENT DATA**

TMS #: 430011021

### **ZONING:**

R-20 (EXISTING)  
PD (PROPOSED)

TOTAL ACREAGE: +/- 49.87 AC

FRONT SETBACK: 30'

SIDE SETBACK: 5'

REAR SETBACK: 20'

TOTAL PROPOSED LOTS: 150 TOTAL LOTS

AVERAGE LOT SIZE: 60' X 120'



## **CORNERSTONE PLANNED DEVELOPMENT - LOWER SITE ENLARGEMENT**

ANDERSON, SOUTH CAROLINA

APRIL 9, 2020

**DAVIS & FLOYD**

SINCE 1934



## Appendix D

### Utility Letters

Jamie,

I have spoken with the staff in Planning and at this time you will not be required to provide a letter for sewer collection for your request for Zoning. We have limited capacity in the WWTP that will serve this project and we are currently working with the other utilities to upgrade the WWTP for an potential increase of 1.5MGD. Hopefully this will allow you to proceed with your request for Zoning as we determine how best to meet your future request for allocation.

Sincerely,

Derrick Singleton  
Anderson County Wastewater Manager  
1500 Dalrymple Road  
Anderson, SC 29626

PH# (864)260-4023  
Fax# (864)261-6290

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Anderson County



## K. Elise Harris

---

**From:** BLACK, LARRY <lb0014@att.com>  
**Sent:** Monday, March 30, 2020 3:47 PM  
**To:** K. Elise Harris  
**Subject:** RE: 042145.01 Highway 187 Development - Availability Request

The site near the intersection of Hwy 187 and Burns Bridge Rd in Anderson, SC. Is served by AT&T.

Thanks,  
Larry Black

MGR OSP PLNG & ENG DESIGN  
Construction & Engineering-SE

### AT&T

1003 Whitehall Rd, Anderson, SC 29625  
P 864.222.9479 | [lb0014@att.com](mailto:lb0014@att.com)

### MOBILIZING YOUR WORLD

\*\*\*\*\*

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**From:** RUBY, MICHAEL <mr205v@att.com>  
**Sent:** Monday, March 30, 2020 3:20 PM  
**To:** BLACK, LARRY <lb0014@att.com>  
**Cc:** K. Elise Harris <eharris@davisfloyd.com>  
**Subject:** FW: 042145.01 Highway 187 Development - Availability Request

Larry,

Please help Elise with her request about a new development in Anderson.

Michael Ruby  
Manager OSP Plng and Eng Design  
Upstate South Carolina

### AT&T

471 Garlington Rd, Greenville, SC 29615  
O: 864.239.5432 | C: 864.283.4674 | [mr205v@att.com](mailto:mr205v@att.com)

### MOBILIZING YOUR WORLD

**From:** K. Elise Harris [<mailto:eharris@davisfloyd.com>]  
**Sent:** Monday, March 30, 2020 2:34 PM  
**To:** RUBY, MICHAEL <[mr205v@att.com](mailto:mr205v@att.com)>  
**Subject:** 042145.01 Highway 187 Development - Availability Request

Michael,

Could you tell me if the following is located within AT&T's service area? The TMS #'s are 430001006, 430011021, 430001007, 43000102. The site is located on Highway 187 near the intersection of Hwy 187 and Burns Bridge Rd in Anderson, SC.

Thank you for your help,

**DAVIS & FLOYD**

SINCE 1954

**K. Elise Harris**

STAFF CIVIL ENGINEER

---

164 Milestone Way  
Suite 200, Greenville, SC 29615-6623  
O. (864) 527-9800 Ext. 4117 | F. (864) 527-9801  
E. [eharris@davisfloyd.com](mailto:eharris@davisfloyd.com) | [www.davisfloyd.com](http://www.davisfloyd.com)

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6910 Hwy. 76  
Pendleton, SC 29670  
Phone: 864-646-7729

10 February 2020

K. Elise Harris

Davis & Floyd

164 Milestone Way, Suite 200

Greenville, SC 29615

**RE: Sandy Springs Water District Availability Letter. Big Tex Ph. 1 – Hwy. 187**

**Anderson Co. TMS #43-00-11-021, 43-00-01-020, 43-00-01-006, 43-00-04-007**

Dear K. Elise Harris,

Sandy Springs Water District is the potable water provider for this area along SC 187. We currently have existing water mains located on SC 187 and Burns Bridge Road. We do have the ability to provide potable water to these parcels of land.

Please understand that there may be offsite water main extensions that will be required in order to provide adequate potable water to this development. All costs associated with the water main installation will be at the expense of the owner/developer.

If you have any further questions regarding this development, please feel free to contact me.

Sincerely,

Chris Brown

Operations Superintendent, Sandy Springs Water District.





April 6, 2020

Attn: K. Elise Harris  
Davis and Floyd  
164 Milestone Way Ste. 200  
Greenville, SC 29615  
eharris@davisfloyd.com

RE: Gas Available for Proposed Development along Hwy 187 (TMS: 430001006, 430011021, 430001007, and 43000102)

Dear Mrs. Harris:

Thank you for requesting information for natural gas availability for the proposed development along Hwy 187 at the intersection of Burns Bridge Rd and Fants Grove Rd in Anderson, SC. Fort Hill Natural Gas Authority is the natural gas supplier in northern Anderson County. Natural gas is readily available at the site via a 4" natural gas distribution main on Hwy 187. The existing gas main has sufficient volume and pressure to support the proposed development.

Fort Hill looks forward to the opportunity to welcome new business to Anderson County, South Carolina. Please contact me at 864-850-7120 (office) if I can be of any assistance.

Sincerely,

Kayla Ward

Business Development Assistant

311 South Pendleton Street  
Easley, South Carolina 29640  
Phone: (864) 859-6375  
Fax: (864) 859-5532  
Web Site: [www.fhnga.com](http://www.fhnga.com)





## K. Elise Harris

---

**From:** Duffie Cochran <dcochran@acfd.org>  
**Sent:** Tuesday, April 7, 2020 2:22 PM  
**To:** K. Elise Harris  
**Subject:** Re: 042145.01 Cornerstone Development Highway 187

The access width looks good for both subdivisions.

On Tue, Apr 7, 2020 at 2:15 PM K. Elise Harris <[eharris@davisfloyd.com](mailto:eharris@davisfloyd.com)> wrote:

Duffie,

Please see the mark-ups on the PDF attached.

Thanks,

**From:** Duffie Cochran <[dcochran@acfd.org](mailto:dcochran@acfd.org)>  
**Sent:** Tuesday, April 7, 2020 2:03 PM  
**To:** K. Elise Harris <[eharris@davisfloyd.com](mailto:eharris@davisfloyd.com)>  
**Subject:** Re: 042145.01 Cornerstone Development Highway 187

The amount of fire line access points are sufficient for the proposed subdivision. I would like to know the length of the main drives on both sides of Highway 187 and the road widths.

On Tue, Apr 7, 2020 at 1:15 PM K. Elise Harris <[eharris@davisfloyd.com](mailto:eharris@davisfloyd.com)> wrote:

Duffie,

Please see attached the preliminary layout for the mixed use development along Highway 187. Do not hesitate to let me know if you need any additional information.

Thanks,

**DAVIS & FLOYD**  
SINCE 1954

**K. Elise Harris**

STAFF CIVIL ENGINEER

164 Milestone Way  
Suite 200, Greenville, SC 29615-6623  
O. (864) 527-9800 Ext. 4117 | F. (864) 527-9801  
E. [eharris@davisfloyd.com](mailto:eharris@davisfloyd.com) | [www.davisfloyd.com](http://www.davisfloyd.com)

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--

Respectfully,

Duffie Cochran

**CFM / NICET Certification # 151824**

Fire Marshal

Anderson County Fire Department

210 McGee Road

Anderson S.C. 29625

(864)-332-5432

--

Respectfully,

Duffie Cochran

**CFM / NICET Certification # 151824**

Fire Marshal

Anderson County Fire Department

210 McGee Road

Anderson S.C. 29625

(864)-332-5432





Kandace Collins  
1636 Pearman Dairy Rd  
Anderson, S.C. 29625  
O: 864-260-6052  
C: 864-209-9417

April 8, 2020

K. Elise Harris  
Staff Civil Engineer  
164 Milestone Way  
Suite 200, Greenville, SC 29615  
O. (864) 527-9800 Ext. 4117

Subject: Letter of Electric Availability

Dear Ms. Harris:

This letter confirms that Duke Energy can provide electric service to the proposed site located near the intersection of Hwy 187 and Burns Bridge Rd in Anderson, S.C. (TMS 430011021, 430001020, 430001006, & 43000400), provided all necessary easements, permits and rights-of-way can be obtained. Please call Kandace Collins at Duke Energy at (864) 260-6052 when your construction plans are complete so we can discuss your electrical service requirements.

Duke Energy appreciates the opportunity to provide your electric service.

Sincerely,

*Kandace S. Collins*

Kandace S. Collins  
Engineering Design Associate  
1636 Pearman Dairy Rd  
Anderson, S.C. 29625  
O: (864) 260-6052  
C: (864) 209-9417  
Kandace.Collins@duke-energy.com

# Appendix E

## Bufferyard Requirements



# Anderson County

# **Bufferyard**

## Requirements





# **What is a BUFFERYARD?**

**A Bufferyard can be a natural landscaped area or landscaping that is required to create a “buffer” between different land uses.**

**When development occurs, trees and natural areas are often destroyed. Restoring or creating a new bufferyard will help eliminate potential problems such as noise, dirt, signs, lights, parking areas, buildings, and other possible adverse effects.**



**Before you cut down that tree...**

**The use of Existing, Native Plant  
Material**

**IS STRONGLY  
ENCOURAGED.....!**



**Buffeyards should be landscaping that is an  
integral part of the development and should be  
done in a manner in which minimizes  
disturbances to native trees...**

**But NEVER located within a right-of-way!**



# What kind of plants should be used for your **BUFFERYARD?**

<b>CANOPY TREES</b>	Such as OAKS, MAGNOLIAS, MAPLES, etc. These trees should be no less than 6 feet when planted and purchased in containers or field-grown b/b material. Canopy trees are typically planted 15'- 20' apart, center.
<b>UNDERSTORY TREES</b>	Such as DOGWOODS, CREPE MYRTLES, HOLLY TREES, PLUMS, etc. These lower growing trees should be 4'- 6' minimum when planted and purchased in as large of a container as possible or purchased as field-grown.
<b>EVERGREENS/ CONIFERS</b>	Such as JUNIPERS, CEDARS, PINES, etc. For all practical purposes, they are best purchased in 4-10 gallon containers. When used to create a blind, varieties such as Leyland Cypress, White Pines, and Hetzi Juniper are good choices and should be planted approximately 8' - 12' apart, center to center. When used as a ground cover, 1-3 gallon junipers will mass quickly when planted 2' - 4' apart, center to center. Other ground covers available: Lerioppe, Ivy, Periwinkle, etc.
<b>SHRUBS</b>	Such as many varieties of JUNIPER, LIGUSTRUM, AZALEA, CAMELIA, BOXWOOD, AND PHOTINIA. Best obtained in 3-4 gallon containers and planted at 3' - 6' apart, center to center.

**Please note that some of the bufferyard requirements will include fencing and berms.**





Plant Materials in Bufferyards without a Structure			
Type	Description	Planting Size	
		Height	Container
Canopy Trees	Hickory, Oaks, Magnolia, and Maples	>6 foot	Container or field grown B&B
Understory Trees	Fruit Trees, Sourwoods, Dogwoods, Crepe Myrtles, and Holy Trees	>4 foot	Container
Evergreens	Juniper, Cedars, Pine, Cypress, Blue Spruce Tree, Oak, Maple, Birch, Ash, Willow, Poplar, Aspen Beech, and Walnut		4—10 gallon container
Shrubs	Juniper, Ligustrum, Azalea, Camelia, Boxwood and Photinia		3—4 gallon container

Plant Materials in Bufferyards with a Structure		
Type	Abutting Structures, Fences, Berms	All other
Canopy Tree Single Stem	1½ inch caliper	2½ inch caliper
Canopy Tree Multi-Stem Clump	6 ft. height	10 ft. height
Understory Tree	4 ft. height	1½ inch caliper
Evergreen Tree	3 ft. height	5 ft. height
Shrub Deciduous	15 inches height	24 inches height
Shrub Evergreen	12 inches height	18 inches height

## APPENDIX F

### FENCES

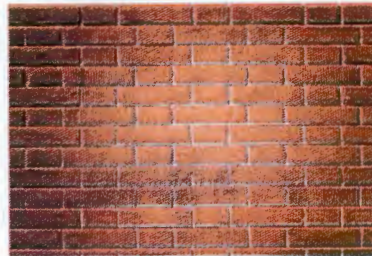
<u>SYMBOL</u>	<u>HEIGHT</u>
<u>F<sub>1</sub></u>	<u>3'</u>
<u>F<sub>2</sub></u>	<u>4'</u>
<u>F<sub>3</sub></u>	<u>5'</u>



Wood Stockade/Opaque Fence (non-perishable supports) the finished side of the fence **MUST** face the ADJACENT property owners.

### WALLS

<u>SYMBOL</u>	<u>HEIGHT</u>
<u>F<sub>4</sub></u>	<u>6'</u>
<u>F<sub>5</sub></u>	<u>8'</u>



Masonry Wall (Poured concrete stucco, concrete block, brick etc.)

### **BERMS**



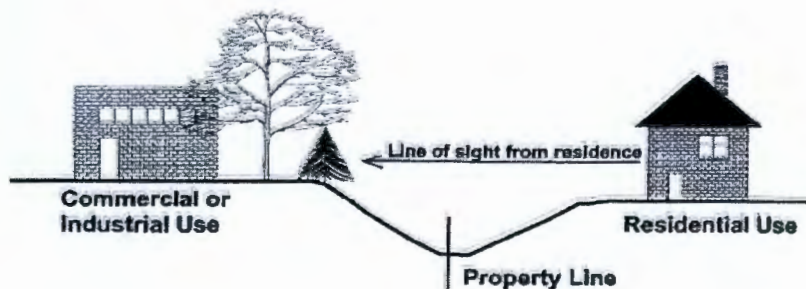
### **BERM FENCES**



SYMBOL	HEIGHT	MATERIAL	SYMBOL	HEIGHT	MATERIAL
B <sub>1</sub>	3'	EARTH	BF <sub>1</sub>	3'	BERM W/3' STOCKADE FENCE
B <sub>2</sub>	4'	EARTH	BF <sub>2</sub>	4'	BERM W/4' STOCKADE FENCE
B <sub>3</sub>	5'	EARTH	BF <sub>3</sub>	5'	BERM W/5' STOCKADE FENCE

## APPENDIX G

### TRANSITION BUFFERYARD





### **Sec. 38-122. - Bufferyards.**

- (a) *Purpose.* The purpose of the bufferyard is to ameliorate nuisances between adjacent land use, and promote compatibility. Additionally, the bufferyard offers the developer several options, each of which is calculated to buffer to an equivalent degree through distance (setbacks) and/or density (mass). The unique feature of the bufferyard is that it is flexible. It may vary in distance and density based on what is proposed, what is existing on the adjacent property, and the type of bufferyard selected from one of the six prescribed options shown on appendix D.
- (b) *Definition.* A bufferyard is an area within a parcel, together with plantings, fences, berms, walls, and other screening devices required thereon.
- (c) *Location of bufferyards.* Bufferyards shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line. Bufferyards shall not be located on any portion of an existing public or private road or right-of-way, however they may occupy part or all of any front, side or rear yard setback required by article III of this chapter. Where required, bufferyards and/or bufferyard structures shall be developed as an integral part of the proposed use.
- (d) *Determination of bufferyard requirements.* To determine the bufferyard required between two adjacent parcels, the following procedure shall be followed:

- (1) Identify the proposed land use.

- (2) Identify the use of parcels adjacent to the proposed use.

- (3) Determine the bufferyard required on each boundary (or segment thereof) of the proposed land use by referring to the table of bufferyard requirements in appendix E of this article, and illustrations contained in this section which specify the bufferyard options between a proposed use and the existing adjacent use. Where an existing use includes undeveloped land, the bufferyard requirements of this section shall apply only to that segment of the property line separating the two uses.

Note: The number designation contained in the table refers to the type of bufferyard specified by the illustrations contained in this section.

- (e) *Bufferyard specifications.* The illustrations contained on Appendix F specify the type and quantity of plant materials required by each bufferyard. The requirements are stated in terms of the width of the bufferyard and the number of plants required per 100 feet of bufferyard. The requirements of a bufferyard may be satisfied by any one of the options illustrated. Each illustration depicts the total bufferyard required between two uses. Whenever a wall, fence or berm is required within a bufferyard, these are shown as structures in the following illustrations wherein their respective specifications also are shown.

The exact placement of required plants shall be the decision of the developer, except that evergreen (or conifer) plant materials shall be planted in clusters rather than singly in order to maximize their chances of survival and increase screening. All bufferyard areas shall be seeded with lawn grass or suitable ground cover. All bufferyards shall be installed and approved prior to issuance of a final certificate of compliance for the project. Alternatively, where weather conditions prohibit completion of bufferyards, a letter of credit in favor of the county in an amount equal to 125 percent of the estimated cost of landscaping of the bufferyard(s), based on the estimate of an established nursery or licensed landscape architect, may be filed with the county. The letter of credit must be valid for a period of not less than one year. In the event the owner/developer fails to complete landscaping of all required bufferyards within six months of the date of issuance of the final certificate of compliance, the county may complete installation of the bufferyard(s) and apply the letter of credit against the costs involved with said work.

- (f) *Minimum plant size.* Plants shall be sufficiently sized to ensure buffering and screening at the time of installation. Where the bufferyard illustrations indicate a mass or line of plants paralleling the length of the property line, the plant materials shall be sufficiently sized to ensure obscuring at the time of installation. However, seedling plants may be used where berms or structures are required as part of the bufferyard. The table contained in appendix F shall serve as a guide for determining minimum plant size.



(g) *Bufferyard substitutions.*

(1) Evergreen canopy or evergreen understory trees may be substituted as follows:

- a. In the case of deciduous canopy forest trees, up to a maximum of 50 percent of the total number of canopy trees otherwise required.
- b. Evergreen canopy or evergreen understory trees may be substituted for deciduous understory trees and deciduous shrubs, without limitations.

(2) In all bufferyards, evergreen or conifer shrubs may be substituted for deciduous shrubs without limitation.

(3) Any existing plant material which otherwise satisfies the requirements of this section may be counted toward satisfying all such requirements.

(4) Structures, where required, may be substituted with approval of the administrative official.

(5) Where, owing to existing land use, lot sizes, or configurations, topography or circumstances peculiar to a given piece of property, the bufferyard requirements of this section cannot reasonably be met, the developer may request and the planning commission staff may approve the substitution of appropriate screening, in the way of a fence or wall structure, illustrated by this section, along the property line of the proposed use.

(6) Where required by the bufferyard illustrations, berms may be substituted for more intense plantings, by increasing the plant unit multiplier by 0.25.

(h) *Outside storage on nonresidential lots.* Any proposed commercial, industrial or other nonresidential use with over 500 square feet of outside storage area for materials to be sold, salvaged, stored and the like shall install a class 6 bufferyard around the outside storage area. Other uses on the site, if any, shall carry the appropriate bufferyard classification specified by the table of bufferyard requirements at the end of this section.

(i) *Containers and dumpsters.* All exterior garbage containers and dumpsters, except those used on a temporary basis during construction or those with a capacity of less than four cubic yards, shall be screened on at least three sides by an F3 or F4 fence or wall (See appendix F), intensive landscaping, or other suitable opaque enclosure. The average height of the enclosure shall be at least one foot higher than the height of the container, but shall not be required to exceed eight feet in height. The open end of any such enclosure shall not face the road upon which the use fronts.

(j) *Fences and walls; appearance.* All fences and walls used as part of the bufferyard requirements must have a finished side that is facing adjoining property. The interior side of the fence or wall may be finished as owner deems appropriate.

(k) *Berms.* Where required, berms may be located anywhere within the bufferyard, provided they parallel the property line.

(l) *Use of bufferyards.* A bufferyard may be used for passive recreation; however, no plant material may be removed. All other uses are prohibited.

(m) *Required maintenance.* The maintenance of required bufferyards shall be the responsibility of the property owner. All bufferyards shall be properly maintained so as to ensure continued buffering. Failure to do so is a violation of this article, and may be remedied in the manner prescribed for other violations.

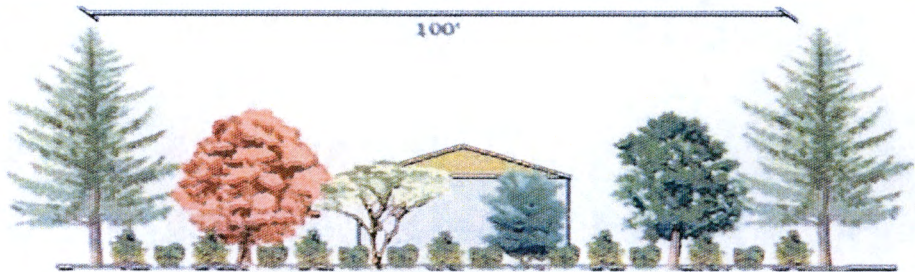
(n) *Transition bufferyards.* Where any commercial or industrial use is to be located within 2,000 feet of any residential use and is in full view from said residential use, a type II bufferyard shall be installed along the building line or any side lot line to obstruct said view from the residential use. In the event changes of elevation between said uses necessitate placement of the bufferyard at or near the highest point between the uses to obstruct the view, the bufferyard shall be placed at the highest point feasible. (See appendix G)

(Ord. No. 03-007, § 1, 4-15-03)

# The UNIQUE feature of the Anderson County BUFFERYARD REQUIUREMENT is its Flexibility

**There are 6 Bufferyard Types required by the County. The Development Standards Office will help you determine the type required for your development.**

Example: Every 100'  
on your Property



## APPENDIX D

### Type 1

	Depth/Width			
	5'	10'	20'	30'
Canopy Trees	2	1.5	1	0.5
Understory Trees	4	3	2	1
Evergreens/Conifers	4	3	2	1
Shrubs	4	3	2	1
Structure	None	None	None	None

### Type 2

	Depth/Width			
	10'	20'	30'	40'
Canopy Trees	4	3	2	1
Understory Trees	6	4.5	3	1.5
Evergreens/Conifers	8	6	4	2
Shrubs	7.5	3	5	2.5
Structure	None	None	None	None

### Type 3

	Depth/Width			
	15'	25'	40'	50'
Canopy Trees	4	3	2	1
Understory Trees	8	6	4	2
Evergreens/Conifers	12	9	6	3
Shrubs	12	9	6	3
Structure	F3	B3	B1	None

**Type 4**

	Depth/Width			
	20'	30'	50'	60'
Canopy Trees	4	3	2	1
Understory Trees	8	6	4	2
Evergreens/Conifers	12	9	6	3
Shrubs	12	9	6	3
Structure	F3	B3	B1	None

**Type 5**

	Depth/Width			
	25'	35'	60'	75'
Canopy Trees	6	4.5	3	1.5
Understory Trees	12	9	6	3
Evergreens/Conifers	12	9	6	3
Shrubs	16	12	8	4
Structure	F3	B3/BF1	B2	B1

**Type 6**

	Depth/Width			
	30'	45'	70'	90'
Canopy Trees	8	6	4	2
Understory Trees	12	9	6	3
Evergreens/Conifers	16	12	8	4
Shrubs	20	15	10	5
Structure	F4/BF1	F3/B3	B2	B1



# BUFFERYARD REQUIREMENTS TABLE

The number in the table is the type of bufferyard required for the proposed land use

Proposed Property Use	RA	RS-20	RL-15	RL-12	RL-8	RD	RN-20	RN-12	RM-10	RM-8	RM-6	RM-4	PD-20	PD-10	C-N	C-R	C-1	C-2	C-3	S-1	L-1	L-2	PD	AP	RRE	Local Street	Other Street
RA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
RS-20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
RL-15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
RL-12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
RL-8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
RD	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	
RN-20	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	
RN-12	201	201	201	201	201	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
RM-10	401	401	401	401	401	101	100	100	100	100	100	100	100	101	101	101	101	101	101	101	101	101	101	101	101	101	
RM-8	401	401	401	401	401	2	1	1	0	0	0	0	1	1	1	1	1	1	1	1	1	1	0	0	1	1	
RM-6	502	502	502	502	502	2	1	1	1	0	0	0	1	1	1	1	1	1	1	1	1	1	0	0	1	1	
RM-4	502	502	502	502	502	2	1	1	1	0	0	0	1	1	1	1	1	1	1	1	1	1	0	0	1	1	
RN-4	503	503	503	503	503	2	2	2	2	2	2	2	0	1	1	1	1	1	1	1	1	1	0	0	1	1	
PD-20	503	503	503	503	503	3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	1	
PD-10	503	503	503	503	503	3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	1	
C-N	503	503	503	503	503	3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	1	
C-R	503	503	503	503	503	3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	1	
C-1	503	503	503	503	503	3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	1	
C-2	503	503	503	503	503	3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	1	
C-3	503	503	503	503	503	3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	1	
S-1	503	503	503	503	503	4	4	4	4	4	4	4	3	1	1	1	1	0	0	0	0	0	0	0	0	1	
L-1	505	505	505	505	505	5	5	5	5	5	5	5	4	3	3	3	3	3	3	3	1	0	0	0	0	1	
L-2	505	505	505	505	505	5	5	5	5	5	5	5	4	3	3	3	3	3	3	3	1	0	0	0	0	1	
PD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
AP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
RRE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	

If the proposed property is zoned and adjacent property is zoned then the requirement is based on the intended use of the adjacent property.

If the proposed property is zoned and adjacent property is unzoned then the requirement is based on the actual use of the adjacent property.

If the proposed property is unzoned and adjacent property is unzoned then the requirement is based on the actual use of the adjacent property.

If the proposed property is unzoned and adjacent property is zoned then the requirement is based on the intended use of the adjacent property.

A PD has multiple land use scenarios. The bufferyard requirements default to the table element that covers the planned use for the specific parcel within the PD and the adjacent parcel outside the PD. Bufferyard requirements within a PD default to the land use in that table unless otherwise spelled out in the PD application that is approved by Commission and Council.

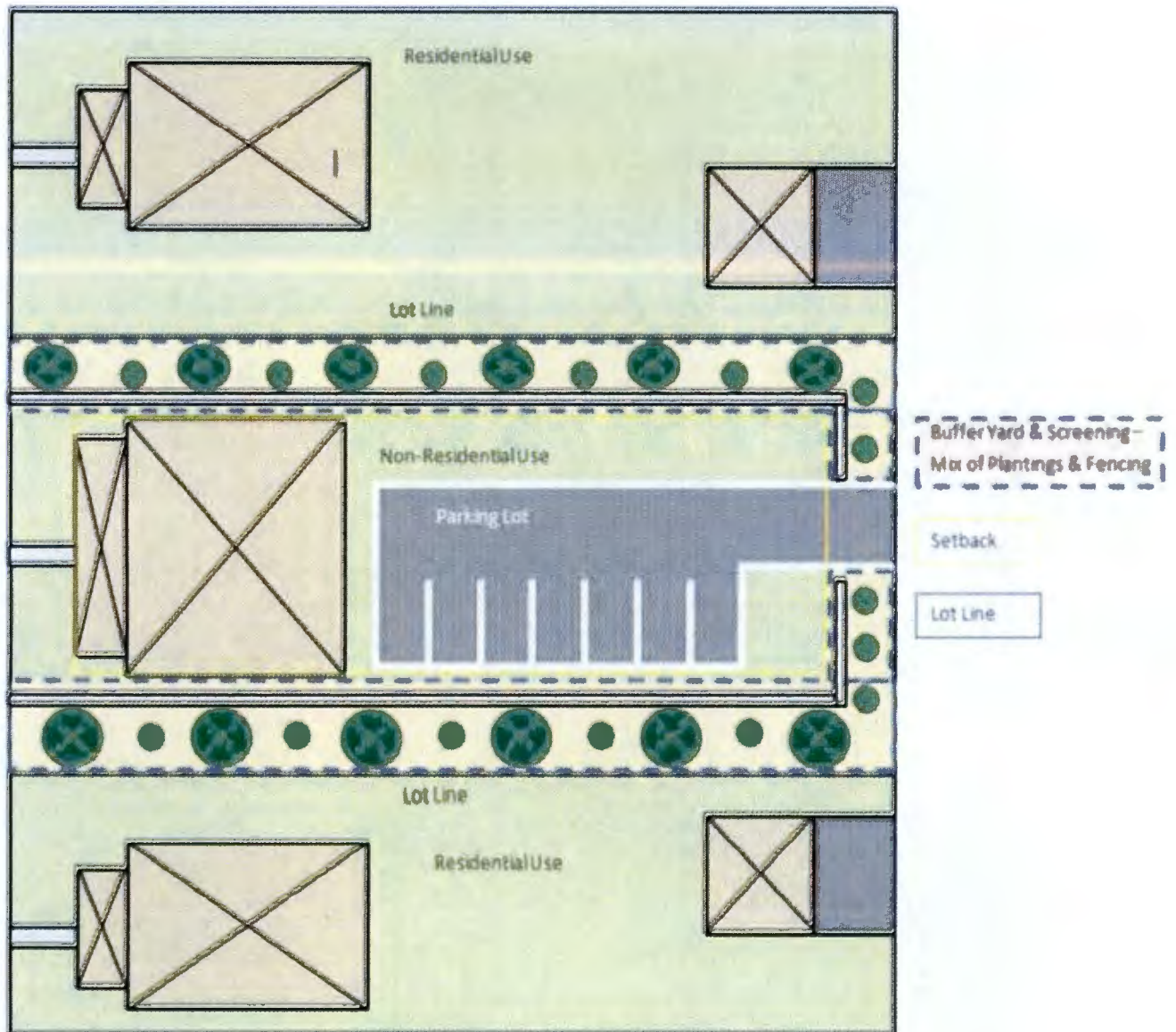
An AP is by nature a conversion to residential use of an existing non-residential property. The bufferyard requirements default to the appropriate table element once the nature of the land use is determined after approval of the RRD by the Commission and Council.

SE: Special Exception

XY: The first number references the requirement if the use lies on a local street. The second number references the requirements if the use lies on an arterial or collector street.

**SUGGESTION:** In order to maximize your open space potential, consult a professional landscape designer...

**Landscape Design Example:**



**Figure 7.1 Buffer and Screening Example – Plan View**



## Cornerstone Planned Development

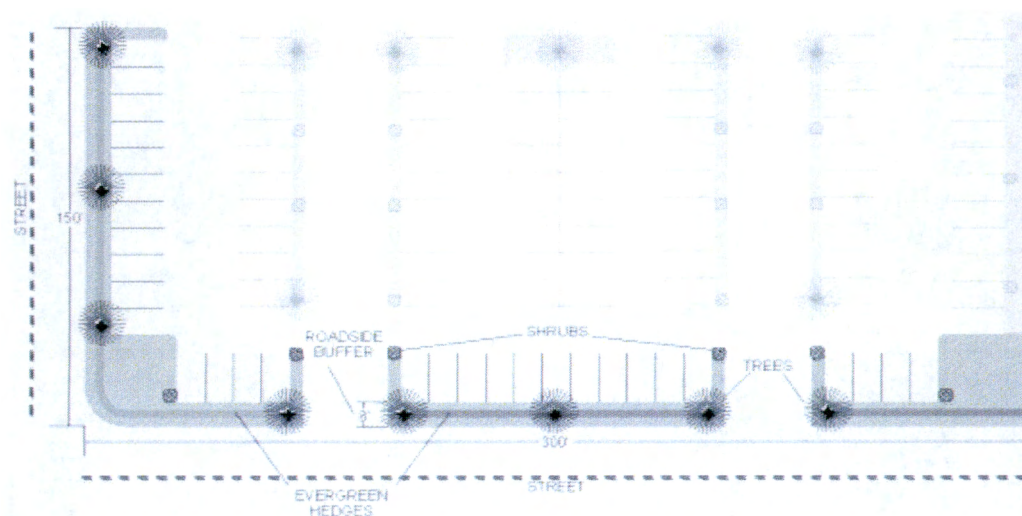
### Zone 4 – Commercial Landscaping Standards

All new off-street parking lots with ten (10) or more spaces located adjacent to existing public right(s)-of-way shall establish roadside buffers. Roadside buffers shall be located outside of the rights-of-way of existing roads.

#### Roadside Buffers

The minimum roadside buffer width shall have an average planting width of eight (8) feet with the minimum width for any buffer yard being five (5) feet. Buffers shall contain the following plant materials:

- An average of one (1) tree for every sixty (60) feet of linear road frontage. Trees shall be spaced so that there is a minimum of one (1) tree for every two hundred (200) linear feet of road frontage.
- Shrubs spaced to provide an evergreen screen within three (3) years of installation.
- Within the buffer yard, fences, walls, earthen berms or any combination thereof may be used to meet the requirements of this section so long as they are a minimum of thirty (30) inches in height and provide a visual screen. Berms shall have a side slope no greater than 2:1.
- Where existing overhead power utility lines preclude sufficient space for a shade tree to grow then two (2) small trees shall be substituted for each required shade tree.





## Interior Plantings

In addition to all other landscaping requirements, all new off-street parking lots with sixty (60) or more spaces shall provide and maintain landscaped planting areas within the interior of, and adjacent to, the parking lot.

- Interior planting islands shall have a minimum planting area of eight (8) feet wide by eighteen (18) feet long.
- In addition to the required trees and shrubs, planting areas shall be grassed or covered with mulch.
- All planting areas shall be protected from vehicular intrusion by the installation of curbing or wheel stops.
- Each landscaped planting area shall contain trees and shrubs at the rates listed below rounded upward to the next whole number:
  - One (1) tree for every fifteen (15) parking spaces
  - One (1) shrub for every five (5) parking spaces

Interior planting areas shall be designed within or adjacent to the parking area(s) as:

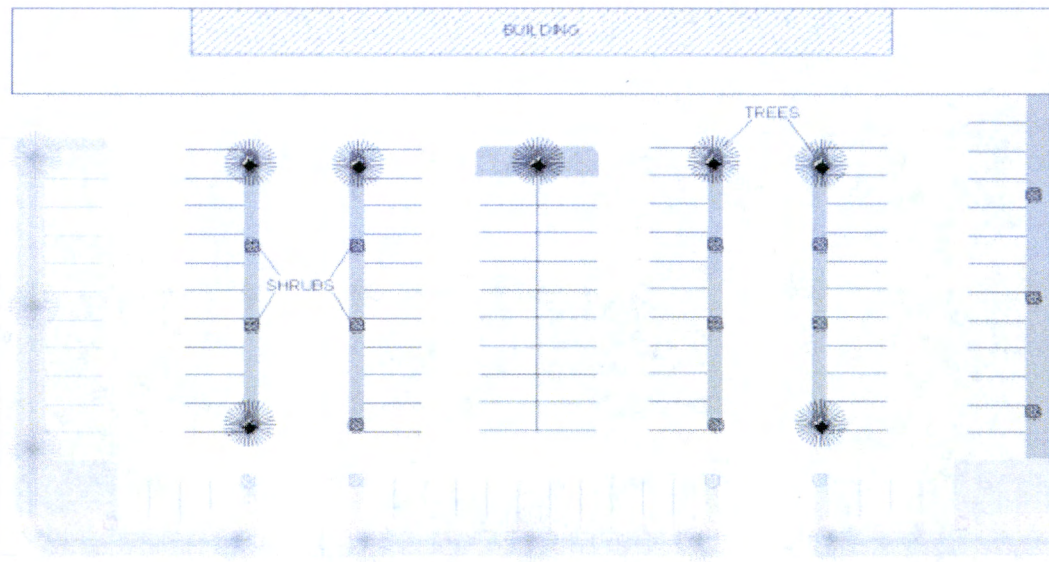
- Islands, located at the end of parking bays;
- Islands, located between parallel rows of cars;
- Driveway medians, a minimum of eight (8) feet in width;
- Intermediate islands; or
- A combination of the above

Trees and shrubs must be planted within twenty (20) feet of the parking area to satisfy the interior planting requirements.

The design size and shape of the interior planting areas shall be at the discretion of the owner; however, no parking space shall be:

- Located farther than ninety (90) feet from the trunk of a shade tree;
- Separated from a shade tree by a building or other structure.

Parking structures are excluded from interior landscape areas.



#### Planting Material Specifications

- A. A minimum of 75% of trees planted to meet this requirement shall be shade trees (unless precluded by utilities)
- B. Shade trees shall have a minimum planting size of two (2) inches measured eighteen (18) inches above grade.
- C. Small trees and multi-stem trees shall have a minimum planting height of six (6) feet tall.
- D. Evergreen shrubs shall have a minimum installed height of twelve (12) inches and a minimum height of thirty (30) inches within three (3) years of installation. All shrubs inside the sight triangle at points of ingress and egress shall not exceed thirty-six (36) inches in height.

#### Suggested Plant List

This list is not intended to be all-inclusive, but does include common trees and shrubs suitable for use in this region. Professional expertise should be sought to determine the appropriate plant materials for any particular site, when considering individual site, soil, moisture, and microclimate conditions.

Shade Trees	Small Trees	Evergreen Shrubs
<p>Baldcypress, <i>Taxodium distichum</i>  Chinese Elm, <i>Ulmus parvifolia</i>  Cryptomeria, <i>Cryptomeria japonica</i>  Dawn Redwood, <i>Metasequoia</i>  Deodar Cedar, <i>Cedrus deodara</i>  Japanese Zelkova, <i>Zelkova serrata</i>  Japanese Pagoda, <i>Sophora japonica</i>  Littleleaf Linden, <i>Tilia cordata</i>  Laurel Oak, <i>Quercus laurifolia</i>  Red Maple, <i>Acer rubrum</i>  River Birch, <i>Betula nigra</i>  Schumard Oak, <i>Quercus schumardi</i>  Southern Magnolia, <i>Magnolia grandiflora</i>  Water Oak, <i>Quercus nigra</i>  White Ash, <i>Fraxinus americana</i>  White Oak, <i>Quercus alba</i>  Willow Oak, <i>Quercus phellos</i></p>	<p>Carolina Silverbell, <i>Halesia carolina</i>  Kwanzan Cherry, <i>Prunus serrulata</i>  Crape-Myrtle, <i>Lagerstroemia indica</i>  Flowering Dogwood, <i>Cornus florida</i>  Kousa Dogwood, <i>Cornus kousa</i>  Golden Raintree, <i>Koelreuteria paniculata</i>  Japanese Maple, <i>Acer palmatum</i>  Amur Maple, <i>Acer ginnala</i>  Pissard Plum, <i>Prunus cerasifera</i>  Eastern Redbud, <i>Cercis Canadensis</i>  Saucer Magnolia, <i>Magnolia soulangeana</i>  Serviceberry, <i>Amelanchier arborea</i>  American Holly, <i>Ilex opaca</i>  Yoshino Cherry, <i>Prunus yedoensis</i></p>	<p>Azalea, <i>Azalea obtusum</i>  Harland Boxwood, <i>Boxus harlandii</i>  Dwarf Boxwood, <i>Boxus sempervirens</i>  Dwarf Yaupon Holly, <i>Ilex vomitoria</i>  Dwarf Buford Holly, <i>Ilex cornuta</i>  Dwarf Nandina, <i>Nandina domestica</i>  Carissa Holly, <i>Ilex cornuta</i>  Inkberry Holly, <i>Ilex glabra</i>  Japanese Holly, <i>Ilex crenata</i>  Otto Laurel, <i>Prunus laurocerasus</i>  Parsons Juniper, <i>Juniperus davurica</i>  Tamarix Juniper, <i>Juniperus sabina</i>  Schipka Laurel, <i>Prunus laurocerasus</i>  Curlyleaf Ligustrum, <i>Ligustrum japonica</i>  India Hawthorn, <i>Raphiolepis indica</i></p>





# MEMORANDUM

## ANDERSON COUNTY DEVELOPMENT STANDARDS

**DATE:** June 15, 2020

**TO:** Lacey Croeger  
Executive Clerk to Council

**FROM:** Tim Cartee  
Subdivision Administrator

**CC:** Holt Hopkins, Alesia Hunter

**SUBJECT:** Hunters Crossing Subdivision

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Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their July 7, 2020 Meeting.

This will add 1,764 feet of paved roads to the county maintenance system.

Developer: Powdersville Pendleton Venture, LLC  
Location: Powdersville Road  
County Council District: 6  
Roads: Tracker Court, Scout Court

Please feel free to contact me at (260-4719) if you need more information.

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Bret Sanders**  
V. Chairman, District 4

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** June 15, 2020

**TO:** Alesia Hunter  
Development Standards

**FROM:** Norman McGill  
Roadway Management Supervisor

**CC:** Holt Hopkins

**SUBJECT:** Hunters Crossing Subdivision

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To the best of my ability, I certify that there are no known drainage issues in **Hunters Crossing Subdivision** on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add **1,764** feet of paved roads to the county maintenance system.

District: 6

Location: Hunters Crossing Subdivision

Roads: **Tracker Court ( P-01-0397 ) and Scout Court ( P-01-0398 )**

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Brett Sanders**  
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Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org

Roads & Bridges Department

LD CTC-01-0029C

Sedg  
Se

153

HIGHWAY 153 SC-04-0153

HIGHWAY 153 SC-04-0153

153

POWDERSVILLE RD C-01-0022

TRACKER CTP-01-0397

SCOUT CTP-01-0398

Hunters  
Crossing

ELLISON DR C-01-0022A

JESSE DR C-01-0022B

Timmerman

ROCHFORD DR C-01-0014B

ate





# Public Safety Committee Agenda

## Committee Members:

The Honorable Ray Graham, Chairman  
The Honorable Craig Wooten  
The Honorable Jimmy Davis

**Thursday, July 2, 2020 at 8:00 a.m.**

**Historic Courthouse-2<sup>nd</sup> Floor  
Conference Room**

1. Call to Order: Honorable Ray Graham
2. Invocation and Pledge of Allegiance: Honorable Jimmy Davis
3. Approval of Public Safety Minutes:
  - a. December 16, 2019
  - b. January 24, 2020
  - c. February 12, 2020
4. EMS Items Mr. Steve Kelly
5. Radio approval for West Pelzer: Mr. Mark Williamson
6. Discussion concerning radios: Mr. Mark Williamson
7. Citizen Comments:
8. Adjournment:

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**Brett Sanders**  
V. Chairman, District 4

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org

State of South Carolina    )  
County of       Anderson    )

ANDERSON COUNTY COUNCIL  
PUBLIC SAFETY MEETING  
DECEMBER 16, 2019

IN ATTENDANCE:  
RAY GRAHAM, CHAIRMAN  
TOMMY DUNN (sitting in for Craig Wooten)  
JIMMY DAVIS

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT



1                   RAY GRAHAM:                   ... meeting to order.  
2     This is in reference to our Public Safety Committee  
3     Meeting for Monday, December 16, 2019 at 12:00 p.m.  
4     At this time we'll call the meeting to order. I'm  
5     going to ask Honorable Council Member Jimmy Davis if  
6     he'll lead us in the invocation and pledge of  
7     allegiance.  
8                   **INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS**  
9                   TOMMY DUNN:                   Mr. Chairman, if we  
10    may, just for the record, Craig Wooten is out of town  
11    and couldn't make it today. I'll be filling in for  
12    him. Appreciate it.  
13                  RAY GRAHAM:                   Thank you, Chairman  
14    Dunn.  
15    At this time I'm going to ask EMS Director Steve  
16    Kelly if you'll step up to the mic. This meeting is  
17    basically in reference to an appeal matter through  
18    Medshore. Steve, if you don't mind, if you'll just  
19    come up and just kind of brief council on where we are  
20    and what you've done as far as levying the fine. And  
21    then I'm going to, naturally, give them an opportunity  
22    to speak, as well.  
23                  STEVE KELLY:                   (Inaudible)  
24                  RAY GRAHAM:                   Basically just where  
25    we're at as far as today as far as what the fine is  
26    and, you know, why was the fine put in place.  
27                  STEVE KELLY:                   Okay. The providers in  
28    Anderson County, we have two different type contracts.  
29    Medshore was put under what we refer to as a  
30    performance base (inaudible).  
31                  TOMMY DUNN:                   Hang on just a minute.  
32    Can y'all hear back there? You picking him up, Lacey?  
33    Rusty, have him come over to this mic over here, see  
34    if it ain't better than that one.  
35                  Thank you, Steve.  
36                  STEVE KELLY:                   Is that better?  
37    Anderson County has two types of EMS contracts. The  
38    one at Medshore, for the city, what we refer to as  
39    Zone 9, is considered a performance-based contract  
40    where they're not governed by a certain number of  
41    trucks at any given time. They're more of a  
42    performance base, which I believe the stipulations on  
43    that contract was requirement to answer every 911 call  
44    within that zone. Like I said, that was August of  
45    2018 when it was signed. At the end of every month, I  
46    get a report of the calls that Medshore did not  
47    physically transport. I usually sit down with Josh  
48    and review those calls.  
49                  This is not a hard numbers. I'm just using this  
50    for an example. If there were twenty calls that I



1 had, I would print those calls out. May exclude some  
2 of them because of errors straight off the bat.  
3 Whatever I had left over I normally forwarded to Josh  
4 Shore in a hard copy form. And then he got with  
5 whoever at Medshore. I think normally it was Rob  
6 pulled the computer data to further evaluate the calls  
7 to see if they were truly missed or if there were any  
8 more errors or just see what played into it. So for  
9 most of the months that we reviewed those calls, we  
10 brought the -- brought a findings back to Public  
11 Safety Committee. We normally sat down with Medshore,  
12 met, reviewed everything. And I guess at the end of  
13 the day, most everyone that we reviewed, they just --  
14 we evaluate it for changes that could be made and  
15 attempted to make some changes to alleviate it from  
16 happening in the future.

17 But since we're, I guess, a good ways into the  
18 contract now, the last Public Safety meeting that was  
19 had, we discussed levying fines for October. Back and  
20 forth with Josh, talking with him, and I think we  
21 ended up with four that we were going to fine with.

22 RAY GRAHAM: With these four, I  
23 assume y'all have done went through the vent process  
24 as far as ensuring that there was no viable reason on  
25 why the four calls were missed?

26 STEVE KELLY: If you go by the  
27 contract it says that any call that Medshore does not  
28 transport in their ambulance is a fineable offense.  
29 We were very lenient on the -- applying that. We  
30 allowed exception if they responded to anything  
31 whatsoever. If they responded to a supervisor;  
32 anything that assisted whatsoever in the care of that  
33 patient. So it's definitely not something we set out  
34 just to hammer them with to make an example or  
35 anything like that.

36 RAY GRAHAM: On the four calls that  
37 was missed, before you levied the fine, did Mr. Shore  
38 give you any information as far as what those four  
39 calls were missed for and also I know in the past ---

40 STEVE KELLY: Every one of them ---

41 RAY GRAHAM: --- in my communication  
42 with everybody in the loop on the emails, there's  
43 normally some type of a plan put in place to basically  
44 try to improve. And at the end of the day that's what  
45 we try to do each month. Was there anything back on  
46 these four calls in particular?

47 STEVE KELLY: Let's see, August,  
48 September, October, Josh always responded back with a  
49 brief paragraph of each call. And he did the same for  
50 October. And then the four that we held accountable



1 on the fines, there were no resources responded  
2 whatsoever and an ambulance had to respond from out of  
3 the county or elsewhere in the county, into the city.  
4 Not from a posting location or anything like that.

5 RAY GRAHAM: Thank you, sir.

6 Does any other council members have any questions  
7 for Steve before ... Thank you, Steve.

8 Greg, who is going to speak on y'all's behalf?

9 Are y'all going to do it jointly? By all means,  
10 whoever you need just come on up and let's -- I mean  
11 because I guess in a sense we're trying to be formal  
12 here, but I mean we're all business partners and we're  
13 just trying to figure out what's the best route to go.

14 GREG SHORE: Well, I appreciate the  
15 committee listening to my appeal request. I know that  
16 we met on October the 9th and I think Tommy chaired  
17 that sub-committee meeting, and then we met again on  
18 October the 17th with you, Ray, talking about the  
19 issues.

20 Most of these issues that were discussed were  
21 staffing issues that we presented to you that there is  
22 a terrible shortage of paramedics and that we had  
23 asked to possibly staff the units at a BLS level with  
24 ALS QRVs to chase these units until we could help take  
25 care of the alleviation of the shortage.

26 And we are seeing improvements on the shortage  
27 because we've offered two raises. We gave a six  
28 percent raise to our employees in September and we  
29 just recently gave them another percentage. I don't  
30 want to say the number because I'm not sure. Dick, do  
31 you know the number of the current raise that they're  
32 getting? Three percent? So a total of nine percent  
33 since we first started talking about the paramedic  
34 shortage.

35 My concern, and I guess I take it personally  
36 because I ended up going to the hospital this weekend  
37 over this issue and spent the night in the ER over my  
38 blood pressure not being able to get under control.  
39 Went through a CT scan, spinal tap and a couple of  
40 other things because this really just bothers me. I  
41 thought that we had an understanding that until we  
42 could fix the staffing issues and the dispatch issues  
43 that we would review the calls that we missed, but  
44 that we would wait and not fine us until we had all  
45 this under control.

46 The six thousand dollar fine is a lot of money to  
47 us, but what it's going to affect, when you look at  
48 the calls that we run, we average an APC, an average  
49 patient charge, of two hundred and fifty-five dollars  
50 a call. If you take what we charge our customer and



1 what our net result collection is, and we said that,  
2 you know, two hundred and fifty-five dollars is what  
3 we collect. Of a seven hundred dollar ambulance bill,  
4 a lot of patients don't have insurance so we don't  
5 collect anything. Some people have private insurance  
6 and it pays a hundred percent. Medicaid pays a  
7 fraction of our costs. But it's two hundred and  
8 fifty-five dollars per call that we make revenue.  
9 Plus the subsidy that the county gives us. But yet  
10 the fine is fifteen hundred dollars, plus we lose the  
11 two hundred and fifty-five dollars that we would have  
12 got if we would have been able to make the call, which  
13 we certainly want to do.

14 So when we look at the monetary costs of this,  
15 it's quite expensive. But what concerns me is that  
16 we're going to have to make adjustments to that. In  
17 November we gave nine hours to promote public safety  
18 in our community. Those hours will have to go away so  
19 that we, you know, budget the money for the fines. We  
20 also had nine special events in the month of November  
21 that were donated to the community. We're going to  
22 have to look at ways to get funding for those standbys  
23 because this is not something that we budgeted.

24 I mean I started serving Anderson County in 1987  
25 when we lost our rescue squad, and I've been covering  
26 the county for thirty-two years. You know, if we  
27 aren't following the contract then we should be  
28 penalized, but there are stipulations that are kind  
29 of, you know, beyond our control. And I really look  
30 at Anderson County as a system. I have seven other  
31 rescue squads that partner with us to serve the  
32 community. And these four calls that we missed were  
33 still answered. An ambulance arrived at the scene.  
34 Last month we had a ninety-two percent compliance of  
35 being at the scene of 911 calls. Ninety-two percent  
36 with nine minutes and fifty-nine seconds response  
37 time. Our employees are short, I think, right now  
38 seventeen positions. So our other employees are back  
39 filling these shifts. They're tired, they're worn  
40 out, but they're still performing at a high level. We  
41 have over two hundred and fifty employees here in  
42 Anderson that serve our community. We've just  
43 provided a five dollar shift differential for the  
44 weekends because the weekends was when we were having  
45 trouble finding coverage and a lot of our employees  
46 like to take their days off, their paid time off on  
47 the weekends because that's what they do.

48 But in October we responded to two thousand five  
49 hundred and thirty 911 calls. We transported fourteen  
50 hundred and seventy-three of them. In November our



1 call volume was down considerably. We responded to  
2 two thousand two hundred and thirty-four transport  
3 requests and transported twelve hundred and eighty-  
4 one. So we're seeing our call volume falling off,  
5 which has really kind of been a blessing because with  
6 us being short it's helped us to, you know, capture  
7 more calls.

8 But I just, you know, I just felt like -- I was  
9 kind of blind-sided when I saw the fines because I  
10 thought we had met and said, hey, we're working toward  
11 those. We're going to meet regularly with Steve Kelly  
12 to constantly monitor our progress. We donated an  
13 ambulance to the career center over at District 2, 3  
14 and -- 3, 4 and 5 for their EMT program because we're  
15 working hard to make sure that we have more EMTs  
16 certified and trained. We're working feverishly, but  
17 yet we got hit with a fine. And we're going to pay  
18 the fine if it's not -- if we can't appeal it. That's  
19 part of doing business. But it's going to certainly  
20 suffer with our non-profits that depend on us to  
21 donate services to them.

22 And that's my biggest concern is we've got to  
23 channel this money to a different path and that, I  
24 think, is what upset me so bad that I ended up in the  
25 ER Saturday morning at two a.m.

26 RAY GRAHAM: I'm going to hit on a  
27 couple of things. As far as, you know, the good and  
28 service that you, along with the other providers, has  
29 provided Anderson County for years, I mean, there's no  
30 question the value that that has brought. And there's  
31 no question the service attitude that each and every  
32 one of you has given this county. So that has  
33 absolutely nothing to do with this here.

34 Along with a personal direction towards you or  
35 your staff, you know, the entire provider, as far as  
36 you guys, I mean that is -- in no part has anything to  
37 do with this. We do still have some issues and I  
38 think we have made a lot of great progress. I'm with  
39 you. We've still got an issue on shortages. And I  
40 see Chief Sutherland out there. I don't know if  
41 there's any other providers from -- in the county, as  
42 well, but I mean, you know, every one of those are  
43 fighting the same battle. And at some point we've got  
44 to figure out, you know, what are we going to do to  
45 move forward? How are we going to ensure that our  
46 county is served? I know one time, and I don't  
47 remember the date, but you guys were out of town and I  
48 know I spoke with Dick and Steve on the phone. It was  
49 a Friday night because I was actually at my business,  
50 and we had to an issue inside the city with coverage.



1 And that was a major concern. And I'm not trying to  
2 pull up different issues, but I mean I guess at the  
3 end of the day, and by all means I want my fellow  
4 council members to speak their mind, as well, but at  
5 the end of the day what I want to see is every month  
6 we move forward.

7 GREG SHORE: We've got a dozen ---  
8 RAY GRAHAM: I think we continue  
9 doing that.

10 GREG SHORE: We've got a dozen  
11 paramedics across the country that work for Priority  
12 that have agreed to come and help us cover shifts.  
13 But the state has been slow to get them reciprocity so  
14 that they can practice in our state. So that's been  
15 an issue. But, you know, we're pulling every stop  
16 that we can to take care of the staffing. And this is  
17 not going to be fixed in a few months. It's going to  
18 probably take a year or two before we see the  
19 paramedics -- enough paramedics to meet the demand in  
20 the upstate.

21 Greenville County, they had the same issue and  
22 they were told that there was going to be a massive  
23 walkout with their workforce and they quickly ponied  
24 up enough money to avoid that. But that's what we're  
25 having to do right now is throw money at it. And of  
26 course, you know, that's a short band-aid to it, but  
27 we've got a long term problem that we've got to fix.  
28 And that's finding young people that are interested in  
29 our profession. And we're working hard to mentor  
30 these kids that are in high school, but it's just not  
31 going to happen overnight. We're struggling and, you  
32 know, I guess the fines are, you know, are necessary  
33 probably from the standpoint, but it's going to cause  
34 us to shift things that we do for our community and  
35 the service we do to cover these fines. Because  
36 they'll probably continue to happen.

37 We back up the rescue squads and I know they're  
38 going to have to back us up. It's part of the system.  
39 That's why we need to be shifting ambulances halfway  
40 to different areas when we're level zero in Iva or  
41 Belton or Pendleton or Anderson or whatever the case  
42 may be. We need to make those shifts.

43 And I had hoped that that would work when we moved  
44 our dispatch center out there. But what turned out to  
45 be a different story or different pathway is that we  
46 sent a dispatcher out there twenty-four/seven and  
47 there was so much workload there that we had to send a  
48 second dispatcher. And then after the second one got  
49 there they said we're going to have to put a third  
50 one. And corporate said, we can't send, you know,



1 that many FTEs out there to handle what one person  
2 should be able to handle. So it was integration with  
3 our CAD system, so it meant that our dispatchers were  
4 having to input all this information in there several  
5 different ways and it just created an issue that we  
6 had to pull our dispatchers back until we can get the  
7 integration to the system because I believe that will  
8 work. I think that our response times were better  
9 when we were there. That's my gut feeling. I haven't  
10 seen the actual numbers, but I was really pleased last  
11 month when we weren't in dispatch we had a ninety-two  
12 percent compliance in Anderson.

13 But my concern is that, you know, we'll have to  
14 pay the fines, but it's going to divert money that we  
15 were donating to these non-profits, and I'll tell you  
16 who we provided service to this past month. We did a  
17 public safety show and tell event with 5K children at  
18 Midway Elementary School; we partnered with the  
19 Anderson Special Needs Disability Board for EMS  
20 coverage for the Spooktacular 5-K run; we provided  
21 service for the Veterans Day parade coverage; a  
22 football game at old McCants stadium; the Gobbler 5-K  
23 run at the Anderson Mall; and also in November we sent  
24 nine hours of EMS coverage for Anderson County to  
25 support community education and citizens' safety.

26 You know, those are things that we donate to the  
27 community because we have the prosperity to do that.  
28 But with the raises that we're having to give, the  
29 overtime we're having to pay, the travel expense of  
30 bringing paramedics from other states to come and help  
31 us cover it is going to cost us more money.

32 And we did ask the Public Safety Committee to look  
33 at letting us get an increase in our rates. That only  
34 helps the private insurance. It's not going to help  
35 Medicare, Medicaid and those that have no insurance.  
36 But it will give us a small increase to help us absorb  
37 these costs that we're doing on the increases.

38 RAY GRAHAM: As far as November,  
39 Steve, have you looked at November's costs? Have  
40 y'all already hashed out as far as what it's looking  
41 like? Okay. So I mean I don't want to speculate on  
42 where we're going to be at in November without you and  
43 Josh have already actually communicated and walked  
44 through that plan.

45 GREG SHORE: But I want to make it  
46 clear because I see that the media is here. I just  
47 want to make sure that they know that there has been  
48 no patient that didn't receive an ambulance. These  
49 four calls that we checked out -- and there were more.  
50 There were about twenty, I think, total, but of those



1 twenty there was a closer ambulance that was from  
2 another provider that dispatch decided to send because  
3 they were closer. And that's what we agreed, if we  
4 have the closest ambulance, we want to send the  
5 closest unit. We should never be squabbling or  
6 fighting over that. That should be, let's think about  
7 the patient first. There were a couple of calls where  
8 our ambulances were in other districts answering calls  
9 so we got exempt from those.

10 RAY GRAHAM: Right.  
11 GREG SHORE: But, you know, we look  
12 at them. We vet those things out. And if I feel like  
13 that our system is not meeting the needs of the  
14 county, then I'm going to tell you, you know, we're  
15 inadequate. But we're not. We're meeting the  
16 standards.  
17 You know, I had asked the council to recognize our  
18 employees because they just got re-accredited about  
19 three months ago. And that never happened. I mean  
20 I'm just taking it personal. I feel like that you're  
21 just trying to kick us while we're down. And I mean  
22 we're not down; we're just struggling with personnel  
23 -- certified personnel. I mean I could put non-  
24 certified on the road, but that's not, you know, what  
25 we need to be doing.

26 RAY GRAHAM: That's definitely not  
27 the case. And I mean I guess in a sense ---  
28 GREG SHORE: Well, I'm glad to hear  
29 that because I kind of felt that way.

30 RAY GRAHAM: Because when I first  
31 got on council, each and every one of the people that  
32 was involved in EMS realizes, we were at a point where  
33 our system was failing. And we have reworked it. Are  
34 we where we need to be? Absolutely not.

35 GREG SHORE: Going in the right  
36 direction.

37 RAY GRAHAM: This here, this here,  
38 this process right here today, along with the steps  
39 that each -- that your service, along with the other  
40 providers, are continuing to provide our county on a  
41 daily basis and continue to improve and continue  
42 putting their brains together and their ideas on how  
43 can we make it better, the entire system, is what is  
44 continuing moving this program forward. We're still  
45 not where we need to be and we realize that. But I  
46 mean we're not failing because we realize we need to  
47 continue moving forward.

48 GREG SHORE: Well, I've been serving  
49 the county since 1976 and I've been your 911 provider  
50 for thirty-two years. And I'm the junior provider.



1 All the other rescue squads have been here since the  
2 sixties. And they started out with volunteers. And  
3 of course volunteerism got tough there twenty years  
4 ago and council realized it and started subsidizing  
5 the providers so that they could put paid staff on it.  
6 So we have improved. And there's a lot more  
7 improvement. But I just feel like that we need a  
8 little bit more time before we start getting penalized  
9 financially for these missed calls.

10 RAY GRAHAM: So what -- and  
11 naturally this is not my call. This will definitely  
12 be council's. But what do you recommend? As far as  
13 on this fine today, naturally we're going to have to  
14 go into Executive Session and speak with our concerns  
15 on this. But what do you recommend? I mean where do  
16 you see the benefit as far as moving forward? Because  
17 at the end of the day I'm comfortable in saying our  
18 Director Steve, who I've got a hundred percent faith  
19 in, ---

20 GREG SHORE: I do, too.

21 RAY GRAHAM: --- along with our  
22 Public Safety Committee, our direction is to move the  
23 county forward whether we're dealing with law  
24 enforcement or in this case dealing with EMS, the  
25 Public Safety's direction is to move it forward. It's  
26 not to levy a fine on anyone. In fact, my question  
27 is, what are we going to do with the fine money? It  
28 needs to be some good brought out of that money if we  
29 do initiate the fine.

30 GREG SHORE: Well, I hope you give  
31 it to non-profits because we're going to have to start  
32 charging them for services and maybe they can pay us  
33 for that.

34 RAY GRAHAM: But what do you  
35 recommend that we're going to move forward, or what  
36 can you tell me we're going to move forward if we did  
37 not do the fine?

38 GREG SHORE: Our recommendation is  
39 just like we talked about at our sub-committee  
40 meetings, that we continue to meet with you and  
41 continue to monitor the progress that we're having  
42 with the shortage, with response times, and we're  
43 meeting with Steve, I think, is it every two weeks?  
44 Meeting with Steve every two weeks so that we can  
45 review these before the end of the month because there  
46 are, like I say, two thousand calls to go through; not  
47 all of -- the majority of them meet the criteria of  
48 the response time. What we're looking at is the ones  
49 that fall out of that and the ones that we just  
50 weren't available because we were on other calls.



1 But I think we need to continue to monitor this  
2 and report back to the council on our progress. Are  
3 we making headway or are we taking steps back? That's  
4 what we talked about in October when we met two times,  
5 and that's what surprised me with the fine. I thought  
6 we were going to continue to meet and continue to  
7 monitor it and see, you know, what direction we're  
8 heading in.

9 I think we're heading in a positive direction.

10 But ...

11 JIMMY DAVIS: Mr. Shore.

12 GREG SHORE: Yes.

13 JIMMY DAVIS: Medshore agreed to the  
14 fifteen hundred dollars in the contract; correct, per  
15 call?

16 GREG SHORE: Yes, sir.

17 JIMMY DAVIS: At what point did you  
18 think that that fifteen hundred dollar fine per missed  
19 call once all the calls have been qualified, at what  
20 point did you think that the county would levy that  
21 fine against Medshore?

22 GREG SHORE: If someone did not  
23 receive an ambulance.

24 JIMMY DAVIS: I'm talking about when  
25 -- you keep saying that you thought the understanding  
26 was that we would give you time to get appropriate  
27 personnel numbers or whatever. But I mean at some  
28 point in time we had to have some type of time frame  
29 in our mind of when that levy would start taking  
30 place. That's my question.

31 GREG SHORE: I'm really thinking  
32 that it's going to take us six months to twelve months  
33 to get our staffing stabilized from the shortage of  
34 paramedics. And that's looking at what's currently in  
35 paramedic class. We're sponsoring several paramedics  
36 with Tri-County Tech's program they just started up.  
37 And the Upstate EMS Council. We have three programs  
38 in the upstate or in our catchment area, and that's  
39 Greenville Tech, Upstate EMS Council, and Tri-County  
40 Tech. I serve on the Upstate EMS Council board. Josh  
41 serves on the Tri-County Tech board. So we're  
42 monitoring those programs so that we know, you know,  
43 how many paramedics they're going to be able to  
44 produce. But you have other agencies that are vying  
45 for these paramedics. So it really comes down to  
46 who's going to pay the most or, you know, it's almost  
47 like a bidding war now that we've got ourselves into.  
48 But you know, it's going to take a while for this to  
49 stabilize. And then ---

50 RAY GRAHAM: Go ahead, Mr. Whipple.



1 DICK WHIPPLE: If I could just add  
2 briefly about that ---

3 RAY GRAHAM: If you could, introduce  
4 yourself. I'm not sure if the other council members  
5 are ---

6 DICK WHIPPLE: That's fine. I'm Dick  
7 Whipple. I'm the Vice President of Operations and  
8 Special Projects for Priority Ambulance. But if I may  
9 add a little bit to that question.

10 One of the provisions in the contract was to  
11 transition the county here to the National Academy  
12 standards of EMD. And as we've had a recent meeting  
13 and continuous meetings about this, the current system  
14 introduces a lot of inefficiencies in the system in  
15 the way that calls are processed. It's not a judgment  
16 of the people. It's a judgment of the process that  
17 happens where ninety percent, basically, of our calls  
18 are considered priority one or life threatening. And  
19 that's unlike any system in the country.

20 And with the National Standard EMD process, if we  
21 were to transition into that, we could introduce a lot  
22 more efficiency in matching the right resources with  
23 the right calls, with the right response time.

24 We can also look at other alternative resources to  
25 stir patients to, as opposed to burdening the  
26 emergency departments or burdening the EMS systems on  
27 calls that typically neither one of us are going to be  
28 paid or are going to be very low pay calls. And it's  
29 not about the money, but it's about helping the people  
30 get to the right resource timely and more efficiently.

31 So right now there's a lot of system-introducing  
32 efficiencies that also burden all the providers, but  
33 burden certainly where we do the majority of the  
34 calls. Where we have extra staff, we have to staff to  
35 overcome those inefficiencies that area introduced in  
36 this system. And so that's where part of this  
37 struggle comes to.

38 Our capture rate is around anywhere between fifty-  
39 eight and about seventy percent it looks like. And  
40 most system are somewhere in the mid-seventies even to  
41 the mid-eighty percent on capture rate. So you can  
42 see there's a lot of calls that we're going on that  
43 we're not even transporting patients on that frankly  
44 didn't need an ambulance to start with. And so to  
45 your point about when we would start doing that, I  
46 think when we have an entire system, and looking at  
47 this from a system's perspective, that where the EMD's  
48 in place, you know, where people have the opportunity  
49 to have the staffing. I think from my perspective  
50 that would be where you're going to have a more



1 manageable system and more appropriately be able to  
2 respond to those. Hopefully that makes some sense.  
3 JIMMY DAVIS: Thank you.  
4 RAY GRAHAM: You guys got any other  
5 questions?  
6 TOMMY DUNN: I've got a few things.  
7 Greg, I appreciate what you've done for Anderson  
8 County. I consider you a friend. I also want to say  
9 Medshore Ambulance Service has done great for the  
10 community of Anderson County. Business is business,  
11 and that's what brought us here today. We've got to  
12 find out -- fix this. Fines is nothing. Fines ain't  
13 going to bring somebody back that died of a heart  
14 attach on the side of the road because the ambulance  
15 didn't get there on time. That's what we want to make  
16 sure. This ain't about -- we've got a bad  
17 misunderstanding if we're thinking Belton should be  
18 covering the city of Anderson because they shouldn't  
19 be. They're there to back up, but it should be no  
20 somebody having to come from Belton to answer a call  
21 in the city of Anderson. We've got a problem when  
22 that happens.  
23 The other thing, the meeting me and you said, your  
24 son, Lieutenant Baker, Steve Kelly, I thought we had  
25 an understanding, too. I thought we had an  
26 understanding we was talking about the dispatch --  
27 y'all having a dispatch -- central dispatch. We  
28 talked about and went over it. When I left the room,  
29 I said y'all get the nuts and bolts worked out and  
30 let's have these meetings and get something worked up.  
31 The next thing I know I'm getting an email saying  
32 y'all are pulling out of dispatch -- of central  
33 dispatch. And that's fine. That wasn't my  
34 understanding either. I thought we was going to get  
35 something worked out on that. So that's a two-way  
36 street of sort of getting blind-sided.  
37 Lieutenant Baker, I'd like to ask you to step up  
38 to the mic and ask you a little bit. We're getting  
39 all this about our dispatch and about what -- where  
40 we're at and where we need to get. Because I don't  
41 think I understand exactly what the gentleman, Mr.  
42 Whipple, was talking about before about having a  
43 system we can prioritize a little bit better maybe  
44 than what we're doing.  
45 DAVID BAKER: Yes, sir.  
46 TOMMY DUNN: I don't think if a call  
47 comes in and there ain't much -- now I don't mean to  
48 make light of nothing and Mr. Kelly, you let me know  
49 -- on these four calls we're talking about, we ain't  
50 talking about somebody getting a stumped toe or run



1 over a finger. These were pretty major instances,  
2 from my understanding; I know one of them was.

3 DAVID BAKER: When I (inaudible). I  
4 can't tell you exactly right now what ---

5 TOMMY DUNN: Come up to the mic a  
6 little bit. Lieutenant, if you'll go ahead -- how is  
7 the prioritize and how is that coming in working on  
8 that if you'd like to speak to that since you got  
9 brought up in this.

10 DAVID BAKER: That's okay. I'm going  
11 to bring up a couple of conversations and I'll let  
12 Steve kind of discuss about how the -- what makes it a  
13 priority and what does not.

14 To make a long story short, we did have a meeting  
15 which I was called to. It was an EMS based meeting  
16 and some subject matter came up with dispatch where  
17 the EMD portion of how dispatch determines what's  
18 priority, what's not, and that kind of thing. I don't  
19 know how old that system is. My understanding is many  
20 a year ago the folks sat down and decided this was the  
21 direction we needed to go. Times have changed and it  
22 certainly needs to be updated. We had discussion  
23 about potentially updating that, which we had recent  
24 discussion again just the other day with Mr. Whipple  
25 and Josh Shore from Medshore over at the office to  
26 discuss some other things.

27 One of the things that kind of falls back to us is  
28 we're getting ready to transition to a new large  
29 software package at dispatch. I know that Medshore  
30 had offered their EMD to us potentially. That comes  
31 with a cost. Not necessary a cost from us to Medshore  
32 but a certification process with forty people or sixty  
33 something people at forty hours for certification. I  
34 did the math the other day; just for certification was  
35 somewhere around thirty to forty thousand dollars in  
36 salaries for forty hours for employees. That does  
37 come at a pretty great cost to us.

38 One of the other costs would be to update our  
39 existing card system. And that might be a band-aid  
40 fix, but it's certainly at least something we need to  
41 look at. And I think that number was thrown out  
42 somewhere around twenty thousand. When I say a band-  
43 aid fix, it takes care of today the prioritization  
44 into the EMD which would be similar to what Medshore's  
45 system is with their process. Again, that's twenty  
46 thousand dollars we've got to find in the budget  
47 somewhere to do.

48 And then what we then need is for the EMS and  
49 probably getting together with all the EMS chiefs to  
50 determine what should change within our current card



1 system. Yes, sir.  
2 TOMMY DUNN: And I don't want to  
3 speak -- we've got six other council members.  
4 DAVID BAKER: Sure.  
5 TOMMY DUNN: If this was best, we  
6 don't want to throw good money after bad.  
7 DAVID BAKER: Right.  
8 TOMMY DUNN: But if twenty thousand  
9 dollars will make the system work better for the  
10 people of Anderson County, I think we could find it.  
11 DAVID BAKER: Yes, sir.  
12 TOMMY DUNN: But we want to make  
13 sure. Y'all need to look at some another. Y'all are  
14 the professionals. Y'all need to look at this. I'm  
15 just throwing out in the future, you know. Y'all need  
16 to get together and come up with a plan.  
17 DAVID BAKER: Yes, sir.  
18 TOMMY DUNN: I told y'all that day,  
19 in how it's going to work and then give us a dollar  
20 figure. And if it ain't going to be no better, we  
21 don't need to do it.  
22 DAVID BAKER: Correct.  
23 RAY GRAHAM: We did have a meeting  
24 this past week concerning that. And just to clarify,  
25 it's not what's best for Medshore or what's best for  
26 Belton or for Iva, it truly -- we're looking at the  
27 two options -- Becky, the Director of dispatch, you  
28 know, everybody was in that meeting, along with David,  
29 as well, and we did discuss the different options.  
30 And we are kind of -- we've got some items for people  
31 to go out and check on and basically bring a report  
32 back to determine what is best for the county.  
33 You know, honestly I think if we get this  
34 implemented, regardless which way we go, either update  
35 what we've got or go with the other system, I think a  
36 lot of these problems that we're having not only with  
37 Priority and Medshore but with the other providers, as  
38 well, a lot of these problems that we're having with  
39 the missed calls -- and what it is, it's taxing the  
40 system on a call that probably could be a non-  
41 emergent, and it's really nothing more than a stumped  
42 toe, but yet we're having to send a medic and EMT to  
43 that call. So we are looking at those options on  
44 that.  
45 DAVID BAKER: To give you an idea,  
46 there are some questions that are asked in those EMD  
47 cards as they're going through. One of the questions  
48 might be, are you having any trouble breathing? And  
49 obviously that triggers or changes the priority to a  
50 higher priority. So if you had a situation to where,



1 you know, it's not a -- I guess everybody could define  
2 traumatic event differently, but an event where the  
3 priority should be higher or not, that card makes that  
4 decision based on just breathing, asking that  
5 question, you know, with trouble breathing.

6 So those are some things that, you know, whether  
7 we stay with our existing system, the EMSs, along with  
8 their group and the various chiefs will have to get  
9 together to make a determination should that change  
10 and if so how should it change? What should that  
11 question be? And then we would invest our twenty-plus  
12 thousand, you know, in changing the card system to  
13 update what we currently have and are using.

14 Our other option, as mentioned, would be to go in  
15 with the EMD system that Medshore is currently using  
16 and then we have to look at potential funding for  
17 training and certifications and that kind of thing.

18 I'm going to turn it over to Steve to answer  
19 unless y'all have got another question specifically  
20 about dispatch. We did get together with them the  
21 other day about some concerns and I think we all came  
22 to the agreement that things are good. We do have  
23 still a pod area over there that could accommodate up  
24 to four if that decision is ever made for them to  
25 return. So that's there.

26 And I agree with Greg, I think we all agree that  
27 when they were in-house it was a lot more efficient, a  
28 lot quicker. I can't speak for his manpower issue,  
29 but I can certainly see and could tell a difference.

30 TOMMY DUNN: Thank you.

31 DAVID BAKER: Yes, sir.

32 STEVE KELLY: The dispatch software  
33 we keep talking about, just so we're all on the same  
34 page, there's two major types. We currently use what  
35 is called APCO. We swapped to it county-wide eight,  
36 nine years ago. It was seen at that time as a more  
37 cost-effective alternative. So they swapped to it.

38 The Priority dispatch that Medshore is currently  
39 using, it is the gold standard in the dispatch  
40 community. It is the best that's out there, but it is  
41 also very expensive on the initial purchase and the  
42 continuing costs as far as training and stuff like  
43 that.

44 So the APCO is the deck of cards we have now.  
45 That's what we have to work with. We're not going to  
46 be able to change it in the foreseeable future.  
47 That's what we had when this contract was signed.  
48 That's what we've had for seven, eight years. As  
49 David did say, we've got a data download that we're  
50 wanting to try to get pushed through in the next



1 couple of weeks, but honestly that's two, three months  
2 before that can even be pushed out and them having  
3 live on 911.

4 TOMMY DUNN: Let me just also,  
5 you're monthly reviewing all EMS providers; right? I  
6 mean this ain't picking on Priority One?

7 STEVE KELLY: The only one that gets  
8 this is Medshore, and that's because of what we deemed  
9 is that performance-based contract.

10 TOMMY DUNN: I mean, you're  
11 constantly monitoring the others though and making  
12 sure ---

13 STEVE KELLY: For everything that  
14 they have that they're supposed to be monitored for,  
15 such as time compliance and stuff of that nature, yes.

16 RAY GRAHAM: Yes, Greg, go ahead.

17 GREG SHORE: (Inaudible) We picked  
18 the performance-based side because we peak out at like  
19 nineteen ambulances with our call volume. But when  
20 you do the static deployment and we -- let's say we do  
21 six or seven ambulances and they're just dedicated to  
22 911 calls, that costs us about thirty thousand dollars  
23 a month subsidy. And when you look at the subsidy  
24 that you pay for us, it's a lot less because we  
25 decided to do it that model to save money and keep the  
26 taxpayers' costs down. So I just wanted to let you  
27 know why we went that way. And I think Dick has a  
28 comment, too, that he wants to make.

29 RAY GRAHAM: And right now you're  
30 still comfortable with that type of contract?

31 GREG SHORE: Well, I think it's the  
32 most cost-effective contract that we could do. If you  
33 said, hey, we would rather have your ambulances  
34 dedicated to nothing but 911 calls; transports will be  
35 handled by another group of vehicles, we could do  
36 that, but the cost would be higher because you see  
37 that forty percent of the calls we go on doesn't  
38 generate a transport. And when we do transport a  
39 patient, we make two hundred and fifty-five dollars a  
40 call. So you can do the math and figure out the labor  
41 and the costs. But yeah, we could do that other path.  
42 It's just -- you know, it's got a different model of  
43 subsidy based with it.

44 RAY GRAHAM: Okay. Dick, I'm going  
45 to give you one other opportunity and then we're going  
46 to probably go into Executive Session. But go right  
47 ahead, please.

48 DICK WHIPPLE: Sorry.

49 RAY GRAHAM: No, that's fine.

50 DICK WHIPPLE: I wanted to tag on to



1 what David had mentioned. So we did have the meeting  
2 and I thought it was quite productive. And again,  
3 those type of meetings, I think, are really important  
4 to the progress, both from a provider perspective, but  
5 also from the county.

6 And we've committed as Priority Ambulance to help  
7 fund the initial training, substantially fund it, and  
8 also make available some of the software that we have  
9 by extending the licensure to make that happen if the  
10 transition to the EMD were to take place through the  
11 National Academy.

12 You know, the stopgap -- what I would call a  
13 stopgap measure, what they're taking about updating  
14 their system to make that more where the priorities  
15 are more stratosphied (verbatim) will definitely help.  
16 But, you know, from our position we still think that  
17 the National Academy standard is the way to go to gain  
18 the most efficiency.

19 RAY GRAHAM: Thank you.

20 Do I have a motion to go into Executive Session?

21 TOMMY DUNN: Motion to go into  
22 Executive Session for contractual matters.

23 JIMMY DAVIS: I second.

24 RAY GRAHAM: All in favor? At this  
25 time we're going to go into Executive Session in the  
26 conference room.

#### 27 EXECUTIVE SESSION

28 RAY GRAHAM: We'll call the Public  
29 Safety meeting back in session. Do I have a motion?

30 TOMMY DUNN: I make the motion we  
31 come out of Executive Session ---

32 JIMMY DAVIS: Second.

33 TOMMY DUNN: --- with no action.

34 RAY GRAHAM: Have a motion by  
35 Councilman Dunn; second by Councilman Davis. All in  
36 favor. In favor a hundred percent.

37 JIMMY DAVIS: Mr. Chair?

38 RAY GRAHAM: Go ahead, sir.

39 JIMMY DAVIS: I would like to make a  
40 motion that we stick to the levying of a fine, but we  
41 reduce that fine from a total of six thousand dollars  
42 to two thousand dollars, which would be five hundred  
43 dollars per occurrence on four occurrences.

44 RAY GRAHAM: Do I have a second on  
45 that?

46 TOMMY DUNN: Second.

47 RAY GRAHAM: All in favor. Stand  
48 approved a hundred percent.

49 I think -- personally I think where we need to go  
50 from here is again at the end of the day we need to



1 figure out what we're going to do to move forward in a  
2 positive direction. I think -- I know with the  
3 holidays and everything next week, it'll probably be  
4 the first of the year. But probably the first week in  
5 January, we need to schedule a meeting and kind of  
6 look and make sure -- I know we had a lot of stuff on  
7 the table as far as this past week with dispatch, EMD,  
8 AFCO program. We need to look at those opportunities  
9 and just look at all the opportunities that's  
10 available to move the whole program forward. And this  
11 is not only for you guys, it's also for the other  
12 providers.

13 I assure you, this fine is not about the money;  
14 it's not about a personal issue by no means, but we've  
15 got to continue moving forward. And I think we have.  
16 I think we've come a long ways. I think we've still  
17 got a ways to go, though.

18 So with that being said, please reach out to me  
19 and let's get a date set up for the first week in  
20 January and let's go ahead and start trying to get --  
21 working on some of these opportunities for  
22 improvement. I'd love to talk more about getting you  
23 guys as far as dispatch, as far as the EMD system, and  
24 truly try to put some of these issues to bed as far as  
25 that's causing us problems.

26 I know the manpower is a major issue, I know along  
27 with the other providers, they're having the same  
28 problems. So by all means when we have this in  
29 January, you know, it's not a closed meeting to  
30 Priority, it's a meeting for EMS. I mean, we  
31 definitely want to get all the players involved and  
32 see what can we do. Because at the end of the day you  
33 kind of rely on each other as resources. And you  
34 know, that's what's made our system work so great for  
35 so many years. We just need to continue moving  
36 forward.

37 At this time, Leon, have we got any citizens  
38 comments?

39 LEON HARMON: There are no citizens  
40 signed up.

41 RAY GRAHAM: At this time, council  
42 members, anything else?

43 TOMMY DUNN: Good. Appreciate it.

44 RAY GRAHAM: Meeting adjourned.

45

46

(MEETING ADJOURNED AT 12:46 P.M.)



## **Minutes**

### **Public Safety Committee Meeting Friday, January 24, 2020**

The Public Safety Committee Meeting of Friday, January 24, 2020 was called to order at 12:00 pm by Chairman Ray Graham. Mr. Craig Wooten and Mr. Jimmy Davis were in attendance for the Public Safety Committee meeting. The Invocation and Pledge of Allegiance was provided by Mr. Jimmy Davis.

The following items were considered by the committee:

#### **3. Animal Control Ordinance Revision, Lieutenant David Baker**

This is a recommended amendment for Section 42-116 of the Animal Control Ordinance. The current County ordinance mimics the state law requiring charges to go to the higher court. The County needs an ordinance to utilize for a lesser offense that can provide an educational opportunity. The larger serious offenses such as willful or malicious killing, abuse, maiming, beating, disfiguring, administering of any poison or exposure of poisonous substance to any animal or pet would still go to State level to the higher court. Amending the ordinance will allow us to handle maltreatment cases that are not geared toward physical abuse such as confining any animal or pet without sufficient food and water, adequate shelter and sanitary conditions. Amending this ordinance will allow us to educate the public and be able to give an officer the discretion. The staff recommendation is to amend the ordinance to remove and exclude some of the verbiage that automatically requires it to be sent to higher court.

Mr. Craig Wooten made the motion to move this ordinance revision to full council and a second from Mr. Jimmy Davis, the committee voted unanimously to recommend to Full Council.

#### **4. Body Camera Update, Captain Ross Brown, and Lieutenant Mike Beninger**

After December 3, 2019 the financing and grant funding was obtained to purchase the cameras. The body cameras arrived at the beginning of January 2020. A train the trainer class is scheduled for Monday, January 27, 2020 with training provided by Adam Westmoreland and Mike Beninger. The trainers will train their own shifts on how to use and implement the cameras. On January 29, 2020 the Solicitors Office and Public Defenders will attend a training class and set up accounts for access. The information will be sent out as a link. After the training is complete the body cameras units will be issued. The units have sku numbers that will be put into the supply system to be tracked. There are 126 units that will be used by the specialized enforcement units, street narcotics road patrol and animal control.

#### **5. Dispatch Update, Mr. Steve Kelly**

Ms. Becky Carter, E-911 Director and staff are in the process of revising and updating the Dispatch APCO cards that are used to determine what type of emergency is occurring when a 911 call is received. This process cannot be completed while on duty requiring staff to work on their days off to complete. Once the update process is complete the cards will need to be reviewed by Becky Carter, Steve Kelly and Dr. King before implementing. Steve Kelly will bring back pricing for Priority Dispatch including the training and overtime to the Public Safety Committee.

#### **7. December Compliance, Mr. Steve Kelly**

No discussion on this item at this time



## Minutes

### Public Safety Committee Meeting Friday, January 24, 2020

#### 8. EMS PLAN 2020, Mr. Steve Kelly

In Anderson County during the night time 16 ambulances run and during the day time it fluctuates between 20-24 ambulances with 2 QRV's. We currently send the closest ambulances.

Dr. Brett Stoll stepped down and Dr. Michelle King from Anderson ER took over as the Primary Medical Control Physician. There are a new set of protocols that will be sent out by March.

Over the last 18 months the 911 compliance times have been tracked with data indicating possible recommended changes such as current placement of ambulances, and some areas with no coverage. If call volume and growth continue in the Powdersville area there may be a need to implement a 12hour ambulance in the Powdersville area. Pelzer currently runs 4 ambulances that travel on a continuous basis to the Powdersville Area.

#### 6. EMS Fee Schedule Discussion, Mr. Steve Kelly

The Fee schedule shows what the County allows the providers to charge private insurance. The fee schedule was increased in July 2018. Steve Kelly will collect additional data and bring back to the Public Safety Committee.

#### 9. EMD GRANT, Lieutenant David Baker

For the Financial year 2018-2019 Anderson County was awarded the Hazard Mitigation Grant from the South Carolina Emergency Management Division in the amount of \$38,778. This grant funding was used to conduct a commodity closed study by a hired contractor who came to monitor the roadways and determine what chemicals and in what quantities they are traveling through Anderson County. The purpose of this study was to put together a comprehensive plan that includes what type of training is needed and what type of equipment is needed to combat and handle any potential incident with this type of hazard. There was left over funding from the supplemental grant that could be used for Hazmat training. The total amount of funding is \$25,370. Anderson County will receive \$13,000 for training that is specific to combatting a chlorine based chemical. The training will be conducted and hosted by Anderson County. The remainder of funding in the amount of \$12,370 will go directly to the Fire Academy to be used for additional risk based, air monitoring and hazmat technician training. It is a 20% match fund grant and the salary for James McAdams can be utilized as the individual who will be responsible for reporting.

Mr. Jimmy Davis made the motion to accept this grant and a second from Craig Wooten, the committee voted unanimously to recommend to Full Council.

#### 10. Annual Report 2019, Lieutenant David Baker

Lieutenant David Baker gave a brief summary of the 2019 Annual Report which included data from Dispatch, Animal Control, and the Sheriff's Office.

There being no further business, the Public Safety Committee meeting was adjourned at

1:09 pm.

\_\_\_\_\_, Chair

\_\_\_\_\_, Date

**Minutes**

**Public Safety Committee Meeting  
Wednesday, February 12, 2020**

The Public Safety Committee Meeting of Wednesday, February 12, 2020 was called to order at 8:02 am by Chairman Ray Graham. Mr. Craig Wooten and Mr. Jimmy Davis were in attendance for the Public Safety Committee meeting. The Invocation and Pledge of Allegiance was provided by Mr. Craig Wooten.

**3. Executive Session:**

**a. Discussion concerning Ems Contracts**

Mr. Craig Wooten made the motion to go into Executive Session to discuss EMS contracts and a second from Mr. Jimmy Davis, the committee voted unanimously to go into Executive Session.

Mr. Craig Wooten made the motion to come out of Executive Session and a second from Mr. Jimmy Davis, the committee voted unanimously to come out of Executive Session with no decisions made or votes taken.

There being no further business, the Public Safety Committee meeting was adjourned at

9:30 am.

\_\_\_\_\_, Chair

\_\_\_\_\_, Date